

# Financial Services Guide

1<sup>st</sup> July 2009

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 and financial services including how any complaints you may have will be dealt with. AIS are licensed as a General Insurance Broker (AFS Licence Number 255304) to deal in, and advise on, general insurance products for wholesale and retail clients. This FSG is designed to assist you in deciding whether to use our services.

If we provide you with advice about your personal circumstances, we will also give you a Statement of Advice, which confirms the advice we have given and explains our fees for arranging the insurance we have recommended. If we recommend a particular insurance product to you, or you ask us to arrange insurance, we will also provide you with a Product Disclosure Statement containing information about the policy.

## **WHO DO WE ACT FOR WHEN PROVIDING THE FINANCIAL SERVICE?**

We will usually provide financial services on your behalf. In some circumstances, we may act as agent of the insurer and not for you. These circumstances arise where we have an authority to effect an insurance policy under a binder agreement with the insurer. This means we can enter into the contract on the insurer's behalf and in these situations any advice we provide to you is given on the insurer's behalf.

Currently we only provide music and photographic insurance and livestock insurance under binders. You will be notified if this is relevant to the financial service provided to you.

## **FEEES FOR OUR SERVICES**

You are entitled to know how and what we will charge for our services and what other benefits we receive. The way we are remunerated will depend on the advice and level of service being provided. These arrangements are described in more detail below.

### **Placing your Insurance:**

We receive remuneration for placing your insurance. This remuneration may consist of a broker fee, a commission paid to us by the insurer, or a combination of both. Our total remuneration will vary depending on the product we arrange but is in the range of 15% - 40% of the premium.

Where we charge you a broker fee, it will be in the range of 0 – 40% of the premium quoted to you. This fee is payable in addition to the premium. Where we receive commission, it will be an amount calculated as 0 – 25% of the premium. The commission is included in the premium quoted to you.

In all instances our total remuneration (i.e. from the commission paid by the insurer, our broker fee, or both) will not exceed 40% of the premium.

### **Advisory Services:**

We will charge you an hourly fee for any advisory services that we provide to you. Fees for these services vary in accordance with the nature and volume of the work undertaken. You could expect these fees will range from \$120 per hour to \$330 per hour (including GST).

Some of our charges may be tax deductible. Your representative will discuss with you your options before or at the time of providing advice. Written confirmation of the calculation of fees and commissions for advisory services and the placement of your policy is included in your Statement of Advice.

### **Profit share commission**

We have entered into Intermediary Profit Share agreements with certain insurers. The underwriters involved are Allianz Australia Insurance Limited and our binding facilities arranged with Lloyd's of London. Provided that we meet certain criteria, including profitability, we will receive additional commission by way of a share of the profit we generate for those insurers. This will be a payment from these insurers based on:

- the profit that they earn on certain business; and/or
- the volume of certain business we provide to them,

within an agreed period (usually 12 months). We may be paid a percentage of the profit on our portfolio or an agreed amount. This will depend on the level of profit achieved. If there is no profit, we will not receive any additional payment.

## **TERMS OF PAYMENT - INVOICES**

Where we invoice you for the premium, statutory charges (e.g. stamp duty, GST, fire services levy, etc) and our fees for arranging your insurances, you must pay us within 14 days of the date of the invoice or, in the case of a renewal, before the due date of the contract of insurance.

If you do not pay the premium on time, the insurer may 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. Where a new policy or endorsement to an existing policy has been arranged by us, our fees will usually be payable notwithstanding a subsequent decision by you not to proceed with that cover.

## **RESOLVING YOUR COMPLAINTS**

If you are not satisfied with our service we recommend that you use the complaints procedure set out below. These procedures are available free of charge to you. Any dispute should be referred to the Complaints Officer at A.I.S. Insurance Brokers Pty Ltd, Doug Allen, who will review the information and give you a response within three working days.

If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to Financial Ombudsman Service (FOS). FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email [info@fos.org.au](mailto:info@fos.org.au) or website [www.fos.org.au](http://www.fos.org.au). This will still be free of charge to you.

If your complaint is not resolved by the above procedures you retain the right to take the matter to mediation, arbitration or through the legal system where you may have to pay your own legal costs.

All complaints and disputes concerning insurer's decisions about coverage or claims on Insurance Policies or Policies arranged under Binding Authorities have their own dispute resolution procedures which can be found in the appropriate Policy Wording or Product Disclosure Statement.

## **PROFESSIONAL INDEMNITY INSURANCE**

A.I.S. Insurance Brokers Pty Ltd is covered under Professional Indemnity Insurance which 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 relating to employees who no longer work for us (but did at the time of the conduct).

## **CONFLICTS OF INTEREST**

We are obliged to disclose all aspects of our business in which actual, apparent, potential or perceived conflicts of interest may arise to promote the following primary outcomes:

- (a) confident and informed decision making by consumers;
- (b) fairness, honesty and professionalism by those who provide financial services; and
- (c) fair, orderly and transparent markets for financial products.

### **Variable Commission**

We also receive variations in the level of brokerage or commission offered between some insurers with whom we place insurance. We will not recommend a particular insurer to you because they pay us a higher rate of commission. We will always recommend a policy and insurer based on their appropriateness for your needs.

We may place insurance via the underwriting facilities of our related company, Guardian Underwriting Services Pty Ltd. The shareholders of A.I.S. Insurance Brokers Pty Ltd also own the majority of shares of Guardian Underwriting Services Pty Ltd. We will not place insurance via Guardian unless the policy is appropriate for your needs.

AIS is a shareholder of Steadfast Group Limited which has exclusive arrangements with some insurer under which Steadfast will receive between 0.5 – 1.0% commission for each product arranged with those insurers or premium funders. These payments are used to operate Steadfast.

Depending on the operating costs of Steadfast (including the costs of member services provided by Steadfast to us and other shareholders) and the amount of business we place with participating insurers in any financial year, we may receive a proportion of that commission at the end of each financial year.

As a shareholder of Steadfast we have access to member services including model operating and compliance tools, procedures, manuals, and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are either funded by Steadfast, subsidized by Steadfast or available exclusively to shareholders for fee.

Steadfast is a minority shareholder of Mirimar Underwriting Agency Pty Limited (Mirimar). As a shareholder, Steadfast may receive dividends from Mirimar. These amounts will indirectly contribute towards the benefits AIS receive from Steadfast.

### **Premium Funding**

A.I.S. Insurance Brokers Pty Ltd has a facility with Hunter Premium Funding Ltd to provide our clients with financing of insurance premiums over an extended period. Where we recommend or arrange funding for you with Hunter, we will be remunerated. The remuneration Hunter Premium Funding pays us is in consideration for referring this business to them and for the document preparation and information transfer. We will not recommend premium funding for you unless we consider it is appropriate for your circumstances.