

invivo
medical indemnity

Financial Services
Guide

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Part 1 – Financial Services Guide

INTRODUCTION

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use any of the financial services that Invivo Medical Pty Ltd (Invivo) provides, as an Authorised Representative of QBE Insurance (Australia) Limited (QBE). It also contains information about who we are, how we are paid and how to make a complaint.

WHO ARE WE?

Invivo is an Authorised Representative of QBE.

Invivo is a 100% Australian owned company in which QBE has a 50% equity holding.

CONTACT DETAILS:

Invivo Medical Pty Ltd
 ABN 85 108 316 123
 Authorised Representative No. 295534
 PO Box 298 St Leonards NSW 1590

Phone: 1800 103 779
 Facsimile: 1800 103 777
 Freecall: 1800 103 779
 Email: enquiries@invivo.com.au
 Web: www.invivo.com.au

OUR LICENSEE

QBE Insurance (Australia) Limited
 ABN 78 003 191 035
 AFS Licence No. 239545
 GPO Box 82 Sydney NSW 2001

WHAT FINANCIAL SERVICES DOES INVIVO OFFER?

Invivo is authorised by QBE to deal and advise in QBE's Professional Indemnity insurance product for Medical Practitioners on behalf of QBE. We can directly issue, vary or cancel QBE Professional Indemnity product as their agent in accordance with their underwriting guidelines (this is called a binding authority).

QBE as the insurer of this product and we as their agent, do not act on your behalf.

The Invivo adviser providing you with this FSG is authorised by us to act on our behalf in providing the services that we are authorised to provide for QBE.

We and our advisers have authority to provide you with general or personal advice. That is, we can recommend that the QBE product is appropriate to meet your needs. Our advice is limited to recommendations about the QBE product. We will tell you if the product is not appropriate for your needs.

Please contact us on 1 800 103 779 where our trained and licensed staff will provide you with any additional advice you require regarding the financial products that we are authorised to issue.

INVIVO AND YOUR INTERMEDIARY

Should it be your choice to use an intermediary to provide financial service advice to you as part of your decision to accept our financial product, Invivo will pay a maximum of 10% commission to your intermediary, who you have elected to act as your authorised representative.

HOW ARE INVIVO AND OUR STAFF REMUNERATED?

Invivo receives up to 20% of the total premium as commission from QBE, to cover all operating costs including any commissions paid to your intermediary. If Invivo refers you to a premium funding company, Invivo will not receive any fee or remuneration from the premium funding company.

Invivo may also be paid fees by Medicare Australia (formerly Health Insurance Commission) to reimburse the costs associated with administering medical indemnity support schemes on behalf of Medicare Australia and the Commonwealth Government.

Some Invivo staff receive an annual salary and commissions. Staff may become entitled to bonus or rewards based on the overall results of Invivo.

OTHER DOCUMENTS YOU MAY RECEIVE

You may also receive one or more of a Statement of Advice (SOA) or General Advice Warning and a Product Disclosure Statement (PDS).

Statement of Advice (SOA)

The SOA contains information about any personal advice we give you so that you can make an informed decision about whether or not to act upon it. Personal advice is advice that takes into account any one or more of your objectives, financial situation and needs.

The SOA will set out the advice, the basis on which it is given and information about how we are remunerated.

We will provide you an SOA at the same time, or as soon as practicable after the advice is provided.

General Advice Warning

A general advice warning if given will warn you that any advice given is of a general nature and does not take your personal needs, objectives or financial situation into account.

Product Disclosure Statement (PDS)

We will also provide you with a PDS if we make a recommendation that you acquire a particular financial product, or offer to issue or arrange the issue of one to you. The PDS sets out the relevant risks, benefits and significant features of the product and is aimed at assisting you to compare and make informed choices about financial products.

HOW DO WE TREAT YOUR PERSONAL INFORMATION?

The protection of personal information is important to us. Information is gathered as part of the provision to you of financial services. Invivo will maintain records of your personal information and will provide details to QBE as required to effect and manage your insurance policy.

Please visit our website at www.invivo.com.au for further details or request a paper copy of the privacy policy by contacting Invivo on 1 800 103 779.

HOW CAN YOU INSTRUCT US?

We will provide you with a proposal form that must be completed, signed and submitted to us. Other communication with us can be via telephone, fax, mail or email to the addresses listed in this FSG.

WHAT IF YOU ARE NOT SATISFIED WITH THE SERVICE YOU RECEIVE OR WISH TO MAKE A COMPLAINT?

Invivo is committed to dealing openly with all of our clients and to the quick, efficient and fair resolution of any client complaint. Our staff are there to assist you, with the intention of resolving the issues raised. A copy of the dispute resolution procedure can be obtained either from our website www.invivo.com.au or by telephoning Invivo on 1 800 103 779.

Should you wish to lodge a complaint or express dissatisfaction with any aspect of the service we have provided, please contact our client relationship staff via the following:

Phone: 1800 103 779
Facsimile: 1800 103 777
Postal address: PO Box 298, St Leonards NSW 1590
Email: complaints@invivo.com.au

Should we be unable to resolve the issue to our mutual satisfaction, you may refer the matter to QBE's internal dispute resolution scheme. If the complaint remains unresolved to your satisfaction, you can request that it be reviewed by the Financial Ombudsman Service (FOS), an ASIC-approved external dispute resolution body. FOS will provide an independent review at no cost to you. QBE is bound by the determination of FOS, but the determination is not binding on you.



Product Disclosure
Statement (PDS)

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Part 2 – Product Disclosure Statement (PDS)

WHAT IS A PRODUCT DISCLOSURE STATEMENT (PDS)?

This part of the document is a Product Disclosure Statement (PDS) for our Professional Indemnity Insurance Policy. Our Policy Wording is contained in Part 3 Professional Indemnity Policy Wording. Any advice in this document is of a general nature only and has not considered your objectives, financial situation or needs. You should read both the PDS and the Policy Wording carefully and consider the information provided having regard to your personal circumstances to decide if this insurance is right for you.

This PDS contains important information about the professional indemnity insurance policy and will assist you in making a decision about whether to acquire the policy.

UPDATING THIS PDS

We will update the information in this PDS when necessary. A paper copy of any updated information is available to you at no cost by calling Invivo. We will issue you with a new PDS or a Supplementary PDS where the update is to correct a misleading or deceptive statement or an omission, which is materially adverse from the point of view of a reasonable person deciding whether to obtain this insurance.

INSURER

The Policy is underwritten by QBE Insurance (Australia) Limited (QBE) ABN 78 003 191 035, AFS Licence No. 239545 of 82 Pitt Street Sydney.

Invivo Medical Pty Ltd (Invivo) has binding authority to issue this policy on behalf of QBE Insurance (Australia) Limited.

APPLYING FOR INSURANCE

To apply for the policy you need to complete a proposal form available from Invivo. You will be advised of the outcome of your application. If your application is successful, Invivo will send you an acceptance letter providing details of the premium quote, incorporating a recent claims declaration. You will need to sign the acceptance letter and return it to Invivo. Your policy of insurance will commence from the later of the commencement date stated on the acceptance letter and the date when we receive the signed acceptance letter, unless otherwise agreed by Invivo.

The standard retroactive cover under our policy covers incidents occurring on or after 1 January 2001, unless otherwise stated in the Policy Schedule. Please contact us if you need a different retroactive date.

You can obtain a proposal form by contacting us on 1 800 103 779 or online at: <http://www.invivo.com.au>.

YOUR POLICY

Your policy is a contract between QBE Insurance (Australia) Limited and you. Your agreement with QBE is set out in:

- The Policy Wording;
- Your Proposal for Insurance;
- Your Insurance Policy Schedule;
- Any written endorsements we provide to you.

The Policy Schedule will be issued to you as confirmation of your cover. The Policy Schedule will include your name (as the medical practitioner covered), various limits of cover and the Deductible that will apply. It will also include any endorsements or other conditions imposed on your policy by Invivo.

These documents make up your policy and should be carefully read together. It is important that they are kept in a safe place.

SUMMARY OF COVER AND SIGNIFICANT BENEFITS AND RISKS

The following is a summary only. As from 1/7/08, the terms and conditions do form part of the PDS. We give examples of some of the significant benefits and risks but you need to read the Professional Indemnity Policy Wording (Part 3 of this document), which sets out the Terms and Conditions of this insurance, and make sure that it matches your needs.

References to Section numbers refer to the relevant Section of the Professional Indemnity Policy Wording part of this document.

WHAT DOES THIS PROFESSIONAL INDEMNITY INSURANCE POLICY COVER?

The policy is an insurance product that indemnifies you, the Medical Practitioner, and your estate for certain claims against you in connection with your profession. Cover includes legal costs incurred in connection with the defence or settlement of a claim. In the event of any claim you must obtain consent from Invivo before the costs are incurred.

The policy is a claims made policy. This means that it covers you only for claims made against you during the period of cover. Plus, in most cases, those claims must also be notified to us during the period of cover. Unless we agree otherwise, it does not provide cover for claims that have already been made against you or circumstances that you are aware of prior to acceptance of our offer that could give rise to a claim against you.

We have highlighted special terms by use of bold print. These terms are defined in Section 7 of the Professional Indemnity Policy Wording.

The policy covers you for:

- claims first made against you during the period of cover and notified to us during the period of cover as a result of malpractice. (Section 1.1)
- claims first made against you during the period of cover and notified to us during the period of cover for any unintentional breach by you of someone else's intellectual property rights. (Section 1.2)
- claims first made against you during the period of cover and notified to us during the period of cover for defamation. (Section 1.3)
- claims first made against you during the period of cover and notified to us during the period of cover for breach of trade practices and related legislation. (Section 1.5)

ADDITIONAL COVER KNOWN AS POLICY EXTENSIONS

The policy will insure you for the following UNLESS they are shown as "Not included" on the policy schedule.

There may be an additional premium payable to provide cover for these items. Where cover selected is provided in addition to the basic cover there may be a limit of cover for that particular extension. See the relevant sections in the Policy Wording for full details.

- claims arising from medical assistance provided by you at the scene of an accident, emergency or disaster. (Section 2.1)
- loss of certain documents required by you to fulfil your professional duty. (Section 2.2)
- legal services costs and expenses in relation to certain official investigations and inquiries in relation to the conduct of your profession. (Section 2.3)
- your liability to pay certain fines and penalties arising from a breach of occupational health and safety or environmental legislation. (Section 2.4)

ADDITIONAL BENEFITS UNDER SECTION 3

The policy will also indemnify you in the following circumstances. We recommend that you read this section and request that you call our office should you have any questions.

- where another person fails to provide full and truthful information as part of the proposal. (Section 3.1)
- where you notify a claim to us outside the policy period in which you first had knowledge of the claim and you have held a policy with us for an uninterrupted period from the date when you first became aware of the claim to the date of your notice to us. (Section 3.2)
- your vicarious liability arising out of the acts, errors or omissions of others. (Section 3.3)
- certain provision of medical services outside Australia. (Section 3.4)

WHAT WE DO NOT COVER

This policy may not meet your expectations (for example because an exclusion applies). Please ask Invivo if you are unsure about any aspect of this policy. If, having purchased the policy, you want to return it, you can do so within 21 days from the date the policy is issued and obtain a refund (less any government charges we cannot recover) as long as you have not notified us of a claim during that period.

POLICY EXCLUSIONS

The policy will not provide insurance cover under certain circumstances. For example, we will not indemnify you for claims brought in a court outside Australia nor for claims by a member of your family. Full details are contained in Section 4 'Exclusions' in the policy wording. You should read the policy wording and ensure that you fully understand these exclusions.

POLICY CONDITIONS

There are things that you must do for your insurance cover to apply. For example:

- you must notify us as soon as practicable of any material change to the risk such as a change in your practice classification. Conditions of cover are contained in Section 6 of the policy wording 'General Conditions'.
- you should make yourself aware of all the conditions that apply by reading the policy wording.
- you must notify us when you first become aware of a claim or of an incident that may give rise to a claim or of any investigation or proceedings against you. There are also other things that you must do regarding a claim or we may be entitled to refuse to indemnify you. These are contained in Section 5 of the policy. For example, you must not make any admission or offer to settle without our written consent. You should read the policy wording and ensure that you fully understand what you need to do in the event of a claim.

MONETARY LIMITS ON THE COVER

A policy limit is the maximum amount we will pay in particular circumstances, less your deductible.

- **General Indemnity – \$20,000,000**
This policy has a general indemnity limit of \$20 million for any one claim or for the total of all claims made during the period of insurance.
The general indemnity limit will be shown on your Policy Schedule.
Unless stated otherwise in your Policy Schedule, other policy limits that apply to this policy are:
- **Loss of documents:** \$100,000 for all claims during the Period of Cover
- **Legal services, costs and expenses in respect of official investigations and enquiries:** \$500,000 for all claims during the Period of Cover
- **Statutory liability fines and penalties:** \$250,000 for all claims during the Period of Cover.

PAYMENT OF DEDUCTIBLE

The deductible is the amount that you must pay us towards each claim made under this policy. The amount of your deductible will be shown on your Policy Schedule. The circumstances in which it is payable are set out at Section 6.4 of the policy.

OTHER IMPORTANT MATTERS YOU NEED TO CONSIDER

Retroactive Cover

We provide Retroactive Cover from 1 January 2001 as standard cover within our policy. We may need to amend the retroactive date on the basis of information provided by you or otherwise known to us. We will advise you if this change occurs and state the revised date in your policy schedule.

However, Retroactive Cover will not cover:

- claims or incidents (that you could reasonably expect could lead to a claim) already known to you when applying to Invivo for a policy; or
- claims arising from acts, errors or omissions occurring prior to that date.

It is possible that a gap in cover may exist which could leave you personally exposed in the event of a claim. This may arise:

- if at any time you have had a period of professional practice that was not otherwise covered by your employer, a state, territory or federal government indemnity scheme, a medical defence organisation (MDO) or insurer providing indemnity insurance; or
- if you have changed from an occurrence based cover to claims made cover (which this policy is) and that change was made prior to 1 January 2001.

We recommend that you enquire with your current or previous employer/s and any previous insurance carrier to determine what your indemnity arrangements were for past periods. If after making these enquiries you identify or become aware that a 'gap' exists please contact Invivo on 1 800 103 779 to discuss the options available to you.

Run-off Cover

No cover is provided under this policy for claims notified after the term of this policy has expired.

Invivo can provide an insurance policy to provide protection after you cease practice or you cancel this policy. You should contact Invivo to obtain a copy of the PDS and Policy wording for the Professional Indemnity Run-off Insurance Policy. A separate application will be required for the run-off policy.

When considering whether to purchase run-off cover, you need to consider if you are entitled to indemnity under the Australian Government's Run-Off Cover Scheme (ROCS). Further details of ROCS are provided later in this document.

The Cost of this Insurance

The premium is calculated based on the information provided by you:

- if as a prospective new client, in your proposal form;
- if on renewal, in your pre-renewal verification form, renewal of insurance or any subsequent request to change your insurance.

When calculating your premium, the factors that we consider include (but are not limited to):

- your practice classification;
- your claims history;
- the State or Territory in which you practise;
- volume of procedures;
- other commitments that you disclose;
- adoption or use of Invivo loss prevention requirements.

It is important that you select or list the medical activities or procedures that actually describe your area of professional practice.

HOW TO PAY YOUR PREMIUM

The policy premium is payable in one lump sum. We will accept payment by cheque and from all major credit cards, BPAY, direct debit or the premium funding company of your choice.

TAXATION

Premiums are subject to Commonwealth and State taxes and/or charges. These include the goods and services tax and stamp duty. The amount of these taxes and/or charges will be shown on the Tax Invoice that we will forward to you.

You must tell us whether you were entitled to claim an input tax credit on the premium at the time of making a claim under the Policy. If you do not provide us with this information we may deduct up to 1/11th of the amount otherwise payable in settlement of your claim.

If you are registered for GST, this represents the reduction in the cash settlement for claims that would apply based on your entitlement to claim an ITC on the replacement goods or services.

If you were not entitled to an ITC on the premium, this will equal the GST credit to which QBE would have been entitled if you had disclosed your entitlement.

If you are only entitled to a partial ITC on the premium, this represents the reduction in the cash settlement for claims that would apply based on your entitlement to claim an ITC on the replacement goods or services plus the GST credit to which QBE may have been entitled if you had disclosed your entitlement.

RUN-OFF COVER SCHEME (ROCS)

Excerpts from www.health.gov.au

With the introduction of the ROCS, instead of doctors needing to fund their own run-off cover when they stop working, a proportion of each doctor's insurance premium contributes to the scheme via a charge on medical indemnity insurers. The money collected is effectively used to pay run-off claims for eligible doctors – so there is no uncertainty for doctors.

The ROCS covers claims for medical indemnity which are made by "eligible doctors" after they have left private medical practice, or stopped medical practice altogether, for incidents in their medical practice which were covered both at the time of the incident and by their last medical indemnity cover.

ROCS only covers claims where the medical indemnity insurer was first notified of the claim (or the facts giving rise to the claim) on or after 1 July 2004.

Under ROCS, medical indemnity insurers are obliged to give eligible doctors medical indemnity cover on the same terms and conditions, and for the same range of incidents, as the last cover that they had, prior to becoming eligible for ROCS. The ROCS cover must cover the period when the doctor was a registered medical practitioner and had medical indemnity cover with a medical indemnity insurer.

Doctors become eligible for the ROCS when they are:

- o 65 years of age or more and have retired permanently from private medical practice;
- o under 65 years of age and have left the private medical workforce for 3 years (this group includes those who are no longer in paid employment, those practicing medicine solely in the public sector and those no longer practicing medicine);
- o on maternity leave;
- o permanently disabled;
- o the legal representative of a deceased medical practitioner;
- o in another group determined by regulation to be eligible. This group currently includes temporary resident doctors who hold visa subclass 422 or 457.

If you believe you are eligible for cover under ROCS, contact Invivo to obtain a notice of the nature and range of incidents covered under the ROCS and any other terms and conditions.

For further information regarding the Run-off Cover Scheme please refer to the Department of Health at <http://www.health.gov.au>.

HOW DO YOU RENEW YOUR POLICY?

Before your policy expires, renewal documentation will be forwarded to you.

The documentation will include:

- o a Tax Invoice showing a premium which will be charged for the renewal provided that no change in your practice has occurred, other than any change which you have told Invivo about;
- o a renewal declaration/acceptance form which states that no changes in your practice have taken place, you are unaware of any breach of professional duty happening during the prior period and other details relevant to confirm the premium; and
- o any other supporting documentation that you may require in order to effect your renewal.

YOUR DUTY OF DISCLOSURE

Under the Insurance Contracts Act 1984 (the Act), you have a Duty of Disclosure. The Act requires that before a policy is entered into, you must give us certain information we need to decide whether to insure you and anyone else to be insured under the policy, and on what terms. Your Duty of Disclosure is different, depending on whether this is a new Policy or not.

New business

Where you are entering into this Policy for the first time (that is, it is new business and is not being renewed, varied, extended or reinstated) you must tell us everything you know and that a reasonable person in the circumstances could be expected to tell us, in answer to the specific questions we ask.

When answering our questions you must be honest.

Who needs to tell us

It is important that you understand you are answering our questions in this way for yourself and anyone else whom you want to be covered by the Policy.

If you do not tell us

If you do not answer our questions in this way, we may reduce or refuse to pay a claim, or cancel the Policy. If you answer our questions fraudulently, we may refuse to pay a claim and treat the Policy as never having commenced.

Renewals, variations, extensions and reinstatements

Once your Policy is entered into and is no longer new business then your duty to us changes. You are required before you renew, vary, extend or reinstate your Policy, to tell us everything that you know and that a reasonable person in the circumstances could be expected to know, is a matter that is relevant to our decision whether to insure you, and anyone else to be insured under the Policy, and if so, on what terms.

You do not have to tell us about any matter:

- that diminishes the risk
- that is of common knowledge
- that we know or should know in the ordinary course of our business as an insurer, or
- which we indicate we do not want to know.

If you do not tell us

If you do not comply with your Duty of Disclosure we may reduce or refuse to pay a claim or cancel your Policy. If your non-disclosure is fraudulent we may treat this Policy as never having commenced.

COOLING-OFF PERIOD

If you want to return your insurance after your decision to buy it, you may cancel it and receive a full refund. To do this you may notify Invivo electronically or in writing within 21 days from the date the Policy is issued.

This cooling-off right does not apply if you have made or are entitled to make a claim. Even after the cooling-off period ends, you still have cancellation rights; however, Invivo may deduct certain amounts from any refund for administration costs or any non-refundable taxes.

CANCELLATION OTHER THAN WITHIN THE COOLING OFF PERIOD

How you may cancel this Policy

- You may cancel this Policy at any time by telling us in writing that you want to cancel it. You can do this by giving the notice to Invivo.
- Where 'you' involves more than one person, we will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the insured.

How we may cancel this Policy

- We may cancel this Policy in any of the circumstances permitted by law by informing you in writing.
- We will give you this notice in person or send it to your address last known to us.

If the policy is cancelled after the cooling off period, whether by you or by us, we will provide a pro rata refund of premium for the unexpired period of cover.

IN THE EVENT OF A CLAIM

You must notify Invivo of any circumstance where you believe that a claim may be made against you. You may contact us on 1 800 103 779, but we must receive your formal notification in writing. At this time you do not need to do anything more, except to observe the conditions regarding a claim (Section 5) to ensure that you do not jeopardise the management of the claim should it be made.

To lodge a claim under this policy, you should contact Invivo who will provide you with the necessary documents for completion and put in place the claims management process. At this time you will be required to pay your deductible if stated in your Policy Schedule.

Invivo will manage your claim as the agent of QBE.

WHAT IF YOU ARE NOT SATISFIED WITH THE SERVICE YOU RECEIVE OR WISH TO MAKE A COMPLAINT?

Invivo is committed to dealing openly with all of our clients and to the quick, efficient and fair resolution of any client complaint. Our staff are there to assist you, with the intention of resolving the issues raised. A copy of the dispute resolution procedure can be obtained either from our website www.invivo.com.au or by telephoning Invivo on 1 800 103 779.

Should you wish to lodge a complaint or express dissatisfaction with any aspect of the service we have provided, please contact our client relationship staff via the following:

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Should we be unable to resolve the issue to our mutual satisfaction, you may refer the matter to QBE's internal dispute resolution scheme. If the complaint remains unresolved to your satisfaction, you can request that it be reviewed by the Financial Ombudsman Service (FOS), an ASIC approved external dispute resolution body. FOS will provide an independent review at no cost to you. QBE Insurance is bound by the determination of FOS, but the determination is not binding on you.

OUR PRIVACY PROMISE

We are committed to safeguarding the privacy and confidentiality of personal information that we obtain about you. We will only collect personal information from you that is relevant to your proposal for insurance or for managing your insurance, including claims made by you. We will only use the information in a way you would reasonably expect.

We or our authorised agent may disclose personal information:

- o to an investigator, assessor, accountant, supplier, health service provider, your intermediary, State or Federal Authority (for the purpose of assessing, investigating or processing your claim);
- o to a lawyer or recovery agent (for the purpose of defending an action by a third party against you or for the purpose of recovering our costs including your Deductible or for the drafting of policy wording or documentation);
- o to another insurer (for the purpose of seeking recovery from them or to assist them to assess insurance risks) or to a reinsurer or reinsurance broker that may be located overseas;
- o to an insurance reference bureau (for the purpose of recording any claims you make upon us);
- o to a witness or another party in a claim (for the purpose of obtaining a statement from them or seeking recovery from them or to defend an action by a third party);
- o to a related company that hosts our computer systems, that may be located overseas.

Personal information may also be obtained from the above people or organisations relating to your insurance.

In addition we will:

- o give you the opportunity to correct personal information, or obtain access to it (some restrictions and costs may apply); and
- o provide our dispute resolution procedures to you in respect of any complaint that you may have regarding your personal information.

Further information can be obtained by contacting the QBE Compliance Manager:

Phone: 02 9375 4656
Email: compliance.manager@qbe.com