crm brokers
the smart insurance choice

Terms of Engagement

How we will work with you as your insurance broker

CRM Brokers Pty Ltd (ABN 68 088 887 138) holds Australian Financial Services Licence No. (246622) and is authorised to advise on and arrange general insurance products.

This document, together with our Financial Services Guide (FSG), sets out the basis on which we act for you. Please read both before instructing us to proceed.

Our Financial Services Guide

Our FSG, available here provides important information about the services we provide, how we are paid, our internal and external dispute resolution arrangements, and our professional indemnity insurance arrangements.

Our Privacy Policy

Our Privacy Policy, available here , sets out how we collect, use, store, and disclose any personal information you provide to us.

Insurance Brokers Code of Practice

We are members of the National Insurance Brokers Association (NIBA) and subscribe to the Insurance Brokers Code of Practice. The Code sets standards of professional commitment, ethical behaviour, and transparency in our dealings with you. A copy is available at niba.com.au, or from us on request.

Whose interests we represent

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to either arrange insurance or manage claims where we act as an agent of the insurer. If and when this situation arises, we will explain and highlight this to you.

We are authorised to advise you about and arrange general insurance products. If we are unable to advise you or act on your behalf due to a conflict of interest which cannot be managed, we will immediately notify you.

Our services

Our services include:

- Working with you to understand your operations, exposures and risk tolerance, and identifying which risks to insure and which may be better managed in other ways.
- Preparing underwriting submissions, approaching the market, negotiating terms, comparing covers, and recommending placement.
- Arranging insurance cover, issuing confirmations, providing policy documents once received, and drawing your attention to important terms, including deductibles, sub-limits, conditions, and exclusions.
- Flagging contract clauses (such as indemnities or hold-harmless provisions) that may affect your cover and recommending you seek legal advice where appropriate.
- Processing endorsements, variations, and cancellations on your written instructions, and re-assessing your program when you tell us about material changes.
- Arranging Insurance Premium Funding if you ask us to.
- Managing claims on your behalf: notifying the insurer, gathering information, keeping you informed, advocating where claims are denied or reduced, and seeking your instructions before settlement.
- Contacting you at least fourteen (14) days before policy expiry to discuss renewal.

Where we are appointed mid-term, we cannot advise on the adequacy of existing cover until we have completed our review. We will tell you when that review is complete and what (if anything) we recommend.

How we approach the market

We approach a broad range of insurers and underwriting agencies appropriate to the risk and seek terms from those best placed to write your risk before recommending placement. For some specialised or hard-to-place risks, the panel of insurers willing to quote may be limited, and we will tell you where this is the case for your placement.

How we are paid

We are primarily remunerated by a broker fee for the work we do for you. Our broker fee for each policy arranged or amended is agreed with you in writing before placement and is shown separately on your invoice. The amount reflects the scope of work, complexity of the risk, level of advice required, and time involved. Any work outside the agreed scope will be the subject of a further fee agreed in advance.

On occasion, or in addition to our broker fee, we may be paid a commission by the insurer in return for the services we provide to you. If we receive a commission, it will typically be from 0% to 27.5% of the base premium paid (excluding relevant taxes, government charges, and levies) and is paid to us by the insurer when the policy is arranged, renewed, or varied. Where we receive a commission from the insurer in addition to our broker fee, we will take that commission into account when setting or adjusting our broker fee to ensure our total remuneration appropriately reflects the scope, complexity and value of the services we provide.

Where required by law (including for all Retail Clients), the specific amount of commission and/or fees will be disclosed on our quote or invoice to you. You also have the right to request full details of the remuneration or other benefits we receive in relation to your insurance policies at any time.

If you ask us to arrange premium funding, we may receive a commission from the premium funder, calculated as a percentage of the funded amount. We will disclose the basis and amount of this remuneration at the time.

We may receive non-monetary benefits from insurers, underwriting agencies, or service providers, for example, access to placement platforms, training, attendance at industry events, or marketing support. We will not accept any non-monetary benefit where doing so could reasonably be expected to influence our advice. Consistent with the Insurance Brokers Code of Practice, we do not accept volume-based commissions, profit shares, or overrider arrangements.

Retail insurance commissions

Some products (for example motor, home, travel, personal accident & sickness, consumer credit, and personal & domestic property) are retail products under the Corporations Act. If we ever recommend a retail product on a commission basis for you, we will first obtain your separate informed consent in the form required by law. That consent is not given by accepting this document.

Payment terms

We will invoice you for the insurer's premium, statutory charges (GST, stamp duty, applicable levies), and our fee. Unless we agree otherwise in writing, invoices are payable within fourteen (14) days of the invoice date, or by the inception or renewal date of the policy, whichever falls first. If premium is not received by the due date, the insurer may cancel the policy and may charge a short-term penalty premium for the period it was on risk. You are not insured for any period in which premium has not been paid.

Cancelling cover

Our broker fees are fully earned at the time of policy placement and are non-refundable in the event of a mid-term cancellation.

Cover can only be cancelled on the written instructions of a person authorised to act for each insured party. Policies subject to the Marine Insurance Act 1909 cannot be cancelled mid-term.

When arranging or renewing cover, we will take reasonable steps to draw your attention to any cancellation condition that is unusual or that we consider is likely to materially affect your decision to enter into or renew the policy. If a policy is cancelled before expiry, we will refund any net return premium received from the insurer. Please be aware that insurers may deduct a cancellation fee, apply short-rate premium calculations, or retain minimum premiums under their policy terms, which will reduce the refund amount available to you.

Our broker fees are fully earned at the time of policy placement and are non-refundable in the event of a mid-term cancellation.

What you must tell us

Insurance works on the principle of utmost good faith. The information you give us, and that we pass to the insurer, underpins the cover you receive. Depending on the kind of insurance, one of the following two duties applies.

Duty to take reasonable care not to make a misrepresentation - Consumer insurance contracts

Insurance obtained wholly or predominantly for personal, domestic or household purposes (typical examples: motor vehicle, home & contents, travel, personal accident & sickness) is a consumer insurance contract. Before entering into, renewing, varying, extending, or reinstating such a policy, you have a duty to take reasonable care not to make a misrepresentation to the insurer. In practice, that means answering the insurer's questions truthfully, accurately, and completely. At renewal we pass on to the insurer the information you have previously given us, please tell us if any of it has changed. The consequences for misrepresentation are the same as for non-disclosure under a non-consumer contract.

Duty of disclosure - Non-consumer insurance contracts

For all commercial and other non-consumer insurances, you have a duty to tell the insurer anything you know, or could reasonably be expected to know, that may affect its decision to insure you and on what terms. The duty applies until the insurer agrees to cover you, and again before each renewal, extension, variation, or reinstatement. You do not need to disclose anything that reduces the risk, is common knowledge, is known (or ought to be known) by the insurer, or that the insurer has waived. If you do not disclose something you are required to, the insurer may cancel the policy, reduce a claim payment, or both. If the failure is fraudulent, the insurer may refuse the claim and treat the policy as if it never existed.

Other things we ask of you

- Tell us promptly about material changes in your business, operations, locations, activities, or claims experience.
- Where you sign contracts that allocate risk (construction contracts, leases, services agreements), let us see them before signing where they affect insurance.
- Pass on the substance of these duties to anyone we are arranging cover for on your behalf, or refer them to us.

Continuity of cover

Where we have taken reasonable steps to contact you before expiry but have not been able to obtain instructions, you authorise us, in order to keep you covered, to renew the existing policy with the existing insurer, or to place equivalent cover with an alternative insurer where necessary. Any such placement will be based on the cover and information on file and your previous payment arrangements. You can opt out of this arrangement at any time in writing.

Communicating with you

Our default method of communication is email. Where you have given us an email address, we will use it for correspondence and for delivery of disclosure documents (including our FSG and any Product Disclosure Statements), as attachments or links. Please let us know if you would prefer another method, and we will update our records. We aim to acknowledge client communications within two business days; if a response will take longer, for example because we are waiting on the insurer, we will let you know.

Clients experiencing vulnerability

Anyone can experience vulnerability, through illness, bereavement, financial pressure, family or domestic violence, language or literacy barriers, the impact of a natural disaster, or any other reason. If circumstances of this kind are affecting you, tell us. We will work with you on practical adjustments, for example, in how and when we contact you, allowing a trusted person to act on your behalf, or referring you to specialist services. Information you share with us is handled in line with our Privacy Policy.

If something goes wrong

If you are not satisfied with our service, please tell us. Our internal complaints process is set out in our FSG. As a first step, contact your account executive or our complaints officer on 1300 880 494. We will acknowledge your complaint promptly and aim to provide a final response within thirty (30) calendar days, in line with ASIC Regulatory Guide 271.

If we cannot resolve your complaint to your satisfaction, you can refer it to the Australian Financial Complaints Authority (AFCA), a free, independent external dispute resolution scheme. AFCA can be reached on 1800 931 678, at info@afca.org.au, or at afca.org.au. A suspected breach of the Insurance Brokers Code of Practice can also be reported to the Insurance Brokers Code Compliance Committee at insurancebrokerscode.com.au.

Privacy

We collect, use, store, and disclose personal and business information in accordance with the Privacy Act 1988 (Cth) and our Privacy Policy (linked above). Where you give us information about a third party (for example a co-director or family member), you confirm you have their authority to do so.

Duration and acceptance

Our engagement begins when you first instruct us to act and continues until either party ends it by giving written notice. While we suggest providing us with seven (7) days' notice to allow for an orderly transition, this is not required. Ending the engagement does not affect any premiums or fees already due, the obligations we owe you for work already completed, or our obligation to make claim records available to your incoming broker upon request.

By instructing us to arrange or manage your insurances after receiving these Terms, you confirm that you have read, understood, and accepted them. If anything is unclear, please contact us before we proceed.