

Guardian Underwriting Services Pty Ltd

ABN 21 051 930105 AFS Licence No 255319



Financial Services Guide (“FSG”)

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This Financial Services Guide (“FSG”) contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance and financial services including how any complaints you may have will be dealt with. Guardian Underwriting Services (“Guardian”) are licensed as a General Insurance Broker (AFS Licence Number 255319) to deal in, and advise on, general insurance products for wholesale and retail clients. This FSG is designed to assist you in deciding whether to use our services.

If we provide you with advice about your personal circumstances, we will also give you an Advice Summary, which confirms the advice we have given and explains our fees for arranging the insurance we have recommended. If we recommend a particular insurance product to you, or you ask us to arrange insurance, we will also provide you with a Product Disclosure Statement containing information about the policy.



WHO DO WE ACT FOR WHEN PROVIDING THE FINANCIAL SERVICE?

We will usually provide financial services on your behalf. In some circumstances, we may act as agent of the insurer and not for you. These circumstances arise where we have an authority to effect an insurance policy under a binder agreement with the insurer. This means we can enter into the contract on the insurer's behalf. However any advice we provide to you is given on their 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. The way we are remunerated will depend on the advice and level of service being provided. These arrangements are described in more detail below, and you can request further information on this matter if you wish.

PLACING YOUR INSURANCE

We receive remuneration for placing your insurance. This remuneration may consist of a fee, a commission paid to us by the insurer, or a combination of both. Our total remuneration will vary depending on the product we arrange but is in the range of 15% to 40% of the premium. Where we charge you a fee, it will be calculated as 0 to 40% of the premium quoted to you. This fee is payable in addition to the premium. Where we receive commission, it will be an amount calculated as 0 to 25% of the premium. The commission is included in the premium quoted to you. In all instances our total remuneration (i.e. from the commission paid by the insurer, our fee, or both) will not exceed 40% of the premium.

FIRE SERVICE LEVY ("FSL")

Certain insurance categories attract a Government charge, FSL, which is incorporated into the premium. The amount required to be remitted is determined upon the percentage of premium compared to the premium of all other Insurers. The actual percentage is not known at the time of policy issue and is actuarially calculated at a later date. Guardian therefore charges a FSL based on Government promulgated rates. We will not ask you to pay any extra to us due to these variations, nor will we refund residual funds to you. Guardian may take into account these over or under payments in respect to future remittances and reserves the right to recover management costs for dealing with the FSL out of any residual funds.

PROFIT SHARE COMMISSION

We have entered into an Intermediary Profit Share (IPS) agreement with the insurers of our binding facilities. Provided that we meet certain criteria, including profitability, we will receive additional commission by way of a share of the profit we generate for those insurers. This will be a payment from these insurers based on:

- the profit that they earn on certain business; and/or
- the volume of certain business we provide to them, within an agreed period (usually 12 months). We may be paid a percentage of the profit on our portfolio or an agreed amount. This will depend on the level of profit achieved. If there is no profit, we will not receive any additional payment.

TERMS OF PAYMENT - INVOICES

Where we invoice you for the premium, statutory charges (e.g. stamp duty, GST, fire services levy, etc) and our fees for arranging your insurances, you must pay us before the commencement of the contract of insurance. If you do not pay the premium on time, the insurer may 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. Where a new policy or endorsement to an existing policy has been arranged by us, our fees will usually be payable notwithstanding a subsequent decision by you not to proceed with that cover.



COMPLAINTS AND DISPUTES

If you are not fully satisfied with our services, and you are unable to resolve the matter satisfactorily with your adviser, please contact our internal disputes officer, Mr Alan Mackay, who is responsible for handling complaints and disputes. We will acknowledge your complaint in writing and endeavour to resolve your problem within 15 days. We are a member of the Financial Ombudsman Service ("FOS"). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to FOS. FOS can be contacted at Level 5, 31 Queen St, Melbourne VIC 3000 on 1300 780 808, fax 03 9613 6399, e-mail info@fos.org.au or www.fos.org.au. All complaints and disputes concerning insurer's decisions about coverage or claims on Insurance Policies or Policies arranged under Binding Authorities have their own dispute resolution procedures which can be found in the appropriate Policy Wording or Product Disclosure Statement.

PROFESSIONAL INDEMNITY INSURANCE

Guardian Underwriting Services Pty Ltd is covered under Professional Indemnity Insurance which we believe meets the requirements of Section 912B of the Corporations Act. The insurance (subject to its terms and conditions) will continue to cover claims relating to employees who no longer work for us (but did at the time of the conduct).

CONFLICTS OF INTEREST

We are obliged to disclose all aspects of our business in which actual, apparent, potential or perceived conflicts of interest may arise to promote the following primary outcomes:

- confident and informed decision making by consumers;
- fairness, honesty and professionalism by those who provide financial services; and
- fair, orderly and transparent markets for financial products.

PREMIUM FUNDING

Guardian Underwriting Services Pty Ltd has a facility with Hunter Premium Funding Ltd to provide our clients with financing of insurance premiums over an extended period. Where we recommend or arrange premium funding for you with Hunter Premium Funding, we will be remunerated. The remuneration Hunter Premium Funding pays us is in consideration for referring this business to them and for the document preparation and information transfer. We will not recommend premium funding for you unless we consider it is appropriate for your circumstances.

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, ask us for a copy.

Guardian Underwriting Services Pty Ltd has always protected the privacy of personal information of our valued clients. The standards to which we handle this personal information have now been set by the Privacy Act and the National Privacy Principles (NPP), which came into effect on 21st December 2001. All Staff, Broker Representatives, Agents and Contractors have agreed to hold all information in confidence and not use it for any purpose except to carry out the service they are providing. We do not sell or share names, addresses or any other information with third parties, except to the extent necessary to complete our obligations as Insurance Brokers or as stated in this document.

HOW & WHY DO WE REQUIRE YOUR PERSONAL INFORMATION

We collect information either directly from the relevant individuals or in some cases, from third parties. They may provide information for someone else requiring the benefit of the services that we offer, such as a nominated driver, director or officer or other staff member. The information is collected to allow us to provide our insurance broking services including to arrange and place insurance cover, assess and underwrite risks, properly administer your claims, and source and facilitate finance.



DISCLOSURE OF YOUR PERSONAL INFORMATION TO THIRD PARTIES

As we have a duty to maintain the confidentiality of our clients affairs, we only disclose information to third parties who we believe are necessary to assist us in providing, managing and administering the services we provide and products we are involved with. These third parties are also required to abide by the National Privacy Principles and use the personal information only for the services that they supply.

WHAT WE EXPECT OF YOU

Guardian aim to ensure that your personal information is up to date and accurate. Please contact us if:

- You need to seek access to, or revise your personal information
- You feel that the information we currently have on record is incorrect or incomplete.

TRANSFER OF INFORMATION OVERSEAS

We may transfer your personal information overseas where it is necessary to provide our service. Some insurers or re-insurers are based overseas and we need to provide your personal information to them to arrange your cover.

OPTING OUT

We regularly distribute to our clients information about our products & services, such as newsletters, which we believe may be of interest to you. If you do not wish to receive this additional information, please contact our office.

HOW TO CONTACT US

If you wish to gain access to your personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used, or any other matter relating to our Privacy Policy, you can speak to any of our staff, who will do their best to try to resolve your issue as simply as possible.

YOUR RIGHTS AND OUR OBLIGATIONS

Details of your rights and our obligations under the Privacy Act and the National Privacy Principals, are contained in the General Insurance Code of Practice which can be accessed at www.codeofpractice.com.au.