

## FINANCIAL SERVICES GUIDE

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 after or at the time we advise you about your insurance needs including:

- Statements of Advice – these will be summaries of our advice and the basis on which it was provided;
- Product Disclosure Statements – these will contain information about the products we recommend to you; and
- 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 and a member of IBNA Limited. We subscribe to the General 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 also 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. This assists us when we provide services to you by giving:

- Access to insurance products underwritten by a wide range of insurers.
- Access to insurance products that provide wide insurance cover.
- Access to consultants with specialised skills in certain risk products and services

### How We Will Look After Your Insurance Needs

You can provide us with instructions in person, by telephone, 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. We will then send you a proposal 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 your insurer issues them correctly. 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 that time we will send you an offer to renew the insurance contract and invoice you for the cost of 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 to ensure you continue to be covered. If there is a change to your circumstances, please notify us as soon as possible. This will allow us to assess 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 arranged or renewed insurance directly with an insurer or through another broker, we will not be responsible for notifying you of expiry or arranging renewal unless you ask us to do so.

### Variations

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities. If you want to vary any cover, eg by increasing the sum insured or adding other property, please provide us with details of the changes you require and any other information you need to disclose to the insurer. We will arrange the variation with the insurer and provide you with written confirmation.

### Claims

We will receive your claims notifications, assist and advise you regarding the scope of cover and pass the information to 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 the initial meeting 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 claim 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.

### **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

- The relevant insurers pay us commission 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% depending on the product.
- For personal insurance, we charge a broker fee of between \$0 and \$55 depending on the product arranged and the time we spend placing the business.

Fees and commission 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. 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.

### **How Are Our Advisers Paid**

Our advisers are usually paid in two ways – salary, and a bonus or incentives that 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 30% of our remuneration. This will not increase the amount you pay us.

### **Cooling Off Period**

For retail clients, you have a right to cancel and return the Insurance Contract and receive a refund of premium at any time within 14 days from the earlier of the date confirmation was received or the end of the fifth day after the insurance contract was sold. Full details of the particular Insurers "cooling off" statement will be found in the Insurers "Product Disclosure statement".

### **Professional Indemnity**

We arrange and keep current a Professional Indemnity Policy. This policy intends to indemnify Wymark should our client's suffer a financial loss arising out of alleged misconduct by the way of negligent advice, or acts of errors or omission, by our advisors in their dealings with you. The policy will indemnify for the conduct of advisors no longer working for us.

### **Terms Of Payment**

#### **Invoices**

We will invoice you for the premium, statutory charges (eg stamp duty, fire services levy, etc) 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. If you do not pay the premium on time, we will tell the insurer. The insurer has 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 we may charge you a credit card (incl. arrangement & handling) fee, which is always disclosed and shown separately on our invoices to you, they are non refundable. This fee reimburses us for the bank interest, extra charges/costs and internal time generated for credit card use.

#### **Premium Funding**

Premium funding products enable you to pay your premiums by instalments. Premium funders do charge interest. We can arrange premium funding on your behalf if you require it. We may receive a commission based on a percentage of the premium from the premium funder for doing so. We will tell you the basis and amount of any such payment if you ask us.

#### **Privacy**

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We only provide your information to the insurance companies with whom you choose to deal (and their representatives). We do not trade, rent or sell your information. You can check the information we hold about you at any time. For more information about our Privacy Policy, ask us for a copy.

#### **Complaints and Disputes**

If you are not fully satisfied with our services, please telephone our complaints officer. 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), which handles complaints against brokers involving amounts up to \$50,000 and relating to a variety of small business and domestic processes. You can refer your complaint to the FOS Consumer Relations Manager for 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 Referee whose decision is binding on us (but not on you). Further information about the FOS is available from our office.

If you have any further questions about the financial services we provide, please don't hesitate to contact us. Please retain this document for your reference and any future dealings with us.

#### **Contact Details:**

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Level 4, 12 Short Street, Southport, Qld 4215  
Telephone: 07 5591 1277  
Facsimile: 07 5532 9446  
Email: [info@wymark.com.au](mailto:info@wymark.com.au)

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