



Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern the provision of insurance brokerage services by **[Legion Insurance Brokers Australia also known as LIBA]** ("we", "us", "our"), an insurance broker authorised and regulated by the **Australian Securities and Investments Commission (ASIC)** and holding an Australian Financial Services Licence (AFSL) number **[AFSL Number]**.

These Terms apply to **commercial and business clients only**. By engaging our services, you ("Client", "you", "your") agree to be bound by these Terms.

2. Scope of Services

2.1 We act as your insurance broker and intermediary between you and insurers for the purpose of arranging, renewing, varying, or cancelling insurance policies.

2.2 Our services may include:

- assessing your disclosed insurance requirements;
- obtaining quotations from insurers;
- providing general advice or general information (as applicable);
- arranging placement of insurance;
- assisting with policy administration; and
- providing claims assistance.

2.3 We do not act as an insurer and do not underwrite or assume insurance risk.

2.4 In the event of a conflict the insurers policy and clauses will be the final and agreed outcome. We cannot override the arranged insurance policy or change its clauses and conditions.

3. Nature of Advice

3.1 Unless expressly stated otherwise, any advice provided is **general advice** and does not take into account your objectives, financial situation, or needs for the purposes of the Corporations Act 2001 (Cth).

3.2 Where personal advice is provided, it will be based solely on the information you have disclosed to us.

3.3 You acknowledge that we do not conduct a comprehensive analysis of the entire insurance market or your circumstances.

3.4 Our advice is general in nature.

4. Duty of Disclosure

4.1 You must disclose all information that may be relevant to an insurer's decision to accept risk, determine premium, or set policy terms.

4.2 You must ensure all information provided is complete, accurate, and not misleading.



4.3 Failure to comply with your duty of disclosure may result in insurers reducing or refusing claims, cancelling policies, or avoiding cover, for which we accept no liability.

5. Placement of Insurance

5.1 We will act on your instructions in arranging insurance cover. We do not guarantee that insurance will be placed on terms acceptable to you.

5.2 Insurance cover is not effective until confirmed in writing by the insurer or their authorised representative.

6. Remuneration, Fees, and Commission

6.1 We may be remunerated by:

- commission paid by insurers (usually calculated as a percentage of the premium);
- broker fees agreed with you; and/or
- other remuneration permitted by law.

6.2 Details of remuneration will be disclosed to you in accordance with legal and regulatory requirements.

6.3 Broker fees may be non-refundable once services have commenced.

6.4 You authorise us to deduct agreed fees from premiums paid or premiums returned.

7. Premium Payments

7.1 You are responsible for payment of all premiums, taxes, statutory charges, and fees by the due date.

7.2 Failure to pay premiums on time may result in cancellation, lapse, or denial of claims.

7.3 We are not responsible for any loss arising from non-payment or late payment of premiums.

7.4 We may elect to terminate our services if premiums including funding obligations are not paid and current.

8. Policy Documentation

8.1 You must review all policy documents, schedules, and endorsements upon receipt.

8.2 You must notify us promptly of any errors, omissions, or concerns.

8.3 We are not responsible for losses arising from your failure to read thoroughly and/or review documentation.

9. Claims Assistance

9.1 We may assist you in the preparation and lodgement of claims.

9.2 The acceptance, assessment, and settlement of claims is at the sole discretion of the insurer.



9.3 We do not guarantee claim outcomes or settlement timeframes.

10. Cancellation and Termination

10.1 You may terminate our engagement by providing written notice.

10.2 We may suspend or terminate services immediately where required by law, regulation, or where you breach these Terms.

10.3 Fees and commissions earned prior to termination remain payable.

10.4 We may terminate our agreement and services with 7 days notice

11. Limitation of Liability

11.1 To the maximum extent permitted by law, we exclude liability for indirect, consequential, or economic loss, including loss of profit or business interruption.

11.2 Our total liability arising from or in connection with our services is limited to the amount available under our professional indemnity insurance policy.

11.3 Nothing in these Terms limits liability that cannot be excluded under the Australian Consumer Law.

12. Confidentiality and Privacy

12.1 We will handle your information in accordance with the **Privacy Act 1988 (Cth)** and our Privacy Policy.

12.2 You consent to us disclosing information to insurers, reinsurers, claims assessors, and service providers as reasonably necessary to provide our services.

13. Conflicts of Interest

13.1 We maintain policies and procedures to identify and manage conflicts of interest.

13.2 Where a material conflict arises, we will disclose it to you as required by law.

14. Complaints and Dispute Resolution

14.1 If you have a complaint regarding our services, you may contact us

14.2 We will deal with complaints in accordance with our internal dispute resolution procedures at CBN and/or ASIC requirements.

14.3 Where applicable, you may have access to external dispute resolution schemes.

15. Governing Law and Jurisdiction

These Terms are governed by the laws of Australia, and the courts of the relevant State or Territory shall have exclusive jurisdiction.

16. Amendments



We may amend these Terms from time to time. Updated Terms will apply from the effective date stated and will be made available upon request or via our website.