

## Financial Services Guide

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 client and we give you personal advice, we will provide you with a Statement of Advice (where required by law) or a record of our advice. Any Statement of Advice or record 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.

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

**Austbrokers RIS Pty Ltd**, ABN 25 094 825 859 of L2, 40 Chandos St. St Leonards NSW 2065 who hold an **Australian Financial Services Licence no. 239291**, and the following of its authorised representatives who act on its behalf in providing the Financial Services set out in this FSG:

**Austbrokers RIS Pty Ltd** and the authorised representative are, unless stated otherwise, referred to in this FSG as "we" or "us".

## A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS

### What services can we provide?

#### **Our various roles**

**Austbrokers RIS Pty Ltd** is an Australian Financial Services Licensee and is 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.

*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 AUB Group Limited (ABN 60 000 000175), have a preferred supplier arrangement with Hunter Premium Funding Pty Limited (HPF) for the arrangement of premium funding. In arranging premium funding with HPF, 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 or provide dealing services only 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 are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information.

You can also refer to our Privacy Policy available on our website [www.abris.com.au](http://www.abris.com.au) or by contacting us for more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

If you would prefer to have a copy mailed to you, please ask us.

If you wish to access your files 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.

Where the financial services are provided by the authorised representative **Austbrokers RIS Pty Ltd** will be entitled to the relevant remuneration but will pay the authorised representative a percentage of the commission it receives and any fees charged.

#### 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

**Austbrokers RIS Pty Ltd** has entered into an agreement with Zurich Australian Insurance Limited (ABN 13 000 296 640) (Zurich) under which we may receive an annual profit share in relation to agreed products, including the product recommended. It is only payable if our annual gross written premium with Zurich increases from the prior year by \$50,000 or 10%. The amount is calculated progressively by reference to the extent to which our net written premium exceeds that of the prior year. The most we can receive is up to 2.5% of the net written premium for the year. We may receive nothing if we don't meet the relevant requirements. Ask us if you need more information

**Austbrokers RIS Pty Ltd** has an agreement with QBE Insurance (Australia) Limited (ABN 78 003 191 035) (QBE) under which we may receive an annual profit share in relation to agreed products, including the product recommended. To receive it we must meet eligibility criteria (e.g. deal with QBE as intermediary for the annual period) and meet an agreed profit target. The target is based on an agreed formula (it takes into account matters such as premium received, claims and expenses incurred etc) and the amount

we receive varies according to the level we exceed the target. The most we can receive is up to 5% of gross written premiums. We may receive nothing if we don't meet the relevant requirements. Ask us if you need more information.

**Austbrokers RIS Pty Ltd** may receive a profit share commission from Allianz Australia Insurance Limited (ABN 15 000 122 850) (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 according 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. Ask us if you need more information

**Austbrokers RIS Pty Ltd** has an agreement with CGU Insurance (ABN 27 004 478 371) under which we may receive an annual profit share in relation to agreed products, including the product recommended. To receive it we must meet eligibility criteria (e.g. deal with CGU as intermediary for the annual period) and meet an agreed target. The target may be based on the formula of premium growth or a mix of premium received, claims and expenses incurred. The amount we receive varies according to the level we exceed the target. The most we can receive is up to 5% of gross written premiums. We receive nothing if we don't meet relevant requirements. Ask us if you need more information.

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

AUB Group Limited (ABN 60 000 000 715) (AUB) 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 the Austbrokers and IBNA Networks. Some insurers pay a commission to AIMS on selected products arranged by Austbrokers member insurance brokers 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 Network members and IBNA members benefit from this support and it helps ensure we can continue to provide you with our extensive range of services. If you have any queries or want more information, please do not hesitate to contact us.

#### 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 even where you exercise a cooling off right.

#### **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. 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 AUB 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.

#### **Premium Funding**

If we refer you to a premium funder and you enter into premium funding arrangements with them, we may receive commission from the premium funder which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to. In some cases we have a profit share arrangement with the premium funder where we receive a percentage of any profit the premium funder makes on the funds loaned by persons we refer to them. We may receive soft dollar benefits from them too.

If you use Hunter Premium Funding Ltd (Hunter), we receive (a) a payment based on the interest earned on the premium funding by Hunter each month; (b) a commission which is a percentage of the amount of funding provided to you; (c) a payment based on a percentage of all outstanding loans less any cancelled or terminated loans; and (d) a payment based on a percentage on certain general insurance business placed by Austbrokers Network with certain division of Allianz Insurance Limited.

AUB Group Limited receives certain upfront payments from Hunter for entering into (or renewing) a preferred premium funding distribution arrangement with Hunter. We are owned partly by AUB Group 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 remuneration received by us or others

Where we don't provide you with personal advice as a retail client you can ask us to give you more particulars of our remuneration (including commission) or other benefits within a reasonable period after receiving this FSG and before we provide you with the financial service to which this FSG relates, unless we agree otherwise.

If we provide you with personal advice as a retail client, 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 (including commission) or other benefits we or other persons receive that might reasonably be expected to be, or have been capable of, influencing us in providing the advice; or
- if the amount is not known, the manner of calculation.

#### **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?**

**Austbrokers RIS Pty Ltd** is a member of the Austbrokers network of members.

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.

#### **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 their or 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.

Another key conflict is where we may be seen to favour the interest of one client or group of clients over another because it is in our interests to do so. Due to the extensive number of our clients and their varied requirements, we have a variety of procedures in place to manage these potential conflicts of interest. For example, we tell you about our remuneration arrangements 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. This obligation also extends whereby we represent the interests of one or more clients involved in a transaction.

We and our representatives are trained in this important duty and compliance with it is monitored regularly. Should you have any questions, please ensure you ask us.

## Distributors.

**Austbrokers RIS Pty Ltd** may appoint a licensed Strata Managing Agent as a Distributor under a distribution agreement, to deal in general insurance products. The authority provided to them by **Austbrokers RIS Pty Ltd** does not allow the distributor or their representatives to give financial product advice. **Austbrokers RIS Pty Ltd** may pay the Distributor a share of the commission or fee that it earns, in the range of 0% - 40% for arranging or renewing insurance cover on its behalf

## 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 our representatives/employees who no longer work for us (but who did at the time of the relevant conduct).

### **NIBA Code of Conduct & Code of Practice**

Austbrokers RIS Pty Ltd is a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct.

We also subscribe to the Insurance Brokers Code of Practice (the Code). The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.

A copy of The Code is available from [www.niba.com.au](http://www.niba.com.au) or by contacting our office.

## 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 Officer, on telephone number (02) 9966 9603 or put your complaint in writing and send it to the Complaints Officer at: Austbrokers RIS Pty Ltd, PO Box 366 St Leonards NSW 1590
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 days, then you may lodge a complaint with the Australian Financial Complaints Authority. AFCA provides fair and independent financial services complaint resolution that is free to consumers:

### **Australian Financial Complaints Authority**

GPO Box 3 Melbourne VIC 3001

Phone 180 931 678

Email [info@afca.org.au](mailto:info@afca.org.au)

Website [www.afca.org.au](http://www.afca.org.au)

If you have any further questions about this FSG, please contact us on phone number (02) 9966 9603

This distribution of this FSG by the named authorised representatives has been authorised by us.

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