

Professional Services Manual

**Individual Distributor | Sole Trader Distributor
Suncorp Car Insurance**

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1. Defined Terms

Term	Definition
ASIC	Australian Securities & Investment Commission.
Authorisation	means the authorisation provided by a Licensee to enable you to sell the Authorised Product.
Authorised Product	means the insurance products which You are authorised to sell.
AM	Suncorp Group Motor Dealer Account Manager.
Business Day	means a day other than a Saturday or Sunday during which banks are open for general banking business in Brisbane, Queensland.
Code	means the 2020 General Insurance Code of Practice, as issued by the Insurance Council of Australia as may be updated from time to time.
Complaint	means any expression of dissatisfaction or complaint about the Distributor, Suncorp Insurance, or any other entity in connection with any aspect of Your Authorisation, including any product, service or employee, made by an insured person (or any other person).
Corporate Distributor	a Distributor who is body corporate authorised to provide financial services on behalf of the Licensee.
Distributor	the party named as the distributor in the Financial Services Distribution Agreement with Suncorp Insurance.
Distributor Disclosure Document (DDD)	a document given to customers to explain who You act for, how You may be remunerated and how customers can access the dispute resolution service.
Family Member	means You, Your spouse or the parent, child, brother, or sister of You or Your spouse.
Financial Services Law	means the laws that regulate financial services, including Authorised Products and your Authorisation. Financial Services Law includes DDO Laws as defined in the Distribution Agreement.
Individual Distributor	the employees, contractors or locums sub-authorised by the Corporate Distributor.
Licensee	means Suncorp Insurance, the AFS licensee who appoints and authorises the Corporate Distributor or the Sole Trader Distributor.
New Business	means an insurance policy provided to a customer for a vehicle not currently insured by Suncorp Insurance.
Product Disclosure Statement (PDS)	a document given to customers to explain the main features of the insurance product and includes Supplementary Product Disclosure Statements.

Sole Trader Distributor	a Distributor, who is a sole trader, authorised to provide financial services on behalf of the Licensee.
Suncorp Insurance	AAI Limited ABN 48 005 297 807 trading as Suncorp Insurance.
Target Market Determination (TMD)	A TMD is a written document which describes the determination that Suncorp has made to describe the class of customers the authorised product has been designed for, and it specifies the financial products distribution, conditions and/or restrictions. The TMD may also be amended by Suncorp Insurance from time to time.
You/ Your	the Individual Distributor / Sole Trader Distributor / locum.
We/Us/Our	Suncorp Insurance.

2. What is this manual about?

This manual explains what Your responsibilities are. It forms part of the Agreement we have with the Distributor. If You are an Individual Distributor, You should speak to the Distributor for further details on Your obligations.

This manual will assist You to ensure that You are fulfilling Your responsibilities. You have responsibility to ensure that You:

- read this manual (including any updates); and
- understand how Financial Services Law and Code obligations affects You and Your Corporate Distributor.
- complete the relevant training in Financial Services Law, Code compliance and any other matters as required and provided by Us.

If You have any questions about this manual, please contact Your AM.

3. Our expectations

We expect that You comply with all of the matters covered in this manual. We will regularly monitor Your compliance with this manual.

If You do not comply with Our requirements, including a failure to complete mandatory training, We may suspend or terminate Your Authorisation.

In addition, if We consider, acting reasonably, that You are no longer of good fame and character or You are damaging Our reputation or the reputation of the Suncorp Group We may suspend or terminate Your Authorisation.

4. Key Obligations

Your key obligations are set out below.

Selling Practices and Complaints

You must:

- comply with Our established sales processes, complaints resolution procedures, selling guidelines and obligations, including any document provided by Us;
- act honestly and with due care and skill;
- fairly and accurately represent the Authorised Product;
- not compare the Authorised Product with other products;
- not provide financial product advice;
- only provide the Authorised Product to New Business customers;
- not sign any proposal or application on behalf of any person;
- not facilitate the transaction of the Authorised Product for yourself or a direct Family Member;
- always have the customer's positive, voluntary, and understood consent before offering a customer to receive a quote or buy a policy;
- promptly forward all documentation received from customers to Suncorp Insurance within 5 Business Days; and

- engage with customers experiencing vulnerability and / or family violence with sensitivity, dignity, respect and compassion and introduce those customers seeking assistance to Us.

Compliance Obligations

You must:

- acknowledge receipt of this manual (and any updates) in the manner required by Us;
- provide customers with accurate and current DDD and PDS at the appropriate time (refer to sales processes section);
- promptly notify us within 24 hours of any complaints You receive, or of any incidents where Financial Services Law or Code obligations has not been complied with;
- notify Us if you believe you have offered or sold a policy without the customer's positive, voluntary and understood consent even if no complaints are received;
- complete all prescribed mandatory training within the required timeframes.
- not share your log in credentials or allow anyone else to quote using your credentials;
- promptly notify Your Distributor should You be charged with a criminal offence (other than a minor traffic offence) or are subject to a formal investigation by a regulator or the police; and
- promptly notify Us of a breach or likely breach of this manual.

5. Sales Procedures

Step	Suggested / Example Script
1. Identify need	<i>Part of my role with <company name> is to provide our customers with information that may assist with their comprehensive vehicle insurance.</i>
	<i>Is this of interest to you?</i>
	<i>or</i> <i>Would you like a quote?</i>
	<i>Is it convenient to discuss this with you now?</i>
If the customer elects to receive a quote; Step 2	
2. Provide information	<i>When discussing this insurance, I will only provide you with information and cannot offer any recommendations.</i>
	<i>Suncorp Car Insurance offers three different levels of cover.</i> <i>Their Comprehensive Insurance helps protect your car against accidental loss or damage including fire and theft and covers your liability for damage your car causes to other people's property.</i>
	<i>Comprehensive Extras allows you to add windscreen and window glass cover and hire car following an at fault accident for up to 21 days.</i>
	<i>Comprehensive Advantages is the highest level of cover giving you additional benefits. Lifetime new for old car replacement (for eligible customers), hire car after an event for unlimited days and windscreen and window glass cover.</i>
Guidance in relation to Roadside Assistance	
If the customer already holds Roadside Assistance or will receive Roadside Assistance as part of any other transaction related to this vehicle purchase, You must not offer Suncorp Roadside Assistance.	
3. Provide quote	<i>Which level (or levels) of cover would you like a quote on?</i>
	Follow the online system to obtain a customer quote/s
	Ensure you request the customer to answer or verify every question. To ensure the correct risk details are applied and the customer is aware of all policy options; the customer must verify and / or answer every question.
	<i>There are several options you may want to consider:</i>
	<i>You can vary the excess payable in the event of a claim to suit Your own preferences. A higher excess will also mean a lower premium. The standard excess is \$xxx but you can increase that up to \$x,xxx. What excess would You like?</i>
	<i>You will be able to change this later if you like.</i>
	<i>You can elect to insure your car for an Agreed Value or for Market Value. An Agreed Value means you select how much your car is insured for. With Market Value it is determined at the time of claim and includes many factors such as age, kilometres travelled and general condition of the car.</i>
	<i>Which makes most sense to you? Agreed Value or Market Value?</i>
	If Agreed Value
	<i>Inclusive of all accessories and modifications what amount would you like to insure your car for?</i>
<i>Your annual premium is \$x,xxx and can be paid by most major credit and debit cards. There is also a pay by the month option that does have a monthly loading applied to it.</i>	
<i>or</i> <i>Your monthly premium is \$xxx which includes a pay by the month loading. You can pay this by most major credit and debit cards. You can also an choose to pay annually and that option does not incur any additional loading.</i>	
<i>Would you like any further quotes or information?</i>	
<i>How would you like to proceed?</i>	
If the customer elects to proceed with a quote; Step 4	
If the customer elects not to proceed, there is no requirement to provide any documentation.	

<p>4. Finalise policy</p>	<p>Verbal Disclosure <i>I am required to provide you with certain information. As a distributor of Suncorp Insurance, I can arrange insurance policies on their behalf, but I cannot provide advice. You will receive policy documentation from both Suncorp and us.</i> <i>The insurance is issued by AAI Limited Trading as Suncorp Insurance and you can contact them on 13 11 55 between 8am - 7pm AEST, 7 days.</i> <i>The Product Disclosure Statement explains what is and isn't covered and includes details about your 21 day cooling off period.</i> <i>The Distributor Disclosure Document details how we may be remunerated, information about Suncorp's dispute resolution service and how you can contact them if you want to make a complaint. You should read these documents carefully.</i> <i>Before we continue do you have any other questions about your insurance?</i></p> <p>Confirm if the customer would like these documents emailed to them or if they would prefer a copy of them now?</p> <p>Duty not to Misrepresent <i>Before you buy, make changes to or reinstate this consumer insurance contract we will ask you questions. Your answers will be used to decide if we can insure you and on what terms. You have a duty to us under the Insurance Contracts Act to take reasonable care not to make a misrepresentation. To make sure that you meet this duty to us, it is important that you answer all questions truthfully and accurately.</i> <i>If you give us information that is not true and accurate, we may be able to reduce or refuse to pay a claim or cancel your policy, or both. If your failure is fraudulent, we may be able to refuse to pay a claim and treat the contract as if it never existed.</i></p> <p>Follow the online system to finalise policy Ensure you request the customer to answer or verify every question. To ensure the correct risk details are applied and the customer is aware of all policy options; the customer must verify and / or answer every question.</p>
<p>Finalise customer documentation</p>	
<p>5. Policy issuance</p>	<p><i>Your policy documentation includes your certificate of insurance. Please read this carefully as it explains the details of the cover you have selected.</i></p> <p>If customer has consented to receive policy documentation by email <i>These documents will be sent to your email address which is also your Suncorp login to manage your policy online.</i></p> <p>If customer has not consented to receive policy documentation by email <i>These documents will be sent to your postal address.</i></p> <p>If Pay Later policy is selected. <i>Details on how to pay for your policy, how long you have to pay for the policy and what happens if you do not pay for the policy is also in the documentation.</i></p> <p><i>The excess you have selected is \$xxxx. This is made up of a standard excess of \$xxx and a voluntary excess of \$xxx. Depending on the circumstances of any claim, you might have to pay more than one type of excess. The amounts and types of excess are shown on your certificate of insurance.</i></p> <p><i>You cannot change your voluntary excess or the type of cover you have selected (market value or agreed value) during the period of insurance.</i></p> <p><i>Suncorp Insurance provides you a choice of repairer. The PDS has more information on this.</i></p> <p><i>If you have any queries about your policy after this, would like to make any changes or need to make a claim, Suncorp's contact details are in your policy documentation.</i></p>

Step	Key Objectives / Check List
	I have:
1. Identify need	<input type="checkbox"/> <i>Obtained positive, voluntary, and understood consent from the customer prior to discussing insurance.</i>
	<input type="checkbox"/> <i>Not discussed insurance if the customer did not wish to proceed.</i>
	<input type="checkbox"/> <i>Not pressured or coerced the customer into obtaining a quote.</i>
2. Provide information	<input type="checkbox"/> <i>Provided the customer factual information without expressing an opinion or recommendation.</i>
	<input type="checkbox"/> <i>Used a PDS or POS brochure to assist the product explanation if needed.</i>
	<input type="checkbox"/> <i>Not offered Roadside Assistance if the customer already has or will receive similar cover.</i>
3. Provide quote	<input type="checkbox"/> <i>Confirmed the customer understands the different cover levels and key policy exclusions.</i>
	<input type="checkbox"/> <i>Requested the customer to answer or verify every question to obtain the quote.</i>
	<input type="checkbox"/> <i>Made the customer aware of all options that effect the level of cover, excess and payment terms.</i>
4. Finalise policy	<input type="checkbox"/> <i>Read Verbal disclosure and Duty not to Misrepresent scripts to the customer.</i>
	<input type="checkbox"/> <i>Provided a copy of the PDS and DDD to the customer, or if not reasonably practical to do so, arranged issuance as soon as practical.</i>
	<input type="checkbox"/> <i>Requested the customer to answer or verify every question to finalise the policy.</i>
5. Policy issuance	<input type="checkbox"/> <i>Explained other excesses may be payable in the event of a claim to the customer.</i>
	<input type="checkbox"/> <i>Confirmed the customers email address (except if opted out of email delivery).</i>
	<input type="checkbox"/> <i>Advised the customer to contact Suncorp in relation to any policy or claim queries once the policy is finalised.</i>

Disclosure documents

Throughout certain stages of the sales process, You are required to provide the customer with the Distributor Disclosure Document (DDD) and Product Disclosure Document (PDS).

These documents must be provided to the customer at time of policy issue unless it is not reasonably practical to do so (for example during a telephone interaction with the customer and they require the policy to be issued immediately).

If it is not reasonably practical to provide these documents to the customer at time of policy issue, they must be provided to the customer as soon as practical after that time, but not later than the fifth day after the day of policy issue.

6. Selling behaviour Guidelines

Advice

You must not provide any advice regarding the Authorised Products and can only provide factual information about the Authorised Product.

You are only permitted to provide factual information about the Authorised Product with reference to the relevant PDS and underwriting guidelines. Factual information is accurate and objective information given to customers about the insurer (Suncorp Insurance); You or a Distributor; or the Authorised Product.

Our expectations include:

- only make statements about the Authorised Product that are factually accurate and can be validated by the PDS or underwriting guidelines;
- do not offer any product suggestions or recommendations; and
- do not make statements about (or take into consideration) customers individual and specific circumstances.

Pressure Selling

You must not pressure sell. Pressure selling involves intentionally confusing, intimidating, demoralising, or exhausting a customer to force them to purchase the Authorised Product.

Some examples are:

- a discussion about insurance after being asked to cease the discussion;
- discussions around insurance after long and protracted discussion around purchasing the car or obtaining finance;
- making the customer uncomfortable;
- implying or suggesting that the insurance is not optional;
- unwanted telephone calls or other messages; or
- over-the-top methods of hard selling.

Our expectations include:

- if the customer does not wish to discuss insurance products, then do not proceed;
- if the customer wants to talk to You about insurance products but does not have time to discuss insurance arrange another time that is convenient to them;
- always be respectful in relation to a customer's process, needs and decisions;
- do not be aggressive and forceful in your dealings with the customer;
- do not take advantage of their personal circumstance e.g. age, disability, disadvantaged, cultural or where English is not their first language;
- allow the customer sufficient time to consider the Authorised Product; and
- do not pressure or coerce the customer to buy or commence the policy.

Hawking

You must not offer insurance without the customer's consent. Hawking involves the offer of Authorised Products in the course of, or because of, an unsolicited contact. An offer includes inviting an application for their issue or sale. Hawking is prohibited and will be breached if You make an offer to issue or sell insurance (which includes discussing car insurance and inviting an application for their issue or sale) when:

- you do not receive positive, voluntary and understood consent from the customer. The customer must understand what they are consenting for throughout the interaction.
- the offer is made in the course of (i.e. during) an unsolicited outbound contact with a customer, this includes telephone calls, and webchat.
- the enquiry originated from a third party website and it did not include a request to discuss car insurance.
- you respond to the customer's request to discuss car insurance 6 weeks after the consent was received.

Explaining solicited contact:

Solicited contact is contact with the customer that is in the course of:

- a face to face or inbound telephone interaction concerning the purchase of a vehicle or finance associated with the purchase of a vehicle; or
- responding to a customer initiated request to discuss insurance such as an email request to receive an outbound call, online enquiry or voicemail; and
- the consent is current (within six weeks of date of consent).

Explaining valid consent:

Valid consent is consent which:

- has not been withdrawn by the customer;
- is current (within six weeks of date of consent); and
- was not obtained in the course of (or because of) unsolicited contact.

Our expectations include:

- do not make unsolicited outbound customer calls;
- you must obtain a solicited request (consent) from the customer to offer the product. These records should be retained by You and be available to Us upon request. Consent records must be retained by You for a period no less than seven years; and
- if the customer advises a preferred option for contact, only use that method of contact.

Misleading or deceptive conduct

It is illegal to engage in conduct that misleads or deceives or is likely to mislead or deceive customers.

This applies even if You did not intend to mislead or deceive anyone or no one has suffered any loss or damage because of your conduct.

Our expectations include:

- do not engage in conduct that is likely to mislead or deceive;
- do not make false or misleading claims or statements;
- do not incorrectly state or exaggerate product benefits; and
- do not intentionally leave out information.

It is important to look at how Your behaviour affects the customer's impression of an insurance product.

When deciding if conduct is misleading or deceptive, or likely to mislead or deceive, the most important question to ask is whether the overall impression created by Your conduct is false or inaccurate.

Unconscionable Conduct

You must not act unconscionably towards customers. To be considered unconscionable, Your conduct must be against the morals and principals of the community.

The following factors will be relevant when assessing whether conduct is unconscionable:

- the customer does not have bargaining power;
- the customer could not understand or did not have time to consider the Authorised Product;
- undue influence, pressure or unfair tactics are used;
- you did not act in good faith towards the customer; or
- any other factor indicating that you acted with little or no regard to the customer.

Our expectations include:

- present a balanced view of the Authorised Product, discuss the main benefits and limitations so that the customer's expectations are met;
- do not take advantage of the customer;
- do not undertake pressure selling or unfair tactics;
- provide the DDD and PDS in a timely manner and allow the customer time to consider these disclosure documents; and
- always act honestly, fairly and in good faith.

7. Supervision and Monitoring

We will regularly monitor Your compliance with this manual and the Agreement. If You do not comply with the obligations set out in these documents, We may suspend or terminate Your authorisation.

Site Audits

Site Audits will be conducted by Our AM based on a rhythm determined by Us. Site Audits are designed to ensure key regulatory and compliance obligations are being met and adhered to. This includes the below activities.

Design and Distribution Obligations

When distributing the Authorised Product, You comply with the following obligations:

- Take reasonable steps to distribute the Authorised Product in a manner which is consistent with the TMD.
- Notify Us if You become aware of any dealing in the Authorised Product that is not consistent with the TMD as soon as practicable and no later than 10 business days of becoming aware.
- You know where to access a TMD if requested by a customer.

Disclosure Documents

- You are providing the customer with an up-to-date version of the DDD.
- You are using the latest version of the PDS for the Authorised Product.
- You can demonstrate that the DDD and the PDS are being issued to every customer at the appropriate time.

Authorised Activity

- You are selling the Authorised Products correctly as authorised by Us.
- Is there any evidence that You have provided advice to customers in relation to the Authorised Products.
- If remedial action(s) have been implemented previously, are they being sustained.
- Have You cancelled or allowed a Suncorp policy to lapse for the sole purpose of selling a new Suncorp policy.
- Can You locate Your copy of this manual.

Advertising Material/Signage

Advertising material including signage, business cards, promotional material, stationery etc will be checked for:

- Prior approval by Suncorp Insurance;
- Correct use of authorisation, for example “Distributor for Suncorp Insurance”.
- The most up-to-date materials supplied are being displayed and provided to clients.

The Distributor’s website will be checked for any unauthorised promotion such as:

- Use of Our Logo;
- Attachment of, or links to Suncorp Motor Insurance PDS or TMD;
- Reference to Suncorp Motor Insurance; and
- Any advice provided (general or personal advice).

Complaints and Incidents

- Are You complying with the process for reporting any complaints received from a customer about You?
- If any complaints have been received about You, have they been reported to Suncorp Insurance within 24 hours?
- Have there been any incidents that have not been reported to Us?

8. Complaints

It is important that all complaints, irrespective of the nature, be reported to Suncorp Insurance even if the complaint has been resolved and regardless of the time taken to resolve it.

If You receive a complaint about the Authorised Product or an associated service directly from a customer You should:

- Not admit liability or provide thoughts or opinions on the outcome of the complaint.
- Notify Us within 24 hours of the Complaint, including all relevant information.

9. Incident Reporting

An incident is a failure by You to comply with any policy, procedure, Your agreement or obligation. This may amount to a breach of law, or it may merely be a failure to follow the correct procedure. We

have an obligation to report significant breaches or likely breaches of Our AFS licence conditions to ASIC.

Examples of incidents include:

- Failing to give the DDD and/or PDS or providing an incorrect version;
- Giving advice to a customer;
- Telling a customer a claim will be paid;
- Behaving unfairly or dishonestly towards customers;
- Failing to comply with Suncorp Insurance's legislative and conduct obligations;
- An unauthorised employee selling a product on Our behalf to a customer; or
- Offering car insurance without obtaining the customer's positive, voluntary, and understood consent intentionally or unintentionally.

You should report incidents that could be a breach of a regulatory obligation (even if you are unsure) on the same Business Day after You become aware of it to Your AM.

It is important that all incidents or potential incidents are reported promptly so they can be notified to ASIC or the relevant regulatory or supervisory authority if necessary. It is also important that We are promptly notified of incidents so We can take any remedial action that might be necessary.

An incident may require Us to initiate remedial action against You, such as additional training, and may result in Us carrying out additional monitoring and supervision activities to identify any systemic breaches or ongoing compliance problems.