

## Detailed Table of Contents

<b>About the Broker Manual &amp; Companion</b>	<b>2</b>
<b>Table of Contents</b>	<b>3</b>
<b>Stepping through the insurance broking process</b>	<b>4</b>
<i>Insurance Broking Process - Retail Clients</i>	4
<i>Insurance Broking Process - Wholesale Clients</i>	4
<b>1. Marketing and advertising</b>	<b>5</b>
<b>2. Client contact</b>	<b>5</b>
<b>3. Confirm appointment</b>	<b>5</b>
<b>4. Prepare documents</b>	<b>6</b>
<b>5. Client meeting</b>	<b>6</b>
<b>6. Establish rapport</b>	<b>6</b>
<b>7. Introductions</b>	<b>7</b>
<b>8. Retail v Wholesale Clients</b>	<b>8</b>
<b>8.1 Retail clients</b>	<b>8</b>
<b>8.2 Wholesale clients</b>	<b>9</b>
<b>8.3 Bundled covers</b>	<b>9</b>
<b>9. Collecting information</b>	<b>10</b>
<b>10. Can You Act?</b>	<b>11</b>
<b>11. Your duties to the client</b>	<b>11</b>
<b>12. Servicing retail clients</b>	<b>12</b>
<b>12.1 Client engagement/FSG</b>	<b>12</b>
<b>12.2 Quotations</b>	<b>12</b>
<b>12.3 Giving the FSG – general principles</b>	<b>13</b>
<b>12.4 Giving the FSG – ‘time-critical’ transactions</b>	<b>14</b>
<b>12.5 Needs analysis</b>	<b>14</b>
<b>12.6 Preliminary advice</b>	<b>15</b>
<b>12.7 Giving personal advice</b>	<b>16</b>
<b>12.8 Using an SOA – general principles</b>	<b>17</b>

<b>12.9</b>	<b>Giving the SOA – ‘time-critical’ transactions</b>	<b>17</b>
<b>12.10</b>	<b>Incomplete or inaccurate information</b>	<b>18</b>
<b>12.11</b>	<b>Policy replacement</b>	<b>18</b>
<b>12.12</b>	<b>Giving a PDS – general principles</b>	<b>18</b>
<b>12.13</b>	<b>Giving a PDS – ‘time-critical’ transactions</b>	<b>19</b>
<b>12.14</b>	<b>Arranging the insurance</b>	<b>19</b>
<b>12.15</b>	<b>Insurance proposals – general principles</b>	<b>19</b>
<b>12.16</b>	<b>Cover notes/interim contracts</b>	<b>20</b>
<b>12.17</b>	<b>Policy documentation</b>	<b>21</b>
<b>12.18</b>	<b>Confirmation</b>	<b>21</b>
<b>12.19</b>	<b>Cancellations during cooling off period</b>	<b>21</b>
<b>12.20</b>	<b>Premium not received</b>	<b>22</b>
<b>12.21</b>	<b>Renewals</b>	<b>22</b>
<b>12.22</b>	<b>Re-quoting</b>	<b>23</b>
<b>13.</b>	<b>Servicing wholesale clients</b>	<b>23</b>
<b>13.1</b>	<b>Client engagement</b>	<b>23</b>
<b>13.2</b>	<b>Your responsibilities</b>	<b>24</b>
<b>13.3</b>	<b>Preliminary advice</b>	<b>25</b>
<b>13.4</b>	<b>Uninsured risks</b>	<b>25</b>
<b>13.5</b>	<b>Quotation or placing slips</b>	<b>26</b>
<b>13.6</b>	<b>Policy selection</b>	<b>27</b>
<b>13.7</b>	<b>Placing the policies</b>	<b>27</b>
<b>13.8</b>	<b>Changes / difficulties in placement</b>	<b>28</b>
<b>13.9</b>	<b>Using an insurance manual</b>	<b>28</b>
<b>13.10</b>	<b>Premium</b>	<b>29</b>
<b>13.11</b>	<b>Premium funding</b>	<b>29</b>
<b>13.12</b>	<b>Giving insurance documents to the client</b>	<b>30</b>
<b>13.13</b>	<b>Renewals and re-quoting</b>	<b>30</b>
<b>14.</b>	<b>Cancellation and lapses</b>	<b>30</b>
<b>14.1</b>	<b>Cancellation by insurer</b>	<b>30</b>
<b>14.2</b>	<b>Cancellation by client</b>	<b>31</b>

<b>14.3</b>	<b>Cancellation by funder</b>	<b>32</b>
<b>14.4</b>	<b>Lapses</b>	<b>32</b>
<b>14.5</b>	<b>Cancellation from inception</b>	<b>32</b>
<b>14.6</b>	<b>Return Premium</b>	<b>33</b>
<b>15.</b>	<b>Insurance certificates</b>	<b>33</b>
<b>15.1</b>	<b>Certificates of currency</b>	<b>33</b>
<b>15.2</b>	<b>Certificates of insurance</b>	<b>33</b>
<b>15.3</b>	<b>Certificates of placement</b>	<b>34</b>
<b>16.</b>	<b>Claims and complaints</b>	<b>34</b>
<b>17.</b>	<b>Terminating your engagement</b>	<b>34</b>
<b>17.1</b>	<b>Notifying the client</b>	<b>34</b>
<b>17.2</b>	<b>Contacting insurers and handling claims</b>	<b>35</b>
<b>18.</b>	<b>File management</b>	<b>35</b>
	<b>Detailed Table of Contents</b>	<b>37</b>

## Detailed Table of Contents

<b>About the Companion to the Broker Manual</b>	<b>2</b>
<b>Table of Contents</b>	<b>3</b>
<b>Financial Services</b>	<b>5</b>
<b>1. Overview</b>	<b>5</b>
<b>2. Retail / Wholesale clients</b>	<b>5</b>
<b>2.1 Retail Clients</b>	<b>5</b>
<i>Small Business</i>	6
<i>Personal and Domestic Property Insurance</i>	6
<b>2.2 Wholesale Clients</b>	<b>6</b>
<b>2.3 Bundled Policies</b>	<b>7</b>
<b>3. Advising</b>	<b>8</b>
<b>3.1 What is Advice?</b>	<b>8</b>
<b>3.2 What is not Advice</b>	<b>9</b>
<i>Factual Information</i>	9
<i>“Disclosure” Documents</i>	9
<i>Quotations</i>	9
<i>Advertising by Insurer</i>	10
<i>General Advice Without Remuneration</i>	10
<b>4. General and Personal Advice</b>	<b>10</b>
<b>4.1 Personal Advice</b>	<b>10</b>
<b>4.2 General Advice</b>	<b>12</b>
<i>General Advice Warnings</i>	13
<b>5. Dealing</b>	<b>13</b>
<b>5.1 Dealing</b>	<b>13</b>
<i>Self-Dealing</i>	13
<i>Debt Recovery</i>	13
<i>Power of Attorney</i>	13
<i>Trustees and Custodians</i>	13
<b>5.2 Arranging</b>	<b>14</b>
<b>5.3 Binders and Acting as an Agent of the Insurer</b>	<b>15</b>
<b>5.4 Reporting to APRA</b>	<b>15</b>
<i>Reporting Obligation</i>	15

	<i>Lodgement Of Forms</i>	15
	<i>More Than One Licensee Placing DOFI / UFI Business</i>	16
	<i>Authorised Representatives Placing Insurance Business</i>	16
<b>6.</b>	<b>Claims Handling</b>	<b>16</b>
<b>6.1</b>	<b>Claims Handling and Settling Services</b>	<b>16</b>
<b>6.2</b>	<b>Exemptions for Insurance Brokers</b>	<b>17</b>
<b>6.3</b>	<b>Acting on Behalf of the Insurer</b>	<b>17</b>
<b>7.</b>	<b>Non-Financial Services</b>	<b>18</b>
<b>7.1</b>	<b>Referrals</b>	<b>18</b>
<b>7.2</b>	<b>Clerks and Cashiers</b>	<b>18</b>
<b>7.3</b>	<b>Passing on Prepared Documents</b>	<b>19</b>
<b>7.4</b>	<b>Group Purchasing Bodies</b>	<b>19</b>
	<b>Marketing</b>	<b>22</b>
<b>8.</b>	<b>Describing Your Business</b>	<b>22</b>
<b>8.1</b>	<b>Holding Out</b>	<b>22</b>
<b>8.2</b>	<b>Restricted Terms</b>	<b>23</b>
<b>8.3</b>	<b>Business Documents</b>	<b>23</b>
	<i>AFS Licence Number</i>	23
	<i>Australian Company Number and Australian Business Number</i>	24
	<i>Business Names</i>	25
<b>9.</b>	<b>Advertising</b>	<b>25</b>
<b>9.1</b>	<b>Disclosures</b>	<b>25</b>
<b>9.2</b>	<b>Use of Words</b>	<b>26</b>
<b>9.3</b>	<b>Mass Media</b>	<b>28</b>
<b>10.</b>	<b>Direct Marketing</b>	<b>29</b>
<b>10.1</b>	<b>General Principles</b>	<b>29</b>
	<i>Marketing Material</i>	29
	<i>Lists</i>	29
	<i>Privacy</i>	30
	<i>No Contact / No Call Register</i>	30
<b>10.2</b>	<b>Telemarketing</b>	<b>30</b>
	<i>Federal Do Not Call Register</i>	30
	<i>Washing Contact Lists</i>	30
	<i>Calling Restrictions</i>	31
	<i>Consent</i>	31

	<i>Other requirements</i>	31
<b>10.3</b>	<b>Hawking</b>	<b>31</b>
	<i>What Is Unsolicited Contact</i>	32
	<i>Illegal Hawking</i>	32
	<i>Permitted advertising</i>	33
	<i>Permitted Contact</i>	33
<b>10.4</b>	<b>Electronic Marketing/Spam</b>	<b>34</b>
	<i>What is Spam?</i>	34
	<i>What is not Spam?</i>	34
	<i>What is Consent?</i>	35
	<i>Address Harvesting Lists</i>	35
<b>10.5</b>	<b>Newsletters</b>	<b>36</b>
<b>11.</b>	<b>Add-on Insurance</b>	<b>36</b>
<b>11.1</b>	<b>Deferred Sales Model</b>	<b>36</b>
<b>11.2</b>	<b>Add-on Insurance Offers</b>	<b>38</b>
	<i>What is a consumer?</i>	38
	<i>When is insurance sold 'in connection with' a principal product or service?</i>	38
	<i>Does the insurance manage a financial risk relating to the principal product or service?</i>	38
	<i>Who is the provider of the principal product or service?</i>	39
<b>11.3</b>	<b>What is the Deferred Sales Period?</b>	<b>39</b>
<b>11.4</b>	<b>What Should I Look out for?</b>	<b>40</b>
<b>12.</b>	<b>Other Marketing Strategies</b>	<b>40</b>
<b>12.1</b>	<b>Referrals</b>	<b>40</b>
	<i>Limits On Activities</i>	40
	<i>Disclosing Remuneration</i>	41
	<i>Monitoring Referrers</i>	41
<b>12.2</b>	<b>Lead Generation</b>	<b>41</b>
<b>12.3</b>	<b>Alliances</b>	<b>42</b>
<b>13.</b>	<b>Competition And Consumer Obligations</b>	<b>44</b>
<b>13.1</b>	<b>Misleading and Deceptive Conduct</b>	<b>44</b>
<b>13.2</b>	<b>False Representations</b>	<b>46</b>
<b>13.3</b>	<b>Unconscionable Conduct</b>	<b>46</b>
<b>13.4</b>	<b>Harassment or Coercion</b>	<b>47</b>
<b>13.5</b>	<b>Third Line Forcing</b>	<b>47</b>
<b>13.6</b>	<b>Consumer Guarantees</b>	<b>47</b>

<b>13.7</b>	<b>Unfair Contracts</b>	<b>48</b>
	<i>Current laws</i>	48
<b>13.8</b>	<b>Penalties</b>	<b>49</b>
	<b>Broker's Duties to Clients</b>	<b>51</b>
<b>14.</b>	<b>Provision of Services</b>	<b>51</b>
<b>14.1</b>	<b>Efficient, Honest and Fair</b>	<b>51</b>
<b>14.2</b>	<b>Best Interests Duty</b>	<b>51</b>
<b>14.3</b>	<b>Common Law Duty of Care</b>	<b>51</b>
	<i>What is the Duty?</i>	51
	<i>What Standard is Expected?</i>	52
	<i>Specific Elements of the Common Law Duty</i>	52
	<i>To Whom Is the Duty Owed</i>	60
	<i>Duration of Duty</i>	60
	<i>Compensation for Breach of Duty</i>	61
<b>14.4</b>	<b>General Insurance Code of Practice</b>	<b>61</b>
	<i>Application of GICOP</i>	61
	<i>Clients experiencing family violence, financial hardship or vulnerability</i>	62
	<i>Complaints, disputes and monitoring</i>	62
<b>14.5</b>	<b>NIBA Insurance Brokers Code of Practice</b>	<b>63</b>
	<i>About NIBA</i>	63
	<i>The 2022 Insurance Brokers Code of Practice</i>	64
	<i>Scope of the Code</i>	64
	<i>Conflicts of interest</i>	65
	<i>Remuneration</i>	65
	<i>Claims management</i>	67
	<i>Renewals</i>	67
	<i>Supporting vulnerable clients</i>	67
	<i>Sanctions and monitoring</i>	67
<b>15.</b>	<b>Remuneration Disclosure</b>	<b>67</b>
<b>15.1</b>	<b>General Principles</b>	<b>67</b>
<b>15.2</b>	<b>Remuneration Types</b>	<b>68</b>
	<i>Commissions and Fees</i>	68
	<i>Alternative Remuneration</i>	68
	<i>Rebates and Related Payments</i>	69
	<i>Wholesale Clients</i>	69
<b>15.3</b>	<b>When Remuneration Must be Disclosed</b>	<b>70</b>
	<i>FSG</i>	70

SoA	70
<i>Written Advice and Other Records of Advice</i>	71
<i>Content of Disclosure</i>	71
<b>15.4 When Remuneration Need not be Disclosed</b>	<b>71</b>
<b>16. Privacy and Confidentiality</b>	<b>72</b>
<b>16.1 Use of Personal Information</b>	<b>72</b>
<b>16.2 Collection of Personal Information</b>	<b>72</b>
<b>16.3 Privacy Procedures</b>	<b>73</b>
<i>Information Collection</i>	73
<i>Unsolicited Collection</i>	74
<i>Use and Disclosure of Personal Information</i>	74
<i>Overseas Disclosure</i>	74
<i>Sensitive Personal Information</i>	75
<i>Openness</i>	75
<i>Direct Marketing</i>	76
<i>Opting Out</i>	76
<i>Quality, Security and Destruction of Information</i>	77
<i>Correcting Personal Information</i>	77
<i>Access</i>	77
<i>Timeframe for Access and Correction</i>	78
<i>Charges for Access and Correction</i>	78
<i>Refusing Access</i>	78
<i>Giving Reasons</i>	79
<i>Complaints</i>	79
<i>Tax File Numbers and Other Identifiers</i>	79
<i>Use or Disclosure</i>	79
<i>Storage and Destruction</i>	80
<i>Privacy Breaches</i>	80
<i>Eligible Data Breaches</i>	80
<i>What is serious harm?</i>	81
<i>Data Breach Response Plan</i>	81
<i>Privacy Policy Template</i>	81
<i>Instruction for use</i>	81
<i>Privacy Collection Statement Template</i>	84
<i>Instructions for use</i>	84
<b>16.4 Increased Penalties</b>	<b>86</b>
<b>16.5 Further Privacy Reforms</b>	<b>87</b>
<b>17. Conflicts of Interest</b>	<b>87</b>



<b>17.1</b>	<b>Conflicts of Interest Policy</b>	<b>87</b>
	<i>What is a Conflict of Interest?</i>	87
<b>17.2</b>	<b>Managing Conflicts of Interest</b>	<b>88</b>
	<i>Controlling Conflicts</i>	88
	<i>Disclosing Conflicts</i>	88
	<i>Avoiding Conflicts</i>	89
<b>17.3</b>	<b>Financial and Commercial Conflicts</b>	<b>89</b>
<b>17.4</b>	<b>Related Company Conflicts</b>	<b>91</b>
<b>17.5</b>	<b>Related Company Conflicts Procedure</b>	<b>93</b>
<b>17.6</b>	<b>Conflicts Disclosures</b>	<b>93</b>
	<b>Insurance Broking</b>	<b>99</b>
<b>18.</b>	<b>Client Engagement</b>	<b>99</b>
<b>18.1</b>	<b>Initial Engagement</b>	<b>99</b>
	<i>Terms of Engagement</i>	99
	<i>Content of Letter of Engagement</i>	99
	<i>NIBA Short-Form Letter</i>	100
	<i>Letter of Authority to Review and Quote</i>	100
	<i>Client Servicing</i>	101
<b>18.2</b>	<b>Mid Term Appointments</b>	<b>101</b>
<b>18.3</b>	<b>Foreign and Foreign-Owned Clients</b>	<b>101</b>
	<i>Illegal Foreign Clients</i>	101
	<i>Risk Based Assessment</i>	102
	<i>Compliance Measures</i>	102
	<i>Sanctions-Affected Clients</i>	103
<b>19.</b>	<b>Retail Client Advice</b>	<b>103</b>
<b>19.1</b>	<b>Financial Services Guide</b>	<b>103</b>
	<i>When Must an FSG Be Provided</i>	104
	<i>Time Critical Transactions</i>	105
	<i>When an FSG is not Required</i>	106
	<i>How Must the FSG be Provided</i>	107
	<i>FSG Record Keeping</i>	108
	<i>Penalties</i>	108
<b>19.2</b>	<b>Your Advice</b>	<b>109</b>
	<i>Best Interests Duty</i>	109
	<i>Fact Find</i>	110
	<i>Incomplete or Inaccurate Information</i>	110
	<i>Analysis</i>	110

	<i>Appropriate Advice</i>	111
<b>19.3</b>	<b>Duty of Disclosure</b>	<b>111</b>
<b>19.4</b>	<b>Cooling off periods</b>	<b>112</b>
<b>19.5</b>	<b>General Advice Warning</b>	<b>113</b>
<b>19.6</b>	<b>Personal Advice</b>	<b>114</b>
	<i>When Is An SoA Required</i>	114
	<i>Content of an SoA</i>	115
	<i>Incorporating Other Documents By Reference</i>	116
	<i>What Is Not Required</i>	116
	<i>Dollar Disclosure</i>	117
<b>19.7</b>	<b>When SoAs are not Required</b>	<b>117</b>
	<i>Wholesale Clients</i>	117
	<i>Further Advice</i>	117
	<i>Personal Advice With No “Purchase” Recommendation</i>	118
	<i>Client Outside Australia</i>	118
<b>19.8</b>	<b>Records of Advice</b>	<b>118</b>
	<i>When to Provide an SoA</i>	119
<b>19.9</b>	<b>Renewals</b>	<b>119</b>
<b>19.10</b>	<b>How Must an SoA be Provided</b>	<b>120</b>
<b>19.11</b>	<b>SoA Record Keeping</b>	<b>121</b>
<b>19.12</b>	<b>Penalties</b>	<b>121</b>
<b>19.13</b>	<b>Product Disclosure Statements</b>	<b>121</b>
	<i>When Must a PDS Be Provided</i>	121
	<i>Time Critical Circumstances</i>	122
	<i>When A PDS Is Not Required</i>	122
	<i>Bundled Contracts</i>	123
	<i>Providing the PDS</i>	123
	<i>PDS Record Keeping</i>	124
	<i>Penalties</i>	124
<b>19.14</b>	<b>Retail Client Disclosure</b>	<b>125</b>
<b>20.</b>	<b>Wholesale Client Advice</b>	<b>126</b>
<b>20.1</b>	<b>Advice on Policy Coverage</b>	<b>126</b>
<b>20.2</b>	<b>Duty of Disclosure</b>	<b>127</b>
<b>21.</b>	<b>Disclosure Requirements</b>	<b>127</b>
<b>21.1</b>	<b>Duty of Disclosure</b>	<b>127</b>
	<i>Explaining the duty of disclosure</i>	129

	<i>Disclosing information to the insurer</i>	129
<b>22.</b>	<b>Policy Recommendation</b>	<b>135</b>
<b>22.1</b>	<b>Approved Policy List</b>	<b>135</b>
<b>22.2</b>	<b>Insurer Selection</b>	<b>135</b>
<b>22.3</b>	<b>Direct Offshore Foreign Insurers/ Unauthorised Foreign Insurers</b>	<b>135</b>
	<i>High Value Clients</i>	135
	<i>Atypical Risks</i>	136
	<i>Insurance Required by Foreign Law</i>	136
	<i>Risks That Cannot be Placed in the Australian Market</i>	137
	<i>Notice To Clients</i>	138
	<i>Taxes</i>	139
	<i>DOFI Record Keeping</i>	139
	<i>Reporting to APRA</i>	139
	<i>Proposed Regulation of Foreign Financial Service Providers</i>	142
<b>23.</b>	<b>Arranging New Business</b>	<b>143</b>
<b>23.1</b>	<b>Quotations / Placing Slips</b>	<b>143</b>
<b>23.2</b>	<b>Passing On Quotations</b>	<b>144</b>
<b>23.3</b>	<b>Interim Contracts / Cover Notes</b>	<b>144</b>
<b>23.4</b>	<b>Proposals</b>	<b>145</b>
<b>23.5</b>	<b>Insurance Manual</b>	<b>146</b>
<b>23.6</b>	<b>Placing the Risk</b>	<b>147</b>
<b>23.7</b>	<b>Changes / Difficulties in Placement</b>	<b>147</b>
<b>23.8</b>	<b>Binders</b>	<b>148</b>
<b>23.9</b>	<b>Premium</b>	<b>148</b>
<b>23.10</b>	<b>Renewal Reminder</b>	<b>148</b>
<b>23.11</b>	<b>Premium Funding</b>	<b>149</b>
<b>23.12</b>	<b>Confirmation</b>	<b>149</b>
<b>23.13</b>	<b>Certificates of Currency</b>	<b>150</b>
<b>24.</b>	<b>Renewals</b>	<b>150</b>
<b>24.1</b>	<b>Authority to Renew</b>	<b>150</b>
<b>24.2</b>	<b>Planning for Renewal</b>	<b>151</b>
	<i>Retail Clients</i>	151
	<i>Commercial Clients</i>	151
<b>24.3</b>	<b>Renewing</b>	<b>152</b>

<b>24.4</b>	<b>After Renewal</b>	<b>153</b>
<b>24.5</b>	<b>Uninsured Risks</b>	<b>153</b>
<b>25.</b>	<b>Cancellations and Lapses</b>	<b>153</b>
<b>25.1</b>	<b>Cancellations</b>	<b>153</b>
	<i>Cancellation by the Insurer</i>	153
	<i>Cancellation by the Broker</i>	154
	<i>Cancellation and Premium Funding Contracts</i>	154
	<i>Cancellation By The Client</i>	155
<b>25.2</b>	<b>Lapses</b>	<b>155</b>
<b>25.3</b>	<b>Other Issues</b>	<b>156</b>
	<i>Premium Adjustments</i>	156
	<i>Return Premium</i>	156
	<i>Alternative Cover</i>	156
	<i>Claims</i>	156
<b>25.4</b>	<b>Record Keeping</b>	<b>156</b>
<b>26.</b>	<b>Communications</b>	<b>157</b>
<b>26.1</b>	<b>Write, Read and Respond</b>	<b>157</b>
	<i>Write</i>	157
	<i>Read</i>	157
	<i>Respond</i>	157
<b>26.2</b>	<b>Diary System</b>	<b>158</b>
<b>26.3</b>	<b>Telephone Calls/Messages</b>	<b>158</b>
	<i>Telephone Messages</i>	158
	<i>Telephone Calls</i>	158
<b>26.4</b>	<b>Written Communications</b>	<b>159</b>
	<i>Correspondence</i>	159
	<i>Facsimiles</i>	159
	<i>Distribution System</i>	159
<b>26.5</b>	<b>Email</b>	<b>159</b>
	<i>Email Signoff</i>	159
	<i>Email Usage</i>	160
	<i>Security</i>	160
	<i>Checking E-mails</i>	160
	<i>Retention</i>	160
	<i>Viruses</i>	161
<b>26.6</b>	<b>Filing Conventions</b>	<b>161</b>

<b>Trust Accounts and Taxation</b>	<b>162</b>
<b>27. Client Money</b>	<b>162</b>
<b>27.1 Separation of Front and Back Office</b>	<b>162</b>
<b>27.2 Whose Money Is It?</b>	<b>162</b>
<b>27.3 Interest</b>	<b>162</b>
<b>27.4 Discharge on Payment to Intermediary</b>	<b>162</b>
<b>28. Trust Accounts</b>	<b>163</b>
<b>28.1 Types of Trust Accounts</b>	<b>163</b>
<i>'Intermediary' or s981B Trust Accounts</i>	163
<i>Insurer Trust Accounts</i>	163
<b>28.2 Money to be Paid Into s981B Trust Account</b>	<b>163</b>
<b>28.3 Mixed money</b>	<b>164</b>
<b>28.4 Money Which Cannot Be Paid In</b>	<b>164</b>
<b>28.5 Permissible Payments from Trust Accounts</b>	<b>165</b>
<b>28.6 Unclaimed Moneys</b>	<b>165</b>
<b>28.7 Times for Payment</b>	<b>166</b>
<i>Payments into Trust Account</i>	166
<i>Payments to Insurers</i>	166
<i>Payments to Insureds</i>	167
<i>Payments to the Broker</i>	167
<b>28.8 Notices</b>	<b>167</b>
<i>Policy Not Issued</i>	167
<i>Premium Not Received</i>	167
<i>Payments Between Intermediaries</i>	167
<b>29. Insurance Taxes</b>	<b>168</b>
<b>29.1 Taxes and Charges</b>	<b>168</b>
<b>29.2 Emergency Services Levy</b>	<b>168</b>
<i>Victoria</i>	169
<i>Tasmania</i>	169
<b>29.3 Goods and Services Tax</b>	<b>169</b>
<b>29.4 Stamp Duty</b>	<b>169</b>
<i>Stamp Duty</i>	169
<i>New South Wales</i>	170
<i>Victoria</i>	170
<i>Queensland</i>	171

<i>Australian Capital Territory</i>	171
<i>Tasmania</i>	171
<i>Western Australia</i>	171
<i>South Australia</i>	171
<i>Northern Territory</i>	171
<b>29.5 Foreign Resident Withholding Tax</b>	<b>172</b>
<b>29.6 Responsibility for payment of taxes</b>	<b>172</b>
<i>Authorised Insurers</i>	172
<i>DOFIs</i>	172
<b>29.7 Penalties</b>	<b>172</b>
<b>29.8 Emergency Services Levy Summary</b>	<b>174</b>
<b>29.9 Stamp Duty Summary</b>	<b>176</b>
<b>Claims and Complaints</b>	<b>180</b>
<b>30. Claims</b>	<b>180</b>
<b>30.1 The Importance of Good Claims Service</b>	<b>180</b>
<b>30.2 Your Obligations</b>	<b>181</b>
<b>30.3 Privacy</b>	<b>182</b>
<b>30.4 Dealing with Others</b>	<b>183</b>
<i>Insurers and Loss Adjusters</i>	183
<i>Third Parties and Repairers</i>	183
<b>30.5 The Claims Process</b>	<b>183</b>
<i>Initial Notification</i>	183
<i>Continuing The Process</i>	185
<i>Financial Hardship</i>	185
<i>Catastrophes and Disasters</i>	186
<i>Disputes and Denials</i>	186
<i>Cash Settlement Fact Sheets</i>	186
<i>Relief for emergency payments</i>	187
<i>Relief when there is a risk of family violence</i>	187
<b>30.6 Claims Procedures by Line of Business</b>	<b>187</b>
<i>Industrial Special Risks / Commercial Package</i>	187
<i>Public and Products Liability</i>	188
<i>Motor Vehicle</i>	188
<i>Marine</i>	189
<i>Professional Indemnity and Directors' and Officers' Liability</i>	190
<i>Corporate Travel</i>	190
<i>Workers' Compensation</i>	191

<b>30.7</b>	<b>Handling Money</b>	<b>191</b>
	<i>Payment of the Policy Excess</i>	<i>191</i>
	<i>Claim Settlements</i>	<i>191</i>
	<i>Insurance Claims and GST</i>	<i>192</i>
	<i>Settlement</i>	<i>192</i>
<b>31.</b>	<b>Complaints and Disputes</b>	<b>192</b>
<b>31.1</b>	<b>What is a Complaint or Dispute?</b>	<b>193</b>
<b>31.2</b>	<b>Guidelines for When You Receive a Complaint</b>	<b>193</b>
	<i>General principles</i>	<i>193</i>
	<i>Timeframes</i>	<i>194</i>
<b>31.3</b>	<b>Complaints and Disputes About Insurers</b>	<b>195</b>
<b>31.4</b>	<b>External Dispute Resolution</b>	<b>196</b>
<b>31.5</b>	<b>References to AFCA</b>	<b>197</b>
	<b>Detailed Table of Contents</b>	<b>198</b>