

Our Financial Services Guide and Commitment to You

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EBM

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This is an important document, please read it carefully and keep it in a safe place. This FSG is designed to assist you in deciding whether to use any of our services. It contains information about the remuneration we receive, our professional indemnity insurance, and how any complaints you may have will be handled. It replaces any previous FSG issued to you by us.

We may give you other documents when providing our services including Product Disclosure Statements. If we recommend a particular insurance product to you, or you ask us to arrange insurance, we may also provide you with a Product Disclosure Statement containing information about the policy.

ABOUT US

Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM) ABN 31 009 179 640 holds Australian Financial Services Licence No 246986 under the Corporations Act 2001 to provide general and life insurance broking services.

EBM is a member of the National Insurance Brokers Association of Australia (NIBA) and subscribes to the Insurance Brokers' Code of Practice.

EBM is Australia's leading privately owned and operated insurance broker. More than 100,000 Australian companies and individuals trust us to negotiate the right insurance cover to safeguard their valuable assets. Our comprehensive service includes tailored products designed to meet the specific requirements of major corporations, small business operators and private households who expect reliable protection and peace of mind.

In the dynamic and complex environment of insurance, EBM provides honest and personal representation for our clients, with the simple objective of achieving appropriate and cost effective insurance cover. We apply our technical skill, professional experience and personal commitment to our clients' requirements leaving them free to get on with their business.

Since EBM's foundation in 1975, we have earned our reputation as a respected industry leader with a fundamental approach to insurance that sets us apart from our competitors. We provide outstanding expertise and professional care that allows our clients to carry on with their businesses and their lives knowing they are carefully protected from the risks they may face.

EBM is innovative, forward thinking and, above all, committed to representing our clients and acting in their interests. We employ some of the most technically experienced operators in the insurance industry who bring with them an intimate understanding of risk, insurance and client requirements in each of their respective industry sectors.

OUR SERVICES

We offer a range of insurance broking and underwriting agency services to assist you in protecting your assets and against liabilities.

These include:

- Arranging and renewing insurance contracts on your behalf;
- Assisting with claims;
- Arranging premium funding; and
- Risk management advice.

We assist our business and corporate clients by advising on insurance appropriate to your needs except in respect of Retail insurance products where we will offer you general advice only. For our private clients, we will not offer advice specific to your needs, but we will offer you general advice on the insurance products available.

For general insurance a Retail client is an individual or a small business which purchases one of the following general insurance products:

- Motor vehicle;
- Home building;
- Home contents;
- Sickness and accident;
- Consumer credit;
- Travel;
- Personal and domestic property; and
- Any other kind of insurance prescribed in the regulations.

A small business is a business employing less than 20 people, or if a manufacturer, less than 100 people.

For general insurance all other clients are Wholesale clients. For life insurance a different test applies. Please contact us for information on whether you are a Retail client or a Wholesale client.

We can arrange all forms of insurance, including life insurance. As an insurance broker we usually provide our services as your agent.

More detailed information about our services appears under the heading 'How We Will Look After Your Insurance Needs'.

IMPORTANT RELATIONSHIPS

- EBM Financial Planning Pty Ltd, RentCover Underwriting Agency Pty Ltd, CoverLink Pty Ltd, Sovereign Finance Pty Ltd and EBM Finance Pty Ltd are related companies of EBM. We may share information between these related companies. We may receive dividends or other revenue from related companies.
- EBM and/or CoverLink and/or RentCover holds binding authority from a number of insurers to issue contracts of insurance. We also have authority to deal with or settle claims on behalf of the insurer in relation to some policies. When we arrange insurance or deal with claims under one of these binders, we will be acting as the agent of the insurer, not as your agent. The insurance that we offer under binders changes from time to time and we will always tell you when we are acting on behalf of the insurer rather than on your behalf. However, any advice we provide to you in relation to this insurance we give as your agent.

OUR NETWORKS

EBM is a founding member of the Asia Australasia Alliance, an affiliation of leading insurance brokers that provides our clients with access to professional insurance solutions across Southeast Asia, China and the Pacific Islands.

In 2015, EBM was appointed as the Australia and New Zealand partner to the prestigious Global Broker Network (GBN). GBN is a leading global insurance network enabling access to more than 5,000 insurance professionals in over 100 countries.



EBM is also a coverholder for a range of insurance solutions offered by Lloyd's of London, this means clients have the flexibility to choose to place their risk with the Lloyd's market.

Locally, EBM is also a founding member of the National Insurance Brokers' Association (NIBA) upholding the highest standards of ethics and professional practice in Australia. A number of our senior executives are Fellows of the Association.

OUR TECHNICAL EXPERTISE

Our people are the foundation of our success. We encourage them to think strategically and creatively; to take views on any type of risk and to use their expertise to find the best solutions. We value their ability to innovate, to interpret our clients' specific requirements and foresee and overcome matters before they become issues.

All of our senior brokers are Qualified Practising Insurance Brokers with decades of experience in the Australian and international markets. Our senior brokers all hold professional accreditations and undertake the ongoing training and professional development required to maintain this qualification.

Areas of Expertise

- Business
- Construction
- Corporate Risk Management
- Injury Management
- Landlords
- Marine
- Mining
- Personal
- Professional Risks
- Rural and Regional
- Trades
- Workers' Compensation
- Financial Planning

WE WORK FOR YOU

At EBM, we strive to put our clients first. It's not something we simply say, it's something we do.

We treat your insurance as if it were our own, we don't wish to see you spending more of your hard-earned dollars than necessary, yet at the same time ensure you are adequately protected.

As a privately owned and operated company, our structure enables us to be agile and responsive. In every decision we make, our focus is very sharply on the best interests of our clients.

From individuals to major corporations and everything in between, thousands of clients trust EBM to help manage their risks, and we've been doing so since 1975.

With in-house services such as Injury Management and Legal Counsel, we know how to add real value.

That's what makes us different.

COMPLAINTS AND DISPUTES

If you are not fully satisfied with our services, please contact our Complaints Manager. We will advise you on how we propose to resolve your complaint within 21 days or such later time agreed with you. For more information about our Complaints Policy visit our website www.ebm.com.au.

If you are still not satisfied, we subscribe to the Financial Ombudsman Service (FOS) which handles complaints against brokers relating to a variety of small business and domestic matters. Until the 31st October 2018, you can refer your complaint to the FOS who will conciliate with a view to seeking a solution that is acceptable to both parties. This is a free consumer service and any decision they make is binding on us but not on you. The FOS is contactable on 1800 367 287 or info@fos.org.au.

From the 1st November 2018, all complaints will need to be referred to the Australian Financial Complaints Authority (AFCA). AFCA can be contacted on 1800 931 678 or www.afca.org.au.

PROFESSIONAL INDEMNITY INSURANCE

EBM has professional indemnity insurance in place which covers us for any errors or mistakes relating to our professional insurance broking and underwriting agency services. This insurance is in accordance with the requirements of the Corporations Act 2001 and meets claims relating to services provided by us, our advisers, authorised representatives and distributors, even after they cease working with us, provided that the insurer is notified of the claim when it arises and this is done within the relevant policy period.

FEES FOR OUR SERVICES

Our Remuneration

We may receive a commission from the insurer with whom we place your insurance. The amount is calculated as a percentage of the premium (excluding taxes and statutory charges) and is included in the premium quoted to you. A portion of this payment relates to back office administration expenses that we pay which would otherwise be incurred by the insurer. We may also charge a broker fee. The amount of any fee we charge depends on the complexity of your insurance needs, the size of your account with us and whether we receive commission from the insurer in relation to the policy you are acquiring. This fee is payable in addition to the premium. We will provide details of the fee before or at the time you enter into an insurance policy. You can ask us for details of our remuneration.

If one of our distributors has assisted you to arrange insurance, the distributor is our representative and acts on your behalf when providing this service. We may pay them a percentage of the commission and fees we earn for the services they provide to you.

Some insurers give us other benefits. These benefits may change from year to year. In addition, from time to time some insurers with whom we arrange a large amount of business pay us a commission based on the performance of the portfolio of business we place with them.

None of the payments we receive from insurers increases the amount you are required to pay for your insurance.

We receive the interest earned on all premium money that we hold on trust pending payment to the insurer.



How Are Our Insurance Brokers Paid?

Our insurance brokers are paid a salary and may receive a bonus based on their performance. If you have been referred to us, we may pay the referrer a part of any fees or commission received. This will not increase the amount you pay us.

HOW WE WILL LOOK AFTER YOUR INSURANCE NEEDS

We may give you other documents when providing our services including Product Disclosure Statements. If we recommend a particular insurance product to you, or you ask us to arrange insurance, we may also provide you with a Product Disclosure Statement containing information about the policy.

You can provide us with instructions in person, by telephone, email, facsimile or in writing. It is important that you provide us with full and accurate information about the risk to be insured otherwise any advice we give you may not be appropriate. If your circumstances change, any recommendations may no longer be appropriate. Please tell us about any changes in your circumstances.

We may use an underwriting agency or wholesale insurance broker to assist in the placement of the insurance for you. If this is the case you will be provided with the details of the underwriting agency or wholesale broker as well as details of the insurer(s). If you have any questions please let us know.

New Business

Contact us as soon as possible if you need cover for a risk or property that is not insured. If you need immediate cover, we can usually obtain an interim contract of insurance (which is generally valid for a month or less). To arrange this, we will need details of the risk to be insured and all other information which you need to disclose to the insurer.

We will then send you a proposal for completion. You will need to complete and sign this and return it to us as soon as possible and before the interim cover expires. We will send the original insurance contract documents to you as soon as they are issued correctly by your insurer. As these are legal documents, you should keep them in a safe place.

Renewals

Your insurers will give us at least 14 days notice of expiry of any insurance contract which we arranged or last renewed for you. Unless you tell us otherwise, we will automatically renew your renewable contracts of insurance to ensure you continue to be covered. We will invoice you for the renewal premium. If you want to change the details of the cover, contact us as soon as you receive the renewal invoice. If you do not wish to renew the contract, you must provide us with written instructions.

If you arranged or renewed insurance directly with an insurer or through another broker or you have appointed another broker, we will not be responsible for notifying you of expiry or arranging renewal of those policies unless we have since been appointed or re-appointed as your broker in respect to them.

Variations

You should regularly monitor and review that your insurance contracts are adequate to cover your assets and potential liabilities.

If you want to vary any cover, e.g. by increasing the sum insured or adding other property, please provide us with details of the changes you require and any other information that needs to be disclosed to the insurer. We will arrange the variation with the insurer and provide you with written confirmation.

Claims

We will receive your claims notifications, assist and advise you regarding the scope of cover and pass the information to the insurer.

If a loss adjuster is appointed we shall pass on your contact details and co-ordinate meetings. In the case of a major loss, we can attend meetings with the loss adjuster if you wish us to. We will promptly forward to you all claims documentation, insurance company settlement cheques and other information.

If any claims are outstanding when you terminate our appointment as your insurance broker, we will provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf.

TERMS OF PAYMENT

Invoices

We will invoice you for the premium, statutory charges (e.g. stamp duty, fire/emergency services levy, GST) and any fees we charge for arranging your insurances. You must either arrange premium funding or pay us within 30 days of the date of the invoice. If you do not pay the premium on time, we are obliged to inform the insurer that you have not done so. The insurer then has the right to cancel the contract of insurance, this means that you will not be insured from the date the cancellation takes effect. The insurer may also charge a short term penalty premium for the time on risk.

Credit Card Fees

If you pay by credit card we may charge you a non refundable credit card fee. This fee reimburses us for the bank charges, extra charges/costs and internal time generated for credit card use.

Premium Funding

Premium funding products enable you to pay your premiums by instalments. Whilst funders charge commercial interest rates, they do not usually require any security other than taking a power of attorney over the policy which gives them the right to request cancellation of the policies they are funding. Premium funding can free up capital for use in developing your business.

We can assist in arranging premium funding on your behalf if you require it. We may earn income from the premium funder for doing so. Please note that our policy for refunds following cancellation of a policy applies to any policies cancelled as a result of a premium funding default.



Cancellations and Return Premiums

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.

Insurers cancelling policies governed by the Insurance Contracts Act 1984 are required to give notice which is effective at 4pm on the third business day, after the day, on which the notice is given.

If a contract of insurance is cancelled before expiry of the period of insurance and/or a return premium is due to you, we will refund the net premium we receive from your insurer – the insurer will usually refund an amount pro-rated according to the time on risk. We will not refund our fees or commission applicable to the refunded premium.

We may set off monies owed to you as return premiums against monies owed by you.

IMPORTANT INFORMATION

Duty of Disclosure

In order to make an informed assessment of the risk and calculate the appropriate premium, your insurer needs information about the risk you are asking them to insure.

For this reason, before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 to disclose to your insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk and, if so, on what terms.

The duty also applies when you renew, extend, vary or reinstate a contract of insurance.

You have this duty until the Insurer agrees to insure you.

You do not have to disclose anything that:

- Reduces the risk to be undertaken by the insurer;
- Is common knowledge;
- Your insurer knows, or in the ordinary course of its business, ought to know; or
- Where the insurer has waived your obligation to disclose.

Non-Disclosure

If you do not comply with your duty of disclosure, your insurer may be entitled to reduce its liability in respect of a claim or may cancel your contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were not insured at all.

The disclosure required is especially important in matters relating to the physical risk, past claims, cancellations of insurance policies, the imposition of increased premiums etc, and any matters that might affect the acceptance of the risk, such as insolvency or criminal convictions.

Disclosure is not limited to matters applying to you as the insured named in the policy but includes other associates or past businesses or private insurances. As you are responsible for checking that you have made complete disclosure, we suggest that you keep an up to date record of all such matters including all losses and claims.

If you have any questions about whether information needs to be disclosed, please contact us.

Electronic Delivery of Disclosure Notices

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

Change of Risk or Circumstances

It is imperative that you advise us of location changes, new business activities/products and/or any radical departure from your normal form of business. For example, an insurer may well accept an engineering risk but will no longer give cover if a woodworking activity is entered into. In liability insurance, insurers must be aware of the nature of your business changes and, specifically in Products Liability, if your product range changes or you are involved in products not previously advised to insurers. In Personal Accident insurance, changes in occupation or sporting activities could prejudice your cover.

In order to ensure proper protection, please consult with us if you are in any doubt as to whether an insurer should or should not be told of certain changes. We would rather give you the extra service by answering these queries than allow you to take the risk of losing proper indemnity under your insurance policies.

Cooling Off Period

If you decide that you do not need a contract of retail insurance which has been arranged on your behalf, you have 14 days (or longer if the insurer allows it) from the earlier of the date you receive confirmation of the contract and 5 days after the date it was arranged, to change your mind. The insurer must be notified in writing that you wish to return the insurance policy and have the premium repaid. The insurance policy will be terminated from the time the insurer is notified and the premium will be returned. The insurer may retain its reasonable administration and transaction costs and a short term premium.

You cannot return the contract of insurance if it has already expired or if you have made a claim under it.

This cooling off period only applies to Retail clients.



Privacy

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies, underwriting agencies and wholesale insurance brokers that provide insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators).

We may also share your information with related companies of EBM (EBM Financial Planning Pty Ltd, RentCover Underwriting Agency Pty Ltd, CoverLink Pty Ltd, Sovereign Finance Pty Ltd and EBM Finance Pty Ltd).

Your information may be given to an overseas insurer (like Lloyd's of London) or an overseas broker if we are seeking insurance terms from an overseas insurer or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you and if necessary, seek your consent before disclosing your information to them. For further information about our overseas insurers or brokers please contact us.

We may also provide your information to premium funding companies to provide funding quotes and terms to you.

From time to time, we will use your contact details to send you direct marketing communications including offers, updates and newsletters that are relevant to the services we provide. We always give you the option of electing not to receive these communications in the future. You can unsubscribe by notifying us and we will no longer send this information to you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you or assist with claims and you can breach your duty of disclosure.

For more information about how to access the personal information we hold about you, how to have the information corrected and how to complain if you think we have breached privacy legislation, ask us for a copy of EBM's Privacy Policy or visit our website www.ebm.com.au

Interests of Other Parties

Some insurance contracts do not cover the interests in the insured property or risk of anyone other than the person or legal entity 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.

If you require the interest of a party other than the named insured to be noted, you must request this. Most policy conditions will exclude indemnity to other parties (e.g. mortgagees, lessors, principals, etc) unless their interest is properly noted on the policy.

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

Utmost Good Faith

Every contract of insurance is based on 'utmost good faith' requiring each party (i.e. you and the insurer) to act towards the other party in respect of any matter arising under the contract, with the utmost good faith. If you fail to do so you may prejudice any claim.

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 full value of your insured property or exposure. These provisions are called 'average' or 'co-insurance' clauses. The types of policies that usually contain these conditions are those covering property or consequential loss/business interruption.

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 for old basis, the sum insured must be sufficient to cover the new replacement cost of the property.

A simple example of the application of Average/Co-insurance is:

Full Value	\$200,000
Sum Insured	\$100,000

Therefore you are your own insurer for 50%

Fire/Storm damage	\$50,000
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Claim limited to 50% of \$50,000 = \$25,000

Insurer pays	\$25,000
You pay	\$25,000

Hold Harmless – Subrogation – Waiver Clauses

You may prejudice your rights of a claim if, without prior agreement from your insurer, you make any agreement that will prevent the insurer from recovering the loss from a third party. These "hold harmless" clauses are often found in leases, maintenance and supply contracts. Refer all such agreements to us prior to signing to ensure your insurance cover isn't affected. We may recommend you obtain legal advice in some cases.

Standard Covers

The Regulations to the Insurance Contracts Act 1984 set out standard terms for the cover which is provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance.

If an insurer wants to alter these terms or offer less than the minimum amount of insurance, they must clearly inform you in writing that they have done so. They can do this by providing you with a Product Disclosure Statement or a copy of the insurance contract.

Unusual Terms

If an insurer wants to rely on a term in a contract of insurance which is not usually included in contracts that provide similar cover, they must clearly inform you in writing of that term. Again, they may do so by providing you with a copy of the insurance contract.

Our **Purpose** is to act in the best interests of our clients to identify their risks and provide solutions to protect their future.

Our **Vision** is to be the leader in client focused risk solutions and a fulfilling place to work.

Our **Values**: Expertise, Integrity, Respect, Advocacy and Proactivity.



EBM

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New South Wales | Victoria | Queensland | Western Australia | South Australia

Coverholder at Lloyd's | Global Broker Network | Asia Australasia Alliance | National Insurance Brokers Association

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