

## Financial Services Guide

This Financial Services Guide (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.
- arrangements we have in place to compensate clients for losses.

### Further information when personal advice is given

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

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), 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 product.

### From when does this FSG apply?

This FSG applies from 1 November 2022 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.

### How can you instruct us?

You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned in the letterhead of this FSG.

### Who is responsible for the financial services provided?

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. We hold a current Australian Financial Services Licensee no: 277842. The contact details for us are on the front of this FSG.

### What financial services are we authorised to provide and what kinds of financial product(s) do those services relate to?

We are authorised to provide advice and deal in general insurance products. We will do this for you as your broker unless we tell you otherwise.

### Not Independent

Websters may not be considered independent, impartial, or unbiased pursuant to section 923A of the Corporations Act because:

- We may receive commissions 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 products and other financial products.

Further information about these benefits and relationships is set out in this Financial Services Guide. If you have any questions about this information, please ask us.

### **Will you receive tailored advice?**

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.

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. 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.

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when you inform us about changes in your circumstances, at the time of any scheduled status review or upon renewal of your insurances.

### **Contractual Liability and your insurance cover**

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.

### **What information do we maintain in your file, and can you examine the file?**

We maintain a record of your personal profile, including details of insurance policies that we arrange for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA or PDS that we give or pass on to you for the period required by law.

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. A copy is also available on our website. If you wish to look at your file, please ask us. We will make arrangements for you to do so.

### **How will you pay for the services provided?**

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in some cases we will also charge you a fee. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We may also retain commission depending on our arrangements with the insurer or charge you a cancellation fee equal to the reduction in our commission.

When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium.

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

Our commission will be calculated based on the following formula:

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

In this formula:

X = our commission

Y% = the percentage commission paid to us by the insurer. Our commission varies between 0 and 30%.

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

We have a set of standard non-refundable Broker Fees that we charge you for the cost of services such as:

- Market research on products available
- Assessing the claims paying ability of insurers
- Sourcing alternative quotations and coverage
- Risk analysis and portfolio co-ordination

All fees payable for our services will be advised to you at the time of providing the advice or service. Our employees that will assist you with your insurance needs will be paid a market salary.

If we give you personal advice, 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.

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

We are a Steadfast Group Limited (Steadfast) Network Broker. Steadfast has exclusive arrangements with some insurers under which they will receive between 0.5 – 1.5% commissions for each policy arranged by us with those insurers. This is used to operate Steadfast. We do not receive any of these commissions.

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)

If we arrange premium funding for you, we may be paid a commission by the premium funder. The commission that is paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees and charges). If you instruct us to arrange or issue a product, this is when we become entitled to the commission. We will tell you the basis and amount of any such payment if you ask us.

Steadfast owns IQumulate Premium Funding (IQumulate). Under their arrangement, Steadfast will receive a marketing and administration fee of between 0.5% - 0.75% for each amount funded by Steadfast Network Brokers.

You have a right to request further information in respect of the remuneration, the range of amounts or rate of remuneration and soft dollar benefits received by the licensee and/or representative.

### Your Duty of Disclosure

When you apply for an insurance policy, or renew or extend your existing policy, you have to tell the insurer everything about you and your situation that is relevant or could reasonably be expected to be relevant to the insurer's decision to insure you, this is known as your 'Duty of Disclosure'.

You do not need to tell the insurer anything that:

- Reduces the risk they insure you for; or
- Is common knowledge; or
- The insurer knows or should know as an insurer; or
- The insurer waives your duty to tell them about.

If you do not tell the insurer anything you are required to tell them, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

### Special Conditions Applicable to Consumer Insurance Contracts

Special conditions apply to your Duty of Disclosure with respect to Consumer Insurance Contracts, which are those obtained wholly or predominantly for personal, domestic or household purposes of the policyholder.

You have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation to the insurer ('your duty').

This includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

### What should you do if you have a complaint?

1. Contact us and tell us about your complaint. We will try and resolve your complaint quickly and fairly.
  - a. By phone 08 8362 5553, or
  - b. By email [complaints@websters.com.au](mailto:complaints@websters.com.au), or
  - c. By mail PO Box 780, Kent Town SA 5071
2. We will acknowledge receipt of your complaint in writing within 1 business day. We will then investigate the matter and attempt to resolve your complaint in accordance with our Complaints Management Policy. We will advise you of the outcome of our review within 30 days of when you first made your complaint. Some complex matters may require an extension to thoroughly investigate the complaint and bring it to resolution. We will notify you if this is applicable.
3. We are a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to the AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted:
  - a. Phone 1800 931 678 (free-call),
  - b. Online [www.afca.org.au](http://www.afca.org.au),
  - c. Email [info@afca.org.au](mailto:info@afca.org.au), or
  - d. Post GPO Box 3, Melbourne, VIC 3001

**What arrangements do we have in place to compensate clients for losses?**

We have a Professional Indemnity insurance policy ('PI policy') in place.

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.

Our PI policy will cover us for claims relating to the conduct of representatives who no longer work for us.

This policy satisfies satisfy the requirements for compensation arrangements under section 912B of the Corporations Act.

**Any questions?**

Thank you for allowing us to assist with your insurance needs, we appreciate it.

If you have any further questions about the financial services we provide, please contact us.

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