

# INSURANCE BROKERS CODE OF PRACTICE

**NIBA**

National Insurance Brokers Association.



**BUILDING PROFESSIONAL COMPETENCE AND CONSUMER CONFIDENCE**

# INSURANCE BROKERS CODE OF PRACTICE OVERVIEW

“The insurance broking profession is about helping you to navigate the unavoidable complexities of insurance products and markets so you can appropriately manage the risks affecting you.”

David Wyner, President, 2013 – 2014,  
National Insurance Brokers Association of Australia

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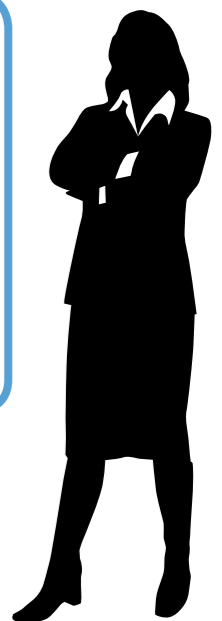
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### THE CODE COMMITS OUR MEMBERS TO:

- high standards of customer service;
- a free and transparent complaints and compliance review process; and
- abide by any binding sanctions imposed on them under the Code for any breach.



# IMPORTANT BACKGROUND INFORMATION

**“This Code aims to enhance and promote the professionalism and standing of NIBA members, and further increase community confidence in insurance brokers.”**

Dallas Booth  
NIBA CEO



## WHY DO YOU NEED TO USE AN INSURANCE BROKER?

### An insurance broker can:

- help you to assess and manage your risks, and provide advice on insurance solutions appropriate for your needs;
- help you to arrange, acquire and maintain insurance; and
- act as your advocate in settlement of any claim that may be made by you under your insurance.

In the majority of cases, an insurance broker acts on your behalf as your agent. In some situations the insurance broker may act for insurers.

Insurance brokers can offer you a variety of services, such as:

- assistance with selecting and arranging appropriate, tailored insurance policies and packages;
- detailed technical expertise including knowledge of insurance markets, prices, terms and conditions, benefits and pitfalls of the wide range of insurance policies available on the market;
- assistance in interpreting, arranging and completing insurance documentation;
- experience in predicting, managing and reducing risks;
- experience with claims and settlements; and
- assistance with services related to insurance such as premium funding and risk management reviews.

The Code is designed to set high standards relating to the role of an insurance broker when acting for customers, as well as when an insurance broker may act for an insurer or play a role in relation to services associated with its insurance services.

NIBA has created the **Need a Broker** service which can assist consumers to locate an insurance broker in their geographical area who may be able to advise them on insurance broking services.

**needabroker.com.au**

Telephone: **1300 53 10 73**

## WHO OWNS THE CODE?

The Code is an initiative of the National Insurance Brokers Association of Australia ACN 006 093 849 (NIBA) which has been recognised and respected for more than 30 years as the voice of the insurance broking industry in Australia.



### National Insurance Brokers Association of Australia

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**www.niba.com.au**



## ABOUT NIBA

Since its incorporation in 1982, NIBA has been a driving force for change in the Australian insurance broking industry, setting higher standards of professionalism and education for insurance brokers, establishing professional qualifications (Qualified Practising Insurance Broker – QPIB) and providing ongoing training and support for insurance brokers through NIBA College.

NIBA represents nearly 400 member firms and over 3000 individual Qualified Practising Insurance Brokers throughout Australia.

Insurance brokers manage more than 90% of the commercial insurance transacted in Australia, and are a major stakeholder in insurance distribution, effectively managing over \$16 billion in premiums annually and regularly accessing overseas insurance markets for large and special risks.

# IMPORTANT BACKGROUND INFORMATION

**THE CODE COMMITS US TO:**

- high standards of customer service;
- a free and transparent complaints and compliance review process; and
- abide by any binding sanctions imposed on us under the Code for any breach.



**STEP 1**

**HOW TO NAVIGATE THE CODE**

(A "Code Member" is referred to in these Standards as "we", "our" and "us" and a "Client" as "you" and "your")

**UNDERSTAND WHAT THE CODE APPLIES TO**

The Code applies to general and life insurance and other insurance related services (as defined in the "Covered Services" section page 8) provided by us as Code Members (see "Code Members" definition on page 11) to you as our Client (see "Client" definition page 11).

The Code is drafted to cover a broad range of services that go beyond those covered by the Financial Ombudsman Service (FOS) Terms of Reference. Contact the Code Administrator with questions. Visit [www.fos.org.au](http://www.fos.org.au) or tel: **1300 7808 08**.

**STEP 2**

**UNDERSTAND THE STANDARDS AND REQUIREMENTS THAT CODE MEMBERS MUST MEET**

The Code sets the high standards and other requirements we agree with NIBA to meet (see 'Service Standards' section on pages 10-13). Nothing prevents us from adopting higher standards where we wish to do so.

The aim is to promote informed and effective relationships

between us and you, insurers and others involved in the insurance industry. The Code standards address many issues not specifically dealt with in legislation. The Code does not affect or limit your rights under any relevant legislation or other law against us.

**STEP 3**

**UNDERSTAND WHAT HAPPENS IF THE CODE IS BREACHED**

If there is a breach of the Code you can make a complaint and seek to have it resolved in accordance with the Code terms (see "Complaints and Disputes Resolution Process" on pages 14-16).

The Code does not create legal or other rights between us and any person other than NIBA, with which we contract in relation to the Code.

The Code Compliance Committee can impose binding orders and/or sanctions on us for a breach (See "Binding Orders and Sanctions" on page 16).

To maintain high standards of compliance (and help protect consumers) the Code Compliance Committee will undertake annual reviews of Code compliance.

The Code Administrator also has the power to undertake Code reviews of our compliance and the Code Compliance Committee can impose binding orders and/or sanctions on us for any identified breach.

The Code Compliance Committee also monitors Code compliance and oversees administration of the Code.



**How up to date is the Code?**

The Code is a living Code and can be updated by NIBA at any time to take into immediate account where necessary of any significant market developments and industry experiences.

NIBA will arrange for the Code to be reviewed every three years.

In making any changes NIBA will consult with relevant stakeholders, including consumer representatives, Code Members, FOS, the Code Compliance Committee and relevant government agencies.



**Are any Code reports available to you?**

Reports can be prepared and publicised by NIBA covering matters it believes are of importance having regard to the Code Objectives and Code Principles.



**Words with special meanings**

Some words have the special meanings set out in the "Words with Special Meanings" section on pages 17-18.



**Additional guidance to help you understand the Code**

Guidance has been developed to assist the understanding of the Code but does not form part of the Code itself. See the Code of Practice section of the NIBA website at [www.niba.com.au](http://www.niba.com.au)



**Code Procedures**

Code Procedures also apply which cover in detail how a Complaint may be made and resolved and details of the structure and powers of the Code Administrator and Code Compliance Committee. See the Code of Practice section of the NIBA website at [www.niba.com.au](http://www.niba.com.au)

**WHAT DOES THE CODE SEEK TO DO? (CODE OBJECTIVES)**

(A "Code Member" is referred to in these Standards as "we", "our" and "us" and a "Client" as "you" and "your")

**THE CODE COMMITS US AND OUR REPRESENTATIVES TO:**

high standards of customer service

a free and transparent complaints and compliance review process

abide by any binding sanctions imposed on us under the Code for any breach

**WHAT YOU NEED TO KNOW**

We are committed by the Code to high standards, which apply to a very broad range of customers and services.

They are designed to:

- result in a higher standard of service for customers; and
- promote better and more professional, informed and effective relationships between insurance brokers and their customers, insurers and others involved in the insurance industry.

The Code addresses many issues not specifically dealt with in legislation.

Where the Code imposes an obligation that is greater than the law we will comply with it (unless it would cause us to breach the law).

The Code aims to work together with the many laws covering our conduct and in no way limits your rights under such laws against us.

The Code does not create legal or other rights between us and any person other than NIBA, with which we contract in relation to the Code.

You can complain to the Code Administrator and have the complaint resolved in accordance with the procedures set out in the Code (see "Complaints and Dispute Resolution Process" on pages 14-16).

This is usually done if our Internal Dispute Resolution (IDR) process fails to resolve the complaint. FOS will not usually consider a complaint that has not gone through this process.

The Code Administrator can also conduct reviews of Code compliance by us even where there has been no complaint. There is also an independent Code Compliance Committee that makes determinations on alleged Code breaches unresolved by the Code conciliation process, monitors compliance and oversees administration of the Code.

All of the above helps minimise non-compliance and maintain high compliance standards.

By agreeing to the Code we enter into a contract with NIBA to abide by the Code. The Code does not create legal or other rights between us and any person other than NIBA.

The Code Compliance Committee can impose binding orders or sanctions on us for a breach of the Code.

*This is a high level summary. Full details are enclosed throughout this document.*

# SCOPE OF THE CODE

## WHO DOES THE CODE APPLY TO AND FROM WHEN? (CODE MEMBERS)

### WHO ARE CODE MEMBERS (also referred to as “we”, “our” and “us” in the Code)?

NIBA Principal Member or Corporate Associate as defined in the NIBA Constitution

Anyone that has entered into a formal agreement with NIBA to be bound by the Code

Such other type of NIBA member approved by the NIBA Board

### WHEN DOES THE CODE APPLY FROM?

The later of:

- the time they become a Principal Member or Corporate Associate; and
- 1 January 2014 or such earlier time they agree with NIBA to opt into this Code.

The time they enter into an agreement with NIBA to be bound by the Code.

For a list of Code Members see [www.niba.com.au](http://www.niba.com.au)

## WHAT SERVICES ARE COVERED BY THE CODE? (COVERED SERVICES)

### COVERED SERVICES

The Code applies to Covered Services provided by us (or our Representatives on our behalf) from the time we become bound by the Code (see “Who does the Code apply to and from when?” above).

Covered Services are made up of Insurance Services and Associated Services.

### INSURANCE SERVICES means all:

- general insurance services; and
- life insurance services in relation to life policies (as defined in section 9 of the *Life Insurance Act 1995* (Cth)). Insurance Services do not include reinsurance services.

### ASSOCIATED SERVICES

means services provided in association with the provision of the above two types of Insurance Services. These services include but are not limited to:

- claims administration services;
- loss control and risk management advice;
- mutual fund or captive administration;
- risk inspection; and
- premium funding arrangement or referral.

Associated Services do not include reinsurance services

## WHO CAN ACCESS THE BENEFITS OF THE CODE? (CLIENT - REFERRED TO AS “YOU” AND “YOUR” IN THE CODE)

A person is covered by the Code as a Client in relation to the Covered Services we provide to them.

However, a Client will not include any:

- insurer or its agents;
- insurance broker;
- other type of insurance intermediary; or
- other insurance service provider such as a premium funder and loss adjuster,

except to the extent we have provided Covered Services to them in relation to or arising from their proposed or actual purchase of insurance or Associated Services.

For example, if an insurer uses our services to acquire insurance on their behalf, they are a Client in relation to that insurance and any premium funding referral we may make related to the insurance. If we act as their agent in selling insurance for them to others or act for an insured in arranging insurance with them as insurer, they won't be a Client in relation to these services.

## WHAT RIGHTS ARE PROVIDED BY THE CODE?

### RIGHTS BETWEEN US AND NIBA

We have agreed with NIBA to comply with:

- the standards and provisions of the Code; and
- any orders made or sanctions imposed by the Code Compliance Committee as a result of our breach of the Code.

### RIGHTS BETWEEN US AND YOU

You have a right to make a complaint under the Code if you believe there has been a breach of the relevant standards or provisions and seek to have it resolved in accordance with the terms of the Code. The Code does not create any legal or other right as between us and you or any person other than NIBA.

This means that by agreeing to comply with the Code we do not make any representation to you, or agree with you that, we will meet the Code standards in providing our service (unless specifically stated otherwise in writing to you). Our agreement to do so is only with NIBA.

## HOW IS THE CODE APPLIED? (CODE PRINCIPLES)

The provisions of the Code will be applied having regard to the:

- requirement of Code Members to meet the standards established at general law and statute, in particular but in no way limited to the following (as amended from time to time):
  - *Corporations Act 2001* (in particular Chapter 7);
  - *Insurance Contracts Act 1984*;
  - *Australian Securities and Investments Commission Act 2001*;
  - *Competition and Consumer Act 2010*; and
  - *Privacy Act 1988*

To the extent the Code may be found to be inconsistent with any Commonwealth, State or Territory law, that law always prevails.

- fact that insurance policies and arrangements between Code Members, Clients and insurers and their agents are substantially governed by the above legislation;
- need for Code Members to provide fair, honest and diligent services to enhance and maintain public confidence in insurance brokers and insurance intermediaries;
- need for Clients of Code Members to be made aware of the provisions of the Code; and
- need to promote competition and cost efficiency in the insurance industry and to ensure flexibility and innovation in the development and enhancement of products and services for Clients of Code Members.

## ABOUT THE CODE STANDARDS

A “Code Member” is referred to in these Standards as “we”, “our” and “us” and a “Client” as “you” and “your”



# SERVICE STANDARDS

## What standards apply to our Covered Services?

### 1 We will comply with all relevant law

### 2 We will transparently manage any conflicts of interest that may arise

Conflicts of interest are circumstances where some or all of your interests are inconsistent, or diverge from, some or all of our interests.

When providing Covered Services this standard is met where we:

- identify any conflicts of interest;
- assess and evaluate these conflicts of interest;
- decide upon and implement an appropriate response to those conflicts, which can, depending on the circumstances, include:
  - disclosing the relevant conflicts of interest to you;
  - allocating another representative to provide the relevant Covered Services; and
  - declining to provide our Covered Services.
- have monitoring procedures in place to ensure that:
  - our conflicts management arrangements are implemented and maintained; and
  - any non-compliance is identified, recorded and appropriately acted upon.
- keep appropriate records of our management of conflicts of interest;
- answer any questions you have about conflicts of interest and our procedures for handling them; and
- comply with any additional requirements imposed by relevant law regarding the management of conflicts of interest.

### 3 We will clearly tell you if we do not act for you

**When providing Insurance Services** we will clearly tell you if we are:

- acting as agent of the insurer (including under binder) before or at the time we provide any Insurance Service; and
- using another insurance broker to assist in the arrangement of insurance for you (commonly called a wholesale broker) and will explain their role and answer your questions.

### 4 We will clearly tell you about the scope of our covered services

**Before or at the time we provide Insurance Services** we will clearly tell you:

- if we are providing you with advice based on our consideration of whether certain insurance products are appropriate for your personal needs, objectives or financial situation or not (Personal Advisory Service); and
- if there are any material limits on the scope of any Personal Advisory Service being provided and what we believe are the relevant implications of this.

### 5 We will discharge our duties diligently, competently, fairly and with honesty and integrity

**When providing Covered Services on your behalf** we will exercise reasonable care and skill, including communicating with you in a clear and prompt manner.

**When you are buying insurance and we act on your behalf**, we will do the following (unless we agree with you or tell you otherwise):

- when we provide you with a Personal Advisory Service in relation to the insurance we will:
  - act in your best interests by:
    - identifying your objectives, financial situation and needs as disclosed to us by you through your instructions;
    - identifying the subject matter of the advice that has been sought by you (whether explicitly or implicitly);
    - identifying your objectives, financial situation and needs that would reasonably be considered as relevant to advice sought on that subject matter (Relevant Circumstances); and
    - making reasonable inquiries to obtain complete and accurate information where it is reasonably apparent that information relating to your Relevant Circumstances is incomplete or inaccurate. Something is “reasonably apparent” if it would be apparent to a person with a reasonable level of expertise in the subject matter of the advice that has been sought, were that person exercising care and objectively assessing the information given;
  - warn you if it is reasonably apparent that information relating to your objectives, financial situation and needs on which the advice is based is incomplete or inaccurate, and tell you that because of this, you should, before acting on the advice, consider the appropriateness of the advice having regard to your objectives, financial situation and needs;

- provide advice that is appropriate for your needs. This can include, where appropriate in the circumstances, a reasonable explanation of the terms of the insurance that the advice is being provided on;
- where the insurance is to be provided by a foreign general insurer that is not authorised under or subject to the provisions of the Insurance Act 1973 (which establishes a system of financial supervision of general insurers that carry on general insurance business in Australia), we will:
  - inform you of the general risks we believe are involved in transacting insurance with such an insurer; and
  - answer your questions;
- assist you to determine the level of insurance cover you may require;
- assist you to determine your policy requirements and arrange, acquire and maintain your insurance policies for you;
- only request an authority to obtain information from your insurers relevant to the services we are to provide for you;
- promptly provide to insurers any insurance proposal and application forms or other information required by them;
- only advise you that insurance is available on specified terms (insurance conditions, coverage or premiums) where the declared insurer has provided such terms;
- take all reasonable steps to promptly make available to you copies of any relevant insurance documentation we receive, including but not limited to policy wordings, schedules, certificates and endorsements;
- promptly advise you if policy coverage is accepted, declined, cancelled or lapsed or has had additional special terms applied to you;

*continued next page*

# SERVICE STANDARDS

## What standards apply to our Covered Services?



**ABOUT THE CODE STANDARDS**  
 A “Code Member” is referred to in these Standards as “we”, “our” and “us” and a “Client” as “you” and “your”

*continued from previous page*

- receive all general insurance notices from the insurer on your behalf and pass the notices or relevant information in the notices to you promptly (including but not limited to renewal information where relevant);
- in relation to Group Purchasing Arrangements (as defined below):
  - where the person can separately elect and pay to access the benefit and we act for the contracting insured, we will tell the contracting insured of the importance of:
    - taking reasonable steps to make copies of the relevant policy terms available to the relevant persons at or before the time they make the election and pay; and
    - complying with relevant law as it applies to them in relation to such arrangements.

A “Group Purchasing Arrangement” is where the policy provides the benefit of being able to claim under the policy to persons who are not contracting insureds (e.g persons covered by reason of section 48 of the *Insurance Contracts Act 1984* (Cth)).

**When you have an insurance claim and we act on your behalf** we will (unless we agree with you or tell you otherwise):

- assist you in making and progressing a claim (including but not limited to providing you with claim forms and claims advice), and will act in your best interests in doing so;
- on receiving an insurer’s response to a claim, inform you as soon as reasonably practical of that response; and
- assist you and negotiate with insurers on your behalf in the event of a claim being disputed or rejected.

**When we act for an insurer and not on your behalf** we will:

- tell you if we are acting for an insurer and not for you before or at the time we provide our services for certain transactions. This is important because in these circumstances we will not be acting on your behalf;
- comply with any obligation that the insurer has under any law or code of practice the insurer subscribes to, where relevant to our conduct and subject to our agreement with the insurer;
- take all reasonable steps to promptly make available to you or your agent copies of any relevant insurance documentation evidencing the insurance in force, including but not limited to policy wordings, schedules, certificates and endorsements; and
- reasonably assist with any requested acquisition, arrangement or management of your insurance policies, including but not limited to any endorsement, reinstatement, replacement, renewal or cancellation of such policies.

**6 We will clearly tell you how our covered services are paid for before we provide them and answer any questions you have**

**Before or at the time you enter into an insurance policy** we will clearly tell you:

- if we will receive remuneration (e.g a fee payable by you) in addition to or instead of commission/brokerage from the relevant insurer as a result of you accepting an insurance policy arranged by us (including renewals and variations).  
 The commission/brokerage is generally a percentage of the insurer’s premium. It is included in the premium set out in our invoices and we receive it when you pay the premium or at such other time agreed with the insurer.
- if we intend to retain any of the commission/brokerage paid by the insurer or any fee paid by you if the insurance policy is cancelled before the period of insurance ends.

**7 We will handle any money received in accordance with relevant law and any agreement with you**

We will answer any question you may have about the operation of any designated trust account we have established in accordance with the *Corporations Act 2001*. We use this account to hold certain insurance premiums paid to us by you and certain moneys owing to you that are paid to us by insurers.

**8 We will ensure that we and our representatives are competent and adequately trained to provide the relevant services and will maintain this competence**

- We will:
- ensure our Representatives receive adequate training to competently provide services on our behalf, including but not limited to:
    - an understanding of this Code or other relevant code applying to them and their obligations under them (where applicable to their activities); and
    - meeting any training standards identified by NIBA as applicable to the Covered Services;
  - ensure records of their training are kept for at least five years and make the records available for examination by the Code Administrator or Code Compliance Committee on request;
  - measure the effectiveness of their training by appropriately monitoring their performance;
  - require additional or remedial training to address any identified deficiencies or improvements required in their training and ongoing development; and
  - maintain and keep current a training and development plan for our Representatives that is appropriate for the services provided by them or to be provided by them in the future.

**9 We will respond to catastrophes and disasters in a timely, professional, practical and compassionate manner in conjunction with any industry-wide response**

**10 We will ensure that we have an internal complaints and disputes handling process that meets the Code Complaints and Dispute process standards (see pages 14-16)**

**11 We will support NIBA in promoting the Code and make information on the Code (including how to make a complaint) and our Covered Services readily available to you**

**12 We will not engage in activity or inactivity that is reasonably likely to bring the insurance broking profession into disrepute**

# COMPLAINTS AND DISPUTE RESOLUTION PROCESS

**THE CODE COMMITS US TO:**

- high standards of customer service;
- a free and transparent complaints and compliance review process; and
- abide by any binding sanctions imposed on us under the Code for any breach.



## GENERAL STANDARDS

(A “Code Member” is referred to in these Standards as “we”, “our” and “us” and a “Client” as “you” and “your”)

Our internal complaints and disputes handling process for Covered Services (IDR Process) is a two-step process as set out to the right and must:

- meet any relevant standard required by law;
- be free of charge;
- be conducted in a fair, transparent and timely manner;
- require us to:
  - immediately (or if this is not possible as soon as practicable) acknowledge the receipt of Complaints or Disputes and address them promptly in accordance with their degree of urgency;
  - only ask for and take account of relevant information in considering a Complaint or Dispute;
  - immediately initiate action to correct any identified error or mistake in dealing with a Complaint or Dispute;
  - allow you to seek access to information we have relied on in assessing a Complaint or Dispute and provide you with access to the information, except in special circumstances, such as where this would breach any laws (e.g. privacy) or would prejudice us in relation to the Complaint or Dispute; and
  - provide reasons why we will not give you access to such information mentioned above (in writing if you request it); and
- handle Complaints and Disputes caused by our Representatives for Covered Services provided by them on our behalf.

## USUAL PROCESS FOR RESOLVING A COMPLAINT FROM START TO FINISH

STEP 1

### MAKING A COMPLAINT TO US

‘Complaint’ means an expression of dissatisfaction made to us by you related to our Covered Services, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected.

- We will advise you on how we propose to resolve it by the earlier of:
- 21 days or such later time agreed with you in order to obtain information or undertake the relevant assessment or investigation. If a later time is agreed, we will keep you informed of progress on a regular basis as is reasonable in the circumstances; and
  - such time limits required by law or the relevant ASIC-approved external dispute resolution scheme to which we belong.

If the Complaint is resolved and both parties are happy, the issue ends here. If not, the Complaint will proceed to step 2 as a Dispute.

STEP 2

### DISPUTE

‘Dispute’ means an unresolved Complaint.

If a Complaint is unresolved (for example, you tell us you are dissatisfied with our decision on a Complaint, or you or we ask to treat the Complaint as a Dispute) we will follow the procedure below.

We will refer the matter to our internal disputes resolution manager, who will consider and seek to resolve the dispute by the earlier of:

- 21 days or such later time agreed with you in order to obtain information or undertake the relevant assessment or investigation. If a later time is agreed, the manager will keep you informed of progress on a regular basis as is reasonable in the circumstances; and
- such time limits required by law or the relevant ASIC-approved external dispute resolution scheme to which we belong.

Our dispute resolution manager will:

- advise you of any decision they have reached in writing, including clear reasons for the decision; and
- if they have been unable to resolve a dispute with you through the above process, provide you with information on how you can seek to access the the Financial Ombudsman Service, or such other ASIC-approved independent external dispute resolution scheme we belong to (which is free of charge), as described in step 3 (right), and meet such other requirements of that scheme.

We will make information on our Complaints and Disputes resolution process available to you.

STEP 3

### REFERRAL OF DISPUTE TO FINANCIAL OMBUDSMAN SERVICE (FOS)

#### DISPUTE WITHIN FOS TERMS OF REFERENCE

If FOS decides your dispute falls within its Terms of Reference (TOR) it will handle it in accordance with the TOR. Visit [www.fos.org.au](http://www.fos.org.au) for more details.

#### DISPUTE WITHIN CODE TERMS

If FOS decides your dispute falls outside its TOR it will arrange, as Code Administrator, to determine if it falls with the terms of the Code. If so, it will follow the process below. See Code Procedures for more detail, located at [www.niba.com.au](http://www.niba.com.au)

#### Reporting breach and resolution by Code Compliance Manager

- **Reporting a breach**
  - For an alleged breach to be reviewed the required complaint form must be completed and provided to the Code Compliance Manager by a Client. If appropriate, they will assist the Client in completing the form.
- **Review of Code compliance**
  - The Code Compliance Manager may conduct compliance reviews of any Code Member whether a complaint has been received or not.
- **Conciliation process**
  - The Code Compliance Manager will, where appropriate, endeavour to resolve alleged breaches of the Code by a Code Member by conciliation. They do not have the power to make any decisions which bind a Code Member or the complainant. They will refer any unresolved matter to the Code Compliance Committee.

#### Binding determination by Code Compliance Committee

- The Code Compliance Committee has the power to determine if there is a breach of the Code and make such orders and impose such permitted sanctions as are appropriate on the Code Member.
- These bind the Code Member but not the complainant.

*See overleaf for information on binding orders and sanctions*



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**1300 780 808**  
[info@fos.org.au](mailto:info@fos.org.au)



# COMPLAINTS AND DISPUTE RESOLUTION PROCESS

## BINDING ORDERS AND SANCTIONS

The following binding orders and sanctions can be made or imposed on Code Members for a Code breach:

- order rectification of the problem procedures;
- order a Code Member to comply with the provisions of the Code or a specified provision of the Code;
- order a Code Member to comply with the provisions of the Code Procedures or a specified provision of the Code Procedures;
- order a Code Member to undertake through an independent and appropriately qualified person an audit of its compliance procedures;
- order a Code Member to publish corrective advertising;
- order a Code Member to undertake, or require their employees or agents to undertake, professional education of a specific type;
- impose a timetable for compliance with the above orders by a Code Member;
- publish details of any non-compliance by a Code Member, including their name and the name of the Company they represent; and
- recommend to NIBA that the Code Member be removed or suspended as a member of the Code and NIBA.

No monetary penalties can be imposed on a Code Member.

## THE CODE COMMITS US TO:

- high standards of customer service;
- a free and transparent complaints and compliance review process; and
- abide by any binding sanctions imposed on us under the Code for any breach.



# WORDS WITH SPECIAL MEANING

## “ASSOCIATED SERVICES”

has the meaning given to it in the section “Associated Services” on page 8.

## “ASIC”

means the Australian Securities and Investments Commission.

## “CATASTROPHES OR DISASTERS”

means any natural events such as fires, floods, earthquakes, cyclones, severe storms and hail, affecting a significant group of persons.

## “CLIENT”

has the meaning given to it in the section “Who can access the benefits of the Code? (Client)” page 9.

## “CODE”

means this version of the Code.

## “CODE ADMINISTRATOR”

means the Financial Ombudsman Service Limited (FOS) or such other entity appointed by NIBA from time to time for this role.

## “CODE COMPLIANCE COMMITTEE”

means the independent committee of that name operating under the Code Procedures that can amongst other things, make binding determinations for a breach of the Code.

## “CODE COMPLIANCE MANAGER”

means the Code Compliance Manager appointed by the Code Administrator in accordance with the Code Procedures.

## “CODE MEMBER”

has the meaning given to it in the section “Who does the Code apply to and from when? (Code Members)” page 8.

## “CODE OBJECTIVES”

has the meaning given to it in the section “What does the Code seek to do? (Code Objectives)” page 7.

## “CODE PRINCIPLES”

has the meaning given to it in the section “How is the Code applied? (Code Principles)” page 9.

## “CODE PROCEDURES”

means the code procedures determined by the NIBA Board to apply in relation to the administration of the Code. See the Code of Practice section of the NIBA website at [www.niba.com.au](http://www.niba.com.au)

## “COMPLAINT”

means an expression of dissatisfaction made to us by you related to our Covered Services, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected.

## “COVERED SERVICES”

has the meaning given to it in the section “What Services are covered by the Code? (Code Services)” page 8.

# WORDS WITH SPECIAL MEANING

## **“DISPUTE”**

means an unresolved Complaint.

## **“FOS”**

means the Financial Ombudsman Service Limited, which administers the Code for NIBA  
[www.fos.org.au](http://www.fos.org.au)

## **“FOS TERMS OF REFERENCE”**

means the relevant terms of reference issued by FOS available at [www.fos.org.au](http://www.fos.org.au)

## **“INSURANCE SERVICES”**

has the meaning given to it in the section “Insurance Services” page 8.

## **“NIBA”**

means The National Insurance Brokers Association of Australia (NIBA) (ACN 006 093 849)  
[www.niba.com.au](http://www.niba.com.au) which is the peak body for the insurance broking industry in Australia.

## **“PERSONAL ADVISORY SERVICE”**

is when we provide you with advice based on our consideration of whether certain insurance products are appropriate for your personal needs, objectives or financial situation or not.

## **“REPRESENTATIVE(S)”**

means anyone who acts on behalf of a Code Member in providing the Covered Services, including but not limited to their employees.

## **“YOU” AND “YOUR”**

has the same meaning as “Client”.

## **“WE”, “OUR” AND “US”**

has the same meaning as “Code Member”.

For more detailed information on the Code, view the online version at [www.niba.com.au](http://www.niba.com.au)





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