### Action Insurance Brokers Pty Limited

Suite 301 Building A, Sky City, 20 Lexington Drive, Bella Vista NSW 2153

Phone: 02 8935 1500

ABN 39 080 844 426 AFSL 225 047



### Financial Services Guide (FSG)

**Version September 2021** 

The financial services referred to in this financial services guide (FSG) are offered by:

Action Insurance Brokers P/L ABN 39 080 844 426 Suite 301, Building A, 20 Lexington Drive Bella Vista NSW 2153 Tel: 02 8935 1500

Email: <u>info@actioninsurance.com.au</u>
Website: www.actioninsurance.com.au

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- the services we offer you.
- how we and others are paid.
- any potential conflict of interest we may have.
- our internal and external dispute resolution procedures and how you can access them.
- arrangements we have in place to compensate clients for losses.

#### Our Services may not be independent

Action Insurance Brokers and our Authorised Representatives always put our client's needs first and foremost. For some policies we arrange, we earn commissions from the insurance companies we recommend to you. Whilst we always put your needs first, we are not permitted under s923A(1) of the Corporations Act to make a statement that we are independent, impartial or unbiased in the advice we provide. We may also have other relationships with issuers of insurance and other products. Further information about these benefits and relationships are set out in this Financial Services Guide..

#### Further information when personal advice is given

We will provide you with further information whenever we provide you with advice which takes into account your objectives, financial situation and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a statement of advice or important information we include in the tax invoice we provide you.

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended polices we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

We may appoint an individual advisor to assist you. Their contact details will be included in the tax invoice.

#### **Product disclosure statement**

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a product disclosure statement (**PDS**), unless you already have an up to date PDS. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that policy.

#### **Products**

We can arrange all types of general insurances on your behalf. These include but are not limited to:

**General Property** 

Event Cancellation/Non-Appearance

Travel/Group Accident/Voluntary Workers

Fire and extraneous perils for buildings, contents, stock and equipment

Business Interruption / loss of gross profit

Burglary / Theft

Money

Plate Glass

Machinery Breakdown

Liability for any business

Liability for Event Organisers, Performers, Production Companies and the like.

Professional Indemnity

Workers compensation

Personal Accident and illness

Motor Vehicles / plant and equipment

Homes, buildings, domestic and business contents

Consumer credit

#### Other types of general insurance

We do not arrange Life Insurance, Trauma cover, Income Protection, or Superannuation as these products are not covered by our license.

All products provided are underwritten by insurers who are licensed to operate in Australia by the

Australian Prudential Regulatory Authority (APRA). On the rare occasion that we may recommend an insurer that is not approved by APRA, we will outline to you in writing your rights to enquire further about the insurer and the risks you may be taking on by accepting our recommendation.

We will provide a policy wording for all policies. In some circumstances, where you are classed as a Retail Client, you will also be provided a Product Disclosure Statement which is designed to assist you in deciding whether to purchase the product.

From when does this FSG apply?	This FSG applies from 1st July 2021 or the date we first provide you with advice, (whichever is the latter) and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will cover services not covered by this FSG.
How can I instruct you?	You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned on page 1 of this FSG. However, please be aware we cannot accept instructions to arrange cover on weekends, public holidays or outside normal office hours which vary. Call our office to make an appointment.
Who is responsible for the financial services provided?	Action Insurance Brokers P/L is responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG.
	Action Insurance Brokers P/L holds a current Australian Financial Services Licensee no: 225047. The contact details for Action Insurance Brokers P/L are on the front of this FSG.

What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?

Action Insurance Brokers P/ L is authorised to issue, advise and deal in General Insurance Products on behalf of our clients. We will do this for you as your broker unless we tell you otherwise.

Sometimes we will act under a binder or agency from the insurer. When we act under a binder or agency we will be acting as the agent of the insurer. This means that we represent and act for the insurer, not for you. We will tell you when we act under a binder or agency to arrange your insurance or advise you about your insurance needs.

### Will I receive tailored advice?

Maybe not in all cases. However, we may need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange insurance policies for you, issue insurance policies to you or to give you advice about your insurance needs. We will ask you for the details that we need to know.

In some cases we will not ask for any of this information. If we do not ask, or if you do not give us all of the information we ask for, any advice you receive may not be appropriate to your needs, objectives and financial situation.

You should read the warnings contained in any SOA, or any other warnings that we give you, carefully before making any decision about an insurance policy.

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when you inform us about changes in your circumstances.

### Contractual Liability and your insurance cover

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

## What information do you maintain in my file and can I examine my file?

We maintain a record of your personal profile, including details of insurance policies that we arrange or issue for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA or PDS that we give or pass on to you for the period required by law.

Action Insurance Brokers and its Authorised representatives have and adhere to a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request. A copy is also available on our website, www.actioninsurance.com.au

If you wish to look at your file please ask us. We will make arrangements for you to do so.

### How will I pay for the services provided?

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in most cases we will also charge you a fee to cover our costs. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the invoice.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will be required to undertake further work and your behalf and may charge additional fees to do this. We will also retain any fee we have charged you for the original policy as we have completed that work already. We will also retain some or all of the commission we originally earned, depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission we are required to return.

When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium but we will also pay all bank fees associated with those funds.

How are any commissions, fees or other benefits calculated for providing the financial services?

Our commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

X = our commission

Y% = the percentage commission paid to us by the insurer. Our commission varies between 0% and 30% dependent upon the class of insurance and the insurance company.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

Any fees that we charge you will be based on our standard schedule of fees, but may vary with your consent.

We do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. If we do, we will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 25% to 50% of our commission or fees.

Our employees that will assist you with your insurance needs will be paid a market salary, superannuation and in some case, may have private use of company vehicles and property.

If we give you personal advice, we will inform you of any fees, commission or other payments we, our associates or anyone referring you to us (or us to any insurer) will receive in relation to the policies that are the subject of the advice.

See below for information on the Steadfast association and commission.

Do you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?

Action Insurance Brokers P/L is a Steadfast Group Limited (**Steadfast**) Network Broker. Steadfast has exclusive arrangements with some insurers and premium funders (**Partners**) under which Steadfast may receive introductory and management fees from partner insurers. Steadfast is also a shareholder of some Partners.

As a Steadfast Network Broker 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, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

You can obtain a copy of Steadfast's FSG at www.steadfast.com.au

If we arrange premium funding for you we may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or changes). If you instruct us to arrange or issue a product, this is when we become entitled to the commission.

Our commission rates for premium funding are in the range of 0.5% to 3% of funded premium. When we arrange premium funding for you, you can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you. The amount of our commission and any fee that we charge will set out in the premium funding contract.

### What should I do if I have a complaint?

- 1. Contact us and tell us about your complaint. We will do our best to resolve it quickly.
- 2. If your complaint is not satisfactorily resolved within 10 working days, please contact Amanda Bush, Operations Manager on 02 89351500 or put your complaint in writing and send it to The Complaints Manager at the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly.

If you are not satisfied with our final response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA).

Online: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>
Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA so you should act promptly or otherwise consult the AFCA websites to find out if or when the time limit relevant to your circumstances expires.

# What arrangements do you have in place to compensate clients for losses?

Action Insurance Brokers P/L has a professional indemnity insurance policy (**PI policy**) in place.

The PI policy covers us, our employees and our representatives (including our authorised representatives) for claims made against us and our representatives by clients as a result of the conduct of us, our employees or representatives in the provision of financial services.

Limit of Liability:	The liability of Action Insurance Brokers P/L, it's Directors, Employees, Individual and Corporate Authorised Representatives and their Employees or Agents (herein after referred to as "Action"), to our clients, their Directors and Employees, Contractors and Sub Contractors and their Employees or Agents, is hereby limited to the extent permitted under Federal, State and Territory laws, to a maximum aggregate limit of \$10,000,000 Australian Dollars, including legal and investigative costs. At no time shall "Action" agree to or be held liable for any amount over and above this limit.
	In appointing, dealing with, instructing "Action", or renewing, amending or endorsing a policy with "Action", or paying a premium to "Action", or paying a monthly instalment to a premium funding provider where this was arranged by "Action", as our client, you hereby agree to the above Limit of Liability and your agreement is irrevocable.
Any questions?	If you have any further questions about the financial services Action Insurance Brokers P/L provides, please contact us.
	Please retain this document for your reference and any future dealings with Action Insurance Brokers P/L.