



— regis network partners —

Regis Network Partners

Part of the Steadfast network of brokers

Terms of Engagement

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Issued by OTTA Insurance Pty Ltd

ABN 15 680 819 014 | ACN 680 819 014 | Authorised Representative No. 1314787

Authorised Representative of Regis Licensing Pty Ltd | ABN 71 130 820 727 | AFSL 338156

These Terms of Engagement set out the basis on which we act for you. Please read them together with our Financial Services Guide. They apply when you ask us to arrange or advise on insurance for you.

1. About these Terms of Engagement

These Terms of Engagement (**Terms**) set out the basis on which OTTA Insurance Pty Ltd (**we, us or our**), an Authorised Representative (No. 1314787) of Regis Licensing Pty Ltd (ABN 71 130 820 727, AFSL 338156) (**the Licensee**), provides insurance broking and related services to you, our client (**you**).

These Terms should be read together with our Financial Services Guide (FSG) and the Licensee's Privacy Policy. Our contact details are set out in our FSG; you can also contact us at admin@ottainsurance.com.au. These Terms apply from the time you ask us to provide services to you and continue until the engagement ends under Section 16.

2. Our services

Subject to the Licensee's AFSL (No. 338156), the services we may provide include:

- providing advice on your general insurance and risk needs;
- arranging, varying, renewing and cancelling insurance on your behalf;
- assisting you to make and manage claims; and
- providing the related broking and administrative services described in our FSG.

We will agree the scope of our services with you. Unless we expressly agree otherwise in writing, we do not provide legal, accounting, taxation or financial product advice beyond general insurance, and we do not undertake to advise you on the adequacy of sums insured or limits, which remain your responsibility.

3. How we act for you

In arranging your insurance, we generally act on your behalf as your broker. In some circumstances we act under a binder or authority granted by an insurer (for example, when issuing certain policies or handling certain claims); when we do, we act as agent of the insurer, not you, and we will tell you when this is the case.

4. Your responsibilities

So that we can act effectively for you, you agree to:

- give us complete, accurate and timely information and instructions;
- read the documents we give you (including policy wordings, schedules, invoices and any Product Disclosure Statement) and tell us promptly if anything is incorrect or if cover does not meet your needs;
- tell us promptly of any change to your circumstances or risk that may be relevant to your insurance;
- pay premiums, our fees and other amounts by the due dates; and
- notify us, and your insurer, of any claim or potential claim as soon as possible.

5. Your duty to the insurer

Before you enter into, renew, vary, extend or reinstate an insurance contract, the law imposes a duty on you in relation to the information you give the insurer. For consumer insurance contracts, this is a duty to take reasonable care not to make a misrepresentation to the insurer. For other contracts, a duty of disclosure applies. We will explain the relevant duty to you. If you do not comply with it, the insurer may reduce or refuse to pay a claim, or cancel the contract. These duties continue until the relevant contract is entered into or renewed, and apply each time.

6. Quotations, cover and confirmation

Quotations are based on the information available at the time and are subject to the insurer's terms. Cover is not in place until we confirm to you in writing that it has been arranged (or the insurer confirms interim cover). You should not assume cover is bound, renewed or varied until we confirm it.

7. Our remuneration and fees

We are remunerated by commission paid by insurers, which is shared between us and the Licensee in accordance with our authorised representative agreement, and we may also charge you a broker fee for arranging and administering your insurance. Where we arrange premium funding, we may receive commission from the funder. The way we are remunerated is described in detail in our FSG, and any fee we charge you will be shown separately on your invoice. By instructing us, you agree to our remuneration as disclosed.

8. Payment of premiums and the trust account

You must pay premiums and our fees by the due date shown on the invoice. When you pay us, the money is held in the Licensee's trust account until it is remitted to the insurer in accordance with the Licensee's arrangements with that insurer. Commission may be retained from the premium, and the Licensee may retain any interest earned on premiums while they are held in trust.

If you do not pay on time, the insurer may cancel your policy or refuse to provide or continue cover, and you may not be covered for a loss. If a policy is cancelled or altered and a refund or reduction results, we may retain the fees we have charged you, and commission may be retained or adjusted in accordance with arrangements with the insurer.

9. Premium funding

If you ask us to, we may arrange premium funding so that you can pay your premium by instalments through a third-party funder. Premium funding is a separate credit arrangement between you and the funder, on the funder's terms, and may include interest and fees. We will give you the funder's documents so you can decide whether to proceed.

10. Claims

We will assist you to lodge and manage claims under policies we have arranged for you. You must notify us and your insurer of any claim or potential claim as soon as possible, and provide all information reasonably required. Whether a claim is accepted, and the amount paid, is determined by the insurer under the policy, not by us.

11. The insurers and providers we use

When we recommend or arrange insurance, we will usually only consider the policies offered by the insurers and insurance providers we deal with regularly, and we do not compare them to all policies available in the market. We are not responsible for the solvency of, or the conduct of, any insurer or third party with whom we place your insurance.

12. Conflicts of interest and our relationships

Through the Licensee we are part of the Steadfast network, and we have the associations, relationships and remuneration arrangements described in our FSG. Because we receive commissions and other benefits, we are not independent, impartial or unbiased for the purposes of section 923A of the Corporations Act 2001 (Cth). We manage conflicts of interest in your interests and in accordance with our legal obligations, and we will disclose any material conflict to you.

13. Privacy and confidentiality

We and the Licensee collect, hold, use and disclose your personal information in accordance with the Privacy Act 1988 (Cth) and the Licensee's Privacy Policy, a copy of which is available on request and at www.regisnetworkpartners.com.au. We will keep your information confidential except where disclosure is necessary to provide our services (for example, to insurers and other service providers) or is required or permitted by law.

14. Communications

We may communicate with you, and provide documents to you, electronically (including by email and via links to documents), using the contact details you give us. You agree to receive communications and documents from us electronically, and it is your responsibility to keep your contact details up to date and to check the documents we send you. You can ask us to provide documents in another form at any time.

15. Limitation of liability

Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by law (including the Australian Consumer Law) that cannot lawfully be excluded or limited. Subject to that, our liability to you arising out of or in connection with our services is limited to the extent permitted by law, and we are not liable for loss that is not a reasonably foreseeable consequence of our breach, or for loss caused by your failure to comply with these Terms or to provide accurate and timely information. The professional indemnity insurance and compensation arrangements held by the Licensee are described in our FSG.

16. Term and termination

These Terms apply from when you first instruct us and continue until ended. You or we may end the engagement at any time by giving notice in writing. Termination does not affect any insurance already arranged (which continues on its own terms), any remuneration we or the Licensee have earned, or any rights or obligations that have already accrued. On termination we will, at your request, take reasonable steps to assist an orderly handover.

17. Variation of these Terms

We may vary these Terms from time to time. The current version will be available on request and at www.regisnetworkpartners.com.au, and the varied Terms apply from the date they are issued. If you continue to instruct us after we issue varied Terms, you accept them.

18. Governing law

These Terms are governed by the laws of Queensland and the Commonwealth of Australia, and you and we submit to the non-exclusive jurisdiction of the courts of that State and the Commonwealth.

19. Acceptance

You accept these Terms when you ask us to provide services to you, or when you continue to instruct us after receiving them. If you would like to formally acknowledge these Terms, you may complete the acknowledgement below — but it is not required for these Terms to apply.

Acknowledgement (optional)

Client name	Signature
Position (if a company)	Date