

# Financial Services Guide

This Financial Services Guide (**FSG**) contains important information to help you decide whether to use the services we offer. It is intended to inform you of matters relating to our relationship, when we provide you with a financial service. The FSG covers matters including, who we are, how we can be contacted, the services we can provide to you, the remuneration we and our representatives receive, details of any potential conflicts of interest and details of our complaints process.

This FSG contains important information on your Duty of Disclosure under the Insurance Contracts Act 1984. It also includes details of our privacy policy and our broking service terms. This FSG should assist you in deciding whether or not to use any of the services we offer.

We collect information from you to enable us to provide you with a financial service. This information facilitates the acquisition of insurance policies and is not to ascertain your personal financial position.

We research a range of insurance products regarding their quality and price competitiveness but do not deal with all insurers. You should use our advice to make an informed decision about the suitability of the insurance policies we recommend. It is your responsibility to decide if our advice meets your particular needs, objectives and financial situation.

## About us

Bestmark Pty Ltd holds an Australian Financial Services Licence No. 238778 under the Corporations Act 2001 and is authorised to provide advice and deal in general insurance products. Bestmark Insurance Brokers is the registered trading name for Bestmark Pty Ltd). We are members of the National Insurance Brokers Association (**NIBA**), Steadfast Group Limited (**STEADFAST**), and the Council of Queensland Insurance Brokers Inc. (**CQIB**).

## Our Services

We are committed to providing informed advice based on your specific needs and our market knowledge.

### Our range of services includes:

- ▶ Developing a plan to protect your assets and legal liabilities
- ▶ Reviewing and advising on your general insurance needs
- ▶ Arranging and renewing insurance policies for you
- ▶ Arranging Premium Funding at your request
- ▶ Assisting and managing your insurance claims

We provide a "Full Insurance Portfolio" service and can provide advice in respect to any classes of risk including but not limited to: Business Insurance, Tradesman Insurance, Contract Works Insurance, Professional Indemnity, Directors & Officers, Transit and Domestic Insurance including Accident & Illness, Home and Contents, Motor Vehicle, Boats, Caravans and Landlords Insurance policies.

To ensure we provide advice that is appropriate to your circumstances, we need you to provide us with detailed information about the risk to be insured, your needs and objectives and financial position. You should also tell us about any change in your circumstances as soon as they occur.

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.

## Statement of Advice

You will receive a statement of advice (**SOA**) 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 will enable you to make an informed decision about your insurance needs.

## Product Disclosure Statement

If we offer to arrange the issue of an insurance policy to you, we will also provide you with 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.

## Important Relationships

Bestmark Pty Ltd is a privately-owned insurance broking company. We are a Steadfast Group Limited (**Steadfast**) Network Broker. Steadfast has exclusive arrangements with some insurers and premium funders (**Partners**) under which Steadfast will receive between 0.5 – 1.5% commission for each product arranged by us with those Partners. Steadfast is also a shareholder of some Partners.

We may receive a proportion of that commission from Steadfast at the end of each financial year (**or other agreed period**).

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](http://www.steadfast.com.au)

Bestmark is also a member of the Council of Queensland Insurance Brokers (**CQIB**). CQIB may receive royalties and/or sponsorship from Financial Product & Service providers depending on the continued support of the products by members.

## New Policies

You should contact us as soon as you need cover for a risk or property that is not insured. We can often arrange an interim contract on insurance for a limited period. We will need you to provide details of the property or risk and any other information that you need to disclose to an insurer.

If we send you a proposal for completion, you will need to return it, completed and signed, before the interim cover expires.

We will send you the original insurance policy document as soon as it has been issued by the insurer. Insurance Policies are important legal documents and should be stored in a safe place.

### Renewals

We will try to give you 14 days notice of expiry of any insurance contract that we arranged or renewed for you. We will send you an offer to renew the insurance as an invoice detailing the cost of the renewal.

Unless you tell us otherwise, we will automatically renew your insurance to ensure continuity of cover. If there is a change in your circumstances, you should notify us as soon as possible so that we can assess the appropriateness of your cover and decide whether you require further advice from us.

### Variations

If you want to vary any existing cover, you should provide us with details of the changes you require and any other information that you need to disclose to the insurer. We will arrange the variation with your insurer and provide you with written confirmation. Cover may not be effective until you receive our confirmation.

### Claims

We provide a claims management and monitoring service for our clients, to ensure your claims are quickly dealt with by the insurer. We will forward all claims documentation, settlement cheques and any other information promptly.

### Complaints

If you have a complaint you should contact us and tell us about your complaint. We will do our best to resolve it quickly. If your complaint is not satisfactorily resolved within 20 days, please contact Mr Ian Garbutt on 3814 2484 or put your complaint in writing and send it to him at the address shown in this FSG. We will try and resolve your complaint quickly and fairly. If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority:

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001

We also subscribe to the Insurance Brokers Code of Practice.

### Professional Indemnity Insurance

Bestmark has a professional indemnity insurance policy (PI policy) in place. The PI policy covers us and our employees for claims made against us and our employees by clients as a result of the conduct of us or our employees in the provision of financial services.

### Privacy

Bestmark collects personal information from you to be able to provide you with our various services. These include: Insurance broking, claims management, risk management consulting and other forms of insurance related services. If we don't get the personal information we need, we, or any third party we disclose the information to may not be able to provide appropriate services. We only provide the information to third parties that we believe is necessary to assist us in providing our services to you. We limit the use and disclosure of any personal information provided by us to such third parties to the specific

purpose for which we supplied it. We take reasonable steps to ensure that whenever we collect, use or disclose personal information, it is accurate, complete and up-to-date.

A copy of our privacy policy is available on request. A copy is also available on our website [www.bestmark.com.au](http://www.bestmark.com.au).

### How we deal with premiums paid to us

When premiums are paid to Bestmark, they are deposited into a Trust Account and are held in this account until they are to be paid to the insurer. We may invest these funds until we pay them to the insurer. Any interest earned on this investment is retained by Bestmark.

### Duties of Disclosure

You are required to disclose every matter that you know, or a reasonable person in the circumstances could be expected to know is relevant to the insurer's decision whether to insure you. Your Duty of Disclosure applies when you enter into a contract of insurance for the first time or when you renew, vary, extend or reinstate your policy.

#### You do not need to disclose any matter:

- that diminishes the insurer's risk
- that is common knowledge
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about

If you do not fully disclose, your insurer may reduce or refuse to pay a claim or may treat the policy as if it never existed. If you have any questions about whether information needs to be disclosed, please ask us for assistance.

### Legal Advice

Our duty as an insurance broker does not extend to giving legal advice. You should consult your solicitor when you need advice on legal matters.

### Material changes

You must inform us of any material changes that occur during the period of insurance. We will notify the insurer to ensure your insurance is altered to reflect these changes

### Standard Cover

Part V of the Insurance Contract Act 1984, sets out Standard Terms for 'Prescribed Contracts of Insurance'. These contracts include Motor Vehicle, Home Buildings and Home Contents, Sickness and Accident, Travel, Consumer Credit, Pleasure Boat insurance policies as well as any insurance on personal or private property.

If any insurance company provides cover that is less than the cover under a prescribed contract, they must clearly inform you of the differences in cover. Insurers do this in their Product Disclosure Statement (PDS).

### Interest of other parties

Some insurance contracts do not cover the interest in the insured property or risk of any one other than the parties named in the contract. An example of this is where a property is jointly owned or subject to finance but the contract only names one owner or does not name the financier.

You should tell us about anyone or any legal entity that has an interest in the property or risk insured so that we can ensure they are noted on the policy.



### Waiver of rights and disclaimers

Some insurance policies limit or exclude claims where the insured has limited or waived their rights to recover a loss from the person who was responsible for causing the loss. You should not sign any agreement that modifies or limits your rights of recovery from another party. Whenever you are asked to sign such a disclaimer, you should seek our advice.

### Remuneration

If you instruct us to arrange insurance for you, we may be paid a commission by the insurer. This commission is usually a percentage of the risk part of the premium, before stamp duty, GST and other charges are added. The commission rate varies from 0% to 27%, depending on the type of policy. This commission does not increase the cost to you. If we charge you a broker fee, this will be shown separately on our invoice to you. If you cancel any policy before its expiry date, we will retain any fees we have charged you. We may also retain commission depending on our arrangements with the insurer.

Our representatives who assist you in arranging your insurance will be paid a market salary or commission, which may include a small percentage of our commission income.

### Referral fees paid to third parties

If you were referred to us by a third party, we may pay the referrer a referral fee. This fee is calculated as a percentage of the commission earned from the referral and can be up to 50% of the commissions we receive. This is a separate payment that we make to the referrer and does not increase the amount you pay for your insurance.

### Terms of Payment

We will invoice you for the premium, all statutory charges and any fees we charge for arranging your insurance.

You must pay on receipt of our invoice or in the case of renewals, before the expiry date of the policy.

If you do not pay the premium on time, we are obliged to tell the insurer who has the right to cancel the policy. You will then not be insured. The insurer may also charge a short-term penalty premium for the time they are on risk.

### Credit Card Fees

If you pay by credit card, we may charge you an additional card payment fee as a percentage of the total amount shown on our invoices. We will tell what our charge is. This fee helps meet the cost of bank charges and administration required to process credit card payments.

### Premium Funding

Premium funding helps you to manage your cash flow by paying your insurance premiums by installments. We can arrange premium funding for you if required. If we arrange premium funding for you, the premium funding company will charge you interest and a document fee, stamp duty also applies. The amount of these charges will be shown on the premium funding application. We may also receive a commission from the premium funder. This commission may be between 0% and 3% of the amount funded. Steadfast and/or CQIB may have arrangements with premium funding companies under which Steadfast and/or CQIB will receive a commission of between 0.5% and 1% of the amount funded for each premium funding contract arranged.

Premium funding contracts include a Power of Attorney clause which in the event of payment defaults give the Premium Funder

the opportunity to exercise its rights under the Power of Attorney to instruct the Insurer or Bestmark Insurance Brokers to cancel insurance policies and the Premium Funder can collect and retain any refund for the unused portion of the premium paid.

In the event the Premium Funder is still owed amounts after retaining the insurer's refund the Premium Funder will still have the rights to recover these amounts from you.

### Cancellation

You may cancel a policy of insurance before expiry date by the parties to the contract requesting cancellation, in writing. You should be aware that penalties may apply to any mid-term cancellation and your insurer may be entitled to calculate any refund on a basis other than pro-rata. There may also be cancellation charges that apply.

If you cancel a policy before its expiry date, we will retain any fees we have charged you. We may also retain commission by charging the pro-rated commission from any refund to you. This amount will be shown as a Broker Fee on our cancellation invoice.

### Licensee contact information

#### BESTMARK PTY LTD

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**A.F.S.** Licence No. 238778

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**This FSG version:** 2018-02 applies from the 1st November 2018 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. Please retain this document for your reference and any future dealings with Bestmark Insurance Brokers.

