



**A.I.S. Insurance Brokers Pty Ltd**  
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## BATHING BOX INSURANCE

### THE COVERAGE

AIS have been providing specialist covers for bathing boxes and boatsheds since 1994 and offer a range of specialised covers tailored to meet your requirements under normal leases with a single policy.

- **Fire & Perils** - covers destruction of, or damage to, your buildings through fire and other perils as lightning, explosion, malicious damage, earthquakes, storm, and water damage.
- Option to include **Contents** cover to a maximum value of \$500
- **Public Liability** - covers your liability for claims by members of the public who suffer injury or damage to property while on your premises.  
Cover options can be selected for \$5,000,000, \$10,000,000 or \$20,000,000

AIS can also arrange additional policies to cover boats, additional belongings and equipment.

### OUR AIM AND PROMISE TO YOU

To provide specific insurance solutions to the unique exposure associated by owning a bathing box, with our emphasis is on providing:

- A specific policy which is tailored to each clients needs
- Options regarding level of coverage and limits of liability
- Security of a local A rated insurer
- Liability coverage that complies with local council requirements
- Premium levels kept to a minimum due to the economies of scale provided by the successful operation of a scheme.
- Security of dealing with a local firm with a proud history of fiercely representing our clients over a range of commercial and personal insurance products.

Our reputation was built on giving you the best benefits, truly personal service and fast claim settlement.

### BATHING BOX INSURANCE CHECKLIST

Cover Provided	
Fire	✓
Malicious Damage cover	✓
Option to include Contents	✓
Public Liability Cover – Options for \$5, \$10 or \$20 Million limits	✓

# BATHING BOX INSURANCE PROPOSAL FORM

## DETAILS OF INSURED

Applicants Name (s):			
Interested Parties:			
Occupation:		Email	
Phone:	Fax:	Mobile:	
Postal Address:			
			Postcode:
Location of Bathing Box:			
			Postcode:
Municipal Council / Bathing Box Association			

## INSURANCE HISTORY

Has any insurer declined an application from You, or cancelled or refused to renew a policy of Yours, required special terms to insure You or declined or refused a claim?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Have you sustained any loss or damage to property, or had any claims made against You in the last 5 years?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Have You or any person who will receive insurance protection under the proposed policy, been charged with or convicted of, any criminal offences in the past 10 years?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
During the last 2 years, have You or any other person to whom cover extends under this policy received any threats to life or business (private or business)?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Are there any other relevant facts relating to the risk to be insured which You should disclose to Us, to enable a true assessment of Your insurance application?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Is any portion of the property to be insured in a state of disrepair or poor condition?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
If the answer is Yes to any of the above questions please give full details				

## DETAILS OF BATHING BOX TO BE INSURED

Construction	Wall Frame	Roof	Roof Frame	Floors
How many years have you owned the bathing box?				
Describe security of windows				
Describe security of doors				

## TYPE OF COVER REQUIRED

Cover	Sum Insured	
FIRE SECTION	Building Sum Insured	\$
	Option to include Contents (Limit \$500)	<input type="checkbox"/> Yes <input type="checkbox"/> No
LIABILITY SECTION	Public Liability Limit Required	<input type="checkbox"/> \$ 5,000,000
		<input type="checkbox"/> \$10,000,000
		<input type="checkbox"/> \$20,000,000

## DECLARATION

I/We hereby agree that this application and declaration is correct and I have disclosed all relevant information to the underwriting insurance company. I/we also acknowledge having read and understood the important notices forming part of this application.

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## **PRODUCT DISCLOSURE STATEMENT (PDS) BATHING BOX INSURANCE**

This Product Disclosure Statement (PDS) contains important information required under the Financial Services Reform Act 2001. It has been prepared to assist you in understanding the insurance policy and making an informed choice about your insurance requirements. This PDS sets out the significant features of the insurance policy including its benefits, risks and information about how the insurance premium is calculated. You still need to read the policy wording for a full description of the terms, conditions and limitations of the insurance policy.

### **INTRODUCTION**

#### **Who Are The Insurer(s)?**

Westfarmers General Insurance Ltd T/As Lumley General Insurance Ltd, ABN 24 000 036 279,

Level 3, 99 King Street, Melbourne. You can contact us by:

- Calling in person at, or writing to, the office
- By telephoning on (03) 8627 4333
- By facsimile on (03) 8627 4312

#### **Who is A.I.S. Insurance Brokers Pty Ltd**

A.I.S. Insurance Brokers Pty Ltd (ABN 36 543 825 719 AFS Licence no: 255304) hereinafter called "AIS". This Insurance is arranged via an exclusive scheme between LUMLEY General Insurance and AIS Insurance Brokers.

If you have any concerns about the policy, you should contact AIS in the first instance. You may contact them by any of the following ways:

- By telephone on 03 8699 8888
- In writing at PO Box 7660, Melbourne VIC 3004

#### **Exclusions**

The insurance is designed to provide protection for you in the event of something happening which has been insured against. Under some circumstances, this policy will not provide any insurance cover to you. To fully understand the cover provided the policy should be read in full. You should refer to the heading 'Exclusions' and 'Exclusions – Applicable to All Sections'.

#### **Conditions**

You must comply with the following conditions to ensure coverage under the policy:

- Do all things necessary to avoid or diminish a loss;
- Maintain the insured property in such order and condition to minimise damage;
- Notify us of any insurance you effect, or have effected, that covers the insured property.

#### **Costs**

The premium payable by you will be shown on your schedule. We take into consideration a number of factors in setting our premiums. These include but are not limited to factors relating to the level of cover provided, the make and model of the insured goods, the insurance history of applicants, and how the goods are used. Premiums are subject to Commonwealth and state taxes and/or charges. These include the Goods and Services tax and Stamp Duty and where applicable Fire Services Levy.

## **Excess**

Excess means the amount you must pay towards a claim. You pay this excess and we pay the balance of the agreed claim amount. The excess payable under the policy is \$250.

## **Your cooling-off period**

If you decide that you do not wish to continue with this policy, you have 21 days after the commencement of this Insurance to request cancellation. We will provide you with a refund of premium less proportional time on risk and associated charges provided you have not made a claim under the policy. Details about the cooling-off period are shown in the policy wording under "Cooling Off Period".

## **General Insurance Code of Practice**

The purpose of the Code is to raise the standards of practice and service in the general insurance industry. Details about the Code are shown in the policy wording under "Code Of Practice".

## **What to do if you have a dispute**

Any dispute should be referred to the Complaints Officer at AIS in the first instance. The Complaints Officer will review the information and give you a response as quickly as possible; but no later than three working days from the date when the complaint is received.

If the problem is unable to be resolved to your satisfaction, then the dispute may be referred to the Insurance Ombudsman Service (IOS), a consumer complaints service, where your complaint can be further considered. Any decision made by the IOS is binding on us, but not on you. This service is provided to you free of charge. The IOS can be contacted on 1300 780 808 or at [ios@insuranceombudsman.com.au](mailto:ios@insuranceombudsman.com.au).

## **Your privacy**

Lloyd's and its agents are bound by the obligations of the Privacy Act 1988 as amended by the Privacy Amendment (Private Sector) Act 2000 (the Act) and will be covered by the General Insurance Information Privacy code (the Code). These set basic standards relating to the collection, use, disclosure and handling of personal information. "Personal information" is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

An individual who believes their privacy may have been prejudiced has a right to make a complaint about the matter. In the first instance, your complaint should be addressed to AIS. This may be done either verbally or in writing to Complaints Officer, AIS Insurance Brokers Pty Ltd, 137 Moray Street, South Melbourne, Victoria, 3205. If you are dissatisfied with the response, you may refer the matter to Lloyd's Australia Ltd, who has the appropriate authority to investigate and address matters of this nature. Details about your privacy are shown in the policy wording under "Privacy".

## **Your duty of disclosure**

You have a legal duty of disclosure to us whenever you apply for, change or renew an insurance policy. Details about disclosure information are shown in the policy wording under "Duty of Disclosure" and "Keeping us up to date".

## **How to apply for insurance**

Complete our application form. If we accept your application for insurance, you will receive a schedule that sets out details of the insurance you have taken out.

## **How to make a claim**

As soon as possible after the accident or event that causes the loss or damage, or legal liability, you must:

Make a report to the police about:

- any malicious damage to your insured goods, or
- any theft or attempted theft of your insured goods. Contact AIS by telephone and tell them what happened.

This Financial Services Guide (**FSG**) contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance and financial services including how any complaints you may have will be dealt with. AIS are licensed as a General Insurance Broker (AFS Licence Number 255304) to deal in, and advise on, general insurance products for wholesale and retail clients. This FSG is designed to assist you in deciding whether to use our services.

If we provide you with advice about your personal circumstances, we will also give you a Statement of Advice, which confirms the advice we have given and explains our fees for arranging the insurance we have recommended. If we recommend a particular insurance product to you, or you ask us to arrange insurance, we will also provide you with a Product Disclosure Statement containing information about the policy.

### **Who do we act for when providing the Financial Service?**

We will usually provide financial services on your behalf. In some circumstances, we may act as agent of the insurer and not for you. These circumstances arise where we have an authority to effect an insurance policy under a binder agreement with the insurer. This means we can enter into the contract on the insurer's behalf. However any advice we provide to you is given on your behalf.

Currently we only provide Musical &/or Photographic equipment insurance and livestock insurance under binder. You will be notified if this is relevant to the financial service provided to you.

### **FEES FOR OUR SERVICES**

You are entitled to know how and what we will charge for our services and what other benefits we receive. The way we are *remunerated* will depend on the advice and level of service being provided. These arrangements are described in more detail below.

#### **Placing your Insurance:**

We receive remuneration for placing your insurance. This remuneration may consist of a broker fee, a commission paid to us by the insurer, or a combination of both. Our total remuneration will vary depending on the product we arrange but is in the range of 15% - 40% of the premium.

Where we charge you a broker fee, it will be calculated as 0 – 40% of the premium quoted to you. This fee is payable in addition to the premium. Where we receive commission, it will be an amount calculated as 0 – 25% of the premium. The commission is included in the premium quoted to you.

In all instances our total remuneration (i.e. from the commission paid by the insurer, our broker fee, or both) will not exceed 40% of the premium.

#### **Advisory Services:**

We will charge you an hourly fee for any advisory services that we provide to you. Fees for these services vary in accordance with the nature and volume of the work undertaken. You could expect these fees will range from \$120 per hour to \$330 per hour (including GST).

Some of our charges may be tax deductible. Your representative will discuss with you your options before or at the time of providing advice. Written confirmation of the calculation of fees and commissions for advisory services and the placement of your policy is included in your Statement of Advice.

#### **Profit share commission**

We have entered into an Intermediary Profit Share (IPS) agreement with certain insurers. The underwriters involved are Zurich Australian Insurance Limited, QBE Insurance (Australia) Ltd and our binding facilities arranged with Lloyds of London. Provided that we meet certain criteria, including profitability, we will receive additional commission by way of a share of the profit we generate for those insurers. This will be a payment from these insurers based on:

- the profit that they earn on certain business; and/or
- the volume of certain business we provide to them,

within an agreed period (usually 12 months). We may be paid a percentage of the profit on our portfolio or an agreed amount. This will depend on the level of profit achieved. If there is no profit, we will not receive any additional payment.

## **TERMS OF PAYMENT - INVOICES**

Where we invoice you for the premium, statutory charges (e.g. stamp duty, GST, fire services levy, etc) and any fees for arranging your insurances, you must pay us within 14 days of the date of the invoice or, in the case of a renewal, before the due date of the contract of insurance.

If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short term penalty premium for the time on risk. Where a new policy or endorsement to an existing policy has been arranged by us, our fees will usually be payable notwithstanding a subsequent decision by you not to proceed with that cover.

## **COMPLAINTS AND DISPUTES**

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. These procedures are available free of charge to you. Any dispute should be referred to the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd, Doug Allen, who will review the information and give you a response within three working days.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email [info@fos.org.au](mailto:info@fos.org.au) or website [www.fos.org.au](http://www.fos.org.au). This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

All complaints and disputes concerning insurer's decisions about coverage or claims on Insurance Policies or Policies arranged under Binding Authorities have their own dispute resolution procedures which can be found in the appropriate Policy Wording or Product Disclosure Statement.

## **CONFLICTS OF INTEREST**

We are obliged to disclose all aspects of our business in which actual, apparent, potential or perceived conflicts of interest may arise to promote the following primary outcomes:

- (a) confident and informed decision making by consumers;
- (b) fairness, honesty and professionalism by those who provide financial services; and
- (c) fair, orderly and transparent markets for financial products.

### **Variable Commission**

We also receive variations in the level of brokerage or commission offered between some insurers with whom we place insurance. We will not recommend a particular insurer to you because they pay us a higher rate of commission. We will always recommend a policy and insurer based on their appropriateness for your needs.

We may place insurance via the underwriting facilities of our related company, Guardian Underwriting Services Pty Ltd. The shareholders of AIS Insurance Brokers Pty Ltd also own the majority of shares of Guardian Underwriting Services Pty Ltd. We will not place insurance via Guardian unless the policy is appropriate for your needs.

### **Premium Funding**

AIS Insurance Brokers Pty Ltd has a facility with Hunter Premium Funding Ltd to provide our client's with financing of insurance premiums over an extended period. Where we recommend or arrange premium funding for you with Hunter Premium Funding, we will be remunerated. The remuneration Hunter Premium Funding pays us is in consideration for referring this business to them and for the document preparation and information transfer. We will not recommend premium funding for you unless we consider it is appropriate for your circumstances.

### **Privacy**

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the insurance companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information.

You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.