



Legion Insurance Brokers Australia

Terms of Engagement (Authorised Representative)

1. Introduction

These Terms of Engagement (“Terms”) set out the basis on which **Legion Insurance Brokers Australia Pty Ltd** (“we”, “us”, “our”) provides insurance broking and related services to you (“you”, “client”).

By instructing us or continuing to use our services, you agree to these Terms.

2. Our Status as an Authorised Representative

Legion Insurance Brokers Australia Pty Ltd acts as an **Authorised Representative** of **[AFSL Holder Legal Name]** (AFSL No: **[AFSL Number]**).

We are authorised to provide:

- General insurance advice (retail and/or wholesale, as applicable)
- Insurance broking and placement services
- Assistance with policy administration and claims (where agreed)

We act as an **insurance broker**, not as an insurer.

3. Our Role and Limitations

Our role includes:

- Identifying your insurance needs based on information you provide
- Providing advice or general information, as agreed
- Arranging insurance products with insurers
- Assisting with renewals, variations, and (where agreed) claims

We do **not**:

- Guarantee that insurance will be available
 - Guarantee that cover is adequate for all risks
 - Act as your legal, accounting, or tax adviser
 - Accept responsibility for insurer solvency or performance
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4. Scope of Engagement

Unless otherwise agreed in writing, our engagement covers:



- Insurance placement and renewal
- Mid-term policy adjustments
- Claims assistance (support only — insurers decide outcomes)

Our services **exclude**:

- Legal advice
 - Risk engineering
 - Claims advocacy beyond standard broking support
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5. Client Responsibilities

You agree to:

- Provide accurate, complete, and timely information
- Disclose all matters relevant to the risk
- Review policy documents upon receipt
- Notify us promptly of any changes in circumstances
- Pay all premiums, fees, and charges by due dates

Failure to meet these obligations may result in:

- Policy cancellation
 - Reduced or denied claims
 - Lack of suitable cover
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6. Duty of Disclosure

Insurance contracts are subject to the **Duty of Disclosure** under the *Insurance Contracts Act 1984 (Cth)*.

You must disclose:

- Anything you know, or reasonably ought to know, that may affect an insurer's decision to provide cover or set terms

Failure to comply may result in:

- Policy avoidance
 - Reduced claims
 - Policy cancellation
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7. Remuneration, Fees & Commissions

We may be remunerated through:

- **Commission** paid by insurers
- **Broker fees** agreed with you
- A combination of both

Details of remuneration will be disclosed in:

- The **Financial Services Guide (FSG)** of the AFSL holder
- Any advice document or invoice provided to you

Fees are payable regardless of whether a claim is made.

8. Premium Payment & Credit Arrangements

Premiums may be paid:

- Directly to insurers
- Through us as an intermediary
- Via a premium funding provider

If credit is provided:

- You must comply with payment terms
 - Non-payment may result in policy cancellation without cover
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9. Claims Assistance

Where agreed, we may assist by:

- Submitting claims documentation
- Liaising with insurers
- Supporting the claims process

Final claims decisions are made by the **insurer**, not us or the AFSL holder.

10. Privacy & Confidentiality

We comply with the **Privacy Act 1988 (Cth)**.

Your information may be disclosed to:

- Insurers
- Claims assessors



- Premium funders
- Our AFSL holder
- Regulators as required by law

Our Privacy Policy is available upon request.

11. Conflicts of Interest

We manage conflicts of interest in accordance with ASIC requirements and our AFSL holder's policies.

Any material conflict will be disclosed where required.

12. Limitation of Liability

To the extent permitted by law:

- Our liability is limited to loss caused by our negligence or breach of duty
 - We are not liable for indirect or consequential loss
 - We are not responsible for insurer insolvency or policy exclusions
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13. Termination

Either party may terminate this engagement at any time by written notice.

Termination does not affect:

- Policies already placed
 - Outstanding fees or premiums
 - Claims already in progress
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14. Complaints & Dispute Resolution

If you have a complaint:

1. Contact **Legion Insurance Brokers Australia** directly
2. If unresolved, escalate to the AFSL holder
3. If still unresolved, you may contact:

Australian Financial Complaints Authority (AFCA)

Website: www.afca.org.au



15. Governing Law

These Terms are governed by the laws of **Australia** and the state or territory in which the AFSL holder's principal office is located.

16. Acceptance

You accept these Terms by:

- Giving instructions
- Confirming engagement
- Continuing to use our services