

## FINANCIAL SERVICES GUIDE and Privacy Collections Notice

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

Insurics Pty Ltd Trading as

**Austbrokers City State Macarthur  
AustRail Insurance Brokers**

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ABN 90 000 613 221  
AFSL No. 246665

This guide contains important information about:

- the services we offer you
- how we and our associates are remunerated
- how we manage conflicts of interest
- your duty of disclosure
- our terms of engagement
- our privacy collections notice
- our internal and external dispute resolution procedures

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

We do not deal with all insurers however we do deal with the major and key insurers in both the Australian and International insurance markets.

If you are a 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. Any Statement of Advice or record 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, before we either arrange an insurance policy for you or we provide Personal Advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement if we are required to do so. It is prepared by the Insurer or Product Issuer 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.

### What Services can We Provide?

#### Our Various Roles

Insurics Pty Ltd is an Australian Financial Services Licensee and is 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 Product Issuer 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 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 a selected list of products is appropriate for you. Before we provide
- any Personal Advice, we will need to undertake a *needs analysis* so that 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 policy 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 on one policy and General Advice on the other. We tell you when this is the case.

##### Claims Management Service

*For details of this service, please refer to "Our Terms of Engagement" section.*

##### Premium Funding

In some cases, Insurers or Product Issuers 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 AUB Group Limited (ABN 60 000 000 715), have a preferred supplier arrangement with Hunter Premium Funding Pty Limited (HPF) for the arrangement of premium funding. In arranging premium funding with HPF,

or any other premium funder, 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. Some Insurers or Product Issuers may offer payment by instalment without the need to enter into a contract with a premium funder however if you were to take up this option, we would require payment of our Commission and Fee up front to maintain our services.

##### Risk Management Services

We have an association with a specialist and accredited consultant in respect to Workers Compensation and Occupational Health & Safety. These services are provided by an external party, independent of Insurics Pty Ltd. We may receive a referral Fee for facilitating this service as part of an overall risk management program. *For further information, please refer to the "Where there is a Referral" section.*

##### 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 and act on your behalf accordingly. For other covers, we may only provide you with General Advice or provide dealing services only and for other covers, we may act as an agent of the Insurer or Product Issuer only and therefore not act as an agent of you. We can provide a further explanation of why this is the case.

We make sure that we tell you what the service is and our role, before or at the time we provide the service. Please ask us if you need more detailed information or do not understand this explanation.

##### How can You Give Us Instructions?

You need to give us instructions in writing by letter, fax or email or by another method agreed by us. We will tell you what is possible when you contact us. There may be some instances where we are unable to accept verbal instructions from you and must insist on written instructions. We will notify you of this requirement if and when such an occasion arises. Please also note that you cannot rely on instructions sent to us by letter, fax or email unless we have in turn specifically acknowledged and accepted those instructions.

##### What Information do We Maintain about You and How can You Access It?

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the

Australian Privacy Principles and how such a complaint will be handled.

### **How are We Remunerated for Our Services?**

#### ***When We Act for You in Advising on or Arranging Insurance***

When we act on your behalf in advising on or arranging insurance, we can be remunerated in a number of ways. This can vary according to the service you require and/or our arrangements with the relevant Insurer or Product Issuer or their representative.

We are remunerated by (a) Commission from the Insurer or Product Issuer; (b) Fees we charge you; (c) in limited cases only, remuneration from an Insurer or Product Issuer based on the profitability or volume of business we place with them; or (d) a combination of the above. Details on each are provided below.

#### **Commission Paid by the Insurer or Product Issuer 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 or Product Issuer 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 Insurers or Product Issuers base premium (i.e., base premium excluding stamp duty, fire services levy, goods and services tax or any other government charges, taxes, fees or levies). Different Insurers or Product Issuers can agree to pay us different Commission rates for the same type of products. The rates also vary depending on product type.

The Commission 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 as agreed with the Insurer or Product Issuer. 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 - even where you exercise a Cooling-Off right. If we did not do this, we would not be properly paid for the services we provide you.

#### **Other Remuneration Arrangements We have with Insurers**

We are also a member of the Austbrokers network of insurance brokers. AUB Group Limited (ABN 60 000 000 715) (AUB) 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 the Austbrokers and IBNA Groups.

Some Insurers or Product Issuers pay a Commission to AIMS on selected products arranged by Austbrokers member insurance brokers which is an agreed percentage of the base premium (before government fees or charges). Different Insurers or Product Issuers may pay different Commission rates to AIMS. This funds the provision of AIMS services to Austbrokers and

IBNA members. We, other AUB Group members and IBNA members, benefit from this support and it helps ensure we can continue to provide you with our extensive range of services. If you have any queries or want more information, please do not hesitate to contact us.

We have an agreement with QBE Insurance (Australia) Limited (ABN 78 003 191 035) (QBE) under which we may receive an annual profit share in relation to agreed products, including the product recommended. To receive it we must meet eligibility criteria (e.g. deal with QBE as intermediary for the annual period) and meet an agreed profit target. The target is based on an agreed formula (it takes into account matters such as premium received, claims and expenses incurred etc) and the amount we receive varies according to the level we exceed the target. The most we can receive is up to 5% of gross written premiums.

Ask us if you need more information.

*Please see below for soft dollar benefits we may receive from Insurers or Product Issuers and our policy on this.*

#### **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; or
- a pre-agreed set amount for specific services; or
- 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 on providing the service and are outlined in the Tax Invoice we issue you.

The Fees are *not* refundable - even where you exercise a Cooling-Off right. However you will be entitled to a pro-rata refund where we exercise our option to terminate our services to you. *Full details are outlined in "Our Terms of Engagement" section.*

#### ***Where We Act for the Insurer***

Where we act for an Insurer or Product Issuer, not you, we receive Commission from the Insurer or Product Issuer (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. We will tell you how much the Fee is before we provide 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 outlined in the Tax Invoice we send you and is *not* refundable - even where you exercise a Cooling-Off right. However you will be entitled to a pro-rata refund where we exercise our option to terminate our services to you. *Full details are outlined in "Our Terms of Engagement" section.*

#### ***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 provide services to you / after we have arranged insurance for you. A Commission

or an agreed Fee is also paid on renewal and on variation to the policy. If we refer you to another service provider, we may 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 generally depends on the circumstances.

Where applicable, 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/or services are right for you and we take no responsibility for the products and/or services they may provide you. You need to make your own decision based on the information they provide.

#### ***Remuneration for Our Staff***

Our staff receive an annual salary or are paid on a Commission only basis. An annual salary may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain soft dollar benefits, described as follows.

#### ***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 Insurers, 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 an Insurer or Product Issuer conference or sponsorship of our AUB Group Annual conference by an Insurer or Product Issuer), accommodation, travel, business tools (e.g. software), gifts (e.g. Insurer or Product Issuer or Service Provider branded promotional items 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 Insurers, Product Issuers and Service Providers. In most cases they relate to our development of an understanding of the Insurer, Product Issuer or Service Provider and their product ranges and practices etc.

This ultimately assists us in better servicing and representing you. Our policy is that any of the above benefits 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 in writing to management responsible for the maintenance of our Conflicts of Interest policy. The manager determines if appropriate procedures are in place to manage or avoid any potential conflict of interest which might arise. Benefits are only approved where this is the case and we retain a record of this (which you can access on request).

This restriction does not apply to conferences or functions where the principal purpose of which is professional development and where the right to attend is not based on sales volumes.

#### ***Premium Funding***

If we refer you to a premium funder and you enter into premium funding arrangements with them, we may receive commission from the premium funder which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to. 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 Hunter Premium Funding Ltd (Hunter), we receive:

- a) a payment based on the interest earned on the premium funding by Hunter each month;
- b) a commission which is a percentage of the amount of funding provided to you;
- c) a payment based on a percentage of all outstanding loans less any cancelled or terminated loans; and
- d) a payment based on a percentage on certain general insurance business placed by Austbrokers Network with certain division of Allianz Insurance Limited.

AUB Group Limited receives certain upfront payments from Hunter for entering into (or renewing) a preferred premium funding distribution arrangement with Hunter. We are owned wholly by AUB Group 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.

If we refer you to a premium funder (other than Hunter) and you enter into premium funding arrangements with them, we may receive Commission of between 0% and 3% excluding GST of the amount funded. The amount of Commission varies depending on our arrangement with the premium funder we refer you to. We may receive soft dollar benefits from them too. If you require more information or explanation of the above, please ask us.

#### **Further Information about Remuneration Received by Us or Others**

Where we do *not* 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 our FSG and before we provide you with the financial service to which our FSG relates, unless we agree otherwise. 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 other 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.

#### **Money Handling Arrangements**

We handle funds received from you or the Insurer or Product Issuer 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 or Product Issuer. The length of time (typically 90 days) we hold any money can vary according to the type of insurance and the different arrangements we have in place with the different Insurers and Product Issuers.

#### **Do We have any Relationships or Associations with Insurers or Product Issuers or Related Body Corporates that might Influence our Service or Advice?**

Insurics Pty Ltd is a member of the AUB Group of insurance brokers. In some cases we may refer or advise you to use the services of one of our related body corporates. They may act as agent of the Insurer or Product Issuer 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 the usual benefits we can receive under such arrangements.*

#### **How do We Manage Conflicts of Interest?**

We take any potential conflicts of interest seriously and we 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 designed to properly manage any conflict of interest and it is important to note that we have legal duties owed to 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 and this can potentially influence us to act in their or our interests rather than yours. Where we arrange a policy, an Insurer or Product Issuer 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 interests to recommend the Insurer, Product Issuer or Service Provider that pays us the most because it increases our remuneration. In certain circumstances, this may *not* be in your interest.

Another key conflict is where we may be seen to favour the interest of one client or group of clients over another because it is in our interests to do so. Due to our extensive number of clients and their varied requirements, we have a variety of procedures in place to manage these potential conflicts of interest. For example, we tell you about our remuneration arrangements in this FSG and you can ask for more detailed information if you need, before you proceed. If we provide you with 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. This obligation also extends to circumstances where we represent the interests of one or more clients involved in a transaction. We and our representatives are trained in this important duty and compliance with it is regularly monitored. Should you have any questions, please ensure you ask us.

#### **Cooling-Off Period**

A 'Cooling-Off' period may apply to an insurance policy issued to you as a Retail client. During this period, a Retail client may return the policy. Details of your 'Cooling-Off' rights are included in the relevant Product Disclosure Statement. In some cases, an Insurer or Product Issuer can deduct certain amounts from any refund. Please ask us if you do not understand this right.

#### **Other Terms of Our Service**

#### **Important Information about Your Insurance**

You must read the back of your invoice entitled '*Some Important Things You Need to Know*' about the insurance document we give you (please tell us if you have not received it) and contact 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.

#### **Your Duty of Disclosure**

It is essential that you carefully read and understand the following important notices. If you have any questions, please ask.

#### **Make sure you comply with your Duty of Disclosure**

The Insurance Contracts Act 1984 requires that you, and everyone who is an insured under your policy, comply with the duty of disclosure. Make sure you explain the duty to any other insureds you may apply on behalf of. We do not do this unless specifically agreed in writing.

The duty requires you to tell the insurer certain matters which will help them decide whether to insure you and, if so, on what terms.

You have this duty until the insurer agrees to insure you and before the insurer agrees to renew your policy. You also have the same duty before you extend, vary or reinstate an insurance policy.

The type of duty that applies can vary according to the type of policy.

#### **If you are responding for other Insureds**

If you are providing information for other insureds, you confirm you have their authority to do so and that the information provided is what they have told you in response to the duty of disclosure obligations.

#### **Avoid making misrepresentations or not telling the insurer something**

If you (or anyone who is an insured, or a proposed insured, under the policy) make a misrepresentation, or if you do not tell the insurer something that you are required to tell them, they may cancel your policy or reduce the amount they will pay you in the event of a claim, or both. If the misrepresentation or failure is fraudulent, the insurer may refuse to pay a claim and treat the policy as if it never existed.

If we act on behalf of the insurer, you need to refer to the policy which will set out the duty that applies. We will advise you when/if we act on behalf of the insurer.

If we act on your behalf, to assist us in protecting your interests, it is important that you tell us every matter that:

- You know; or
- A reasonable person in the circumstances could be expected to know, may be relevant to the insurer's decision whether to insure you and, if so, on what terms.

If in doubt it is better to tell us.

We will then assist you in determining what needs to be disclosed to the insurer in order to meet your duty.

When you first apply for your policy, the insurer may ask you specific questions relevant to their decision whether to insure you.

Before an insurer agrees to renew your policy, you may again be asked specific questions by the insurer relevant to their decision whether to renew your policy.

When you answer any questions asked by the insurer, you must give honest and complete answers and tell the insurer, in answer to each question, about every matter that is known to you and which a reasonable person in the circumstances would include in answering the questions.

Examples of matters that should be disclosed are:

- Any claims you have made in recent years for the particular type of insurance;
- Cancellation, avoidance of, or a refusal to renew your insurance by an insurer,
- Any unusual feature of the insured risk that may increase the likelihood of a claim;
- Circumstances which may give rise to a claim

An insurer who is deciding whether they are prepared to renew your policy, may give you a copy of anything you have previously told them and ask you to tell them if anything has changed. If an insurer does this, you must tell them about any change or advise that there is no change. If you do not respond then this will be taken to mean there has been no changes.

#### ***Delay between final entry into the policy and original disclosure of information***

You need to tell us if you have made disclosure of information in the application process and something has happened that makes the information disclosed inaccurate, or new matters arise that would require disclosure under the duty. You must do this before the policy has been entered into (or renewed, varied, reinstated or extended as applicable)

#### ***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 the 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.

#### ***Change of Risk or Circumstances***

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation of it if it is not. Many policies require us to notify the insurer in writing of certain changes to the insured risk during the period of insurance. The insurer can then decide whether to cover the new risk.

Examples are:

- For insurance covering property location changes, new business activities or any significant departure from your normal business operations.

- For insurance covering your liability to third parties changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to insurers.

#### ***Interest of Other Parties***

Many policies exclude cover for an interest in the insured property held by someone other than the insured, unless the interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know, so that we can ask the insurer to note the party's interest on the policy.

#### ***Cancellation of your Policy***

If a policy is cancelled before the expiry of the period of insurance, we reserve the right to refund the net return premium we received from the Insurer or have a cancellation fee charged to offset the Insurers deduction of commission. Please ask us for any additional information you require about our remuneration or cancellation policy.

#### ***Financial Ombudsman Service Australia***

If you have any complaints about the service provided to you, you should contact us and tell us about your complaint. If the complaint cannot be resolved to your satisfaction within 45 business days, you have the right to refer to the matter to the Financial Ombudsman Service Australia (FOS). We will provide you with further details about FOS upon lodging your dispute with us, or at any time upon your request.

#### ***Protecting Your Interests***

In the event that we are unable to contact you prior to expiry of your policy/s we will automatically renew the policy/s and issue a Tax Invoice/s for payment unless we agree otherwise with you. This will ensure that cover is maintained beyond expiry date and your interests and/or assets protected, provided that your circumstances and insurance requirements have *not* changed from the previous period of insurance.

However in the case of 'claims made and notified' policies – this is *not* possible. You will typically be required to complete a Proposal (or provide certain information for the Insurer or Product Issuer to consider) to maintain cover beyond the expiry date of such policies. If cover cannot be maintained beyond expiry, we will always inform you.

If a Cooling-Off period applies to the policy that we have automatically renewed for you, then during this period, you may return the policy for a refund. If there is no Cooling-Off period or any Cooling-Off period has expired, you may still cancel your policy and have part of your premium refunded.

*For further information, please refer to the "Cooling-Off Period" section.*

#### ***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. This insurance (subject to its terms, conditions and exclusions) will continue to cover claims in respect to our representatives / employees who *no* longer work for us but who did work for us at the time of the relevant conduct giving rise to a particular matter.

#### ***Terms of Payment***

Our terms of payment are 14 days from the invoice date. You need to tell us how you intend to pay and whether you require premium funding (subject to availability). If we do not receive payment within Insurer or Product Issuer credit terms, you will no longer be covered.

#### ***Privacy Collections Notice***

At Insurics Pty Ltd we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This Privacy Notice outlines how we collect, disclose and handle your personal information (including sensitive information) as defined in the Act.

#### ***Why We Collect Your Personal Information***

We collect your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks (including where required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other legislation);
- determine what service or products we can provide to you e.g. our insurance broking services, insurance intermediary services, funding services, claims management services, risk management and other consulting services.
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development; and
- provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services and events which we consider may be of interest to you).

#### ***What If You Do Not Provide Some Personal Information To Us?***

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products. If you do not provide the required personal information we will explain what the impact will be.

#### ***How We Collect Your Personal Information***

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

Unless it is unreasonable or impracticable for us to do so, or as provided otherwise under this Privacy Notice or our Privacy Policy, we will collect your information directly from you or your agents.

We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which

also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

#### **Who We Disclose Your Personal Information To**

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services and your personal information is disclosed to them only in connection with the services we provide to you or with your consent. We may also disclose it for direct marketing purposes.

These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them and we take such steps as are reasonable to ensure that they are aware of the provisions of our Privacy Policy in relation to your personal information.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. From time to time we may seek to develop arrangements with other organisations that may be of benefit to you in relation to promotion, administration and use of our respective products and services. We do not use sensitive information to send you direct marketing communications without your express consent.

Any personal information provided to us may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, United Kingdom and the United Arab Emirates. Details of the countries we disclose to may change from time to time. You can contact us for details. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.

When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

#### **More Information, Access, Correction Or Complaints**

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website [www.abcitystate.com.au](http://www.abcitystate.com.au) or by contacting us (our contact details are below).

#### **Your Consent To The Above, Contacting Us And Opting Out**

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

**By Phone:** 02 4626 5022

**By Email:** [dp@abcitystate.com.au](mailto:dp@abcitystate.com.au)

**In Writing:** Insurics Pty Ltd  
PO Box 942,  
Campbelltown NSW 2560

**Effective Date:** 1<sup>st</sup> September 2017

Insurics Pty Ltd is a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct.

We also subscribe to the Insurance Brokers Code of Practice (the Code). The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.

A copy of The Code is available from our website:

[www.abcitystate.com.au](http://www.abcitystate.com.au)

or by contacting our office.

#### **Complaints and Disputes**

If you have a complaint 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 (02) 4626 5022 or put your complaint in writing and send it to the Complaints Officer at:

Insurics Pty Ltd  
PO Box 942  
Campbelltown NSW 2560

3. Please mark the envelope "Notice of Complaint".

We will try to resolve your complaint quickly and fairly. If your complaint can not be resolved to your satisfaction within 45 business days, you have the right to refer the matter to the Financial Ombudsman Service Australia (FOS). We will provide you with further details about FOS upon lodging your dispute or at any time upon your request however the following information may assist you with any general queries.

#### **Financial Ombudsman Service Australia – Contact Details:**

**Phone:** 1800 367 287

**Fax:** (03) 9613 6399

**Email:** [info@fos.org.au](mailto:info@fos.org.au)

**Website:** [www.fos.org.au](http://www.fos.org.au)

**Postal:** GPO Box 3,  
Melbourne VIC 3001

**Location:** Level 12, 717 Bourke St,  
Docklands VIC 3008

Please retain this document for your reference and any future dealings with Insurics Pty Ltd. This FSG applies from the effective date shown on the cover page and remains valid unless superseded at a later date. Should there be any significant change to the content of this FSG, you will be issued with a Supplementary Financial Services Guide (SFG) or a new FSG as required under our AFSL.