

## Financial Services Guide

The Financial Services covered by this Financial Services Guide (FSG) are provided by: Oxley Insurance Brokers Pty Ltd Head Office:1/145 Horton Street, Port Macquarie NSW 2444

> ABN: 84 234 892 156 Financial Services License No: 240561 Telephone: (02) 6588 7600 Email: oxley@oib.com.au

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use the services offered by us. It contains important information about:

- who we are and our contact details;
- the services we offer;
- how we and our associates are remunerated;
- details of our associations and relationships;
- how we manage conflicts of interest; and
- how we resolve complaints.

If you are a retail client, then before we either arrange an insurance policy for you, or we provide personal advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement (PDS). The PDS is prepared by the insurer and is designed to provide you important information about the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. The PDS may contain multiple documents.

If you are a client and we provide you with personal advice, we will provide you with a Statement of Advice (SOA) or a Record of Advice (ROA). Any Statement of Advice or Record of Advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests.

## NOT INDEPENDENT

WHY WE ARE NOT INDEPENDENT, IMPARTIAL OR UNBIASED IN RELATION TO THE PROVISION OF ADVICE AND THE IMPACT OF THIS ON YOU We may receive remuneration or other non-monetary benefits from insurers which restricts us from referring to ourselves as independent, impartial or unbiased as it may reasonably be expected to influence the advice provided to you and may cause a conflict of interest. Please refer to the Conflicts of Interest section in this document as to how we manage Conflicts of Interest and the impact on you.

Who we are and our Contact Details	The financial services described are provided by authorised representatives of Oxley Insurance Brokers Pty Ltd. Oxley Insurance Brokers Pty Ltd is responsible for the financial services offered in this FSG, and we do not act on behalf of any other person. Oxley Insurance Brokers Pty Ltd and the authorised representative(s) are, unless stated otherwise, referred to in this FSG as "we", "our", or "us" and can be contacted at: Oxley Insurance Brokers Pty Ltd Head Office:1/145 Horton Street, Port Macquarie, NSW, 2444 Phone: (02) 6588 7600 Email: oxley@oib.com.au
What services can we provide?	Our various roles Oxley Insurance Brokers Pty Ltd (OIB) is an Australian Financial Services Licensee and is licensed under the Corporations Act to advise and deal in relation to all general insurance products. We can act in a number of roles in providing our services. We usually act on your behalf. However, in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We will advise you if this is the case as this will mean that we do not act for you when we provide the service.
	We may provide a variety of services and act in different roles. It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of the above services to you and act in a variety of roles. For example, where you require a number of different covers we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice and for others only act as agent of the insurer net you. We can provide a further explanation of why this is the case and we make sure we tall you what the
	of the insurer not you. We can provide a further explanation of why this is the case and we make sure we tell you what the service is and our role before or at the time we provide the service. Ask us if you need more detailed information or do not understand our explanation. Our Services Arranging insurance for you This is where we arrange for the issue, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain it to you when you apply for the insurance.



	<b>Providing advice to you</b> There are two types of advice service we provide and it is important to understand the difference:
	<ul> <li>Personal advice Personal advice – this is advice provided by us to you, on the suitability of general insurance policies to meet your particular needs. We will agree with you when this service is to be provided and what the scope of our personal advice will be. Before we provide any personal advice, we will need to assess your needs, goals, objectives and personal circumstances so we can provide you with appropriate advice.</li> </ul>
	<ul> <li>General advice – this is where we provide a general recommendation or opinion to you on a general insurance policy which is not based on our consideration of your personal circumstances. We will advise you when this is the case. If general advice is provided, you need to consider if the general advice and any relevant product is suitable for your circumstances.</li> </ul>
	<i>Claims Assistance</i> We can also assist you when you need to make a claim. If a claim occurs contact us and we can help you decide what to do. We do not do anything without your consent. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. We don't provide this service if we no longer act for you.
	Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.
	<b>Premium Funding</b> In some cases insurers require the full premium payment up front. Premium funding is one way of not having to pay your premium in one lump sum. You will, however, have to pay interest to the premium funder on the amount borrowed. We can arrange premium funding for you in certain cases with the premium funders with whom we have a relationship.
	In instances where we are not the premium funder, we and AUB Group Limited ABN 60 000 000 715 (AUB), have preferred supplier arrangement with several premium funders. In arranging premium funding with these, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are suitable for you or that they are the most appropriate. You need to make your own decision based on the information provided.
How can you give us instructions?	You need to give us instructions in writing by letter, email, or by another method agreed by us.
How are we remunerated for our services?	When we act for you in advising on and/or arranging insurance When we act on your behalf in advising on and/or arranging insurance we can be remunerated in a number of ways.
	<ul> <li>These can vary according to the service you require and/or our arrangements with the relevant insurer or their representative.</li> <li>we are remunerated by: <ul> <li>commission from the insurer;</li> <li>fees we charge you; or</li> <li>a combination of the above.</li> </ul> </li> </ul>
	Details are provided below on each.
	Commission paid by the insurer to us Unless we tell you in writing that we will provide our service on a "Fee Only - no commission" basis, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable).
	The commission is a percentage of the insurer's base premium typically ranging from 0% to 30% (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies), depending on the insurer and type of insurance.
	The commission does not represent our profit margin. It reflects a combination of factors related to the management and distribution of insurance products, including such factors as expenses incurred in administrative services. The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.
	Where we act on your behalf and you cancel or amend a policy and obtain a refund of premium, you agree that we can keep our commission.
	<ul> <li>Fees we charge you</li> <li>Unless we specifically agree in writing before providing our services to charge on a "Fee Only – no commission" basis, our fees will comprise the following: <ul> <li>a Broker Fee – this is an administration fee payable when you enter into an insurance policy;</li> <li>a pre agreed set amount for specific services;</li> <li>an amount based on a pre agreed rate for the time we spend providing the service; or</li> <li>on some other basis agreed with you before we provide the service.</li> </ul> </li> </ul>

## service is our policy



	The fee is payable after we provide our services or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fee is earned in full at the time of placement of the relevant policy and is not refundable either in its entirety or on a pro rata basis in the event you cancel your policy before its expiry, or our agreement is terminated.
	Remuneration arrangements we have with insurers We are also a member of the Austbrokers network of insurance brokers.
	AUB Group Limited ABN 60 000 000 715 (AUB) is the sole shareholder of Austbrokers Member Services Pty Limited ACN 123 717 653 (AMS), a company that provides marketing, distribution and training services to members of Austbrokers. Some insurers pay a fee to AMS, being an agreed dollar value (before government fees or charges). Different insurers may pay different fees to AMS.
	The fees received from insurers fund the provision of AMS services to Austbrokers members. We and other Austbrokers members benefit from this support as it helps ensure we can continue to provide you with our extensive range of services.
	Austbrokers members may also be entitled to share in any excess of the fees received by AMS in any one annual period (if any) after deduction of all relevant AMS costs and expenses in providing its services in that period.
	Referral fees and other remuneration Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration. A commission or an agreed fee may also be paid on renewal and in some cases on variation.
	If we refer you to another service provider, we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.
	In making any referral we do not advise or represent the service provider's products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information from the service provider.
	<ul> <li>Personal Advice</li> <li>If we provide you with personal advice as a retail client, then at the time the advice is provided to you, or as soon as practicable afterwards, we will tell you either: <ul> <li>the amount of any remuneration (including commission) or other benefits we or other persons receive that might reasonably be expected to be, or have been capable of, influencing us in providing the advice; or</li> <li>if the amount is not known, the manner of calculation.</li> </ul></li></ul>
	Premium Funding If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to.
	If we recommend premium funding and you decide to enter into a contract with the premium funding business, we may receive fees, being an agreed dollar value, under a commercial services agreement that AMS (a wholly owned subsidiary of AUB Group Limited ABN 60 000 000 715 (AUB)) has with some premium funders. The amount of fees varies depending on our arrangement with the premium funder we refer you to. The fees received from premium funders fund the provision of AMS services to Austbrokers members.
	We are owned partly by AUB and benefit from any profit made by this entity due to this arrangement. If you need more information or explanation, please ask us.
	Money Handling arrangements We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer. The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers.
	Non-monetary benefits Oxley Insurance Brokers Pty Ltd and its staff and representatives may also receive non–monetary benefits from product issuers and other financial service providers such as sponsorships of AUB annual conferences, client functions, meals and entertainment. Oxley Insurance Brokers Pty Ltd has, and monitors compliance with our policy that ensures that these benefits do not create a conflict with your interests.
Do we have any relationships or associations with issuers or related bodies corporate that might influence	We are a member of the Austbrokers network of insurance brokers. AUB Group Limited is a shareholder in our business. In some cases, we may refer you to or advise you to use the services of one of our related body corporates, for example Austbrokers network may place your insurance with one or more of the Underwriting Agencies in which AUB Group Limited is a shareholder. Any placement will be at an arm's-length. Where our related body corporate acts as the agent of the insurer, you will be told when this is the case. As a member of the same corporate group, we may indirectly benefit from any such referral or advice if it improves the group performance. Refer to the "How we are our associates are remunerated" section for the normal benefits we can receive under such arrangements.



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our service or advice?	For Life Risk services we may refer you to Oxley Life Solutions Pty Ltd and for Workers Compensation services we may refer you to Oxley Workers Compensation Solutions Pty Ltd.
How do we manage Conflict of Interest?	Conflicts of interest may arise in circumstances where some or all of your interests as our client are, or may be, inconsistent with some or all of our interests. Oxley Insurance Brokers Pty Ltd has a Conflict of Interest policy and procedure, including training and monitoring, to ensure we are aware of and manage any conflict of interest. Our company, staff and our representatives must comply with this policy and procedure.
	Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way as to avoid prejudice to any party.
Duty of disclosure requirements	Duty of Disclosure Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) (ICA) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) to take all reasonable care to disclose anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have that duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.
	If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.
	Non-disclosure If you fail to take reasonable care in disclosing information to us in the case of Consumer Contracts, or do not tell your insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.
Cooling off Period	A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may choose not to proceed with the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement (PDS) document. In some cases, an insurer can deduct certain amounts from any refund. Ask us if you do not understand your rights.
Premium and invoice calculations	We adopt industry practice in calculating local statutory charges. All amounts referred to in our invoices, unless stated otherwise, are to be treated as exclusive of GST.
	We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however, occasionally, errors can occur. We may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error or its correction.
Professional indemnity insurance	We and our representatives are covered under Professional Indemnity (PI) insurance that complies with the requirements of s912B of the Corporations Act 2001 (Cth). The insurance subject to its terms and conditions will continue to cover claims in relation to our representatives/employees, both past and present.
Privacy	We value the privacy of personal information and are bound by the Privacy Act 1988 (Cth) when we collect, use, disclose or handle personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in (including those outlined in this FSG).
	Further information about our privacy practices can be found in our Privacy Policy that can be viewed on our website at oib.com.au or alternatively, a copy can be sent to you on request. Please contact our office or visit our website if you wish to seek access to, or to correct, the personal information we collect or disclose about you.
What if you do not provide some personal information to us?	If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products.
How we collect your personal	Collection can take place by telephone, email or in writing and through websites (from data you input directly or through cookies and other web analytic tools).
information?	We will collect your information directly from you or your agents. We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.
	We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.
Who we disclose your personal information to?	We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.
	We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not



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More information, access, correction or complaints	These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. We do not use sensitive information to send you direct marketing communications without your express consent.By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise.If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or 
	In writing Att: Privacy Officer PO Box 426
	PO Box 420 Port Macquarie NSW 2444
NIBA Code of Conduct & Code of Practice	Oxley Insurance Brokers Pty Ltd is a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct. We also subscribe to NIBA's Insurance Brokers Code of Practice (the Code). The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.
	A copy of the Code is available from <u>www.niba.com.au</u> or by contacting our office.
What should I do if I have a complaint?	We are committed to providing quality services to our clients. This commitment extends to giving you easy access to people and processes that can resolve a service issue or complaint.
	If you have a complaint about the service or advice we have provided to you, please address your enquiry or complaint to the Complaints Officer or the staff member providing the service.
	You can contact us via phone on (02) 6588 7600 during Monday to Friday, 9am to 5pm or email us at oxley@oib.com.au.
	We'll make every effort to deal with your concerns as quickly as possible. If a complaint is resolved to your satisfaction within five (5) business days, we will provide written confirmation to you. If the matter is not resolved within this time frame, we will refer it to our Complaints Officer.
	Our Complaints Officer will identify actions to remedy the complaint where possible and provide you with a decision within 30 days from the date of notification of your complaint.
	If you are dissatisfied with our final response to your complaint, you may be able to refer your complaint to the Australian Financial Complaints Authority ( <b>AFCA</b> ).
	AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC) and its services are free to you. We are a member of this scheme and we agree to be bound by its determinations about a dispute.
	Website:www.afca.org.auPhone:1800 931 678 (free call)Email:info@afca.org.auMail:Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001
Questions?	If you have any further questions about this Financial Services Guide, please contact your local office, or telephone our Head office on (02) 6588 7600 or email us at oxley@oib.com.au.
	Keep this document for your reference and any future dealings with us.