



# **Financial Services Guide**

Smart Business insurance Pty Ltd



united insurance group

# LACK OF INDEPENDENCE

We are not independent, impartial or unbiased because Our Licensee receives commissions from the underwriters that we place your insurance with. They pay us a percentage of such commissions and retain the balance to operate their business.

# The Purpose of this Guide

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use any of our services and contains important information about:

The services we offer you How we and our associates are paid Any potential conflicts of interest we may have What to do in the event of a complaint



# **RESPONSIBILITY FOR SERVICES PROVIDED**

Smart Business Insurance is a Corporate Authorised Representative (AR No 437328) of United Insurance Group Pty Ltd (UIG), who hold an Australian Financial Services Licence (AFSL 327131) and we are authorised by them to advise and deal in the full spectrum of general insurance products.

Smart Business Insurance staff that provide Financial Services are authorised representatives of UIG. UIG are responsible for the financial services provided to you, or through you to your family members, including the distribution of this FSG. They are required to meet high standards for: staff training, organizational competence, management expertise, financial control and compliance disciplines.

# WHO DO WE ACT FOR

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to access insurance or manage claims where we act as an agent of the insurer. If and when this situation arises we will explain and highlight this to you.



# OUR SERVICES

We offer a range of services to assist you to protect your assets and guard against unexpected liabilities including:

Reviewing and advising on your insurance needs Identifying risk factors to avoid claims Seeking competitive premium quotations

# OUR PRODUCTS

We can advise and arrange a broad range of insurances on your behalf including: Business Insurance Packages, Commercial Property, Construction, Public and Products Liability, Industrial Special Risks, Professional Indemnity Insurance, Management Liability, Cyber Insurance, Marine Transport Insurance, Plant and Heavy Machinery Insurance, Home Building and Contents, Private and Commercial Motor, Strata Insurance, Personal Accident Insurance and Farm Insurance.

# **RETAIL CLIENTS**

Under the Corporations Act 2001 (The Act) Retail Clients are provided with additional protection from other clients. The Act defines Retail Clients as Individuals or a manufacturing business employing less than 100 people or any other business employing less than 20 people and that are purchasing the following types of insurance covers: Motor vehicle, home building, contents, personal and domestic, sickness/accident/travel, consumer credit and other classes as prescribed by regulations. Some of the information in this FSG only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.

# RETAIL CLIENT ISSUES

Typically we only provide General Advice to our Retail Clients. General Advice does not take into account your particular needs and requirements and you should consider the appropriateness of this advice to your circumstances prior to acting upon it. We will provide you with a General Advice Warning in such cases.

If you are a new Retail Client purchasing Personal Accident or Sickness insurance and obtain Personal Advice, that is, advice that takes into account your particular circumstances, we will give you a Statement

of Advice (SOA), that sets out the advice provided and the basis on which the advice is made and our remuneration should you purchase the product.

For existing Retail Clients we may not provide an SOA but rather provide the advice to you orally. In such cases you may request us to provide you with a Record of Advice (via phone or in writing) which we will provide to you within 28 days of such request.

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended polices we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

#### PRODUCT DISCLOSURE STATEMENTS

If we recommend the new purchase of a particular financial product, we will also give you a Product Disclosure Statement at that time, which sets out details specific to that product and the key benefits and risks in purchasing the product.

# ELECTRONIC DELIVERY OF DISCLOSURE NOTICES

Please note that where possible we prefer to provide all correspondence and disclosure notices (including FSG's and PDS's) 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.

#### WHAT WE EXPECT FROM YOU

To enable us to provide the right advice we need you to provide us with complete information about the risk(s) that you face and those that you want to be insured for. You should also tell us about any relevant changes so we may review your insurance accordingly.

#### **UIG'S SOURCES OF INCOME**

When placing your insurance UIG usually receive a commission from the insurer. The amount varies between 0% and 30% of the

base premium you pay. Where a policy is cancelled before the period of insurance has ended we will usually retain the commission on any return premium involved.

If you are a Retail Client and we give you Personal Advice, commission amounts will be provided in any SOA or on any relevant invoices where an SOA is not provided. When we give you General Advice, full commission information (including dollar amounts) will be provided on request.

UIG has a set of standard non refundable Broker Fees that they charge you for services such as market research on products available, assessing the claims service of insurers. Sourcing alternative quotations and coverage and risk analysis and portfolio co-ordination. All fees payable for services will be advised to you at or before the time of providing the advice or service.

UIG retains the interest on premiums paid by you that are held in their trust account before paying the insurer. If you pay by credit card we may charge a credit card fee, which is shown separately on our invoices and is non-refundable. This fee covers the cost of bank charges etc. associated with such facilities. Premium funding products enable you to pay your invoice by instalments. Premium funders do charge interest. UIG may also receive bonuses from Premium Funders in addition to the commission paid to US on each loan. We can arrange premium funding if you require it.



#### STEADFAST MEMBERSHIP

UIG are a Steadfast Group Limited (Steadfast) Network Broker and have access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners. You can obtain a copy of Steadfast's FSG at www.steadfast.com.au

# HOW WE ARE PAID

Smart Business Insurance receive between 90 % and 95 % of UIG's income that is generated by our clients. If a person has referred you to us, we may pay them a part of any fees or commission received. If you are a Retail Client and receive Personal Advice remuneration details will be disclosed in the SOA or invoices related to the advice.

We will normally receive a commission of between 1% and 4% of the amount funded from the Premium Funder for arranging the funding. We will tell you the basis and amount of any such payment if you ask us.

#### CONFLICTS OF INTEREST

As a business we have relationships with and receive income from various third parties as detailed in this FSG. For Retail Clients receiving Personal Advice, details of relationships that impact the advice will be included in any SOA or invoice documentation we send you. All material conflicts that impact our advice, that are not mentioned in this FSG, will be advised to you on the invoices related to that advice.

#### COMPENSATION

UIG hold a Professional Indemnity Policy which also provides coverage for Smart Business Insurance. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to cover UIG for work done by Smart Business Insurance after we cease to work for UIG and satisfies the requirements for compensation arrangements under Section 912B of The Act.

#### CONTACT AGREEMENT

To ensure that we provide you with appropriate products and services, you agree to us calling you at our discretion to discuss new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register

# HOW TO CONTACT US

You are able to contact us by phone, in writing, by fax, email or in person

#### PERSONAL INFORMATION

At SMART Business Insurance, we are committed to protecting your privacy in accordance with the Privacy Act 1998 (Cth) including the Privacy Amendment (Enhancing Privacy Protection) Act 2012. Our Privacy Policy can be found on the home page of our website or by requesting a copy from your handling broker, and describes our current policies and practices in relation to the handling and use of personal information.

# COOLING OFF PROVISIONS

All retail products are subject to a 14 day 'cooling off period'. This means that if you are not happy with the product, you have 14 days to withdraw from the contract at no cost to you.

#### COMPLAINTS

Clients not satisfied with our services should contact UIG's Complaints Officer and tell United Insurance Group Pty Ltd about your complaint. United Insurance Group Pty Ltd will do its best to resolve it quickly.

If your complaint is not satisfactorily resolved within 10 days, please contact Trevor Howard on 03 8676 0344 or put your complaint in writing via email <u>trevor@uig.net.au</u>or via post to Trevor Howard at Suite 306, 365 Little Collins Street Melbourne VIC 3000. We will try to resolve your complaint quickly and fairly.

If your complaint cannot be resolved to your satisfaction by United Insurance Group , you may lodge a complaint with the Australian Financial Complaints Authority

# Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call) Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

#### SMART Business Insurance PTY Ltd

ACN : 162 162 576

ARN: 437328

POSTAL ADDRESS: Level 3 , Claremont Street , South Yarra , Victoria , 3141

PHYSICAL ADDRESS: Level 3 , Claremont Street , South Yarra , Victoria , 3141

PHONE: 1300 542 573

EMAIL: mark.vanzo@smartinsure.com.au

WEBSITE: www.smartbusinessinsurance.com.au

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