



PJ Vivian & RJ Vivian & Peter Vivian Financial
Services (SA) Pty Ltd T/As Peter Vivian &
Associates
CAR No. 1260629
ABN 70 325 675 996
11 Adelaide Road
Gawler SA 5118
Ph: (08) 8523 0230
Authorised Representative of Community Broker
Network Pty Ltd
ABN 60 096 916 184 | AFSL 233750

Letter of Engagement, Quotes & New Business incl. Service Statement.

PJ Vivian & RJ Vivian & Peter Vivian Financial Services (SA) Pty Ltd T/As Peter Vivian & Associates

Our Team and Support

At PJ Vivian & RJ Vivian & Peter Vivian Financial Services (SA) Pty Ltd T/As Peter Vivian & Associates
We have a team of qualified professional brokers who are dedicated to providing you with a great client
experience.

You can contact us via the following and we will endeavour to respond to you within 24 business hours.

Phone	(08) 8523 0230
Email	support@petervivian.com.au
In Person	11 Adelaide Road Gawler SA 5118

If you need special assistance

We are committed to supporting people with diverse needs and take into account their specific circumstances.
This includes people currently experiencing any vulnerability, for example relating to age, disability or mental or
physical health conditions. Please advise us if you there is anything we can do to provide the required level of
support. For further information, please refer to our Vulnerable Clients Policy.

How We Seek Quotes

Before making a recommendation on the cover required, as outlined above in *'In Scope of our Engagement'* we
will go to the broader general insurance market to obtain quotations. This will enable us to ultimately source a
solution that meets your specific needs.

Where we have access to a limited number of insurers and underwriters for certain products (ie travel or trade
credit etc), we will only seek quotes from insurers who offer this product, not from the broader general insurance
market.

Payment Terms

When making payment for a policy organised by us you may make payment using one of the following methods.
Before choosing a payment method it is important to note the following.

Invoices

- We will invoice you for the premium, statutory charges (e.g., stamp duty, fire services levy, etc) and any
fees we charge 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 expiry
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 may
not be insured. The insurer may also charge a short-term penalty premium for the time on risk.

Premium funding

- Premium funding products enable you to pay your premiums by instalments. Premium funders do charge
interest and they take power of attorney over your insurance policy.
- We can arrange premium funding on your behalf if you require it.
- We may receive a commission based on a percentage of the premium from the premium funder for doing
so.
- We will tell you the basis and amount of any such payment before or at the time the premium funding is
arranged.

Credit card fees

- Payments by credit card may attract a surcharge.

Your Policies

Once we have arranged cover for you it is important to note the following.

Renewal

Prior to renewal we will contact you, at least 14 days prior, to re-assess your needs. If we are unable to get in contact with you, we will automatically arrange for cover to be held by the insurer.

No Longer Require Cover/Cancellation

If you no longer require cover it is important to contact us in writing. At this point, we will cancel the policy and notify the insurer. Please note the cancellation needs to be issued by an authorised person.

If cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer and not refund any part of the broker fee we receive for arranging the cover. A broker fee may also be charged to process the cancellation.

Our Remuneration

As your broker we require payment for the services that we provide you. This payment is made up of the following:

Commission	The amount of commission paid by the insurer varies depending on the market and the risk but is generally calculated at a rate a percentage rate of between 0-30% of the base premium (excluding government charges, levies, fees and taxes).
Fees	The fee charged is dependent on the complexity of the account and the amount of time and effort required to service and support your risk portfolio. Any fees charged are outlined as a separate line item on the invoice.
Premium Funding	As mentioned, if we arrange premium funding for you, we may earn a commission from the premium funder. This is usually calculated as a percentage of the premium (excluding government charges, levies and taxes) of between 0 and 2% for each product arranged by us.

Our Service Plan

Initially, we will provide you with the following services:

- Review your insurance needs with you
- Advise and make recommendations as to your insurance requirements
- Meet with you (face to face, virtual or phone) to discuss our recommendations
- Prepare underwriting submissions
- Negotiate terms with any existing insurers and with alternative insurers.
- Present quotations for review and formal acceptance
- We will conduct a needs assessment based on our industry knowledge and provide details of this assessment so that you are able to make an informed decision based on our findings.
- Place the insurances agreed upon.
- Review policy wordings and obtain signed policies from insurers
- Confirm the placement and renewal of the insurances to you.
- Calculate, invoice, and collect the premiums.
- Prepare policy wordings and obtain signed policies from insurers.
- Adjust premiums on prior year policies.
- Review your insurance arrangements:
 - when you inform us about material changes to your circumstances;
 - at the time of any scheduled Status Reviews as agreed with you;
 - upon renewal of your insurances.
 - facilitate policy changes and/or cancellations as per your instructions
 - if required, assist you with any Insurance Premium Funding needs.
 - if required, assist you to manage any claims you may need to make

If successful with our quotation(s) and after cover is placed, as part of our ongoing commitment to provide you with excellent professional service, we would like to outline a possible timetable for managing your ongoing insurance requirements (example below). This will ensure that you know what insurance services we will provide to you and what we need you to do to assist us.

Renewal Review Reminder	Together with your renewal invoice and any alternative quotes that we have obtained, there will also be a request for updated information about your circumstances. This will enable us to make any changes required prior to expiry of your policy.	One month prior to Renewal Review
Pre-Renewal Review	A meeting to discuss renewal of your existing policies and your insurance needs for the forthcoming year	As required
Uninsured Risk Review		Please refer the link in our email signatures for an outline of all Major Uninsured Risks
Claims	Status of outstanding claims	As required

Your Obligations

Disclosure Obligations/Duty not to Misrepresent

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. In turn, a lack of disclosure may affect the insurer's decision to provide cover in the instance of a claim.

In addition, you must answer any questions that we and or the insurer ask you in an honest and truthful manner. If you do not take reasonable care not to make a misrepresentation to the insurer, the insurer may cancel your contract, or deny or reduce the amount the insurer will pay you for a claim, in accordance with the insurer's rights at law.

Circumstances Change

If your circumstances change, please tell us so that we can ensure that your insurance continues to be suitable for your needs.

Your Duty of Disclosure

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their decision to insure you and on what terms.

- You have this duty until they agree to insure you.
- You have the same duty before you renew, extend, vary or reinstate an insurance contract.
- You do not need to tell the insurer anything that:
 - reduces the risk they insure you for; or
 - is common knowledge; or
 - they know or should know as an insurer; or
 - they waive your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both.

If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Insurance Brokers Code of Practice

We are bound by the Insurance Brokers Code of Practice. You can obtain a copy via the following the link <https://www.niba.com.au/insurance-brokers-code-of-practice>

Conflict of Interest

Where there may be a conflict of interest, we will contact you in a timely manner and clearly inform you that there may be a conflict of interest. Where there is or is likely to be a conflict of interest, we will engage with you regarding steps to manage the conflict of interest in your best interests and we may only continue to act on your behalf with your express written consent.

We look forward to working with you and to a long and mutually satisfactory relationship. We encourage you to call the office at any time if you have any questions about our services or your insurance.