

Financial Services Guide

The Financial Services covered by this Financial Services Guide (FSG) are provided by:

Bruce Park Pty Ltd T/as Fergusons Financial Services
39B Davey Street
Frankston 3199
VIC

Our ABN number is 95 096 954 406, and our Financial Services License No. is 240819.

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

- The services we can offer you
- How we and our associates are remunerated
- How we manage conflicts of interest
- Our internal and external dispute resolution procedures and how you can access them.

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

We subscribe to the National Insurance Broker (NIB) Code of Practice administered by the Financial Ombudsman Service (FOS).

If you are a retail client and we agree to give you personal advice we will provide you with a Statement of Advice or other information required by law. Any Statement of Advice we provide will set out 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

What 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 application, acquisition, 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.

Where we provide you with personal advice on Sickness and Accident products we will give you a Statement of Advice except in limited circumstance where we are giving you further advice and your relevant personal circumstances or the basis of the advice are not significantly different from those set out in the previous advice.

In such cases you can ask us to give you a record of the further advice for up to seven years after the advice is provided by contacting us using any method set out in this FSG.

For all other general insurance products, we will provide you with a document setting out our advice, the details of our remuneration (including commission) and information on any associations or other interests which might reasonably have influenced us in giving our 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 for another. We tell you when this is the case.

Acting for Insurers

In some circumstances we may have an agreement with an Insurer or their representative to arrange insurance policies on their behalf and not on your behalf. This means that we act for and in the interest of the Insurer as our principal in providing the services, not yours.

If we are given a "binding authority" from the Insurer, this means we can enter into insurance policies and/or handle or settle claims on their behalf without reference to them, provided it is within the authority they have given us. We will tell you when we act for the Insurer and not for you.

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 reasonable practicable.

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.

How can you give us instructions ?

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

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. Our Privacy policy is included as the last Section of this Financial Services Guide.

If you wish to access your file please ask 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 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 only, remuneration from an Insurer based on the profitability or volume of the business we place with them; or
- a combination of the above.

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). Different Insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type.

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.

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. If we didn't do this we would not be properly paid for the services we provide to you.

Other remuneration arrangements we have with Insurers

We are participants in the Zurich Australian Insurance Limited (ABN 13 000 296 640) Zenith arrangement which includes a profit share component.

Profit is determined by comparing the premium earned with the claims experience of our total Zurich motor and asset portfolio. If there is a profit, we receive a percentage of this amount from Zurich which is calculated and received on an annual basis. It is possible that the underwriting profit of policies arranged by us will not reach the required amount in which case we would receive no profit share.

As part of the program, we are entitled to \$5000 annually from Zurich that must be spent on training and development initiatives.

We are also members of the Austbrokers Group of insurance brokers.

Austbrokers Holdings Limited (ABN 60 000 000 715) (AHL) and IBNA Limited (ABN 43 086 563 055) (IBNA) are joint owners of A & I Members Services (AIMS) a company that provides marketing, distribution and training services to members of Austbrokers and IBNA Groups. 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 charges). 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.

We have an agreement with the QBE Intermediary Distribution division of QBE Insurance (Australia) Limited (ABN 78 003 191 035) (QBE) under which we may receive annually, an agreed percentage of any nett profit (excluding GST and as determined by QBE), for all policies placed by us with them in the previous year.

If you have any queries or want more information regarding our remuneration please do not hesitate to contact us.

Fees Paid by You

Unless we specifically agree in writing before providing our services to charge on a “Fee Only – no commission” basis, the Fees will be paid in addition to any commission we receive.

We may charge you:

- a Broker Fee – this is an administration fee payable when you enter into an insurance policy;
- a pre-agreed set amount for specific services;
- an amount based on a pre-agreed rate for the time we spend providing the service; or
- on some other basis agreed with you before we provide the service.

All fees are payable after we have provided the service or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fees are not refundable.

Where we act for the Insurer

Where we act for an 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.

The fee is payable when you buy the policy or at such earlier time as we agree with you in writing. It is noted in the invoice we send you and is not refundable.

Where there is a referral

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration or an agreed amount for the referral as a commission or fee. This amount will be paid after we have arranged insurance for you. 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 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, premium funders 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 Austbrokers 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 of wine or hampers on special occasions, etc).

These benefits are provided by a wide range of product issuers, premium funders 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 or transaction in estimated value are potentially material.

This means 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 can 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 sales volumes.

If we provide you with personal advice we may provide you with more details about the soft dollar benefits that we receive in the documentation we will provide you with.

If we do not provide you with personal advice, we will provide you with further details at your request.

Premium Funding

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 and Austbrokers Holdings Limited (ABN 60 000 000 715), have a preferred supplier arrangement with Pacific Premium Funding Pty Ltd ("Pacific") for the arrangement of premium funding. 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 50% owned by Austbrokers Holdings Limited and benefit from any profit made by this entity due to this arrangement.

In arranging premium funding with Pacific or any other premium funder, we do not provide personal advice or represent that any of the premium 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.

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

Further information about our remuneration

If we provide you with personal advice, 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 we receive (including commission) for each financial product to which the personal advice relates; or
- if the amount is not known the manner of calculation.

This detail will also be advised to you in the personal advice documentation that we will provide you with.

If we do not provide you with personal advice, you can ask us to provide you with more detailed particulars of the remuneration we or other persons may receive including details of the range of amounts or rates of remuneration (including commission) that we, or they, may receive.

You must request this information within a reasonable time after this FSG is provided to you and before we provide you with any financial services to which this FSG relates.

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 Insurers. 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.

Do we have any relationships or associations with issuers or related bodies corporate that might influence our service or advice ?

We are a member of the Austbrokers group of insurance brokers.

In some cases we may refer you to or advise you to use the services of one of our related bodies corporate. They may act as an 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 performance. Please refer to our remuneration section for normal benefits we can receive under such arrangements.

We will tell you when we are referring you to a related body corporate.

How do we manage Conflicts of Interest ?

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. If 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 for you. If we can't provide such advice we will tell you. The documentation that we give you if we provide you with 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.

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 are included in the relevant Product Disclosure Statement document.

In some cases an Insurer can deduct certain amounts from any refund. Ask us if you do not understand the right.

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.

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.

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).

Complaints and Disputes

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 our Complaints Officer on telephone number (03) 9783 3200 or put your complaint in writing and send it to the Complaints Officer at: Fergusons Financial Services Pty Ltd, PO Box 1004 Frankston VIC 3199.
3. Please mark the envelope "Notice of Complaint". We will try and resolve your complaint quickly and fairly.
4. If the complaint can't be resolved to your satisfaction within 45 days, you have the right to refer the matter to the Financial Ombudsman Service (FOS). We will provide you with further details about FOS upon lodging your dispute with us, or at any time upon your request.

If you have any further questions about this financial services guide, please contact us on phone number (03) 9783 3200.

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

IMPORTANT PRIVACY NOTICE AND CONSENT

Our Privacy Policy

This statement tells you how Fergusons Financial Services collects, uses and discloses personal information and what we expect of you. "Personal information" is information about and which identifies individuals, including, for example, an individual who is an insured and an individual who may simply be referred to in the application for cover or claim form (such as an employee, director, claimant, witness, etc.).

It is important you read, understand and agree to the following.

What we do

We collect personal information to be able to provide our various services. These include:- insurance broking, claims management, risk management consulting, other forms of insurance services (including underwriting and reinsurance), Life Insurance Products, employee benefits, superannuation, and investment advisory services. Other purposes include:- helping to develop and identify products/services that may interest clients, conducting market or customer satisfaction research, developing, establishing and administering alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services. For more information on our services please contact us.

We disclose personal information to third parties who we believe are necessary to assist us in providing our services. In arranging and managing a person's insurance needs we will usually provide information to Insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, our advisers such as loss adjusters, lawyers and accountants, and others involved in the claims handling process. We also provide it to purchasers of our business and related companies.

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services.

We limit the use and disclosure of any personal information provided by us to such third parties to the specific purpose for which we supplied it (except with our or the individual's consent).

We take reasonable steps to ensure that whenever we collect, use or disclose personal information, it is accurate, complete, and up-to-date.

What we expect of you

When you provide us with personal information about other individuals, we rely on you to have them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties we disclose it to and how they can access it (as described in this document). If it is sensitive information we rely on you to have obtained their consent to the above. **If you have not done either of these things, you must tell us before you provide the relevant information.**

If we give you personal information, you and your representatives must only use it for the purpose we agreed to. Where relevant, you must meet the requirements of the National Privacy Principles set out in the Privacy Act 1988, when collecting, using, disclosing and handling personal information on our behalf.

You must also ensure that your agents, employees and contractors meet the above requirements.

Contacting us or opting out

If we send you any information about services or products, or you do not want us to disclose your personal information to any other organisation (including related bodies corporate) you can opt out by contacting our Privacy Officer. If you would like a copy of our Privacy Policy or would like to seek access to your personal information please contact our Privacy Officer. Should our Privacy Officer not hear from you within thirty (30) days we will presume your acceptance of this statement and our Privacy Policy.