

# FINANCIAL SERVICES GUIDE

Queensland Insurance Brokers Pty Ltd

Trading As

**Queensland Insurance Services**

**ABN 18 057 302 486**

**AFS Licence number – 244118**

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**At Queensland Insurance Services (QIS), we aim to make you feel totally at ease with the services we offer. In doing so we are providing you with this easy-to-understand Financial Services Guide. It is designed to answer your frequently asked questions. If you'd like more information or clarification, please don't hesitate to contact us.**

The Australian Securities and Investments Commission (ASIC) require us to provide retail clients with a Financial Services Guide, before we provide any advisory services.

Our Financial Services Guide is designed to assist you in deciding whether or not to use any of the services offered in the Guide. It contains information about remuneration paid in relation to the services offered and what to do if you have a complaint about our services.

Should you proceed and/or continue to deal with us you may also be provided with other documentation including Statements of Advice, Product Disclosure Documents or other regulated documents.

A Statement of Advice comprehensively details important information about the recommendations we are making to you in relation to the provision of Financial Services.

Where we are recommending a particular financial product, you may also receive a Product Disclosure Statement.

A Product Disclosure Statement contains important information about the financial products being recommended.

Before you commit to accepting any recommendations made to you, you should have been provided with a Statement of Advice and/or a Product Disclosure Statement. There

are some circumstances in which these documents do not need to be provided.

If you have not been provided with these documents, and think that they should have been provided, please contact us on 07 3264 9100 and we shall endeavour to provide them to you.

## Who are we?

Queensland Insurance Services is an Australian Financial Services Licensee under the Corporations Act. We are authorised to arrange and advise on a range of general insurance products.

We are a well-known and established general insurance broker with a reputation for professionalism and a commitment to understanding our client's insurance needs, concerns and issues.

Because we are committed to the professionalism of our industry we are a member of the Council of Queensland Insurance Brokers Inc. ([www.cqib.org.au](http://www.cqib.org.au)) and a shareholder of the Steadfast Group Ltd ([www.steadfast.com.au](http://www.steadfast.com.au)).

## Frequently Asked Questions

In this section key information is provided in answer to the following questions. If you'd like more information or clarification, please don't hesitate to contact us.

### **Before you get our advice**

**Q. Who is responsible for the advice I receive?**

**A.** Queensland Insurance Services will be responsible for the advice provided to you by our representatives.

Our representatives are competent and will work with you to obtain cover appropriate for your needs and/or circumstances.

**Q. What financial services are available to me?**

Queensland Insurance Services can arrange for the issue, variation and cancellation of general insurance.

Essentially, this means that you can contact us for advice or assistance with:

- New business insurance – You should contact us to obtain insurance cover for a risk, property or asset that is not currently insured.
- Renewals – We can ensure continuity of insurance cover.
- Endorsements or Variations – If your circumstances change, we can assist you to review the adequacy of your cover or vary your insurance.
- Claims – We can assist and advise you in the initial management of your claim and liaise with the insurer on your behalf.

The financial product advice we provide to you may either be general, which is non-specific, or personal in that it will consider your personal needs and circumstances. We try to always provide personal financial product advice to our retail clients, but if we can't we'll draw this to your attention.

Depending on your needs and requirements, we can provide different levels of service, for example from general advice on a particular product to personal advice that considers your personal circumstances and objectives.

In order to be able to provide you with recommendations that are appropriate to your personal needs and circumstances, we'll need you to provide us current information about your situation, your objectives and other relevant matters. We'll also need you to fully disclose information about the risks to be insured.

In the event that you are unable or unwilling to do this, or if we don't obtain the required information, we may not be able to help you because we will not be able to make appropriate recommendations. Even if we do

advise you, it is important that you carefully review the appropriateness of our advice before acting on our recommendation. We will clearly warn you if we consider that we do not possess the information we require to provide you with advice.

It is important that you understand your obligation to provide the insurer with all the information they require to make an informed decision about the risk, asset or property you want to insure. To assist them to assess the risk and the appropriate premium, the law requires you to disclose all the information you know, or should know, that is relevant to the insurer's decision whether to provide cover or determine the terms of cover. For example, you should disclose your history of losses or claims.

Your failure to disclose relevant information may void your cover or prejudice any claim so it is important that you are as open and honest as possible.

This duty extends to notifying your insurer of any significant changes that occur during the period of your insurance. We consider it critically important that your insurance is adequate and accurately reflects your circumstances.

Remember that in the event of a claim, if your insurance is inadequate to cover the loss, you may be required to bear a proportion of the loss or claim.

You should also ensure that the insurer is aware of everyone who has an interest in the property or asset to be insured, so that their interests are protected.

If you have any questions about your duty of disclosure you should ask us to assist.

**Q. How will I pay for the services? What commission/ fees do you get, and how is it calculated?**

**A.** We have an open, honest fee structure and are committed to ensuring that you know the cost of any recommendation we may provide to you.

For example, when we place insurance for you, we obtain from your insurer a percentage of the premium you pay. This is generally in the

range of between 0% and 42.5% of the base premium. We will also charge a broker fee, which may vary depending upon the services rendered. For retail products the specific amount of the commission and fee will be disclosed in the Statement of Advice.

For wholesale products the broker fee will be disclosed on our invoice and our commission will be disclosed upon request.

Our staff are paid an annual salary. In some instances our staff receive a percentage of our commission in addition to their salary. Our staff may also receive a performance bonus which is paid at the discretion of our directors where the staff member's performance has been exceptional in terms of meeting our business goals. These payments do not increase the amount you are required to pay for your insurance.

At the end of each year we may receive a profit share commission from various insurers, depending on the performance and profitability of the portfolio we place with those insurers. This commission is only payable if the total business expenses of the insurers (including claims) across the entire portfolio in that year is less than or equal to an agreed percentage of the total premiums charged. Profit share is not payable in every year, only in those years when the claims experience of the portfolio means that total business expenses are low.

When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium.

We are a shareholder of Steadfast Group Limited (Steadfast). Steadfast has exclusive arrangements with some insurers under which Steadfast will receive between 0.5 - 1% commission for each product arranged by us with those insurers. These payments are used to operate Steadfast. Depending on the operating costs of Steadfast (including the costs of member services provided by Steadfast to us and other Steadfast

shareholders) and the amount of total business we place with the participating insurers in any financial year, we may receive a proportion of that commission at the end of each financial year.

As a shareholder of Steadfast we have 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 shareholders for a fee.

Steadfast is a shareholder in Miramar Underwriting Agency Pty Ltd (Miramar). As a shareholder, Steadfast may receive dividends from Miramar. These amounts will indirectly contribute towards the benefits we receive from Steadfast.

You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

The Directors of Queensland Insurance Brokers Pty Ltd are also the Directors of QIS Financial Services Pty Ltd (QISFS). QISFS specialises in life risk and superannuation business. Our staff may refer clients to QISFS.

Two directors of Queensland Insurance Brokers Pty Ltd are also minority shareholders in Queensland Broker Holdings Pty Ltd which is a joint venture partner with Calliden Limited in QUS Pty Ltd (QUS).

QUS is an underwriting agency that provides niche general insurance products to the insurance industry.

Our staff may place business with QUS.

In some circumstances, we may provide a referral payment to a person or organisation, which referred you to us. If this does occur, the referral payment will be clearly disclosed in respect of retail products in your Statement of Advice.

We can also assist you to obtain finance to enable you to pay your premium(s) by instalments. We can arrange premium funding on your behalf or refer you to a premium funder. Please be aware that premium funders

do charge you interest for the service. You should also understand that we may receive a benefit from the funder for arranging the finance. The commission is generally in the range of 0.0% to 5.0% of the amount financed. We will, of course, tell you about the payment and the basis of calculation before arranging the funding. Alternatively you are free to arrange your own premium funding.

Some insurers and service providers give us and our staff other benefits such as corporate gifts/gratuities, invitations to functions or sporting tickets. These benefits may change from year to year. We do not permit any staff member to accept this type of benefit where the value is greater than \$300 in any one year.

### **When you get our advice**

#### **Q. Will the advice I receive be appropriate for me and my circumstances?**

A. To properly consider your insurance needs and objectives, and to deliver recommendations which are designed to satisfy your requirements, we will need to obtain from you key facts as to your business and personal circumstances, such as your financial needs and requirements.

Of course, you have the right not to share this information with us. In this case, we may not be able to advise you, or, if we do, we are required to warn you of the possible consequences.

To determine the appropriateness of the advice provided to you, you should read the warnings carefully as the scope of the advice provided to you will be limited as a consequence of you exercising your right not to disclose all the information sought by us.

#### **Q. What information is maintained in my file, and can I examine it?**

A. We will maintain a record of your personal profile, including details of your insurance objectives and needs and any other information relating to your specific financial situation. We will also maintain records of any recommendations we make.

We are committed to ensuring the privacy and security of your personal information in

accordance with the principles of the Privacy Amendment (Private Sector) Act 2001 (Privacy Act).

You have a general right to examine the relevant contents of your file and you should have been provided with our privacy statement, which details our approach to privacy.

Should you wish to examine your file please ask us and we will make all the necessary arrangements. Further details on our information handling policy can be obtained by contacting our Privacy Officer on 07 3264 9100, or put your request in writing and send it to us at PO Box 349, ALBANY CREEK QLD 4035 or fax it to 07 3264 9111 or email to [qis@qldins.com.au](mailto:qis@qldins.com.au).

#### **Q. What can you do if you are not happy with the insurance policy provided?**

A. Our commitment to providing you with considered advice should ensure that our recommendations are appropriate for your circumstances. However, if you are not satisfied, please note that the legislation regulating advice given in relation to retail products has a minimum 14 day cooling off period. The cooling-off period starts at the earlier of the time of confirmation, or at the end of 5 business days after the product is issued.

This means that if you are not happy with the product, you have 21 days from the time you have received the policy to withdraw from the contract at no cost to you.

If this is the case, please ensure that you inform us of your decision immediately to assist us in appropriately notifying the insurer.

#### **Q. What to do if you need to cancel your policy?**

A. If you wish to cancel your policy, your request must be written and counter signed by all co-insured persons.

#### **Q. If you cancel, what refunds do you receive?**

A. In most cases you will be entitled to a full pro-rata premium refund less any insurer's cancellation fee and our broker fee.

## **If you have any complaints**

### **Q. Who can I talk to if I have a complaint about the advisory services?**

**A.** If you have a complaint about the services provided, you should contact us and tell us about your complaint.

If your complaint is not satisfactorily resolved within three days, please contact our Complaints Officer on 07 3264 9100 or put your complaint in writing and send it to us at PO Box 349, ALBANY CREEK QLD 4035 or fax to 07 3264 9111 or email to [qis@qldins.com.au](mailto:qis@qldins.com.au).

We will endeavour to resolve your complaint quickly and fairly.

If you still don't receive a satisfactory outcome, Queensland Insurance Services is a member of the Financial Ombudsman Service (FOS), an independent dispute resolution service.

You can call FOS from anywhere in Australia on **1300 780 808**, or write to them at: Level 12, 717 Bourke Street, Docklands VIC 3008 (GPO Box 3 Melbourne VIC 3001). FOS can handle complaints against brokers (up to \$100,000) and will generally attempt conciliation before adjudication. Any decision made by FOS is binding on us as a member of the scheme.

### **Q. What arrangements do you have in place to compensate clients for losses?**

**A.** Queensland Insurance Services has a professional indemnity policy (**PI Policy**) in place. Our PI policy covers us and our employees for claims made against us and our employees by clients as a result of the conduct of us or our employees in the provision of financial services.

Our PI policy covers us for claims relating to the conduct of representatives who no longer work for us.

## **Other Important Information**

### **Variations**

You should carefully monitor and review that your insurance contract(s) are adequate to cover your assets or business activities.

If you want to vary any cover, eg by increasing the sum insured or adding other property, please provide us with details of the changes you require and any other information you need to disclose to the insurer.

We will arrange the variation with the insurer and provide you with written confirmation.

### **Sums Insured – Average and Co-Insurance**

Some insurance contracts require you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the amount of the loss. These provisions are called 'average' or 'co-insurance' clauses.

If you do not want to bear a proportion of any loss, when you arrange or renew your contract of insurance, you must ensure that the amount for which you insure is adequate to cover the full potential of any loss. If you insure on a new or old basis, the sum insured must be sufficient to cover the new replacement cost of the property.

### **Interests of other Parties**

Some insurance contracts do not cover the interest in the insured property or risk of any one other than the person named in the contract. Common examples are where property is jointly owned or subject to finance but the contract only names one owner or does not name the financier.

Please tell us about everyone who has an interest in the property insured so that we can ensure that they are noted on the contract of insurance.

### **Waiver of Rights**

Some insurance contracts seek to limit or exclude claims where the insured person has limited their rights to recover a loss from the person who was responsible for it, e.g. by signing an agreement, which disclaims or limits the liability of the other party.

Please tell us about any contracts of this type which you have or propose to enter into.