

NIBA College of Insurance Brokers and Risk Professionals Membership Rules

1. Role of the College

- 1.1 The NIBA College of Insurance Brokers and Risk Professionals (**College**) aims to provide high quality educational and training services to individual risk and insurance practitioners involved in the insurance industry.
- 1.2 The College is a registered trading name and division of the National Insurance Brokers' Association of Australia ACN 006 093 849, a public company limited by guarantee. Please refer to the NIBA Constitution (available at <http://www.niba.com.au/html/constitution.cfm>).
- 1.3 Membership of the College does not give rise to membership of NIBA under the NIBA Constitution and the classes of Membership under the NIBA Constitution remain unaffected. These Rules set out the rights that arise by reason of membership of the College.

2. Governance of the College

- 2.1 NIBA funds, governs and operates the College as a separate division of NIBA.
- 2.2 NIBA can appoint an external body to manage the College and use such external service providers as it sees fit.
- 2.3 The NIBA College Registrar is responsible for the day to day administration of the College and all Member enquiries should be directed to the Registrar.
- 2.4 The Registrar reports to the NIBA Professional Development Executive (or such other person appointed by the NIBA Chief Executive Officer) who in turn reports to the NIBA Chief Executive Officer on the operation of the College. The NIBA Chief Executive Officer reports to the NIBA Board on the operation of the College.

3. Membership

Applying for Membership

- 3.1 Membership of the College is voluntary and all members are subject to and must abide by these rules.
- 3.2 When applying for membership (or renewal of membership), a person must meet the eligibility criteria applicable to the relevant class as required by the College in its absolute discretion from time to time.
- 3.3 The NIBA College Registrar is responsible for the processing of College membership applications (including renewal applications) and may determine whether to grant or refuse membership to applicants based on the applicant's application and such other information as required in accordance with the College eligibility criteria.
- 3.4 Application for College membership (or renewal of membership) shall be rejected if the person applying for membership does not meet the College eligibility requirements for membership of the class nominated in their application.
- 3.5 The NIBA Registrar can reject an application for membership (or renewal of membership) in his or her absolute discretion for such other reasons as he or she thinks fit, with or without assigning any reason.
- 3.6 Applicants will be notified of the NIBA Registrar's determination in respect of their application to the email or postal address last notified by the person to NIBA.

Applying to change class of membership

- 3.7 A member may at any time request that his/her class of membership be changed by written notice to the NIBA Registrar. In such a case the procedures specified in 3.1-3.6 will apply in relation to the application.

Classes of Membership

- 3.8 There are 7 classes of membership within the College and the classes are divided into two categories:
- (a) **practitioner classes** – members with varying levels of broking or risk qualifications and employment experience
 - (b) **non-practitioner classes** – non-professional members i.e. those with no qualifications or a qualifications in a non-broking or risk related area.

Fellow (practitioner class)

- 3.9 Entitled to use the post nominal “NIBA College (CPIB Fellow)”, “NIBA College (QPIB Fellow)”, or “NIBA College (QFSR Fellow)” depending on member's prior level of membership, while this class of member.
- 3.10 Must at least have:
- (a) an Advanced Diploma of Financial Services or Graduate Diploma of Financial Services from NIBA College or equivalent and a minimum of 2 years experience as a CPIB, or 5 years as a QPIB or QFSR;
 - (b) participated in continuing professional development as required by the NIBA Board in the 12 month period prior to the date of his/her application.

Certified Professional Insurance Broker (CPIB) (practitioner class)

- 3.11 Entitled to use the post nominal “NIBA College (CPIB)” while this class of member.
- 3.12 Must at least have:
- (a) completed the NIBA College Certified Professional Insurance Broker Program;
 - (b) been a QPIB for a minimum of 2 years and have a minimum of 6 years experience as a practicing insurance broker; and
 - (c) participated in continuing professional development as required by the NIBA Board in the 12 month period prior to the date of his/her application.

Qualified Financial Services Representative (QFSR) (practitioner class)

- 3.13 Entitled to use the post nominal “NIBA College (QFSR)” while this class of member.
- 3.14 Must at least have:
- (a) a Diploma of Financial Services with NIBA College or another registered training organisation or equivalent;
 - (b) a minimum of 4 years experience providing financial services;
 - (c) participated in continuing professional development as required by the NIBA Board in the 12 month period prior to the date of his/her application.

Qualified Practising Insurance Broker (QPIB) (practitioner class)

3.15 Entitled to use the post nominal "NIBA College (QPIB)" while this class of member.

3.16 Must at least have:

- (a) a Diploma of Financial Services (Insurance Broking) with NIBA College or another registered training organisation or equivalent;
- (b) a minimum of 4 years experience as an insurance broker;
- (c) participated in continuing professional development as required by the NIBA Board in the 12 month period prior to the date of his/her application.

Associate (practitioner class)

3.17 Entitled to use the post nominal "NIBA College (Associate)" while this class of Member.

3.18 Must at least:

- (a) be enrolled in an accredited program under the level of Diploma of Financial Services at NIBA College; or hold a full or partial financial services qualification under the level of Diploma with NIBA College or another registered training organisation or equivalent;
- (b) be employed in a licensed or legally authorised financial services business under Chapter 7 of the Corporations Act 2001 (Cth).

Affiliate (non-practitioner class)

3.19 Membership of the Affiliate class does not bestow any rights to the use of a post nominal.

3.20 Must at least be employed in a licensed or legally authorised financial services business under Chapter 7 of the Corporations Act 2001 (Cth).

Inactive members (practitioner class)

3.21 A practitioner member may become inactive due to unemployment, illness or other adverse situations. A person may become inactive on their request and approval by the College registrar. A member can be inactive for no more than 24 months before being reclassified as an Affiliate member.

4. Member Entitlements

4.1 All members are entitled to:

- (a) receive a copy of the *Insurance and Risk Professional* magazine;
- (b) discounts on certain College services and NIBA events (as advised by the College or NIBA from time to time)
- (c) receive information about NIBA and NIBA College conferences, seminars and workshops;
- (d) use of and access to the members section of the NIBA College website subject to the Website Terms and Conditions (available at http://www.nibacollege.com.au/html/member_notices.cfm)
- (e) receive relevant College briefings, newsletters and announcements;
- (f) access relevant free online College introductory learning programs;
- (g) access NIBA College advisors;

; and

- (h) use the College logo in a way that is not misleading or deceptive, however all intellectual property rights in the logo remain the property of NIBA at all times and NIBA may, if it considers the use of the College logo to be improper, demand that its use cease or be corrected.

4.2 Practitioner members (only) have a right whilst members to:

- (a) receive a copy of the NIBA Gazette;
- (b) access NIBA Technical Services; and
- (c) access professional toolbox and NIBA regulatory updates.

4.3 Members **do not** have a right at any time to:

- (a) vote within NIBA;
- (b) participate in meetings or to vote on issues in relation to the College or NIBA;
- (c) propose candidates to the Board of NIBA or stand as candidates; or
- (d) participate in discussion or study groups or chapters established by the College unless otherwise permitted by the College.

4.4 The above does not affect the existing rights of a person that is a NIBA Member under the NIBA Constitution.

5. Member Obligations

5.1 All members must:

- (a) comply with the Membership Code as follows (to the extent relevant to them):
 - (i) members will maintain high standards of integrity and professional conduct;
 - (ii) members will practice fairness and honesty;
 - (iii) members will encourage others to act in a professional and ethical manner;
 - (iv) members will comply with all relevant laws;
 - (v) members must abide by the NIBA Code of Conduct and NIBA Insurance Brokers Code of Practice if they are employed by a Principal Member of NIBA;
 - (vi) members will respect and protect the intellectual property rights of NIBA or the College, including any trademarks, logos and copyrights;
 - (vii) members will not use NIBA or the College membership lists for business solicitation purposes;
 - (viii) members will not engage in direct marketing and making unsolicited calls to other members;
 - (ix) members will not use all or part of College listings, including membership directory, online member listings, conference attendees and educational course participants for selling, prospecting or creating a directory or database;

- (x) members will treat all information furnished by or accessed through the College as confidential and will not reproduce material without the College's written approval; and
- (xi) so order personal conduct as to uphold and not injure the standing and reputation of NIBA or the College;
- (b) pay their membership fees and any other charges, fees or levies required by the College as and when they fall due;
- (c) inform the College of any changes to the information provided in their application for membership as soon as practicable after becoming aware of such changes;
- (d) attain the quality and minimum number of Continuing Professional Education (CPE) requirements as determined and notified by the College as applicable to their membership class from time to time;
- (e) abide by any terms of study or other terms and/or conditions that apply to courses of study, training, assessments and seminars and events;
- (f) abide by the College internal regulations notified to members by the College from time to time;
- (g) abide by the Website Terms and Conditions (available at http://www.nibacollege.com.au/html/member_notices.cfm).
- (h) submit to the College a CPE declaration verifying their CPE participation for the relevant time period which indicates:
 - (i) whether they have met the minimum requirement for the time period; and
 - (ii) the amount of time claimed for each of the qualifying categories where relevant; and
- (i) provide the College with copies of or access to such information as the College may require from time to time relevant to their eligibility for membership and compliance with these rules.

6. Membership fees

- 6.1 The College will prescribe membership fees and other charges, fees and levies from time to time.
- 6.2 All membership fees required for renewal will be due and payable on a common date prescribed by the College.
- 6.3 The College may reduce the amount of membership fees or other charges, fees and levies in relation to a particular member of class or members in its absolute discretion.
- 6.4 Any member who ceases to be member of the College:
 - (a) forfeits any membership fees and other charges, fees and levies paid by the member prior to cessation of membership; and
 - (b) remains liable for any membership fees and other charges, fees and levies which were due and payable by the member prior to his/her cessation as a member.

7. Termination of membership

- 7.1 Termination of membership will occur:

- (a) on receipt by the NIBA Registrar of written request for termination by the member;
- (b) immediately if the member dies or becomes otherwise incapable of managing his/her own affairs;
- (c) if the member fails to pay any amount due and payable in respect of membership fees or other charges, fees or levies after the expiration of the second demand for payment;
- (d) immediately if the member breaches these rules;
- (e) immediately if the member jeopardises the College's reputation;
- (f) immediately if an application for membership or renewal of membership was made on the basis of incomplete, incorrect or untrue information or documentation;
- (g) immediately on dissolution of the College by the NIBA Board; and
- (h) 60 days after the provision (for any reason) of a written notice of termination to the member by the College.

7.2 Where no other termination event has occurred and a member requests termination for the current year before the due date of his or her fee, the Member is only obliged to pay half the amount of the annual membership fee.

7.3 A member whose membership has terminated on his/her own request may reapply for membership after the expiry of 6 months from the decision on the termination of membership.

7.4 Subject to 7.2 above, no compensation, damages or refund of fees or charges are due to members in the case of any membership termination.

7.5 Following termination of College membership:

- (a) NIBA can inform other members that the person is no longer a member;
- (b) a person at their own cost must cease to hold him/herself out as being a member of the College and cease using the College logo and any College post nominal in any documentation or other materials.

8. Use and disclosure of information

8.1 Applicants for membership and members of the College by submitting an application or by becoming a member, consent to the College using and/or disclosing the information which they have provided in their application and subsequently in the course of their membership (and the information contained in any associated documents) to:

- (a) process any application for membership or renewal of membership;
- (b) contact any relevant employer or learning institutions to verify information provided;
- (c) make records of membership details and information provided;
- (d) manage and administer the membership;
- (e) ensure compliance with these rules and any other applicable obligations;
- (f) conduct market research in order to identify and analyse the ongoing needs of members;
- (g) improve, promote and provide them with access to and information about membership benefits, services, courses events and activities available to members;

- (h) develop, provide them with and administer courses;
 - (i) meet education regulatory reporting and compliance requirements;
 - (j) arrange discussion or study groups or college chapters;
 - (k) be provided to NIBA's marketing partners so that they may contact them about their products and services;
 - (l) be provided to external service providers to whom NIBA has contracted functions such as lawyers, accountants, printers, mailing houses and information technology companies.
- 8.2 Applicants and members authorise the investigation of all statements contained in applications for membership or renewals (and any associated documents) by the College and release parties from liability or claims for damages with respect to furnishing such information.
- 8.3 Applicants and members consent to and authorise the College and their duly appointed officers to inspect their client files and associated documents for the purposes of any proceedings, investigation, audit assessment of an application for or renewal of membership or any other reasonably purpose.
- 8.4 Members grant the College the right to publish their names for purposes including the promotion of the College. The College is not responsible for the use or misuse of any listings of members. If a member would like to be removed from a listing they must contact the NIBA College Registrar.
- 8.5 Information provided by members may be transferred or stored outside Australia.
- 8.6 Members have the right to:
- (a) access any information which the College holds about them, subject to exceptions in any applicable privacy legislation; and
 - (b) request the correction of information which is incorrect,
- by contacting the NIBA College Registrar.

NIBA's privacy policy is available at <http://www.niba.com.au/privacy>

9. Power to amend these Rules and dissolve the College

- 9.1 These rules may be amended from time to time by the College subject to the approval of the NIBA Board and become binding on members within 5 days of publication on the College website at http://www.nibacollege.com.au/html/member_notices.cfm. It is the responsibility of members to keep up to date with any rule changes.

10. Disclaimer

- 10.1 This disclaimer does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.
- 10.2 NIBA and its representatives, will not be liable to a member, or any other entity or person in negligence or otherwise, for any loss or damage (including legal costs) arising directly or indirectly from performing their duties or providing or making available information to members, unless caused by wilful misconduct. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Rules is hereby excluded. If legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that

condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:

- (a) if the breach relates to goods:,
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;,
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services: ,
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again,

and if item (a) or item (b) is not permitted under applicable legislation, to the maximum extent permitted by applicable legislation.

11. Enquiries

- 11.1 The NIBA College Registrar is responsible for the day to day administration of the College, and all Member enquiries should be directed to the NIBA College Registrar.