

Preferred Supplier Code of Practice for Home, Motor, Caravan and Boat Insurance



1. Who does this Code apply to?

This Code applies to preferred suppliers under contract to provide goods and services to members of the Insurance Australia Group in relation to motor, home, boat and caravan insurance policies of NRMA Insurance, CGU, SGIO and SGIC and Insurance Manufacturers of Australia Pty Ltd (distributed through RACV Insurance Services Pty Limited in Victoria).

2. Why have a Code of Practice?

We recognise that a close relationship with preferred suppliers helps us to deliver the best possible services to our customers, so we can deliver on the promise that we make to our customers to provide help when they most need it.

Because we transact large volumes of business with many preferred suppliers, we believe a Code of Practice will provide them with a clearer picture of how we do business and help strengthen our relationship.

We are committed to procuring goods and services on sound business principles, aligned with the community's expectations for a socially responsible community organisation.

We recognise that preferred suppliers are independent businesses, but we want to ensure that our reputation, and the reputation of our distributors, is not affected by our preferred supplier arrangements.

3. Contracts and Arrangements

This Code complements and does not replace our contracts or arrangements with preferred suppliers.

It gives our preferred suppliers an understanding as to how we do business, what they can expect from us and what we expect from them.

4. What we expect

We do business in an ethical manner in accordance with the following principles.

QUALITY

We have a strong commitment to the quality of products and services we provide meeting the highest standards.

CUSTOMER SERVICE

We seek to meet and wherever possible exceed our customers' and distributors' expectations.

FAIR TRADING

We want our relationship with preferred suppliers to deliver benefits to both parties. We will provide accurate information, avoiding errors and misrepresentation. We pay our preferred suppliers on fair trading terms, usually within 30 days of receipt of invoice.

CONFIDENTIALITY

We will maintain confidentiality and will not disclose commercially sensitive information to our preferred suppliers' competitors or third parties except as agreed and as otherwise permitted by law.

ENVIRONMENTAL STANDARDS

We are concerned for and committed to protection of the environment, working to minimise our environmental footprint. We want our preferred suppliers to comply with environmental laws, work to minimise environmental risks and promptly rectify non-compliance.

HUMAN RIGHTS AND EQUAL OPPORTUNITY

We are committed to human rights, complying with antidiscrimination and equal opportunity laws, and we want all our preferred suppliers to do the same. We will not knowingly engage any preferred supplier that employs bonded labour or uses any form of mental or physical coercion.

OCCUPATIONAL HEALTH AND SAFETY

We are committed to providing a safe working environment through Occupational Health & Safety policies and operational procedures and expect that all our preferred suppliers will do the same. We expect our preferred suppliers to demonstrate concern for, and commitment to, the health and safety of their staff.

COMPLIANCE WITH LAW

We require all preferred suppliers to comply with all laws in delivering the products and services that they supply to us and to our customers. We will not knowingly deal with preferred suppliers who breach the law.

5. Complaints

WHO CAN COMPLAIN?

A preferred supplier is eligible to access the Supplier Dispute Resolution Process.

This dispute resolution process is without prejudice to any rights available to signatories to the Motor Vehicle Insurance and Repair Industry Code of Conduct. For more information about this Code of Conduct, please see www.abrcode.com.au

WHAT CAN I COMPLAIN ABOUT?

Complaints can be made about matters involving contractual arrangements and decisions made by your regular contact.

6. Dispute Resolution Process

Through open communication we aim to avoid disputes. Should a dispute arise we have a fair, simple and accessible dispute resolution process, designed to resolve disputes as quickly as possible.

We seek to resolve disputes in a genuine effort to avoid litigation and to maintain an ongoing commercial relationship.

We expect our preferred suppliers will follow the process set out below unless we have agreed a dispute resolution method in a contract with our preferred suppliers.

If you are unhappy with the decision your regular contact has made we encourage preferred suppliers to adhere to a three stage process as follows:

STAGE ONE

Where your regular contacts' Manager reviews the decision.

STAGE TWO

Where the dispute will be referred to the Internal Dispute Resolution Committee.

STAGE THREE

Where the dispute will be referred to the External Dispute Resolution Group.

Occasionally your regular contact will make a decision that you do not agree with. When this happens we will endeavour to exhaust all procedures outlined here to settle disputes and expect that our preferred suppliers will do the same.

STAGE ONE (Local Manager)

First, seek resolution at the local level by lodging a complaint with the Manager of your regular contact.

This Manager will thoroughly review the decision and respond in writing within 15 business days.

If the matter is not resolved satisfactorily or not resolved at all at this level (Stage One), preferred suppliers can refer the dispute through to Stage Two. Preferred suppliers will need to complete and submit the Preferred Supplier Dispute Resolution Form, which is located at the back of this brochure and is also available from your regular contact.

STAGE TWO (Internal Dispute Resolution Committee)

The Internal Dispute Resolution Committee will review any disputes referred to it by a preferred supplier under this Code of Practice. Upon receipt of the Preferred Supplier Dispute Resolution Form, the Committee will make a decision within 20 business days and respond in writing. This decision is binding on us but is not binding on the preferred supplier.

The Committee will not review any dispute unless the dispute process has been exhausted under Stage One.

If the matter is not resolved satisfactorily or not resolved at all at this level (Stage Two), preferred suppliers may request in writing within 20 business days, the matter to be heard by the External Dispute Resolution Group under Stage Three.

STAGE THREE (External Dispute Resolution Group)

The External Dispute Resolution Group will review the decision of the Internal Dispute Resolution Committee. They will make a recommendation to the Head of Claims and Assessing, who will make a determination on the matter within 20 business days and respond in writing. This determination is binding on us, but is not binding on the preferred supplier.

In the interests of resolving disputes as quickly as possible we will seek to make a determination at Stage Two or Stage Three within 20 business days of the dispute being referred to that stage.

7. GLOSSARY

External Dispute Resolution Group means a panel nominated by Direct Insurance and comprised of appropriate and qualified persons to consider commercial disputes, comprising an independent practising or retired legal practitioner, senior manager within Direct Insurance and an independent community representative with consumer experience.

Internal Dispute Resolution Committee means a panel nominated by Direct Insurance and comprised of appropriate and qualified persons to consider commercial disputes, including a senior manager and a legal practitioner for Direct Insurance.

Preferred Supplier means a supplier identified as a preferred supplier under any contract to members of the Insurance Australia Group in relation to motor, home, boat and caravan insurance.

Direct Insurance means the Direct Insurance division of IAG

IAG or Insurance Australia Group means Insurance Australia Group Limited and its related bodies corporate within the meaning of section 50 of the Corporations Act 2001.

Regular contact means the person that you interact with regarding your day-to-day relationship with Direct Insurance.

Regular contacts' Manager means the direct Manager of your regular contact, or a person appointed to review the decision made by your regular contact.

Preferred Supplier Dispute Resolution Form

PART A - ABOUT YOU

YOUR DETAILS (THE COMPLAINANT)

Name: _____

Business Name: _____

Business Address: _____

Payee Code No (if applicable): _____

Telephone Number(s) Business: _____

Mobile: _____

Fax: _____

Email: _____

PART B - WHAT HAPPENED

Describe the events you want to complain about.

Please address the following points:

what happened, where it happened, who did it and with whom the incident occurred.

Please provide us with a claim number if applicable, all the dates and other details you can remember.

Please sign and date this description and attach it to the Dispute Resolution Form.

PART C - FURTHER INFORMATION

WITNESSES

Are there any other people who can substantiate your dispute? Tell us their name, how to contact them and how they might help us.

DOCUMENTS

Please attach copies of any documents that may help us consider your complaint (for example photos, letters, records of any phone conversations).

RESULTS

What do you want to achieve by raising this dispute?

OTHER WAYS OF RESOLVING YOUR DISPUTE?

Please describe earlier attempts you have made to resolve your dispute. Please provide details of whom you spoke to.

THIS COMPLETED FORM SHOULD BE SENT TO:

Manager – Customer Advocacy & Litigation
Preferred Supplier Code of Practice
Reply Paid 62759
Sydney NSW 2000