

How you can contact us?

SMS Insurance Pty Ltd ACN 159 106 635
As The Trustee for the
SMS Unit Trust ABN 32 361 928 456
AFS Licence No. 425573

T/as Remingtons Insurance Brokers
30 Doveton Street North, Ballarat VIC 3350
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The Financial Services Guide (*FSG*) describes the insurance services we provide. It is designed to assist you in deciding whether to use any of our services, and it describes how we are remunerated for our services, our professional indemnity insurance and how we handle any complaints you may have.

About Us

Remington's Insurance Brokers (Remington's) was established in 1982 and provides general insurance broking services. We hold an Australian Financial Services Licence No. 425573 and are authorised to deal in general insurance products. When we provide insurance broking services, we act on your behalf.

We are a member of the National Insurance Brokers Association (NIBA) and a shareholder of Insurance Brokers Network of Australia Limited (IBNA). We also subscribe to the Insurance Brokers Code of Practice.

Our Services

Our services include:

- Reviewing your general insurance needs;
- Arranging and renewing general insurance on your behalf;
- Assisting you with general insurance claims;
- Providing Risk management solutions;
- Arranging Premium Funding if required.

The financial product advice we provide to you is general, which is nonspecific. When we provide General Advice to you, we will bring this to your attention by providing a General Advice Warning (GAW). General Advice does not take into account your personal needs and requirements. You should also consider the appropriateness of this advice to your circumstances prior to acting upon it.

If we recommend a particular insurance product to you, or you ask us to arrange insurance, we will also provide you with a Product Disclosure Statement (PDS) containing information about the policy.

As an insurance broker, we provide our services as your agent, if we are not acting as your agent we will advise you at the time of arranging your insurance.

When you ask us to arrange an insurance policy for you, we will only provide the policies offered by the insurers or providers that deal with us.

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 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 property, sickness and accident insurance, travel, consumer credit and other classes as prescribed by regulations.

Retail Client advice

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.

How you can instruct us

You may instruct us in person, by post, by phone, fax or email. It is important that you provide us with complete and accurate information about the risk to be insured.

If circumstances change, our recommendations may no longer be appropriate. Please tell us about any changes in your circumstances so that we can confirm that your insurance continues to be suitable for your needs.

How we are paid

Commission

We receive commission from the insurers with whom we place your insurance. We may also receive an override on premiums paid by certain insurers and premium funders. The amount varies depending upon the product, but is in the range of between 0% and 35% of the premium (excluding taxes and statutory charges). The commission is included in the premium quoted to you.

Commission is our main source of income and covers the costs of operating our business.

Broker Fees

We also charge you a fee for arranging the insurance. The amount depends upon the type of insurance we arrange. This fee is payable in addition to the premium.

Other Income

When you pay the premium to us it will be banked in our trust account which is allowed by law, we will earn interest. Any interest received will be retained by us.

Profit Share

We have an agreement with CGU Insurance Ltd (ABN 27 004 478 371) under which we may receive annually, an agreed percentage of any net profit (excluding GST and as determined by [insurer]), for all policies placed by us with them in the previous year.

We have an agreement with QBE Insurance Ltd (ABN 95 054 880 554) under which we may receive annually, an agreed percentage of any net profit (excluding GST and as determined by [insurer]), for all policies placed by us with them in the previous year.

Cluster Group Rebates

As a shareholder of IBNA Ltd (IBNA) we have access to insurance products through arrangements it has negotiated with certain insurers and premium funders. IBNA may receive commission and overrider payments for each policy or premium funding contract arranged with these providers. Depending on the amount of total premium or premium funding contracts we place in any financial year, we may receive a dividend derived from that commission. We also have access to services including compliance tools, training, product comparison and the like. These services are either funded or subsidised by IBNA.

Non-monetary Benefits

Some Insurers may give us and our advisers other benefits such as prizes, wines, corporate functions, hospitality, gifts and the like. These benefits may change from year to year. We have procedures in place to ensure these do not influence us in our recommendations to you as far as placement of insurance. As part of our commitment to ongoing training and development, we encourage our advisers to attend industry events, conferences and product training (some of which is subsidised or provided by insurers). We do not permit our advisers to accept these types of benefits where the value is greater than \$300 in any year.

Who we pay

Advisers

Our advisers are paid an annual salary. They also receive a performance bonus which is paid at the discretion of our directors where the adviser's performance has been exceptional in terms of meeting our business goals.

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Referrers

If you were referred to us by one of our appointed referrers, we may pay the person who referred you to us up to 33% of the commission and fee we earn to place your insurance.

Authorised Representatives

We have Authorised Representatives who are authorised by us to deal in general insurance products. If they have assisted you to arrange insurance, the Authorised Representative acts on your behalf when providing this service. We may pay them up to 90% of the commission and fees we earn for the services they provide to you.

Important associations

As a shareholder of IBNA Ltd (IBNA), we have to access to insurance products through arrangements it has negotiated with certain insurers. IBNA may receive a commission from the insurers who provide member services.

What to do if you have a complaint?

If you have a complaint about our services, you can either discuss the matter with your adviser or contact our Complaints Officer Sam Godfrey Roberts on (03) 5333 8007 or write to us at:

Remington's Insurance Brokers

PO Box 2360, Bakery Hill VIC 3354

F. (03) 5332 1933

E. info@remingtons.com.au

We will acknowledge receipt of your complaint within three (3) days and attempt to resolve it within 30 days.

Remington's is a member of the Financial Ombudsman Service (FOS), an external dispute resolution scheme.

If you are not satisfied with the manner in which we handle your complaint, you are entitled to take your complaint to them. The FOS contact details are located on their website at www.fos.org.au or you can telephone them on 1800 367 287. You can access this scheme for free and any decision they make is binding on us but not on you.

Our Professional Indemnity Insurance

We have professional indemnity insurance in place which covers our advisers (including authorised representatives) for any errors or mistakes relating to our professional insurance services. The insurance meets the requirements of the Corporation Act and covers the services provided by us, our advisers and authorised representatives after they cease working with us, provided we notify the insurer of the claim when it arises and this is done within the relevant policy period.

How we look after your insurance needs

Claims

When you need to make a claim, we can advise if it is covered under that policy and also assist you to prepare

and submit the claim to the insurer. If there is uncertainty about whether a claim is covered under your policy we will advise you. If the insurer appoints a loss adjustor we shall, with your permission, pass on your contact details and co-ordinate meetings. For major losses, we can attend the initial meeting with the loss adjustor 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.

Cancellation

If you wish to cancel your policy or reduce your cover under a policy, your request must be in writing.

By providing us with your written instructions to cancel a policy or reduce cover, you confirm you represent each of the insured parties and are authorised by each to instruct us. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If your cancellation or reduction in cover results in a refund owing to you, we will not refund our fee or commission earned. We will refund the net premium amount we receive from the insurer or charge a fee equal to or less than the lost commission.

How we protect your privacy

We are committed to protecting your privacy. We use the information you provide to recommend and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) 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. 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 make a complaint if you think we have breached the privacy law, ask us for a copy of our Privacy Policy or visit www.remingtons.com.au for more information.

Our Payment Terms

Invoices

We will invoice you for the premium, statutory charges and any fees we charge for arranging your insurance. You must pay us within 7 days of the date of the invoice or, in the case of the renewal, before the expiry date of the contract of insurance.

If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The Insurer may also charge a short term penalty premium for the time on risk.

Premium Funding

We can assist you with Premium funding products, to enable you to pay your premiums by instalments. Premium funders do charge interest and they take a power of attorney over your insurance policy.

We can arrange premium funding on your behalf if you require it or refer you to a premium funder. We may receive commission based on a percentage of the invoiced premium amount 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.

Credit card fees

If you pay by credit card we will charge you a non-refundable credit card fee. This fee will be shown on your invoice and reimburses us for the bank interest and extra charges or costs incurred by us in providing this service.

Important Information about your insurance

Your duty of disclosure

To make an informed assessment of the risk and calculate the appropriate premium, your insurer needs information about the risk you are seeking 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, that 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 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
- If the insurer has waived your obligation to disclose.

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 void (or cancel) the contract of insurance from its

beginning. This would have the same effect as if you were never insured.

One important issue to be disclosed is the history of any losses suffered by the person seeking insurance or any closely associated person or entity. 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 losses and claims. If you do have any questions about whether information needs to be disclosed to your insurer, please contact us.

Material Changes

You must also notify your insurer of any significant changes which occur while the policy is on risk or under negotiation. If you do not, your insurances may be inadequate to fully cover you.

We can assist you to advise the insurer about changes and to ensure that your contract of insurance is altered to reflect those changes if necessary.

Cooling off Period – this only applies to retail clients

You can change your mind about a contract of retail insurance within 14 days (or longer if the insurer allows it) from the date you receive confirmation of the insurance and 5 days after the insurance policy was arranged (whichever occurs earlier). Details of the Cooling Off Period can be located in the Product Disclosure Statement. If you wish to exercise your Cooling Off rights, you must tell the insurer in writing that you wish to return the insurance policy and have the premium repaid. The insurance policy will be terminated from the time you notify the insurer. 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.

Sums Insured – Average and Co-Insurance

Some insurance policies 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, 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 needs to be sufficient to cover the new replacement cost of the property.

Interests of other Parties

Some insurance policies do not cover the interest in the insured property or risk of anyone other than the person named in the contract. Common examples are where property is jointly owned or subject to finance, but the policy 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 policy.

Waiver of Rights

Some insurance policies 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. For example by signing an agreement which disclaims or limits the liability of the other party. Please tell us about contracts of this type which you have or propose to enter into.

Standard Covers

Insurance laws prescribe minimum standard cover provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance policies (including a minimum amount of insurance). If an insurer wants to offer different cover or 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 PDS or a copy of the insurance policy.

Unusual Terms

If an insurer wants to reply on a term in an insurance policy which is not usually included in policies 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 PDS or a copy of the insurance policy.

Misstatement of Premiums

We attempt to provide you with the correct amount of premium and statutory charges applying to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or a third party has misstated the amount) we reserve the right to correct the amount. By instructing us to arrange insurance for you, you agree, where permitted by law, that you shall not hold us responsible for any loss that you may suffer as a result of this misstatement.

Electronic delivery of disclosure notices

Please note where possible we prefer to provide you with correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically via email. 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 and notices electronically please advise us and we will update our records.

From when does this FSG apply

This FSG applies from 15th February 2017 and remains valid unless another FSG is issued to replace it. We may give you a Supplementary FSG. It will not replace this FSG but will cover services not covered previously by this FSG.