

## Financial Services Guide

The Financial Services covered by this Financial Services Guide (FSG) are provided by:

**Austbrokers Sydney Pty Ltd**  
9 Gloucester Road  
Hurstville NSW 2220  
PHONE: 02 9570 8355

**Our ABN number is 14 061 968 090 and our Australian Financial Service Licence No. is 244244.**

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This guide is designed to assist you in deciding whether to use the services offered by us. It contains important information about:

- the services we can offer you
- how we and our associates are remunerated
- how we manage conflicts of interest
- our internal and external dispute resolution procedures and how you can access them

It is an important document. Please read it carefully and keep it in a safe place.

If you are a retail client and we give you personal advice, we will provide you with a Statement of Advice or other information required by law. Any Statement of Advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests, which might reasonably have influenced us in giving our advice.

If you are a retail client, then before we either arrange an insurance policy for you, or we provide personal advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement if we are required to do so. It is prepared by the insurer and is designed to give you important information on the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. It may be more than one document.

### **A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS**

#### **What services can we provide?**

##### **Our various roles**

We are an Australian Financial Services Licensee and are licensed under the Corporations Act to advise and deal in relation to all general insurance products.

We can act in a number of roles in providing our services.

We usually act on your behalf. However in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We tell you if this is the case as this means we do not act for you when we provide the service.

## **Our Services**

### **Arranging insurance for you**

This is where we arrange for the application, acquisition, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain it to you when you apply for the insurance.

### **Providing advice to you**

There are two types of advice service we provide and it is important to understand the difference:

**personal advice** – this is advice provided by us to you on the suitability of general insurance policies to meet your particular needs. We will agree with you when this service is to be provided and what the scope of our personal advice will be. For example, in some cases we may only provide personal advice on which of a selected list of products is appropriate for you. Before we provide any personal advice we will need to undertake a needs analysis so we can provide you with appropriate advice.

Where we provide you with personal advice on Sickness and Accident and/or Consumer Credit Insurance products we will give you a Statement of Advice except in limited circumstance where we are giving you further advice and your relevant personal circumstances or the basis of the advice are not significantly different from those set out in the previous advice.

In such cases you can ask us to give you a record of the further advice for up to 7 years after the advice is provided by contacting us using any method set out in this FSG.

For all other general insurance products, we will provide you with a document setting out our advice, the details of our remuneration (including commission) and information on any associations or other interests which might reasonably have influenced us in giving our advice.

**general advice** – this is where we provide a general recommendation or opinion to you on a general insurance policy which is not based on our consideration of your personal needs. We tell you when this is the case because if general advice is given you need to consider if the general advice and any relevant product is right for your circumstances as we have not done this for you.

In some cases where we arrange more than one policy for you we may provide personal advice for one policy and general advice for another. We tell you when this is the case.

### **Acting for insurers**

In some circumstances we may have an agreement with an insurer or their representative to arrange insurance policies on their behalf and not on your behalf. This means that we act for and in the interest of the insurer as our principal in providing the services, not yours.

If we are given a "binding authority" from an insurer, this means we can enter into insurance policies and/or handle or settle claims on their behalf without reference to them, provided it is within the authority they have given us. We will tell you when we act for an Insurer and not for you.

### **Claims Assistance**

We can also assist you when you need to make a claim. If a claim occurs contact us and we can help you decide what to do. We do not do anything without your consent. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. We don't provide this service if we no longer act for you.

Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

### **Premium Funding**

In some cases insurers require the full premium payment up front. Premium funding is one way of not having to pay your premium in one lump sum. You will, however, have to pay interest to the premium funder on the amount borrowed.

We and Austbrokers Holdings Limited (ABN 60 000 000 715), have a preferred supplier arrangement with Pacific Premium Funding Pty limited ("Pacific") for the arrangement of premium funding. In arranging premium funding with Pacific, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

### **We may provide a variety of services and act in different roles.**

It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of the above services to you and act in a variety of roles.

For example, where you require a number of different covers we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice and for others only act as agent of the insurer not you. We can provide a further explanation of why this is the case and we make sure we tell you what the service is and our role before or at the time we provide the service.

Ask us if you need more detailed information or do not understand our explanation.

### **How can you give us instructions?**

You need to give us instructions in writing by letter or fax or by another method agreed by us. We will tell you what is possible when you contact us.

### **What information do we maintain about you and how can you access it?**

We maintain a record of your personal profile. That record contains information about insurance policies that we have arranged for you. The record may also contain details of your objectives, financial situation and needs collected for the purpose of giving you personal advice. We also maintain records of any recommendations made to you.

We are committed to implementing and promoting a Privacy policy, which will ensure the privacy and security of your personal information.

This policy is included at the rear of this FSG.

If you wish to access your file, please ask us.

### **How are we remunerated for our services?**

#### **When we act for you in advising on and/or arranging insurance**

When we act on your behalf in advising on or arranging insurance we can be remunerated in a number of ways. They can vary according to the service you require and/or our arrangements with the relevant insurer or their representative.

We are remunerated by:

- commission from the insurer;
- fees we charge you;
- in limited cases only, remuneration from an insurer based on the profitability or volume of the business we place with them; or
- a combination of the above.

Details are provided below on each.

#### **Commission paid by the insurer to us**

Unless we tell you in writing that we will provide our service on a "Fee Only - no commission" basis, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable).

The commission is a percentage of the insurer's base premium (i.e. premium excluding stamp duty, fire services levy,

GST or any other government charges, taxes, fees or levies). Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type.

The commission does not represent our profit margin as it also reimburses us for administrative and other expenses we incur in providing our services.

The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.

If we act on your behalf and you cancel a policy and obtain a refund of premium, you agree that we can keep our commission. If we didn't do this we would not be properly paid for the services we provide to you.

#### *Other remuneration arrangements we have with insurers*

We are also a member of the Austbrokers Group of insurance brokers.

Austbrokers Holdings Limited (ABN 60 000 000 715) (AHL) and IBNA Limited (ABN 43 086 563 055) (IBNA) are joint owners of A & I Member

Services (AIMS) a company that provides marketing, distribution and training services to members of Austbrokers and IBNA Group. Some insurers pay a commission to AIMS on selected products arranged by Austbrokers member insurance brokers and IBNA members which is an agreed percentage of the base premium (Before government fees or charges). Different insurers may pay different commission rates to AIMS.

This money funds the provision of AIMS services to Austbrokers and IBNA members. We, other Austbrokers members and IBNA members benefit from this support and it helps ensure we can continue to provide you with our extensive range of services. Austbrokers and IBNA members may also be entitled to share in any excess of the commission received by AIMS in any one annual period (if any) after deduction of all relevant AIMS costs and expenses in providing its services in that period.

The Commission referred to above comprises an amount paid to us for our services based on a percentage of the insurer's base premium. It also includes a commission of up to 2% of the base premium paid to A & I Member Services (AIMS). This company provides marketing, distribution and training services to members of Austbrokers and IBNA Group and we may be entitled to share in any excess of its commission

each year after deduction of its relevant costs and expenses in that period.

We are participants in the Zurich Australian Insurance Limited (ABN 13 000 296 640) Zenith arrangement which includes a profit share component.

Profit is determined by comparing the premium earned with the claims experience of our total Zurich home and motor portfolio. If there is a profit, we receive a percentage of this amount from Zurich which is calculated and received on an annual basis. It is possible that the underwriting profit of policies arranged by us will not reach the required amount in which case we would receive no profit share.

As part of the program, we are entitled to \$7000 annually from Zurich that must be spent on training and development initiatives.

We have an agreement with the QBE Intermediary Distribution division of QBE Insurance (Australia) Limited (ABN 78 003 191 035) ("QBE") under which we may receive annually, an agreed percentage of any net profit (excluding GST and as determined by QBE), for all policies placed by us with them in the previous year.

We may receive a profit share commission from Allianz Australia Insurance Limited (Allianz) for insurance placed by us (or renewed) with Allianz in each calendar year (excluding CCI, CTP, Workers Compensation and Travel Insurance). If an agreed profit threshold is exceeded (determined accordingly to a formula that takes into account matters such as premium received, claims and expenses incurred etc) we receive an agreed percentage of the excess, up to a cap of 5% of gross written premiums received for the insurance.

We have an agreement with CGU Insurance Limited (ABN 27 004 478 371) ("CGU") under which we may receive annually, an agreed percentage of any net profit (excluding GST and as determined by CGU), for all policies placed by us with them in the previous year.

We have an agreement with Strata Unit Underwriting Agency Pty Ltd (ABN 30 089 201 534) ("SUU") under which we may receive annually, an agreed percentage of any net profit (excluding GST and as determined by SUU), for all policies placed by us with them in the previous year.

See below for soft dollar benefits we may receive from insurers and our policy on this.

#### *Fees paid by you*

Unless we specifically agree in writing before providing our services to charge on a "Fee Only – no commission" basis, the Fees will be paid in addition to any commission we receive.

We may charge you:

- a Broker Fee – this is an administration fee payable when you enter into an insurance policy;
- a pre agreed set amount for specific services;
- an amount based on a pre agreed rate for the time we spend providing the service; or
- on some other basis agreed with you before we provide the service.

All fees are payable after we have provided the service or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fees are not refundable.

#### **Where we act for the insurer**

Where we act for an insurer, not you, we receive commission from the insurer as our principal and may also charge you an administration fee. The amount of the fee will vary depending on the complexity and type of services that we provide you with. We will tell you how much the fee is before we provide you with the service.

The fee is payable when you buy the policy or at such earlier time as we agree with you in writing. It is noted in the invoice we send you and is not refundable.

#### **Where there is a referral**

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration or an agreed amount for the referral as a commission or fee. This amount will be paid after we have arranged insurance for you. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

If we refer you to another service provider we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

In making any referral we do not advise or represent that their products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information they provide.

#### **Our staff's remuneration**

Our staff receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain soft dollar benefits described further below.

## Receipt of Soft dollar benefits policy

From time to time we and our representatives may also receive what are commonly referred to as "soft dollar benefits" from product issuers and other financial service providers we deal with.

These can include entertainment (e.g. lunches, sporting events, movies etc), conferences (e.g. attendance at a product issuer conference or sponsorship of our Austbrokers Group Annual conference by a product issuer), accommodation and travel, business tools (e.g. software), gifts (e.g. product issuer or service provider branded promotional items and other occasional small gifts such as bottles of wine or hampers on special occasions etc).

These benefits are provided by a wide range of product issuers and service providers. In most cases they relate to our development of an understanding of the product issuer and/or service provider and their product ranges and practices etc. Ultimately, this assists us in better servicing and representing you.

Our policy is that any of the above received by us or our representatives that exceed \$300 per item or transaction in estimated value are potentially material.

This means they must be disclosed to our Conflicts Manager in writing. The Manager determines if appropriate procedures are in place to manage or avoid any potential conflict of interest which might arise. They only approve benefits where this is the case and retain a record of this which you can access on request.

The above restriction does not apply to conferences or functions, the principal purpose of which is professional development and where the right to attend is not based on sales volumes.

If we provide you with personal advice we may provide you with more details about the soft dollar benefits that we receive in the documentation we will provide you with.

If we do not provide you with personal advice, we will provide you with further details at your request.

## Premium Funding

If you use Pacific, we receive (a) a commission which is a percentage of the amount of funding provided to you; (b) a payment based on a percentage of all loans arranged each month; (c) a payment based on a percentage of certain fees and interest received by Pacific on the total amount of outstanding loans less certain expenses; and (d) a proportion of certain upfront payments received by Austbrokers

Holdings Limited from Pacific based on the value of the loans arranged with Pacific in an agreed period when compared with those arranged by other Austbrokers members. We are owned wholly by Austbrokers Holdings Limited and benefit from any profit made by this entity due to this arrangement.

If you need more information or explanation of the above, please ask us.

## Further information about our remuneration

If we provide you with personal advice, then at the time the advice is provided to you or as soon as practicable afterwards, we will tell you either:

- the amount of any remuneration we receive (including commission) for each financial product to which the personal advice relates; or
- if the amount is not known the manner of calculation

This detail will also be advised to you in the personal advice documentation that we will provide you with.

If we do not provide you with personal advice, you can ask us to provide you with more detailed particulars of the remuneration we or other persons may receive including details of the range of amounts or rates of remuneration (including commission) that we, or they, may receive.

You must request this information within a reasonable time after this FSG is provided to you and before we provide you with any financial services to which this FSG relates.

## Money Handling Arrangements

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer. The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers.

## Do we have any relationships or associations with issuers or related bodies corporate that might influence our service or advice:

We are a member of the Austbrokers group of insurance brokers.

In some cases we may refer you to or advise you to use the services of one of our related bodies corporate. They may act as an agent of the insurer and you will be told when this is the case. As a member of the same corporate group we may indirectly benefit from any such referral or advice if it improves the group performance. Please refer to our remuneration section for normal benefits we can receive under such arrangements.

We will tell you when we are referring you to a related body corporate.

## How do we manage conflicts of interests

We take any potential conflicts of interest seriously and have a Conflict of Interest Policy which we and our representatives must comply with and you can access by contacting us. Compliance is audited on a regular basis.

Conflicts of interest are circumstances where some or all of your interests as our client, are or may be inconsistent with, or diverge from, some or all of our interests.

Our procedures and training are all designed to properly manage any conflict of interest and it is important to note that we have legal duties we owe you when we act as your professional adviser. We treat these very seriously.

A key conflict faced when we act on your behalf is where we receive benefits from someone other than you – this can potentially influence us to act in our interests rather than yours. Where we arrange a policy an insurer can pay us commission (see above for details). It is the major form of insurance broker remuneration and can create a potential conflict of interest because it may be in our interest to recommend the product issuer or service provider that pays us the most because it increases our remuneration. This may not be in your interest in certain circumstances.

We have a number of procedures in place to manage this potential conflict of interest. For example, we tell you about this remuneration arrangement in this Guide and you can ask for more detailed information if you need it before you proceed. If we provide you with personal advice we have a legal duty as a professional to put your interests ahead of our own and can only provide you with advice that is appropriate for you. If we can't provide such advice we will tell you. The documentation that we will give you if we provide you with personal advice also confirms the remuneration received. We and our representatives are trained in this important duty and compliance with it is monitored regularly.

If you have any questions make sure you ask us.

## Cooling off Period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may return the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement document.

In some cases an insurer can deduct certain amounts from any refund. Ask us if you do not understand the right.

### **Other terms of our Service**

### **Important Information about your insurance**

You must read the Important Information about your insurance document we give you (tell us if you have not received it) and ask us if you have any questions or do not understand anything we have set out in that document. It will help you understand some important matters about your insurance.

### **Misstatement of Premium**

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

### **Professional indemnity insurance arrangements**

We and our representatives are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) will continue to cover claims in relation to the representatives and employees who no longer work for us (but who did at the time of the relevant conduct).

### **Complaints and Disputes**

If you have any complaints about the service provided to you, you should take the following steps:-

1. Contact us and tell us about your complaint
2. If your complaint is not satisfactorily resolved within 24 hours, please contact our Complaints Manager, on telephone number (02) 9570 8355 or put your complaint in writing and send it to the Complaints Officer at :  
Austbrokers Sydney Pty Ltd ,  
9 Gloucester Road,  
Hurstville, NSW 2220
3. Please mark the envelope "Notice of Complaint". We will try and resolve your complaint quickly and fairly.

If the complaint can't be resolved to your satisfaction within 45 business days, you have the right to refer the matter to the Financial Ombudsman Services (FOS). We will provide you with further details about FOS upon lodging your dispute

with us, or at any time upon your request.

If you have any further questions about this financial services guide, please contact us on phone number (02) 9570 8355.

Keep this document for your reference and any future dealings with us.

### **Our Privacy Policy**

We are covered by the Federal Privacy Act and its National Privacy Principles (NPPs), which set out standards for the collection, use, disclosure and handling of personal information. To make inquiries about any privacy issue with our Company you may contact our Privacy Officer by calling 9570 8355.

Personal information is essentially information or an opinion about a living individual whose identity is apparent or can reasonably be ascertained from the information or opinion (e.g. a name and address).

Our Privacy Policy applies to any personal information we collect, use or disclose after 21 December 2001. It does not apply to our employee records.

### **Our Website**

You are able to visit our website without providing any personal information. We will only collect personal information with your prior knowledge.

Email addresses are only collected if you send us a message and will not be automatically added to a mailing list.

### **Cookies**

A cookie is a small string of information that a website transfers to your browser for identification purposes. The cookies we use may identify individual users.

- Cookies can either be "persistent" or "session" based. Persistent cookies are stored on your computer, contain an expiration date, and are mainly for the user's convenience.
- Session cookies are short-lived and are held on your browser's memory only for the duration of your session, they are used only during a browsing session, and expire when you quit your browser.
- We may use both session and persistent cookies. This information may be used to personalise your current visit to our websites or assist with analytical information on site visits.
- Most Internet browsers can be set to accept or reject cookies. If you do not want to accept cookies, you can adjust your Internet browser to reject cookies or to notify you when they are being used. However, rejecting cookies may limit the functionality of our website.

### **How and why we collect personal information**

We collect personal information either directly from the relevant individuals or indirectly from third parties. For example, an insured may not only provide us with information on themselves for the purpose of obtaining our services but also on other insured's who they represent. We may also obtain personal information from past insurers, witnesses to claims, health care workers and publicly available sources etc.

We collect personal information to be able to provide our various services and those of our related companies.

These include, insurance broking, claims management, risk management consulting, other forms of insurance services and superannuation and investment advisory services.

We also use it to help to develop and identify products and services that may interest clients, in relation to the promotion, administration and use of our respective products and services. For more information on our services please contact us.

The types of personal information we collect generally includes your name, address, telephone number, email address, date of birth and other information specific to our products or services. In certain circumstances, we may also collect personal information which is sensitive. Sensitive information includes information about your health, religious or philosophical beliefs, membership of professional or trade associations or a criminal record. Unless the sensitive information is required or permitted by or under law, we will obtain your consent to its collection.

### **How we use and disclose personal information**

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent).

We have a duty to maintain the confidentiality of our clients' affairs, including personal information. Our duty of confidentiality applies except where disclosure of your personal information is with your consent or compelled by law.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services. You authorise us to disclose necessary information to related companies (including an Authorised

Representative) and to any agents or contractors who provide services to us in connection with the provision of products or services you have sought from us. For example, in arranging and managing your insurance needs we may provide information to insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, or advisers such as loss adjusters, lawyers and accountants, and others involved in the claims handling process. We may also disclose your personal information to prospective purchasers (including their advisers) of our business. These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them.

We take reasonable steps to ensure that your personal information is accurate, complete, and up-to-date whenever we collect or use or disclose it.

**If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services.**

#### **What we expect of you and third parties we deal with**

When you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purpose we use it for, the types of third parties we disclose it to and how they can access it (as described in this document). If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done either of these things, you must tell us before you provide the relevant information.

If we give you personal information, you must only use it for the purposes we agreed to.

Where relevant, you must meet the requirements of the National Privacy Principles set out in the privacy Act 1988, when collecting, using, disclosing and handling personal information on our behalf.

You must also ensure that your agents, employees and contractors meet the above requirements.

#### **Security of your personal information**

We endeavour to protect any personal information that we hold from misuse and loss, and to protect it from unauthorised access, modification and disclosure.

#### **Transfer of information overseas**

We will transfer your personal information overseas where it is necessary to provide our service. For example, we sometimes use the internet to collect and process information. In addition, some insurers or reinsurers are based overseas and we need to provide your personal information to them to arrange your cover. In most cases, we only do this with your consent.

#### **Sale or restructure of business**

In the future we may consider the sale or restructure of our business or the purchase of the business of other Insurance Brokers or financial advisers. In such circumstances it may be necessary for your personal information to be disclosed to permit the parties to assess the sale or restructure proposal for example through a due diligence process. We will only disclose such of your personal information as is necessary for the assessment of any sale or restructure proposal and subject to appropriate procedures to maintain the confidentiality and security of your personal information. In the event that a sale or restructure proceeds, we will advise you accordingly.

#### **Opting out**

If we send you any information about services or products, or you do not want us to disclose your personal information to any other organisation (including

If we send you any information about services or products, or you do not want us to disclose your personal information to any other organisation (including related bodies corporate or an Authorised Representative) you can opt out by calling our Privacy Officer (contact details are noted below).

#### **How to contact us**

If you wish to gain access to your personal information, or you want us to correct or update it, or you have a complaint about a breach of your privacy, or any other query relating to our Privacy Policy, contact our Privacy Officer during business hours on:

Telephone: 02 9570 8355  
Facsimile: 02 9570 7369  
Mail: Att: Privacy Officer  
Austbrokers Sydney Pty Ltd  
PO Box 103  
Hurstville NSW 1481

In the event that this Privacy Policy or any part thereof is amended or modified in the future, the revised version will be available at our office or on our website.

If you ever have a need to make a complaint we will endeavour to respond as soon as possible and will try to resolve any complaint within (20) working days. If this is not possible, we will contact you within that time to let you know how long we estimate that it will take to resolve your complaint. If the complaint remains unresolved we will assist you in referring the matter to the Privacy Commissioner