Trans-West Insurance Brokers (NSW) Pty Ltd

79 Bathurst Street Liverpool NSW 2170

AFS Licence 230142

Terms & Conditions – Ver 2025.01.13

TRANS-WEST
INSURANCE BROKERS

Terms and Conditions

If you ask us to arrange cover and so engage our services it is understood that you accept the following terms and conditions:

1. Your Agent

1.1Trans-West will be your agent as provided for in the Financial Services Reform Act 2001 for the period of our engagement.

2. Limit of Advice

2.1 Our services and advice are limited to matters relating to and arising from this policy only and no other risk, exposure or interest. We can only accept responsibility for providing broader advice if engaged by you on a 'whole account' basis and we confirm acceptance of that engagement in writing.
2.2 General Advice Warning
General Advice does not take into account your personal needs and financial circumstances at the time, therefore you will need to consider whether this advice suits your requirements prior to acting upon it.
If we arrange an insurance policy for you, you should obtain and consider the relevant Product Disclosure Statement (PDS) before making any decision to purchase that financial product. The PDS is produced by the insurer and is designed to give you important information about the policy you are considering purchasing.

3. Workers Compensation

3.1 Cover for Workers Compensation will NOT be included in any policy arranged by Trans-West unless our documentation sent to you specifically states that Workers Compensation is included.

4. Instructions by E-Mail or Telephone

4.1Any form of instruction you send to us by e-mail or telephone will only be enforceable by you if we have confirmed receipt of the instruction back to you in writing.

5. Interim Cover

5.1 Cover is interim cover based upon the Insurers standard policy wording - continued cover will be dependent on you providing a signed proposal form and it being accepted by the Insurer.

6. Policy Documentation

The policy document will be sent to you as soon as possible after issue by the Insurer.

7. Explanation of Policy Conditions & Exclusions

7.1 It is not feasible for us to explain to you every term, condition or exclusion that the policy contains - you accept responsibility to read the policy so as to be aware of the terms, conditions and exclusions it imposes.
7.2 We will be pleased to explain any policy term, condition or exclusion that you don't understand but unless we hear from you within 30 days of sending the policy to you it will be taken that you accept the policy as meeting your requirements.

8. Insurer Security

8.1 Trans-West will endeavour to obtain sound cover with licensed Insurers but we cannot vouch for the financial stability or claims paying ability of any Insurer.

9. Premiums

9.1 All premiums will be invoiced by Trans-West and are payable to Trans-West (except NSW Workers Compensation);
9.2 Premiums received by Trans-West will be banked into a specifically designated bank account before remittance to Insurers. Interest earned on premiums held in that account will be retained by Trans-West.
9.3 Premiums are not necessarily the lowest available since 'best insurance' does not always equate with the lowest premium;
9.4 If you use 'premium funding' to pay the premium we will receive commission from the premium funder and if the premium funder requests cancellation of the policy (as per your contract with the funder) we will act on that request and forward any premium refund to the premium funder.

10. Trans-West Remuneration

10.1 We will receive direct remuneration for our services in relation to this insurance in the following ways: (i) fees paid directly by you as shown on our invoice and (ii) commission paid to us by your Insurer:

11. Termination of Service

11.1 Our services can be terminated at any time by either you or us giving written notice to the other;
11.2 If services are terminated by Trans-West then you will be entitled to a refund of a pro-rata portion of fees (but NOT commission) paid or payable for the period of the insurance contract – any premiums held by Trans-West will be remitted to Insurers;
11.3 If services are terminated by you then Trans-West will be entitled to retain ALL fees and commission paid or payable for the period of the insurance contract – any premiums held by Tans-West will be remitted to Insurers.

12. Collection and Use of Personal Information

12.1 As an insurance broker and advisor it is necessary for us to collect personal information as defined by the Privacy Act 1988 so that we can obtain insurance on your behalf or resolve claims or otherwise advise you in regard to insurance and risk management matters.
12.2 This personal information will need to be disclosed to third parties such as insurers, insurance agents, loss adjusters, lawyers, accountants and others depending on the task we are undertaking on your behalf.
12.3 We take reasonable steps to ensure that the information is accurate, complete and up-to-date.
12.4 When you provide us with personal information about other persons, we rely on you to have made them aware that you are providing the information to us and the way in which we will use it.
12.5 If you engage our services you will be confirming your understanding and agreement to the above use of personal information on your behalf and on behalf of those you represent.

13. Target Market Determinations

13.1 Trans-West agrees to distribute Retail products in accordance with a valid and up to date Target Market Determination (TMD). A TMD will document who the product is (and isn't) designed for, how it is distributed and the process for reviewing and reporting on the product.
13.2 TMD documents can be accessed at www.transwest.com.au by clicking on the TMD Icon.