

This Financial Services Guide (FSG) is issued by Cartwright Insurance Brokers Pty Ltd (AFS licence 236463) and 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.

## RETAIL 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 people or any other business employing less than 20 people and that are purchasing the following types of insurance covers: Motor Vehicle, Home Building, Contents, Personal and Domestic, Sickness/accident/travel, Consumer Credit and other classes as prescribed by regulations.

Some of the information in this FSG only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.

## RETAIL CLIENT ISSUES

Typically we only provide General Advice to our Retail Clients. General Advice does not take into account your particular needs and requirements and you should consider the appropriateness of this advice to your circumstances prior to acting upon it. We will provide you with a General Advice Warning in such cases.

If you are a new Retail Client purchasing Personal Accident or Sickness insurance and obtain Personal Advice, that is, advice that takes into account your particular circumstances, we will give you a Statement of Advice (SOA), that sets out the advice provided and the basis on which the advice is made and our remuneration should you purchase the product.

For existing Retail Clients we may not supply an SOA but rather provide the advice to you orally, in such cases you may request us to provide you with a Record of Advice (via phone or in writing), which we will provide to you within 28 days of such request.

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.

If we recommend the purchase of a particular financial product, we will also give you a Product Disclosure Statement at that time, which sets out details specific to that product and the key benefits and risks in purchasing the product.

If you need more information or have any questions, please feel free to telephone us.

## ABOUT US

We hold an Australian Financial Services License 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 Steadfast Group Limited. We subscribe to the Insurance Brokers' Code of Practice.

### LACK OF INDEPENDENCE

We are not independent, impartial or unbiased because we receive commissions from the underwriters that we place your insurance with and we retain that commission to operate our business.

## 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 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**. 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)

## 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 they are issued correctly by your insurer. 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 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, e.g. 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

We are paid commission by the relevant insurers 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 30% depending on the product.

Generally we charge a broker fee depending on the product arranged and the time we spend placing the business, which is non-refundable in the event of cancellation.

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.

We may receive additional remuneration from insurers with whom we have profit share or volume bonus arrangements. This remuneration is payable if we meet certain agreed sales and/or profitability targets set by the insurer. If we have profit share arrangements with an insurer that apply to a product we recommend to you, we will advise you of this at the time of making any such recommendation if the amount involved is material.

In some circumstances, we may provide a referral payment to a person or organisation, which referred you to us. If this does occur, the referral payment will be clearly disclosed in your Statement of Advice or Record of Advice.

## HOW ARE OUR ADVISERS PAID

Our advisers are usually paid in two ways – salary, and a bonus or incentives, which are based on a number of factors including achievement of company goals.

## TERMS OF PAYMENT

### Invoices

We will invoice you for the premium, statutory charges (e.g. stamp duty, re 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.

Please note that if you do not pay the premium for the policy within our payment terms, you agree to give us the authority to cancel the policy on your behalf from inception.

### **Credit Card Fees**

If you pay by credit card we may charge you a credit card (including 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 installments. 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 refer our website [www.cartwrightinsurance.com.au](http://www.cartwrightinsurance.com.au) or, ask us for a copy.

## **ELECTRONIC DELIVERY OF DISCLOSURE NOTICES**

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) 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. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

## **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 are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au). We also follow The Insurance Brokers Code of Practice.

## **COMPENSATION**

For your added protection we also hold a Professional Indemnity Policy. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to cover us for work done for us by representatives/employees after they cease to work for us and satisfies the requirements for compensation arrangements under Section 912B of The Act.

This FSG was prepared on 1<sup>st</sup> September 2021.