



## Financial Services Guide

The Financial Services covered by this Financial Services Guide are provided by:

Western United Financial Services Pty Ltd.

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Our ABN number is 54 099 067 517 and our Australian Financial Service License No. is 244620.

*This guide is designed to assist you in deciding whether to use the financial services offered by us. It contains important information about:*

- *the services we offer you*
- *how we and our associates are paid*
- *any potential conflict of interest we may have and how we manage them*
- *our internal and external dispute resolution procedures and how you can access them*

***It is an important document. Please read it carefully and keep it in a safe place.***

*If you are a **retail** client and we give you personal advice we will provide you with a Statement of Advice (where required by law) or a record of our advice. These will contain our advice, the basis of our advice, and information on any remuneration, associations or other interests, which might reasonably have influenced us in giving our advice.*

*If you are a **retail** client and we arrange an insurance policy for you, or if we recommend you buy a particular insurance policy, we will give you a Product Disclosure Statement when required. It is prepared by the insurer and is designed to give you important information on the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. It may be more than one document.*

### **A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS**

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#### **1. What kinds of services can we provide?**

##### **Our various roles**

We are an Australian Financial Services Licensee and are 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 tell you if this is the case as this means we do not act for you when we provide the service.

##### **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.

##### **Providing advice to you**

There are two types of advice service we provide and it is important to understand the difference:

- *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. For example, in some cases we may only provide personal advice on which of a selected list of products is appropriate for you. Before we provide any personal advice we will need to undertake a needs analysis so we can provide you with appropriate advice.
- *General advice* – this is where we provide a general recommendation or opinion to you on a general insurance product which is not based on our consideration of your personal needs. We tell you when this is the case because if general advice is given you need to consider if the general advice and any relevant product is right for your circumstances as we have not done this for you.

In some cases where we arrange more than one policy for you we may provide personal advice for one policy and general advice for another. We tell you when this is the case.

##### **Claims Assistance**

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.

##### **Premium Funding**

In some cases insurers may offer payment by instalments. In other cases they 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.

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We and Austbrokers Holdings Limited (ABN 60 000 000 715) have preferred supplier arrangements with Pacific Premium Funding Pty Limited ("Pacific") for the arrangement of premium funding. In arranging premium funding with Pacific, or any other premium funder which we may use from time to time, we do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

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 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.

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**2. What information do we maintain about you and how can you access it?**

We maintain a record of your personal profile. That record contains information about insurance policies that we have arranged for you. The record may also contain details of your objectives, financial situation and needs collected for the purpose of giving you personal advice. We also maintain records of any recommendations made to you.

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 located on our website [www.westernunited.com.au](http://www.westernunited.com.au)

If you would prefer to have a copy mailed to you please ask us.

If you wish to access your file, please ask us.

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**3. How can you give us instructions?**

You need to give us instructions in writing by letter or fax or by another method agreed by us. We will tell you what is possible when you contact us.

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**4. 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 or arranging insurance we can be remunerated in a number of ways. They can vary according to the service you require and/or our arrangements with the relevant insurer or their representative.

We are remunerated by:

- Commission from the insurer.
- Fees we charge you.
- In limited cases we may also receive remuneration from an insurer based on the profitability or volume of the business we place with them.
- "Fee Only – No Commission.
- A combination of the above. For example, in some cases we may be remunerated by commission for the arrangement of some products and "fee only – no commission" for other products or services we provide.

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 (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies). The rate ranges between 5% and 25% excluding GST. Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type. In some cases the rate may be higher because of the role we play in performing certain distribution functions the insurer would otherwise have to perform.

The commission rate does not represent our profit margin as it also reimburses us for administrative and other expenses we incur in providing our 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.

By way of example, if you buy a policy and the base premium is \$500 and our commission is 10% excluding GST, we receive \$50 plus \$5 GST on this amount from the insurer.

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 the amount of any remuneration (including commission) or other benefits we or others persons receive that might reasonably be expected to be, or have been capable of influencing us in providing the advice, or if the amount is not known, the manner of calculation for each financial product in the Statement of Advice or our Record of Advice.

Where we don't provide you with personal advice as a retail client you can ask us to give you more particulars of our remuneration (including commission) or other benefits within a reasonable period after receiving this FSG and before we provide you with the financial service to which this FSG relates, unless we agree otherwise.

If we act on your behalf and you cancel a policy and obtain a refund of premium you agree that we can keep our commission. You also agree that any fees we may have charged will not be refunded. If we didn't do this we would not be properly paid for the services provided by us to you.

**Other remuneration arrangements we have with insurers**

Under an agreement between us and QBE Insurance (Australia) Limited trading as QBE Commercial they will pay us an extra 5% commission on top of the normal commission rate for any of their products that we arrange (excluding Workers' Compensation, Marine, Professional Indemnity and Directors' & Officers Liability insurance). The extra commission is calculated and received on a monthly basis.

See below for soft dollar benefits we may receive from insurers and our policy on this.

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We are also a member of the Austbrokers Group of insurance brokers.

Austbroker Holdings Limited (ABN 60 000 000 715) (AHL) and IBNA Limited (ABN 43 086 563 055) (IBNA) are joint owners of A & I Member Services (AIMS) a company that provides marketing, distribution and training services to members of Austbrokers and IBNA Group. Some insurers pay a commission to AIMS on selected products arranged by Austbrokers member insurance brokers and IBNA members which is an agreed percentage of the base premium (before government fees or changes). Different insurers may pay different commission rates to AIMS.

This money funds the provision of AIMS services to Austbrokers and IBNA members. We, other Austbrokers members and IBNA members benefit from this support and it helps ensure we can continue to provide you with our extensive range of services. Austbrokers and IBNA members may also be entitled to share in any excess of the commission received by AIMS in any one annual period (if any) after deduction of all relevant AIMS costs and expenses in providing its services in that period.

#### **Fees Paid by You**

We may also charge you a Broker Fee in addition to commission when you enter into an insurance policy. Our standard fee's vary depending on the complexity and size of the policy but start from \$99.00 upwards for each new policy and \$55.00 and upwards per alteration to your policy including GST unless otherwise notified before we provide our service.

The fee is noted in the invoice we send you. It is not refundable, unless you exercise your cooling off right (see below).

In some cases we may specifically agree in writing before providing certain services to charge for these services on a "Fee only – no commission" basis. The fee will either be an administrative fee, a pre agreed rate for the time we spend providing the service, a pre agreed set amount for specific services or on some other basis agreed with you before we provide the service. It is payable after we have provided the service or at such earlier time we agree with you in writing. The fee is noted in the invoice we send to you. It is not refundable.

#### **Where we act for the insurer**

Where we act for the insurer, not you we receive commission from the insurer as our principal and may also charge you an administration fee. The amount of the fee will vary depending on the complexity and type of services that we provide you with. We will tell you how much the fee is before we provide you with the service. It is payable when you buy the policy or at such earlier time we agree with you in writing. The fee is noted in the invoice we send you, is exclusive of GST and is not refundable.

#### **Where there is a referral**

Where a third party has referred you to us, we may pay them an agreed amount for the referral. The amount ranges between 10% - 20% of our commission and will vary depending on both the role of the referrer and the insurance business concerned. 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 for doing this unless we tell you we aren't. The amount ranges between 1% - 3% of our commission depending on both our role and the business concerned.

This amount will be paid after we provide services to you / after we have arranged insurance for you. In making any referral we do not advise or represent that their 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 they provide.

#### **Our staff's remuneration**

Our staff receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain soft dollar benefits described further below.

#### **Receipt of Soft dollar benefits policy**

From time to time we and our representatives may also receive what are commonly referred to as "soft dollar benefits" from product issuers and other financial service providers we deal with.

These can include entertainment (e.g. lunches, sporting events, movies etc), conferences (e.g. attendance at a product issuer conference or sponsorship of our Austbroker Group Annual conference by a product issuer), accommodation and travel, business tools (e.g. software); gifts (e.g. product issuer or service provider branded promotional and other occasional small gifts such as bottles or wine or hampers on special occasions etc).

These benefits are provided by a wide range of product issuers and service providers. In most cases they relate to our development of an understanding of the product issuer and service provider and their product ranges and practices etc. Ultimately, this assists us in better servicing and representing you.

Our policy is that any of the above received by us or our representatives that exceed \$300 per item in estimated value are potentially material.

This means that they must be disclosed to our Conflicts Manager in writing. The Manager determines if appropriate procedures are in place to manage or avoid any potential conflict of interest which might arise. They only approve benefits where this is the case and retain a record of this which you access on request.

The above restriction does not apply to conferences or functions, the principal purpose of which is professional development and where the right to attend is not based on volume.

#### **Premium Funding**

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission of between 1% and 3% excluding GST of the amount funded. The amount of commission varies depending on our arrangement with the premium funder we refer to you. In some cases we have a profit share arrangement with the premium funder where we receive a percentage of any profit the premium funder makes on the funds loaned by persons we refer to them. We may receive soft dollar benefits from them too.

If you use Pacific, we receive (a) a commission which is a percentage of the amount of funding provided to you; (b) a payment based on a percentage of all loans arranged each month; (c) a payment based on a percentage of certain fees and interest received by Pacific on the total amount of outstanding loans less certain expenses; and (d) a proportion of certain upfront payments received by Austbrokers Holdings Limited from Pacific based on the value of the loans arranged with Pacific in an agreed period when compared with those arranged by other Austbrokers members.

We are owned partly by Austbrokers Holdings Limited and benefit from any profit made by this entity due to this arrangement.

If you need more information or explanation of the above, please ask us.

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**5. 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.

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**6. How do we manage Conflict of Interests?**

We take any potential conflicts of interest seriously and have a Conflict of Interest Policy which we and our representatives must comply with and you can access by contacting us. Compliance is audited on a regular basis. Conflicts of interest are circumstances where some or all of your interests as our client, are or may be inconsistent with, or diverge from, some or all of our interests.

Our procedures and training are all designed to properly manage any conflict of interest and it is important to note that we have legal duties we owe you when we act as your professional adviser. We treat these very seriously.

A key conflict faced when we act on your behalf is where we receive benefits from someone other than you – this can potentially influence us to act in their or our interests rather than yours. Where we arrange a policy an insurer can pay us commission (see above for details). It is the major form of insurance broker remuneration and can create a potential conflict of interest because it may be in our interest to recommend the product issuer or service provider that pays us the most because it increases our remuneration. This may not be in your interest in certain circumstances.

We have a number of procedures in place to manage this potential conflict of interest. For example we tell you about this remuneration arrangement in this Guide and you can ask for more detailed information if you need it before you proceed. Where we provide personal advice we have a legal duty as a professional to put your interests ahead of our own and can only provide you with advice that is appropriate to you. If we can't provide such advice we will tell you. The Statement of Advice and/or Record of Advice we give you containing the personal advice also confirms the remuneration received. We and our representatives are trained in this important duty and compliance with it is monitored regularly.

If you have any questions make sure you ask us.

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**7. 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 return the policy. Details of your cooling off rights will be included in the relevant Product Disclosure Document.

In some cases an insurer can deduct certain amounts from any refund.

Ask us if you do not understand the right.

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**8. Other terms of our Service  
Important Information about your insurance**

You must read the Important Information about your insurance document we give you (tell us if you have not received it) and ask us if you have any questions or do not understand anything we have set out in that document. It will help you understand some important matters about your insurance.

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**9. Misstatement of Premium**

We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

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**10. Professional Indemnity insurance arrangements**

We and our representatives are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) will continue to cover claims in relation to our representatives/employees who no longer work for us (but who did at the time of the relevant conduct).

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**11. What should I do if I have a complaint?**

If you have any complaints about the service provided to you, you should take the following steps.

1. Contact us and tell us about your complaint.
  2. If your complaint is not satisfactorily resolved within 24 hours, please contact the Complaints Officer, Angela Samulkiewicz on telephone number (08) 9221 2022 or put your complaint in writing and send it to the Complaints Officer at: Western United Financial Services Pty Ltd Level 6, 8 St Georges Terrace, Perth WA 6000  
  
Please mark the envelope "Notice of Complaint". We will try and resolve your complaint quickly and fairly.
  3. If the complaint can't be resolved to your satisfaction within 20 business days, you have the right to refer the matter to the Financial Ombudsman Services (FOS). We will provide you with further details about FOS upon lodging your dispute with us, or at any time upon your request.
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**12. Do we have any relationships with issuers or related bodies corporate that might influence our service or advice?**

We are members of the Austbrokers group of Insurance brokers.

In some cases we may refer you to or advise you use the services of our related body corporates. They may act as agent of the insurer and 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's performance. Please refer to our remuneration section for the normal benefits we can receive under such arrangements.

If you have any further questions about this financial services guide please contact us on phone number (08) 9221 2022.

**Retain this document for your reference and any future dealings with Western United Financial Services Pty Ltd.**

**08 March 2010**