



Effective 01.04.09  
Version 7



## Premium Funding

We are able to premium fund insurance products, which will enable you to pay your premiums by instalment. Premium Funding Companies do charge interest. We can arrange premium funding on your behalf if you require it. We may receive a commission from the Premium Funding Company based on a percentage of the premium funded of between 0 and 4%. We will tell you the basis and amount of any such payment if requested.

## How are your Advisors paid?

Our advisors are usually paid in two ways, salary or commission and bonus or incentives which are based on a number of factors including achievement of company goals. If a person has referred you to us, we may pay them between 0% to 100% of our remuneration. This will not increase the amount you pay us.

## Fees for our Services

You are entitled to know how and what we will charge for our services and what other benefits we receive.

## Our Remuneration

We are paid commissions by the relevant insurers when we arrange insurances on your behalf. As a general rule, the insurer will pay us an amount based on a percentage of the base premium. The rate ranges from 0% to 25% of the Base Premium (i.e. Excluding Government Charges), depending on the product.

In arranging your insurance we may charge you a Broker Fee. The Broker Fee charged will be dependent on the complexity of your insurance program. Generally our office will charge a Broker Fee of \$0 - \$250 per transaction (Example: New Policy, Endorsement, Cancellation, Certificates). In some cases the Broker Fee may exceed \$250 as some insurers will not provide commission. Any applicable Broker Fee will be declared on our Tax Invoice.

In addition to the commission paid by the relevant insurers, from time to time we may receive or be entitled to receive additional overriding commission and/or profit share bonuses from participating insurers. In selecting an IBNA Insurance Product we may be entitled to receive an additional commission of up to 4% of the Base Premium. We will advise you when we have recommended an IBNA sourced product.

The selection of insurance products will be based on our Approved Products List and not on the commission and benefits payable by the insurer. If you wish to discuss any of our remuneration or additional benefits, please do not hesitate to contact our office. Fees and commissions are our main source of income and cover the cost of providing services to you. Our charges include GST. Some of our charges may be tax deductible. If we hold your money in trust pending payment to the insurer, we also receive the interest earned. If required we will provide you with specific information about the basis and amount you will be charged before or at the time we arrange your insurance.

## Privacy

We are committed to protecting your privacy. We use the information you provide to advise about and to assist with your insurance needs. We only provide your information to Insurance Companies and other related service providers with whom you choose to deal (and their representatives). We do not trade, rent or sell your information. Contact our office for a full Privacy Policy.

## Your Duty of Disclosure

Before you enter into a Contract of General Insurance with an Insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the Insurer

every matter that you know, or could reasonably expect to know, is relevant to the Insurer's decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a Contract of Insurance.

- Your duty however does not require disclosure of any matter.
- that diminishes the risk to be undertaken by the Insurer;
  - that is common knowledge;
  - that your Insurer knows or, in the ordinary course of business, ought to know;
  - as to which the compliance with the duty is waived by the Insurer.

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

## Complaints and Disputes

If you are not fully satisfied with our services, please telephone our Complaints Manager. We will acknowledge your complaint in writing and endeavour to resolve the matter within 20 days.

If you are still not satisfied, we subscribe to the Financial Ombudsman Service (FOS) Ltd, which handles complaints against Insurance Brokers involving amounts up to \$100,000 relating to a variety of small business and retail processes. You can refer your complaint to the FOS Ltd Consumer Relations Manager who will conciliate with a view to seeking a solution that is acceptable to both parties. If the dispute remains unresolved after a further 20 days, it will be referred to the FOS Ltd Referee whose decision is binding on us (but not on you).

Further information about the FOS Ltd is available from our office or by phoning FOS Ltd on 1300 780 808 or email [info@fos.org.au](mailto:info@fos.org.au). If you have any questions, please do not hesitate to contact us.

## Professional Indemnity Insurance Arrangements

We and our representatives are covered under Professional Indemnity Insurance that we believe meets 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 did at the time of the relevant conduct).

## Cooling Off Period

If you decide that you do not need a contract of Retail Insurance which has been arranged on your behalf, you have a minimum of between 7- 21 days (depending on the Insurer selected), from the date the policy commenced. You must tell our office in writing that you wish to return the insurance contract and have the premium repaid. If you do so, the insurance contract will be terminated from the time we notify the insurer and the premium will be returned. The insurer may retain its reasonable administration and transaction costs and a short term premium. You cannot return the contract of insurance if it has already expired or if you have made a claim or are entitled to make a claim.

For further information, please contact us:  
Assurity Pty Ltd  
Unit 1, 3 Hinkler Court, Brendale  
PO Box 136, Strathpine Qld 4500  
t 07 3490 9200  
f 07 3205 6610  
[www.assurity.com.au](http://www.assurity.com.au)  
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Commercial • Corporate • Industrial • Domestic

This Financial Services Guide (FSG) contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance matters including how any complaints you may have will be dealt with.

We trust it will assist you in deciding whether to use our services.

If you ask us to act as your general insurance broker, we will do so on the terms set out in this Guide. Unless you tell us otherwise in writing, we assume that you agree with these terms. Any terms which are specific to our relationship with you, may be contained in a Letter of Engagement.

You might also receive some other documents at or after the time we advise you about your insurance needs including:

Letter of Engagement (LOE) – This will allow Assurity Pty Ltd to act on your behalf with various insurance companies and underwriting Agencies;

Statement of Advice (SOA) – This will detail our personal advice for Accident and or Illness Insurance and Consumer Credit Insurance, the basis on which it was decided, information on any remuneration, details of any Important Relationships which may have influenced us in giving our advice. All other Retail Insurance products will be issued with an Important Notice;

Product Disclosure Statement (PDS) – This will contain information about the products we recommend to you which is prepared by the insurer and is designed to give you important information;

Important Notice – If you are purchasing or renewing a Retail Insurance product you will receive an Important Notice which will provide information in regard to remuneration, details of any Important Relationships which may have influenced us in giving our advice. You may also request a copy of any personal advice or any further advice by contacting our office in person, by telephone, fax, email or in writing.

Confirmation notices – These will confirm the details of transactions we have arranged on your behalf.

If you need more information or have any questions, please feel free to telephone us.

## About Us

We hold an Australian Financial Services Licence under the Corporations Act 2001 to provide financial product advice on, and deal in, general insurance products.

We are a member of the National Insurance Brokers Association, IBNA Limited and a member of the Council of Queensland Insurance Brokers Inc.

We also subscribe to the Insurance Brokers Code of Practice.

## Our Services

We are committed to providing sound advice based upon your needs and our comprehensive market knowledge.

We offer a range of services to assist you to protect your assets and your legal liabilities. These include:

- Reviewing and advising on your insurance needs;
- Arranging and renewing insurance contracts on your behalf;
- Arranging premium funding, if required;
- Assisting with insurance claims.

We can advise about and arrange general insurance products including corporate, commercial and retail insurance programs tailored to your needs. To enable us to provide advice which is appropriate to your circumstances, we will

need you to provide us with complete information about the risk(s) to be insured, your situation and your needs and objectives. You should tell us about any relevant changes as they occur.

## Important Relationships

We are a privately owned insurance advisory firm. We are also a Shareholder of IBNA Limited ("IBNA"). IBNA is a national marketing group that provides us with access to a range of resources and develops products and services for our clients. IBNA will receive between 0.25% – 2% commission from the Insurer towards marketing and administration for each IBNA product arranged by us.

In addition we are a member of the Council of Queensland Insurance Brokers Inc (CQIB), which is a Queensland based Insurance Broker marketing and development group. CQIB may receive royalties and/or sponsorship from Insurers if we utilise CQIB branded products. These royalties and/ or their sponsorship help to provide members with education programs to enhance skills and knowledge. These relationships assist us to provide services to you by giving:

- Access to insurance products underwritten by a range of Insurers;
- Access to insurance products that provide wide insurance cover;
- Access to consultants with specialised skills in certain risks, products and services

Currently we have referral arrangements with respect to Life and Superannuation products with J.B Financial Services Pty Ltd which is wholly owned by the Directors of Assurity Pty Ltd.

J.B Financial Services Pty Ltd is an Authorised Representative of Millennium3 Financial Services Pty Ltd AFSL 244252. Millennium3 Financial Services Pty Ltd is a wholly owned subsidiary of Millennium3 Financial Services Group Pty Ltd which in turn is wholly owned by ING Australia Ltd.

Assurity Pty Ltd is shareholder of QLD Broker Holdings Pty Ltd (ACN 126 875 581). QLD Broker Holdings Pty Ltd is a 50% shareholder in Queensland Underwriting Solutions PTY LTD (QUS), (ACN 122 665 310, AFSL 321877). QUS is an underwriting agency which provides insurance products to Insurance Brokers within Australia. Where appropriate for our clients needs, Assurity Pty Ltd may recommend products from QUS. As a shareholder, we may receive dividends from QUS. If we recommend an Insurance Product from QUS we will also disclose this relationship in our Important Notice.

## How we look after your Insurance needs

You can provide us with instructions in person, by telephone, fax, email or in writing.

## New Business

Contact us as soon as possible if you need cover for a risk or property that is not insured. If you need immediate cover, we can usually obtain an interim contract of insurance (which is generally valid for a month or less). To arrange this, we will need details of the property or risk and all other information which you need to disclose to the insurer.

If required we will send you an application form for completion. You will need to complete and sign this and return it to us as soon as possible and before the interim cover expires.

We will send the original insurance contract documents as soon as they are issued correctly by your insurer. As these are legal documents, you should keep them in a safe place.

## Renewals

We will give you at least 14 days notice of expiry of any insurance contract which we arranged or last renewed for you.

At the time we will send you an offer to renew the insurance contract and invoice you for the cost of your renewal. For commercial insurances we will renew the insurance after we have considered whether it meets your needs.

Unless you tell us otherwise, we will automatically renew your personal insurances (Retail) to ensure you continue to be covered. If there is a change to your circumstances please notify us immediately. This will allow us to access the appropriateness of your personal insurances and whether you require further advice from us.

In some circumstances we may be able to arrange for the insurer to cover you temporarily before payment is received, but we cannot guarantee this.

We will notify you when renewal has been effected. If you have arranged or renewed insurance directly with an insurer or through another Insurance Broker, we will not be responsible for notifying you of the expiry or arranging renewal unless you request our office to do so.

## Variations / Endorsements

You should carefully monitor and review that your insurance contract is adequate to cover your assets and/or business activities.

If you want to vary cover, for example increase the sum insured or add other property, please provide us with details of the changes you require and any other information you need to disclose to the insurer. We may charge a Broker Fee of between \$0 - \$250 for the mid-term Variation/Endorsement of your Insurance. Any applicable Broker Fee will be declared on our Tax Invoice.

## Cancellations

We will require all cancellation of insurance contracts to be confirmed in writing. Some insurance providers may impose a risk charge or cancellation fee if cover is placed and not paid, or cancelled mid-term. We may charge a Broker Fee of between \$0 - \$250 for the mid-term cancellation of your insurance. Any applicable Broker Fee will be declared on our Tax Invoice. You have agreed to pay this charge or penalty and fee if it is imposed. Assurity does not refund commissions or broker fees following cancellation.

## Claims

We will receive your claims notifications, assist and advise you regarding the scope of cover and pass the information onto the insurer.

If a loss adjustor is appointed we shall, with your permission, pass on your contact details and co-ordinate meetings. In the case of a major loss we can attend meetings with the loss adjustor if you wish us to.

We will promptly forward to you all claims documentation, insurance company settlement cheques and other information. If any claims are outstanding when you terminate our appointment as your Insurance Broker, we will:

- Negotiate Settlement on your behalf subject to a claims service fee (to be agreed) or;
- Provide details of the claim(s) to your new Insurance Broker so that they may continue to negotiate settlement on your behalf.

## Terms of Payment

### Invoices

We will invoice you for the Premium, Underwriter Levy, Statutory Charges (eg Stamp Duty, Fire Services Levy, GST) and any fees we charge for arranging your insurances. You must pay us upon receipt of the invoice or in the case of a renewal, before the expiry date of the contract of insurance, unless we agree to an alternative payment date.

If you do not pay the premium on time, we will tell the insurer. The insurer has got the right to cancel the contract of insurance and you will not be insured. The Insurer may also charge a short term penalty premium for the time on risk.

### Credit Card Fees

If you pay by Credit Card you will be charged an additional fee, which is always disclosed to you. This fee reimburses the Merchant fee charged by Banks and the extra cost in administering credit card transactions. The credit card fee is not refundable.