

# Financial Services Guide

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

Elliott Insurance Services Pty Ltd as trustee for John Arthur Elliott Family Trust t/a Elliott Insurance Services (EIS).

ABN – 23781217130

CAN – 132 352 606

Address – Unit 9 Wellington Fair, Cnr Wellington & Lord Street, East Perth WA 6006

Postal Address - PO Box 6379, East Perth WA 6892

Phone – 1300 635 315

Fax – (08) 9325 4244

**Elliott Insurance Services Pty Ltd as trustee for John Elliott Family Trust t/a Progressive Insurance Services (PIS) is a Corporate Authorised Representative (CAR No. 329895) of:**

Throughlife Risk Solutions Trading As Accord Insurance Brokers (Accord)

ACN - 090 389 094

Address - 62 Angove Street North Perth WA 6005

Phone - 08 9227 8837

Fax – 08 9227 8682

**The following Director of EIS is an Individual Authorised Representative of Accord:**

John Arthur Elliott – AR Number 329835.

Accord holds a current Australian Financial Services Licence No: 225861 and is responsible for the financial services that EIS provides to you. Accord is also responsible for the content and distribution of this FSG. The distribution of this FSG by EIS is authorised by Accord.

**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.

**Further information when personal advice is given (retail clients\* only)**

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 (SoA).

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 policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

**Product disclosure statement (retail clients\* only)**

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) or short-form PDS, unless you already have an up to date PDS or short-form PDS from the insurer. The PDS or short-form PDS will contain information about the particular policy, which will enable you to make an informed decision about purchasing that policy.

<b>From when does this FSG apply?</b>	This FSG applies from 1 April 2009 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.
<b>How can you instruct us?</b>	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.
<b>Who is responsible for the financial services provided?</b>	<p>Accord 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.</p> <p>Accord holds a current Australian Financial Services Licensee No: 225861. The contact details for Accord are on page 1 of this FSG.</p>
<b>What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?</b>	The Authorised Representative listed on the front of this FSG is authorised to advise and deal in general insurance products for wholesale and retail clients* under Accord's Australian Financial Service Licence. They will do this on your behalf as your broker unless we tell you otherwise.
<b>Will I receive tailored advice?</b>	<p>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, or to give you advice about your insurance needs. We will ask you for the details that we need to know.</p> <p>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.</p> <p>You should read the warnings contained in any SoA (retail clients* only), or any other warnings that we give you, carefully before making any decision about an insurance policy.</p>
<b>What information do you maintain in my file and can I examine my file?</b>	<p>Accord maintains a record of your personal profile, including details of insurance policies that we arrange for you. Accord may also maintain records of any recommendations or advice given to you. Accord will retain this FSG and any other FSG given to you as well as any SoA*, PDS* or short-form PDS* that we give or pass on to you for the period required by law.</p> <p>Accord and EIS are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of Accord's privacy policy is available on request.</p> <p>If you wish to look at your file please ask us. We will arrange for you to do so.</p>
<b>How will I pay for the services provided?</b>	<p>For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. Accord will receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to Accord by the insurers. In some cases, you will also be charged a fee. These will all be shown on the invoice that is sent to you.</p> <p>You can choose to pay for our services by any of the payment methods set out in the invoice. You are required to pay Accord within the time set out on the invoice.</p> <p>If there is a refund of premium owed to you because of a cancellation or alteration to a policy, we will retain any fee we have charged you. We may also retain commission depending on our arrangements with the insurer.</p> <p>Payment for the services we provide you are payable directly to EIS.</p> <p>When you pay us your premium it will be banked into Accord's trust account. Accord will retain the commission from the premium you pay us and remit the balance to the insurer in accordance with Accord's arrangements with the insurer. Accord will earn interest on the premium while it is in their trust account or Accord may invest the premium and earn a return. Accord will retain any interest or return on investment earned on the premium.</p>

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

Accord's commission will be calculated based on the following formula:

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

In this formula:

X = Accord's commission

Y% = the percentage commission paid to Accord by the insurer. Accord's commission varies between 10 – 22% of product base premium. Exceptions to this are Workers Compensation (5%) and Travel Insurance (30%).

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

EIS will receive 80% of the commission paid to Accord by the insurers.

Any fee that you are charged will be based on the complexity of the insurance contract being arranged but will normally be in the range of \$50-55 plus GST. This fee can increase depending on the size and complexity of the insurance being arranged.

EIS will receive 80% of any fee paid to Accord by you.

We do not pay any commissions, fees or benefits to others who refer you to me or refer us to an insurer.

The Individual Authorised Representative on the front of this FSG is the sole shareholder of EIS.

If we give you personal advice (retail clients\* only), 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.

If remuneration or other benefits are calculable at the time personal advice (retail clients\* only) is given, the remuneration or other benefits the person receives on specific financial products to which the personal advice relates will be disclosed at the time that the personal advice is given or as soon as practicable after that time. Where the remuneration or other benefits are not calculable at the time the personal advice is given, the manner in which the remuneration or other benefits are to be calculated will be disclosed at the time the personal advice\* is given or as soon as practicable after that time.

See below for information on the Steadfast association and commission.

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

Accord is a shareholder of Steadfast Group Limited (Steadfast). Steadfast has exclusive arrangements with some insurers under which Steadfast will receive between 0.5-1% commission for each product arranged by Accord and its representatives with those insurers. These payments are used to operate Steadfast.

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

As a shareholder of Steadfast Accord has 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 shareholders for a fee.

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

Steadfast has a shareholding in Macquarie Premium Funding. If we arrange premium funding with Macquarie Premium Funding for you, under its agreement with Macquarie Premium Funding, Steadfast will receive 0.5% of your insurance premium (including government fees or charges). As an equity shareholder of Macquarie Premium Funding, Steadfast may also receive dividends from profits of Macquarie Premium Funding. The amount of the Steadfast dividend is based on the share of profit attributable to funding arranged by Steadfast shareholders. The payments (commission and dividends) that Steadfast receives from Macquarie Premium Funding are used to operate Steadfast. Depending on the operating costs of Steadfast and the amount of total business we place with Macquarie Premium Funding in any financial year, we may receive a portion of those amounts at the end of each financial year.

You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

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

Accord's commission rates for premium funding are in the range of 1-2% of funded premium. When we arrange premium funding for you, you can ask us what commission rates Accord is paid for that funding arrangement compared to the other arrangements that were available to you.

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<b>What should I do if I have a complaint?</b>	<ol style="list-style-type: none"> <li>1. Contact us and tell us about your complaint. We will do our best to resolve it quickly.</li> <li>2. If your complaint is not satisfactorily resolved within 20 days, please contact Accord's Complaints Officer at the contact details on page 1 of this FSG or put your complaint in writing and send it to the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly.</li> <li>3. Accord is a member of the Financial Ombudsman Service (FOS). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to FOS. FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, email <a href="mailto:info@fos.org.au">info@fos.org.au</a> or website <a href="http://www.fos.org.au">www.fos.org.au</a>.</li> </ol>
<b>What arrangements do you have in place to compensate clients for losses?</b>	<p>Accord has a professional indemnity insurance policy (PI policy) in place.</p> <p>The PI policy covers us 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.</p> <p>Our PI policy cover us for claims relating to the conduct of representatives who no longer work for us.</p>
<b>Any questions?</b>	<p>If you have any further questions about the financial services I or Accord provide, please contact us.</p> <p>Please retain this document for your reference and any future dealings with me or Accord.</p>

\* **Retail clients** are individuals or those who purchase an insurance product for use in connection with a small business (ie less than 20 employees, or 100 if the business manufactures goods) AND they purchase a general insurance contract which has been designated as a retail product, including motor vehicle, home building and contents, sickness and accident, consumer credit, travel, personal and domestic property, pleasure craft, any other kind of insurance prescribed in the Corporations Regulations. All other clients are wholesale clients.

## HOW WE WILL LOOK AFTER YOUR INSURANCE NEEDS

### 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 they are issued correctly by your insurer. As these are legal documents, you should keep them in a safe place.

### Renewals

We will, as soon as practical after renewal terms are received from the underwriter, notify you of the expiry of any insurance contract which we arranged or last renewed for you. At that time we will send you an invoice for the cost of renewal, which serves as our invitation to renew the insurance contract for you. This will become your confirmation of renewal once your premium is received by us. If you want to change the details of the cover, contact us as soon as you receive the renewal offer. If you wish us to renew the contract on your behalf, you must provide us with written instructions to do so and/or pay the premium and other charges before the date shown on the invoice.

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. 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 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, statutory charges (eg stamp duty, fire services levy, etc) and any fees we charge for arranging your insurances. You must pay us within 30 days of the date of the invoice.

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.

## **Cancellation**

We cannot cancel a contract of insurance on your behalf without instructions from a person(s) who is authorised to represent each of the parties who are named as insureds in the contract of insurance. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909. If a contract of insurance is cancelled before expiry of the period of insurance, we will refund the net premium we receive from your insurer. We will not refund our fees or commission for arranging the insurance.

## **IMPORTANT INFORMATION**

### **Utmost Good Faith**

Utmost good faith must be adhered to by all parties.

### **Material Changes**

You must also notify your insurer of any significant changes that occur during the period of insurance. If you do not, your insurances may be inadequate to fully cover you. We can assist you to do this and to ensure that your contract of insurance is altered to reflect those changes.

### **Sums Insured – Average And Co-Insurance**

Some insurance contracts require you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the amount of the loss. These provisions are called 'average' or 'co-insurance' clauses. If you do not want to bear a proportion of any loss, when you arrange or renew your contract of insurance, you must ensure that the amount for which you insure is adequate to cover the full potential of any loss. If you insure on a new for old basis, the sum insured must be sufficient to cover the new replacement cost of the property.

### **Interests of Other Parties**

Some insurance contracts do not cover the interest in the insured property or risk of any one other than the person named in the contract. Common examples are where property is jointly owned or subject to finance but the contract only names one owner or does not name the financier. Please tell us about everyone who has an interest in the property insured so that we can ensure that they are noted on the contract of insurance.

### **Waiver of Rights**

Some insurance contracts seek to limit or exclude claims where the insured person has limited their rights to recover a loss from the person who was responsible for it, eg by signing an agreement which disclaims or a limits the liability of the other party. Please tell us about any contracts of this type which you have or propose to enter into.

### **Standard Covers**

The Regulations to the Insurance Contracts Act set out standard terms for the cover which is provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance (including a minimum amount of insurance). If an insurer wants to alter these terms or offer less than the minimum amount of insurance they must clearly inform you in writing that they have done so. They can do this by providing you with a Product Disclosure Statement or a copy of the insurance contract.

### **Unusual Terms**

If an insurer wants to rely on a term in a contract of insurance which is not usually included in contracts that provide similar cover, they must clearly inform you in writing of that term. Again, they may do so by providing you with a copy of the insurance contract.

### **Terrorism**

Under the Federal Governments "Terrorism Insurance Act,2003", certain types of insurance policies now cover acts of terrorism. Many policies including Residential Properties, Motor Vehicle, Workers Compensation still do not provide terrorism cover. Should you require any further information regarding terrorism cover please do not hesitate to contact us.