

# Terms of Engagement

Effective 1st November 2022

We will act on your behalf as your insurance broker in regards to all insurance policies you have asked us to assist with in writing.

## Our Services

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

### Pre-placement services

- Help you identify and assess your risks and develop a proposal to submit to a potential insurer/insurer's.
- Providing advice on risk mitigation

### Insurance placement and premium financing

- Seek insurance quotes (for more information on how we will seek quotes see "Approaching the Market")
- Negotiate policy coverage and policy renewal annually or as otherwise agreed in your service plan
- Where possible we will seek your authorisation. If not, we will provide our advice/reasoning for placing your insurance policy with an insurer.
- Obtain and provide a quotation for premium funding

### Post-placement services

- Prepare and manage claims if an insured event occurs
- Advocate on your behalf during the claims process
- Facilitate policy changes and/or cancellations as per your instructions

## Approaching the Market

We will seek quotes from the broader general insurance market before making a recommendation. We have arrangements with large number of insurers and underwriters, which enables us to find suitable products for you.

## Remuneration

In return for the services we provide, we will receive a commission in the form of a per cent of the premium paid (excluding relevant taxes, charges, and levies) which is

paid to us by the insurer. (Details of the commission % range is detailed in our Financial Services Guide (FSG) and displayed on the front page of your tax invoice if required.)

## Policy Cancellation

If a cover is cancelled before the expiry of the period of insurance, we reserve the right to refund to you only the net return premium we receive from the insurer and not refund any part of the brokerage (commissions) and/or broker fee we receive for arranging the cover. An additional broker fee may also be charged to process the cancellation.

## Payment Terms

You are required to pay outstanding premiums to Ausure Pty Ltd within the time set out on our invoice.

## Our Advice To You

Unless we instruct you otherwise, we will provide you with **Personal Advice**, this advice will take into consideration your personal objectives, financial situation or needs before making a recommendation. To provide this advice, we rely on you to provide accurate and complete information in a timely manner.

When making a **General Advice** recommendation, we will not take into consideration your personal objectives, financial situation or needs. Before taking any action, you should consider whether the advice we have provided is appropriate to you having regard to your individual circumstances. Clients should obtain and read the relevant product disclosure statements before deciding.

This FSG provides key information about Ausure, the Authorised Representative/s and the services which can be offered. Ausure is responsible for the content and distribution of this FSG which is designed to assist you to decide whether or not to use any of the services and also contains information about:

- Our products and services;
- Our internal and external dispute resolution procedures and how you can access them;
- Our remuneration;
- Arrangements we have in place to compensate clients for losses;
- Any potential conflict of interest we may have;
- Other important information.

Please take the time to read it and keep it safely with your policy documents. About Ausure, Ausure holds an Australian Financial Services Licence ("AFSL") and is responsible for the financial services that its Authorised Representatives provide to you, or through you to your family members.

The AFSL authorises Ausure to carry on a financial services business by providing financial product advice and dealing in financial products by applying for, acquiring, varying or disposing of those products on behalf of another person.

### **Financial service licence details**

**Licensee:** Ausure Pty Ltd ("Ausure") FSL No: 238433 ABN: 94 096 971 854

**Address:** L25, 324 Queen St Brisbane Qld 4000 Postal:

PO Box 10709 Brisbane Adelaide St Qld 4000

**Phone:** 07 3319 5100 Fax: 07 3319 5160

**E-mail:** Ausure@ausure.com.au Website: [www.ausure.com.au](http://www.ausure.com.au)

Further details regarding Ausure's AFSL and the authority granted to its Authorised Representatives can be found on the ASIC website at [www.asic.gov.au](http://www.asic.gov.au).

### **Not independent**

Ausure Pty Ltd and its Authorised Representatives are not independent, impartial or unbiased pursuant to section 923A of the Corporations Act because we maintain associations and relationships with issuers of insurance and other financial products and may receive remuneration, commission or other benefits when we provide personal advice to you in relation to insurance products and other financial products.

Ausure Pty Ltd and its Authorised Representatives may also be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided.

## About our Authorised Representatives

Ausure Representatives are authorised under Ausure's AFSL to provide specific authorised services on behalf of Ausure. Ausure acts on your behalf; however, if that changes at any time, we will provide you details in writing. Ausure Authorised Representatives have been recognised by Ausure as experienced professionals in their chosen business fields and who are committed, together with Ausure, to provide quality service and advice on financial products requested by our varied clientele.

Each individual Authorised Representatives will have authority to provide general and personal advice on General Insurance products.

Ausure's Authorised Representatives may not be authorised to provide advice and deal in all the products that Ausure is licensed to provide. Details on individual authorisations for each Authorised Representative are available from your authorised representative.

## Your privacy and how you can communicate with us

We maintain a record of your personal profile, including details of the products we arrange for you. We will also maintain records of recommendations and advice given to you. Those records along with this and any other FSG, SOA or PDS given to you, will be retained for the period required by law. We are committed to the protection of your privacy and strive to abide by the Australian Privacy Principles which set out standards for the collection, use, disclosure and handling of personal information. You can examine our Privacy Policy on the website/s provided in the contact details of this FSG or by contacting us and requesting a copy. If you wish to look at your file, please ask and we will arrange for you to do so in accordance with our Privacy Policy.

You can communicate with us, e.g. to provide your information and requests, by telephone, email, facsimile or in person, or by the means which we agree with you during any particular transaction. Simply contact the Authorised Representative who is advising you and arrange your preferred method of contact.

## Service, advice and documentation

If required to (and wherever possible) we will give you a Product Disclosure Statement ("PDS") which contains information on the product and its features to assist you make an informed decision about purchasing that product. If we give our Retail Clients personal advice which takes into account individual objectives, financial situations and needs, we will, if required, provide a Statement of Advice ("SOA"), Record of Advice or Personal Advice Letter. The information may include the advice given to you, the basis of the advice and other information on our remuneration and any relevant associations or interests. In these cases, we may require information about your personal objectives, details about your current financial situation, and any other relevant information.

Not all clients want or expect tailored or personal advice. When we provide a general advice service to you, we will give you a warning which tells you the advice is of a general nature and that you should consider it along with the PDS to decide whether or not the product suits you. Similarly, you should carefully read any warnings or additional important information in the advice or in the documentation we provide you.

When you ask us to recommend a product, we will usually only consider those offered by the insurers or financial product providers that we deal with regularly. In giving you advice about the costs and terms of recommended products, we have not compared those products to others available, other than from those insurers we deal with regularly. If we do not ask you certain questions or receive no or limited answers from you, the resultant advice will be limited and therefore it may not be adequate for your needs. Any advice we provide you will only be current at the time we give it.

## Arranging your insurances

While cost is always important, the quality of insurance cover offered by a policy is equally important. Insurance that does not match your needs is worthless, however cheap the premium. It is always our aim to provide clients with good prices and quality cover from reputable insurers with a good claims paying record. We will endeavour to arrange insurance that meets your insurable risks and needs. However, as it is you who best understands your risks and needs. We also rely on you for the accuracy and completeness of information you provide to us.

You should always consider the appropriateness of any advice we provide or any insurance we recommend to you before acting on our recommendations. Finally, please note that we cannot guarantee the availability of insurance for your particular risks or the solvency of insurers.

## Who do we act for?

As your insurance broker, we normally act for you in providing our insurance services. We will tell you before or at the time if we are not acting for you in providing any part of our service. For example, an insurer may give us 'binding authority' to arrange or enter into insurance products on their behalf. We could also agree to handle or settle claims on an insurer's behalf. We will inform you if we act for an insurer in this way in relation to your insurances and this will be noted on your invoice.

## How you pay for the services you receive

Payment for the services provided are payable directly to Ausure as stated in the invoice. The insurer will charge a premium that includes any relevant taxes, charges, levies and fees. Ausure often receive commission from the insurers and you may also be charged a fee. See below for more information. You can choose to pay by any of the methods stated in the invoice and you must pay within the time stated in the invoice.

If you do not pay the premium on time we are obliged to advise the insurer who has the right to cancel your policy. The insurer may also have the right under certain circumstances to charge you for the time you were insured if during the policy period you decide you do not want it. Failure to pay as required may lead to your insurance becoming ineffective.

When you pay your premium, it will be banked into Ausure's trust account. Ausure will retain the commission from the premium and remit the balance to the insurer in accordance with arrangements with the insurer. Ausure will earn interest on the premium while it is in their account or may invest the premium and earn a return; such interest and/or returns are retained by Ausure.

## Cancellation and amendments

We cannot cancel a contract of insurance without written instructions from a person(s) who is authorised to represent each of the parties who are named as insureds in the contract of insurance. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If a contract of insurance is cancelled before expiry of the period of insurance, we may charge a fee to arrange a cancellation. We will also retain any broker fees charged on the policy and we may also charge a cancellation fee that is equal to the commission component of the return premium provided by the insurer.

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

The commission the Insurer pays to the Licensee will be calculated based on the formula below:

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

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

**Y %** = the percentage commission paid to the Licensee by the Insurer.

**X** = the Licensee's commission. The Licensee's commission varies between 0 and 30%.



We may also charge you a broker fee in addition to commission when you enter into an insurance policy. The amount of the fee will depend on the complexity of the services we are providing. The amount of any broker fee charged will be shown on your invoice.

The Licensee deducts a management fee of between 0% and 22.5% from the total commission and broker fee received and pays the remainder of the broker fee and commission to us.

Our employees that will assist you with your insurance needs will be paid a market salary and may also receive a performance bonus based on both the value and quality of the work they do for our clients.

Where a third party has referred you to us, we may share part of our fees/commission with them or pay an agreed referral rate. If we do, we will pay commissions to those people out of the commission and fees passed to us by the Licensee (not in addition to those amounts), in the range of 0 to 50% of our commission or fees.

If we give you (as a Retail client) 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 third party referrer) will receive in relation to the policies that are the subject of the advice as soon as practicable after that time.

**Referrals:** If a third party has referred you to us, we may pay the referrer a percentage of our total commission and fees for doing so. That payment will be out of our commission and fees and not in addition to those amounts.

**Employees** at Ausure and employees in Authorised Representative offices are generally paid a market salary, but may receive a bonus payment for meeting sales targets or making referrals.

Commission and fees are earned for the policy period and we are entitled to retain all commission and fees for policies placed by us on your behalf. When you do business with us, you agree to us retaining such amounts. If your policy is cancelled for any reason during the period, we may retain any commission paid by the insurer and/or any fee we have charged you.

Be aware that some insurers do not refund premiums or, if the policy is cancelled effectively prior to the expiry date, they may charge a cancellation fee or apply short term rates. Therefore, you should consult us about associated costs before you make your decision.

If we give 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 subject to the advice.

**Premium Funding:** If we refer you to a premium funding company and facilitate a funding agreement, we may receive commission up to 4% of the amount of premium funded. We may also charge you a fee for that service. When we arrange premium funding, you can ask us what commission is paid to Ausure compared to the other arrangements that were available to you. The amount of commission and any fee that we charge will be set out in the premium funding contract. In addition to the above, Ausure may receive other types of income from premium funders, insurers or underwriting agencies ranging from 0.5% -1 .5% including:

- Profit commissions or profit shares paid by insurers on certain classes of business.
- Over-riding commissions or administrative service fees or expense reimbursements for some services we provide to insurers as part of distributing their products.

When requested or legally obliged, we will endeavour to calculate and disclose the amount or reasonable estimate of any additional income which we may receive. This also applies to any non-monetary benefit we may receive such as gifts, entertainment or other incidentals where it could influence the service we provide you. Please see the next section about associations and relationships, and contact us if you have any questions about our remuneration,

associations or relationships. Enhancing our services with associations and relationships in all business dealings, conflicts of interest can arise. We have efficient procedures to handle such situations to ensure your protection. In this FSG and at certain other times, we will tell you about those that are capable of influencing our services so that you can make an informed decision before you proceed.

As a Steadfast Network Broker, Ausure has 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). Please also see the section above for information about Premium Funding which can also be arranged as part of the steadfast membership.

**Fortem Underwriting:** Fortem Underwriting Pty Ltd - Ausure has entered into an agreement with Fortem Underwriting Pty Ltd to provide new products and services to our clients which will be underwritten by the Hollard Insurance Company Limited, Fortem Underwriting Pty Ltd is 100% owned by Ausure Pty Ltd.

### Other important information to assist you

**Cooling Off Period:** Retail Clients may be entitled to a minimum 14-day cooling-off period from the date cover commences during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted). This is subject to the requirements of the Corporations Act 2001 and the terms and conditions of your policy. This does not affect any other cancellation rights you may have under your policy.

**Your Duty of Disclosure:** The Insurance Contracts Act 1984 requires insurance companies to provide certain information to those intending to insure with them. In general terms, the information to be provided is as follows:

"Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of the insurance, and if so on what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty, however, does not require disclosure of matter:

- that diminishes the risk to be undertaken by the Insurer,
- that is of common knowledge,
- that your Insurer knows or, in the ordinary course of his business, ought to know,
- as to which compliance with your duty is waived by the Insurer.

**Non-disclosure:** If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the contract from its beginning."

Some examples (by no means exhaustive) of matters that could be considered of importance in relation to your duty of disclosure are as follows: matters relating to physical risk including alteration of risk; new or changed business activities or locations; past losses or claims; refusal, cancellation or increased premiums by insurers; fines or penalties; criminal convictions; insolvency or bankruptcy matters. Your disclosure requirement may not be limited to specific questions in any application form or questionnaire, or matters applying to you alone. It may also include other matters such as past business or private insurance and may apply to all persons and entities to be insured under the policy.

## Professional Indemnity Insurance and compensation

Ausure has a Professional Indemnity Insurance policies in place. The policy adequately covers Ausure and certain authorised representatives for claims made against them by clients as a result of their conduct in the provision of financial services. Other authorised representatives maintain separate Professional Indemnity Insurance. Ausure has taken careful and reasonable steps to ensure that all policies are current and satisfy the requirements under section 912B of the Corporations Act 2001 (Cth) for compensation arrangements. And furthermore, subject to policy terms and conditions, the policies cover claims relating to the conduct of former employees and representatives who no longer work or act for Ausure.

## Ensuring your satisfaction – what to do if you 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 provided to you, please address your enquiry or complaint to the Authorised Representative providing the service. If the Authorised Representative is not able to resolve the issue immediately or within five (5) days, it will be referred to the Ausure Complaints Manager, who will review the complaint and advise you in writing of the expected time for resolution and other important details in accordance with Ausure's Complaints Policy. You can also refer your enquiry or complaint to the Ausure Complaints Manager at any time using the Ausure contact details noted in this FSG or by sending an email to [compliance@ausure.com.au](mailto:compliance@ausure.com.au)

More complex complaints may take 45 days to resolve. If you are not satisfied with our final 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 (free call)<sup>1</sup>

**Mail:** Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA websites to find out if or when the time limit relevant to your circumstances expires.

Ausure is a member of National Insurance Brokers Association of Australia ("NIBA") and strives to always comply with the Insurance Brokers Code of Practice. You can download a copy of the Code from [www.niba.com.au](http://www.niba.com.au) or from the Ausure website.