

AFS Licence No. 239780

ACN 076 343 612

ABN 34 076 343 612

# FINANCIAL SERVICES GUIDE (FSG) & TERMS OF ENGAGEMENT (TOE)

This document is a **Financial Services Guide (FSG) & our Terms of Engagement (TOE)**. It sets out information on the services we can offer you and is designed to assist you to decide whether you wish to use those services. It also contains important information about how we and others are paid, any potential conflicts of interest we may have, our internal & external dispute resolution procedures and how you can access them and arrangements we have in place to compensate clients for losses. The Guide contains only general information on the services offered.

This FSG&TOE applies from 27<sup>th</sup> February 2025 and will remain valid from that date. You may receive a further FSG&TOE. This will not replace this FSG&TOE but may cover services not covered here.

The financial services referred to in this FSG&TOE are provided by: Albany District Insurance Broker Pty Ltd t/as Albany District Insurance Brokers (ADI Brokers) of Unit 2/60 Aberdeen Street, Albany WA 6330. Our Australian Financial Services Licence number is 239780 & our Australian Business Number is 34 076 343 612. Our contact details are shown at the bottom of this page.

We will generally provide you with personal advice (unless we advise you otherwise), that is, advice that considers your particular circumstances, objectives, financial situation and insurance needs, when making a recommendation. In order to provide this advice, we rely on you to provide accurate & complete information. When providing personal advice to you, you should generally also receive a **Statement of Advice (SOA)**, which sets out the personal advice given to you, including any recommendations about a particular financial product, as well as the basis on which those recommendations are made. 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. Additionally, this document will advise the amount of any commission &/or fees we will receive in respect of any Financial Product purchased by you in connection with that advice. If recommendations about a particular financial product are made, you should also generally receive a **Product Disclosure Statement (PDS)** at that time, which sets out details specific to the product and which will enable you to make an informed decision about purchasing that product.

If you do not obtain personal advice or obtain personal advice that does not contain recommendations about a particular financial product, but you nevertheless proceed to acquire a product, you should still generally receive a **Product Disclosure Statement (PDS) before** you acquire the product. Clients should read the relevant PDS before making a decision.

# **OUR VISION**

We at Albany District Insurance Brokers strive to provide a quality service to all our customers and we are a solution based, not a product driven organisation. We are a company that embraces change and we endeavour to always have a clear understanding of our client's needs and to maintain that understanding throughout the life of the client relationship. We create an environment that is friendly, inviting, and professional, which in turn makes us an employer of choice within the region.

## **ABOUT US & HOW WE WORK**

Albany District Insurance Brokers Pty Ltd (ADI Brokers) holds a current Australian Financial Services Licence. We are responsible for the financial services that will be provided to you or through you to your family members, including the distribution of this FSG&TOE. We are a General Insurance Broker and are licensed to provide advice and deal in relation to general insurance products provided

by those General Insurance Companies that we deal through, to retail & wholesale clients. As a General Insurance Broker we act on your behalf (unless we tell you otherwise) and provide you with advice on general insurance product types that are appropriate for your needs.

# Retail vs Wholesale Clients

Under the Corporations Act 2001 (The Act), Retail Clients are provided with additional protection from other clients. The Act defines Retail Clients as: Individuals or a manufacturing business employing less than 100 employees or any other business employing less than 20 employees, and that are purchasing the following types of insurance policies: Motor Vehicle, Home Building, Home Contents, Personal & Domestic Property, Sickness &/or Accident, Travel, Consumer Credit & other classes as prescribed by regulations. All other clients that fall outside of this definition as classified as Wholesale Clients. Some of the information in this document only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.

## **Our Services**

As your insurance broker, we will provide the following services:

- Help you identify & assess your risks and develop a proposal to submit to a potential insurer/s
- Seek insurance quotes from the insurers we deal through & make recommendations to you
  as to the most appropriate coverage to take out (this may not always be the most competitive
  based on your individual needs)
- Seek to bind coverage where you have authorised us to do so (except in urgent circumstances where unless you instruct otherwise, we may choose to bind insurance on your behalf if we consider that it is in your best interest to do so)
- Negotiate policy coverage & policy renewal annually
- Arrange premium funding if required
- Prepare & manage claims if an insured event occurs and liaise with the insurer & advocate on your behalf during the claims process
- Facilitate policy changes &/or cancellations as per your instructions

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 and your past claims history. Please also tell us about any relevant changes as they occur.

If you elect to withhold, or are unable to provide information to us, our ability to comprehensively review your circumstances will be affected. This may limit our ability to make appropriate recommendations when it comes to your individual insurance requirements. You will then need to assess our professional advice in relation to your needs and act accordingly.

We do not deal with all insurance companies or insurers. 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.

ADI Brokers are not independent, impartial or unbiased (pursuant to section 923A of the Corporations Act) in relation to the provision of personal advice and the impact of this on you, because we receive commission, remuneration, gifts or other benefits when we provide personal advice to you in relation to insurance products and other financial products, and we may have associations or relationships with issuers of insurance or other financial products. Further information about these benefits and relationships is set out in this FSG. If you have any questions about this information, please ask us.

In some cases, it may be more appropriate to access insurance arrangements where we act under a binder or as 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.

# Remuneration

For each insurance product, insurers charge a premium that includes any relevant taxes, charges, and levies. These will all be shown on the invoice that we send you. You can choose to pay by any of the methods set out on the invoice. You are required to pay us within the time set out on the invoice.

We are remunerated by means of a commission, which is paid to us by the insurers we deal through. This is a payment based on a percentage of your premium excluding relevant taxes, charges and levies called your base premium and usually falls within the range of 5 - 27%. Our commission will be calculated based on the following formula: X=Y% x P (X is our commission; Y% is the percentage of commission paid to us by the insurer; P is the amount you pay for any insurance policy, less any government fees or charges included in that amount). We may also charge you a broker fee based on the amount of administration involved in handling your insurance. If we give you personal advice, we will inform you of any fees, commission, or other payments we or our associates or anyone referring you to us, will receive in relation to the policies that are the subject of the advice.

Your premium payment is banked into and held in our trust account prior to forwarding it onto the relevant insurer, in accordance with our arrangements with that insurer. We retain the commission from the premium you pay us and remit the balance to the insurer. We may earn interest on this money until it is rendered to the insurer. We will retain any interest earned on the premium.

If there is a refund of premium owed to you because of a cancellation or alteration of a policy, we will usually retain any broker fee we have charged you. We may also retain the commission depending on our arrangements with the insurer. If we receive a premium refund from your insurer on your behalf, it will be held in our trust account for a short period of time. We may earn interest on this money before it is forwarded to you. We will also retain this interest.

Our employees that assist you with your insurance needs are paid a market salary.

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 charges). 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 0-3% of the 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 other arrangements that were available to you.

### **IMPORTANT RELATIONSHIPS**

ADI Brokers is a Steadfast Group Limited (Steadfast) Network Broker, having joined in 1998, and our brokerage company and directors hold shares in Steadfast. As a Steadfast Network Broker, we have access to services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee. With a Steadfast Insurance Broker, you get the best of both worlds - local and personalised service, with the insurance expertise and support of a large organisation. Strength when you need it.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners may pay Steadfast a fee to access strategic and technological support and the Steadfast Network Broker. Steadfast is also a shareholder of some Partners.

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

We subscribe to and are bound by the Insurance Brokers Code of Practice, a full copy of which is available from the National Insurance Brokers Association (NIBA) website <a href="https://www.niba.com.au">www.niba.com.au</a>. You can contact us to provide you with a copy of the Code if required.

## **CONTRACTUAL LIABILITY**

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.

## **COMPENSATION ARRANGEMENTS**

ADI Brokers 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. Our PI policy covers us for claims relating to the conduct of representatives who no longer work for us. This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

## PRIVACY/RECORD KEEPING

For us to arrange insurance, issue insurance policies to you or to give you advice about your insurance needs, we may need information about your personal objectives, your current financial situation, and any other relevant personal details. We will ask you for the details that we need to know. If we do not ask or you do not give us all the information we ask for, we may not be able to provide advice or any advice you do receive may not be appropriate to your needs, objectives, and financial situation.

We maintain a record of your personal profile, including details of insurance policies that we arrange for you. We also maintain records of any recommendations or advice given to you. We will retain this FSG&TOE and any other FSG&TOE given to you as well as any SOA or PDS that we give or pass onto you. We are committed to implementing and promoting a Privacy Policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request, it is also available on our website. Please ask us if you wish to look at your file, and we will make arrangements for you to do so.

## **INTERNAL COMPLAINTS HANDLING**

If you have a complaint, please contact our office, and tell us about it. We will do our best to resolve it quickly & fairly. Complaints are taken seriously, and our staff are authorised to handle complaints up to their level of training and authority and can settle complaints to mutual satisfaction. If your complaint is not satisfactorily resolved within 7 working days and a dispute arises, we have an internal disputes resolution process that you can access by contacting our Complaints Officer, Luke Cameron on the contact details below, who will investigate and try to reach a satisfactory resolution with you within 20 working days.

## **EXTERNAL DISPUTES RESOLUTION**

ADI Brokers is a member of the Australian Financial Complaints Authority Ltd (AFCA). For disputes & issues that cannot be resolved to your satisfaction by us together, you have the right to refer the matter to AFCA, who provide fair & independent financial services complaints resolution that is free to consumers. AFCA can be contacted at GPO Box 3, Melbourne VIC 3001, or 1800 931 678 (free call), or <a href="mailto:info@afca.org.au">info@afca.org.au</a> More information is available on their website <a href="www.afca.org.au">www.afca.org.au</a>.

### **TERMINATION**

Either party may terminate our relationship by written notice of not less than 30 days to the other.

# **HOW TO CONTACT US**

We can receive your instructions personally or by phone, email or letter. Where possible we prefer to provide all correspondence and disclosure notices (including FSG&TOE, SOAs & PDSs) to you electronically, via email or links to websites etc. If you have provided your email address to us, we will typically use that email address for all correspondence and disclosure notices unless you expressly advise us that you wish to receive this by mail/post.

To give us instructions or if you have any further questions regarding the financial services we provide, this FSG&TOE or any other queries, please contact us at/on the below.

Please retain this document for your reference and any future dealings with us.