

THE GENERAL INSURANCE BROKERS' CODE OF PRACTICE

CONTENTS

1 Introduction

Outline of the Code	3
Objectives of the Code	3
Principles of the Code.....	3
Monitoring of the Code.....	3
Review and development of the Code	4

2 Scope and application.....4

3 Defined words.....4

4 Responsibilities of Insurance Broker acting as agent of Insured

General.....	5
Policy arrangements/renewal.....	5
Drafting of policy documentation.....	5
Claims	6
Employees and agents.....	6

5 Responsibilities of Insurance Broker acting as agent of insurer

General.....	7
Policy arrangements/ renewal/cancellation.....	7
Employees and Agents.....	7

6 General obligations of Insurance Broker

Provision of information.....	8
Consumer Relations Manager (CRM)/Referee	8
Compliance systems	8
Annual report to the CRM.....	8

7 Internal dispute resolution process9

8 Procedure for resolving alleged breach of the Code

Conduct covered by the Code	10
Reporting of alleged breaches of the Code	10

STEP 1 - RESOLVING AN ALLEGED BREACH OF THE CODE - CRM

Conciliation of an alleged breach of the Code by CRM 10
Discretion of CRM to refuse to consider or continue considering an
alleged breach of the Code which is inappropriate for the procedure..... 10
Right of appeal against exercise of discretion by CRM 10
Request for information by CRM 10
Time for conciliation of an alleged breach of the Code 11
Failure of CRM to resolve alleged breach of the Code -Automatic referral to
Referee by CRM..... 11

STEP 2 - RESOLVING AN ALLEGED BREACH OF THE CODE - REFEREE

Determination of an alleged breach of the Code by the Referee 11
Discretion of Referee to refuse to consider or continue considering an
alleged breach of the Code which is inappropriate for the procedure..... 11
Request for information by Referee..... 12
Form of proceedings for determination of an alleged breach of the Code
by the Referee..... 12
Time for determination, orders, sanctions 13
Powers of the Referee - orders/sanctions 13
Insurance Brokers bound by Referee’s determination, orders and sanctions 13
Failure to comply with orders or sanctions imposed by Referee 13
Acceptance of Referee’s determination, orders and sanctions by complainant 14
No right of appeal 14
Review by Referee of CRM’s decision to refuse to consider or continue
considering an alleged breach of the Code which the CRM believes is
inappropriate for this procedure.. 14

9 Liability of CRM, Referee and Insurance Broker’s Compliance Council.....15

1. INTRODUCTION

Outline of the Code

The General Insurance Brokers' Code of Practice (Code) is intended to promote good relations between Insurance Brokers and Insureds, insurers and others involved in the insurance industry. It will also promote efficiency in transactions by describing standards of good practice and the level of service to be expected from Insurance Brokers.

The Code is part of a national self regulatory scheme. The scheme also includes the Insurance Brokers Dispute Facility (IBDF). All Insurance Brokers subject to the scheme will be bound by the terms of both the Code and the IBDF. The Code applies to general insurance matters only. (Life insurance matters are covered by a separate compulsory, government imposed life insurance code.)

The Code sets out the responsibilities of participating insurance brokers and also requires them to establish an internal process for resolving disputes with insureds. It does not create legal rights.

Any breach of the Code by an Insurance Broker may give rise to binding orders or sanctions being imposed on the Insurance Broker. However, no monetary penalties may be imposed.

The Code will be monitored by the Insurance Brokers' Compliance Council (IBCC). Its members represent consumers and insurance brokers.

The Code is a "living" document. It will be formally reviewed by the IBCC every three years in consultation with the Government, consumer representatives and the industry. However, it can be adapted in the meantime to deal with any problems which may arise.

All participating Insurance Brokers are required to make information concerning the Code available to insureds.

Objectives of the Code

The Code is intended to:

- (a) describe standards of good practice and service to be expected of Insurance Brokers
- (b) promote informed and effective relationships between Insureds, insurers and Insurance Brokers
- (c) promote efficiency in transactions in which Insurance Brokers are involved and the effectiveness of the Insurance Brokers' services to Insureds and insurers
- (d) provide for consumer involvement in dispute resolution and reviews of the Code
- (e) promote the effective resolution of disputes between Insurance Brokers and Insureds.

The Code provides for enforcement of its provisions, the making of orders and imposition of sanctions. A breach of the Code does not give rise to any legal right or liability.

Principles of the Code

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

- (a) the requirement of Insurance Brokers to meet the standards established at general law and statute, in particular the Insurance (Agents & Brokers) Act 1984, the Insurance Contracts Act 1984, the Trade Practices Act 1974 and the State Fair Trading Acts
- (b) the fact that both insurance contracts and arrangements between Insureds, Insurance Brokers and insurers and their agents are substantially governed by the Insurance Contracts Act 1984 and the Insurance (Agents & Brokers) Act 1984 and other relevant insurance legislation
- (c) the need for Insureds to be made aware of the provisions of the Code
- (d) the need to promote effective competition and cost efficiency in the insurance broking industry and to ensure flexibility in the development and enhancement of products and services for Insureds.

Monitoring of the Code

Compliance with the Code and its operation shall be monitored by the Insurance Brokers' Compliance Council, which comprises a consumer representative, a NIBA representative and an industry representative.

Review and development of the Code

Formal review

A review of the Code is to be conducted by the Insurance Brokers' Compliance Council in consultation with government, consumers and the industry every three years.

Living Code

Prior to the review of the Code, NIBA, with the agreement of the ASIC, may modify the Code and issue guidelines as to its implementation and interpretation.

Adoption of the Code by an Insurance Broker

An Insurance Broker who is not a member of NIBA can adopt the Code by entering into an agreement on terms approved by NIBA which will require the Insurance Broker to comply with the provisions of the Code and any orders made or sanctions imposed as a result of a breach of the Code by the Insurance Broker.

All Insurance Brokers who are NIBA members automatically adopt the Code from the Date of its inception.

2. SCOPE AND APPLICATION

The Code will apply to the acts and omissions of all Insurance Brokers, in relation to General Insurance Contracts, from the date they adopt the Code.

3. DEFINED WORDS

CRM means the Consumer Relations Manager under the IBDF and the Code.

General Insurance Contract means:

- (a) contracts of insurance which are prescribed contracts under Section 34 of the Insurance Contracts Act 1984, being:

- (b) Motor Vehicle (comprehensive third party property damage only or extended third party property damage policies)

- Home Buildings
- Home Contents
- Sickness and Accident
- Consumer Credit
- Travel

- (b) contracts of insurance not falling within (a) but which insure personal and domestic property (including movables, valuables, caravans, on-site mobile homes and marine pleasure craft) and Small Business¹.

- (c) other policies specifically endorsed by the Insurance Broker in correspondence or other documentation to the Insured to be a General Insurance Contract subject to the Code.

but does not include a life policy as defined in the Life Insurance Act 1995.

Insurance Broker means an Insurance Broker who has adopted the Code in accordance with the requirements set by NIBA.

Insured means any insured or proposed insured under a General Insurance Contract arranged or effected or proposed to be arranged or effected by an Insurance Broker.

Insurance Brokers' Compliance Council (IBCC) means the Council established to oversee the IBDF and the General Insurance Brokers' Code of Practice.

Insurance Brokers Dispute Facility (IBDF) means the dispute facility established by NIBA to deal with complaints against insurance brokers.

ASIC means the Australian Securities and Investment Commission or any regulatory authority which assumes its role.

NIBA means the National Insurance Brokers Association of Australia.

Referee means the Referee under the IBDF and the General Insurance Brokers' Code of Practice.

¹ "Small business" means:

an individual, a partnership of natural persons or a corporation whose shareholders are natural persons which

- (a) employs no more than five employees (including working proprietors) at any one time, and

4. RESPONSIBILITIES OF INSURANCE BROKER ACTING AS AGENT OF INSURED

An Insurance Broker when acting as the agent of an Insured in relation to a General Insurance Contract will:

General

- (a) discharge its responsibilities and duties competently and with integrity and honesty
- (b) act in the best interest of its principal
- (c) exercise reasonable care and skills
- (d) comply with its fiduciary obligations to its principal, including:
 - (i) avoiding conflicts of interest
 - (ii) if a conflict of interest occurs, disclosing that conflict as soon as is reasonably practicable
 - (iii) disclosing fees, commission or other remuneration or benefit to the Insured, as required by Section 32 of the Insurance (Agents & Brokers) Act 1984
 - (iv) complying with all legislation dealing with secret commissions
 - (v) maintaining the confidentiality of its principal's records and other information
- (e) comply with the provisions of the Insurance (Agents & Brokers) Act 1984, the Insurance Contracts Act 1984, the Trade Practices Act 1974 and the State Fair Trading Acts
- (f) maintain all records required by law and comply with all requirements for production of, access to, or copying of, such records
- (g) provide such information as may be legally required by any regulatory or other authority

- (h) be familiar with the General Insurance Code of Practice and all other relevant insurance codes of practice so that Insureds can be assisted in understanding and enforcing their rights under such codes

Policy arrangements/renewal/cancellation

- (i) assist the Insured in determining its policy requirements and arranging policies
- (j) promptly provide the Insured's proposal information to the insurer
- (k) promptly advise the Insured if policy coverage is declined, cancelled or lapsed
- (l) take reasonable steps to promptly make available to the Insured, copies of policy wordings, insurance documentation, certificates and endorsements as may be required
- (m) take reasonable steps to obtain from the insurer and promptly convey to the Insured, relevant information and documents being sent by the insurer to the Insured
- (n) advise the Insured in writing of the insurer's premium and other charges showing any fees charged by the Insurance Brokers separately
- (o) promptly deal with the Insured's requirements as to policy changes
- (p) check the accuracy of insurer documentation pertaining to the Insured, including cover notes, policies and endorsements
- (q) when requested, assist the Insured with policy renewal
- (r) not knowingly be a party to or participate in any deliberate nondisclosure or misrepresentation

Drafting or policy documentation

- (s) when drafting policy documentation, make reasonable efforts to draft such documents in plain language
- (t) when drafting proposal forms, attempt to ensure that they:

(b) has an annual turnover (including the turnover of related enterprises or bodies corporate or other associated entities) not exceeding \$350,000

- (i) identify the usual information the insurer ordinarily requires to be disclosed
- (ii) are in plain language and provide instructions where necessary on how the questions should be answered
- (iii) comply with the law

Claims

- (u) when requested, assist the Insured in the making of a claim
- (v) not knowingly be a party to, or assist in, or be in any way an accomplice in, the making of a fraudulent claim or a claim which is partly fraudulent
- (w) when requested, assist the Insured with advice in the event of a claim being disputed or rejected including advice as to the availability of dispute resolution mechanisms

Employees and agents

- (x) provide suitable training for its employees and agents having regard to the employee's or agent's role and responsibilities
- (y) take reasonable steps to ensure that its employees and agents comply with the obligations set out above.

5. RESPONSIBILITIES OF INSURANCE BROKER ACTING AS AGENT OF INSURER

An Insurance Broker when acting as the agent of an insurer in relation to a General Insurance Contract will, to the extent required by the terms of the agency agreement and at law:

General

- (a) discharge its responsibilities and duties competently and with integrity and honesty
- (b) act in the best interest of its principal
- (c) exercise reasonable care and skills
- (d) comply with its fiduciary obligations to its principal, including:
 - (i) avoiding conflicts of interest
 - (ii) if a conflict of interest occurs, disclosing that conflict as soon as is reasonably practicable
 - (iii) complying with all legislation dealing with secret commissions
 - (iv) maintaining the confidentiality of its principal's records and other information
- (e) comply with the provisions of the Insurance (Agents & Brokers) Act 1984, the Insurance Contracts Act 1984, the Trade Practices Act 1974 and the State Fair Trading Acts
- (f) maintain records required by law and comply with legal requirements for production of, access to, copying of, such records
- (g) provide such information as may be legally required by any regulatory or other authority
- (h) comply with the General Insurance Code of Practice and other relevant insurance codes of practice

Policy arrangements/renewal/cancellation

- (i) promptly deal with the Insured's proposal information
- (j) promptly advise the Insured if policy coverage is declined, cancelled or lapsed
- (k) as required by law, promptly provide to the Insured copies of policy wordings, insurance documentation, certificates and endorsements
- (l) promptly convey to the Insured, relevant information and documents being sent by the insurer to the Insured
- (m) advise the Insured in writing of the insurer's premium and other charges showing other fees separately
- (n) promptly deal with the Insured's requirements as to policy changes
- (o) issue accurate policy documentation
- (p) when requested, assist the Insured with policy renewal
- (q) not knowingly be a party to or participate in any deliberate nondisclosure or misrepresentation

Employees and agents

- (r) provide suitable training for its employees and agents having regard to the employee's or agent's role and responsibilities
- (s) take reasonable steps to ensure that its employees and agents comply with the obligations set out above.

6. GENERAL OBLIGATIONS OF INSURANCE BROKER

An Insurance Broker will:

Provision of information

- (a) make available to Insureds, copies of the Code
- (b) make available to Insureds, information on the Insurance Brokers Dispute Facility
- (c) advise Insureds in writing that they are a subscriber of the IBDF

Consumer Relations Manager (CRM)/Referee

- (d) co-operate with the CRM and the Referee in the investigation of a dispute covered by the Insurance Brokers Dispute Facility or alleged breach of the Code involving the Insurance Broker or any other Insurance Broker
- (e) accept determinations of and comply with orders made and sanctions imposed by the Referee
- (f) pay any fees charged by the IBDF within 14 days from receipt of the invoice

Compliance systems

- (g) implement appropriate systems and documentation for the Insurance Broker in writing to comply with the Code, in particular, keeping records which allow it to provide the information required by the IBDF Annual Complaints Report

Annual report to the CRM

- (h) complete and submit the IBDF Annual Complaints Report including any other documentation requested to the CRM within the time specified in the Annual Complaints Report

7. INTERNAL DISPUTE RESOLUTION PROCESS

An Insurance Broker will:

- (a) have a fully documented internal process for handling disputes with Insureds in relation to General Insurance Contracts or a dispute covered by the Insurance Brokers Dispute Facility. This process shall provide a fair and timely method of handling disputes
- (b) provide Insureds with free access to this process at no charge to the Insured
- (c) make documentation available to the Insureds which:
 - (i) describes the procedure for handling a dispute
 - (ii) states the usual time within which a dispute will be determined. In most instances, it should be reasonable for a dispute to be determined within 20 working days from the Insurance Broker having received all relevant information from the Insured
 - (iii) confirms that the dispute will be handled by an officer or employee of the Insurance Broker with appropriate powers to deal with the dispute
- (d) promptly reply in writing to any request from Insureds for the resolution of a dispute
- (e) if the dispute is not resolved in a manner acceptable to the Insured:
 - (i) provide to the Insured where appropriate, the general reasons for that outcome
 - (ii) inform the Insured whether the Insurance Broker believes the dispute is one to which the Insurance Brokers Dispute Facility will apply and information as to the availability of, and how to refer a dispute to, the Insurance Brokers Dispute Facility.

- (a) insufficient information has been provided by the Insured to allow the Insurance Broker to properly consider the dispute after the Insurance Broker has made a written request for such further information from the Insured
- (b) the substance of the dispute is, or has already been, the subject of consideration by the Insurance Broker's internal dispute resolution process, CRM, Referee, statutory body, or other complaint or dispute resolution process, or adjudication by a court, tribunal or other legal process.

A dispute need not be dealt with by an Insurance Broker where:

8. PROCEDURE FOR RESOLVING ALLEGED BREACH OF THE CODE

Conduct covered by the Code

The conduct complained of must fall within the Scope and Application of the Code (see Section 2 of the Code).

Reporting of alleged breaches of the Code

An alleged breach of the Code must first be reported to the CRM by the complainant in writing. Anyone may make a complaint concerning an alleged breach of the Code.

Enquiries concerning an alleged breach of the Code may be made to the CRM by telephone, facsimile, mail or in person by appointment.

Insurance Brokers are required to make the Code available to Insureds.

STEP 1 - RESOLVING AN ALLEGED BREACH OF THE CODE - CRM

Conciliation of alleged breach of the Code by CRM

The CRM will endeavour to resolve alleged breaches of the Code by conciliation.

In conciliation an alleged breach of the Code, the CRM is to give fair and just advice and assistance to the parties having regard to what is fair and reasonable in all circumstances, the principles of insurance law and practice and the principles and objectives of the Code.

Discretion of CRM to refuse to consider or continue considering an alleged breach of the Code which is inappropriate for the procedure.

The CRM will have a discretion to refuse to consider or continue considering an alleged breach of the Code which the CRM believes in all the circumstances to be inappropriate for this procedure. For example where

- (a) the CRM does not believe that the conduct complained of is covered by the Code

- (b) the alleged breach is also, or could be, the subject of a dispute covered by the Insurance Brokers Dispute Facility

- (c) the substance of the alleged breach is, or has already been, the subject of consideration by the CRM, Referee, a statutory body, or other complaint or dispute resolution process, or adjudication by a court, tribunal or other legal process

- (d) insufficient information has been provided by the complainant to allow the CRM to properly consider the alleged breach

- (e) the complaint concerning the alleged breach is frivolous or vexatious

- (f) the Insurance Broker's right to indemnity under a professional indemnity insurance policy may be seriously prejudiced if the matter was to proceed in the absence of consent by the relevant professional indemnity insurer and that insurer has refused or failed to provide an appropriate consent.

Where the CRM exercises the discretion referred to above, the CRM is required to provide written reasons for his/her decision to the complainant and where appropriate, any steps which the complainant must take before the CRM will consider or continue to consider the alleged breach of the Code.

Right of appeal against exercise of discretion by CRM

If the complainant informs the CRM that it does not agree with the CRM's decision, the CRM must provide to the Referee:

- (a) written reasons for the decision
- (b) such information and documents which the CRM considers will be relevant in assisting the Referee to decide whether the decision was appropriate or not
- (c) such other information and documents which the Referee shall require

If the Referee decides that the decision was not appropriate, the CRM must continue to consider the alleged breach of the Code subject to the complainant complying with any

steps which the Referee may require the complainant to take.

Request for information by CRM

For the purpose of determining whether to consider, or continue considering any alleged breach of the Code, the CRM may request from the Insurance Broker, the complainant, or any third party, including another Insurance Broker or an insurer, documents or other information relevant to the alleged breach of the Code. Any Insurance Broker and complainant must provide all such documents or information promptly.

Provision of any confidential documents or information of the Insurance Brokers' principal relevant to an alleged breach of the Code is subject to the Insurance Broker receiving the consent of its principal to providing such documents or information.

Any documents identified as privileged or confidential will retain their privileged or confidential status and will not be provided to any person without prior written consent or except as required by law. A document identified as subject to a claim for privilege will not be copied or reproduced in whole or in part by the CRM.

Nothing revealed, offered or provided in relation to a matter before the CRM by the Insurance Broker or the complainant may be used by the other party in subsequent proceedings or adjudication by a court, tribunal or other legal or complaint or dispute resolution process without the consent of the relevant party.

The CRM will notify the Insurance Broker and the complainant as soon as is reasonably possible if any document supplied by them to the CRM is subpoenaed by any person or entity, or is otherwise required to be produced to any person or entity.

Time for conciliation of an alleged breach of the Code

Conciliation of an alleged breach of the Code must be completed by the CRM within 20 working days of the date on which the CRM was notified in writing of the alleged breach of the Code, or such other time as the CRM decides is reasonable in the circumstances.

Failure of CRM to resolve alleged breach of the Code - automatic referral to Referee by CRM

If an alleged breach of the Code is not resolved to the satisfaction of the complainant, the CRM or the Insurance Broker, the CRM will refer the alleged breach of the Code to the Referee within 20 working days of the day on which the CRM requested the broker to comment on the complaint in writing. The CRM does not have the power to make any decisions which bind the Insurance Broker or the complainant. In referring an alleged breach of the Code to the Referee the CRM will provide the Referee with:

- (a) such information and documents which the CRM considers will assist the Referee in making a determination
- (b) such other information and documents which the Referee shall require.

STEP 2 - RESOLVING AN ALLEGED BREACH OF THE CODE - REFEREE

Determination of an alleged breach of the Code by the Referee

The Referee will determine any alleged breach of the Code referred to it by the CRM in accordance with the above section.

In determining the alleged breach of the Code, the Referee will have regard to what is fair and reasonable in all circumstances as well as the principles of insurance law and practice and the principles and objectives of the Code.

Both the Insurance Broker and complainant will have a right to present their case to the Referee. The form in which it is to be presented is at the discretion of the Referee. The Insurance Broker is to be informed by the Referee of the case made against them by the complainant.

Discretion of Referee to refuse to consider or continue considering an alleged breach of the Code which is inappropriate for the procedure

The Referee will have a discretion to refuse to consider or continue considering an alleged breach of the Code which the Referee believes

in all the circumstances to be inappropriate for this procedure. For example where:

- (a) the Referee does not believe that the conduct complained of is covered by the Code
- (b) the alleged breach is also, or could be, the subject of a dispute covered by the Insurance Brokers Dispute Facility
- (c) the substance of the alleged breach is, or has already been, the subject of consideration by the CRM, Referee, a statutory body, or other complaint or dispute resolution process, or adjudication by a court, tribunal or other legal process
- (d) insufficient information has been provided by the complainant to allow the Referee to properly consider the alleged breach
- (e) the complaint concerning the alleged breach is frivolous or vexatious
- (f) the Insurance Broker's right to indemnity under a professional indemnity insurance policy may be seriously prejudiced if the matter was to proceed in the absence of consent by the relevant professional indemnity insurer and that insurer has refused or failed to provide an appropriate consent.

Where the Referee refuses to consider or continue considering an alleged breach of the Code, the Referee will inform the complainant in writing of the reason(s) for the Referee's decision and where appropriate, any steps which the complainant must take before the Referee will consider or continue to consider the alleged breach. The complainant has no right to appeal the Referee's decision.

Request for information by Referee

For the purpose of determining whether to consider, or continue considering any alleged breach of the Code, the Referee may request from the Insurance Broker, the complainant, or any third party, including another Insurance Broker or an insurer, documents or other information relevant to the alleged breach of the Code. Any Insurance Broker and complainant must provide all such documents or information promptly.

Provision of any confidential documents or information of the Insurance Brokers' principal relevant to an alleged breach of the Code is subject to the Insurance Broker receiving the consent of its principal to providing such documents or information.

Any documents identified as privileged or confidential will retain their privileged or confidential status and will not be provided to any person without prior written consent or except as required by law. A document identified as subject to a claim for privilege will not be copied or reproduced in whole or in part by the Referee.

Nothing revealed, offered or provided in relation to a matter before the Referee by the Insurance Broker or the complainant may be used by the other party in subsequent proceedings or adjudication by a court, tribunal or other legal or complaint or dispute resolution process without the consent of the relevant party.

The Referee will notify the Insurance Broker and the complainant as soon as is reasonably possible if any document supplied by them to the Referee is subpoenaed by any person or entity, or is otherwise required to be produced to any person or entity.

Form of proceedings for determination of an alleged breach of the Code by Referee

Any proceedings will be at the absolute discretion of the Referee, it being intended that the Referee will function informally with a minimum of legal form and technicality.

In particular, the Referee will have absolute discretion in determining:

- (a) the time and place of meetings between the relevant parties involved
- (b) all evidentiary issues including any enquiries or investigations which the Referee may wish to undertake or expert advice or assistance which he/she may require. If expert advice is required, the expert's fees must be approved as being reasonable by the IBDF having regard to the nature of the alleged breach of the Code
- (c) whether the proceedings should be terminated prematurely for any reason.

The use of lawyers to represent parties will be discouraged but complainants or other persons with language or other difficulties may be assisted by a third party.

Personal hearings will be held only if the Referee believes it is important to fair and timely resolution of the alleged breach of the Code.

Time for determination, orders, sanctions

The Referee will determine an alleged breach of the Code and make such orders and impose such sanctions as are appropriate, within a reasonable period of time. In most instances, it should be reasonable for a determination and orders to be made, and sanctions imposed, within 20 working days of the Referee having received all relevant information.

Determinations and orders made, and sanctions imposed, by the Referee will be given in writing along with reasons for the determination.

The Referee will as soon as possible inform the complainant and Insurance Broker of any determination and orders made and sanctions imposed.

Any determination which the Referee believes to be of importance, having regard to the principles of the Code, will be made available and appropriately publicised to members of the Code. Copies of such determinations will also be provided to the ASIC, the Federal Bureau of Consumer Affairs and such other bodies as listed by the Insurance Brokers' Compliance Council.

Powers of the Referee - orders/sanctions

The Referee has the power in respect of a breach of the Code to:

- (a) order rectification procedures
- (b) order the Insurance Broker to comply with the provisions of the Code or a specified provision of the Code
- (c) order the Insurance Broker to undertake through an independent and appropriately qualified person an audit of its compliance procedures

- (d) order the Insurance Broker to publish corrective advertising
- (e) order the Insurance Broker to undertake, or require its employees or agents to undertake, professional education of a specific type
- (f) impose a timetable for compliance with the above orders by the Insurance Broker
- (g) name the Insurance Broker in the annual report of the Referee
- (h) provide to the ASIC information and reports regarding breaches of the Code by an Insurance Broker and any orders it makes and sanctions it imposes and the reasons for such orders or sanctions
- (i) recommend to the ASIC that an Insurance Broker's registration be cancelled or suspended for serious or continuous breaches of the Code.

Insurance Brokers bound by Referee's determination, orders and sanctions

An Insurance Broker is bound to accept any determinations of and comply with any orders made and sanctions imposed by the Referee.

Failure to comply with orders or sanctions imposed by Referee

Where an Insurance Broker fails to accept a determination of, or comply with, orders made or sanctions imposed by the Referee, the Referee may make such other of the orders or impose further sanctions, as specified above as are appropriate.

Before making or imposing such further orders or sanctions, the Referee will notify the Insurance Brokers in writing of its intention to do so. The Insurance Broker will have the opportunity to make written representations to the Referee in respect of its non-compliance with the orders and sanctions and the Referee will not proceed to make or impose any further orders or sanctions before the expiry of 20 working days from the date the above notice being sent to the Insurance Broker.

Acceptance of Referee's determination, orders and sanctions by complainant

Whilst it is expected that a complainant will accept the determination of an abide by any orders made and sanctions imposed by the Referee in relation to an alleged breach of the Code, non-acceptance will not prejudice the complainant's right to legal action.

A complainant has 20 working days as from the date the determination was issued in which to accept the Referee's determination and orders made, and sanctions imposed, in relation to an alleged breach of the Code. Acceptance will be in a form satisfactory to the Referee.

No right of appeal

There is no right of appeal under the Code in respect of a determination, orders made, or sanctions imposed, by the Referee.

Review by Referee of CRM's decision to refuse to consider or continue considering an alleged breach of the Code which the CRM believes is inappropriate for this procedure

Where a CRM has decided to refuse to consider or continue considering an alleged breach of the Code which the CRM believes is inappropriate for this procedure, the Referee will decide, based on information provided by the CRM, whether the decision was appropriate or not.

If the Referee decides that the decision was not appropriate, the Referee will refer the alleged breach of the Code back to the CRM for conciliation along with written reasons for the Referee's decision and where appropriate, listing any steps which the Referee may require the complainant to take.

If the Referee decides that the decision was appropriate, the Referee will inform the complainant in writing of the reason(s) for the Referee's decision. The complainant has no right of appeal in respect of the Referee's decision.

**9. LIABILITY OF CRM, REFEREE
AND INSURANCE BROKERS'
COMPLIANCE COUNCIL**

The CRM, Referee and Insurance Brokers' Compliance Council will not be liable to a complainant or Insurance Broker or any other person or entity for any loss or damage (including legal costs) arising directly or indirectly from performing their duties.

*For further information or assistance please contact the Consumer Relations Manager, Insurance Brokers Dispute Facility, Level 8, 492 St Kilda Road, St Kilda Victoria 3004.
Tel.: 1800 064 169 or 03 9820 5375
Fax: 03 9820 5428
E-mail: ibdf@ozemail.com.au*