

## **Financial Services Guide**

This Financial Services Guide (FSG) is issued by I Broker Pty Ltd (ABN 33 115 685 302) trading as Laptop and Tablet Insurance Services, who holds an Australian Financial Services License No 299814 with the Australian Securities and Investments Commission (ASIC).

### **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**

We hold an Australian Financial Services Licence and are authorised to advise and deal in the full spectrum of general insurance products.

We are responsible for the financial services provided to you, or through you to your family members, including the distribution of this FSG.

We are required to meet high standards for staff training, organisational 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 AND PRODUCTS**

We only offer Accidental Loss or Damage and Theft cover for Laptops and Tablets owned and used by Australian Residents or Australian Education Residency Visa holders.

### **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 insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those insurance providers we deal with regularly.

If we recommend the 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.

## **PERSONAL INFORMATION**

The Privacy Act 1988 sets out standards for the collection and management of personal information. With your consent, we will only use your personal information for general insurance services. Our Privacy Policy Statement is available free of charge upon request.

## **COMPLAINTS AND CONTACTS**

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au). We also follow The Insurance Brokers Code of Practice. You are able to contact us by phone, in writing, email or in person.

## **COMPENSATION**

We hold a Professional Indemnity Policy. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to covers us for work done for us by representatives/employees after they cease to work for us 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 to discuss any 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.

## **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 attachments or email links to documents/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.

## **OUR SOURCES OF INCOME**

When placing your insurance, we 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.

We have a set of standard non refundable Broker Fees that we charge you for services such as:

- Market research on products available.
- Assessing the claims service of insurers.
- Sourcing alternative quotations and coverage.
- Risk analysis and portfolio co-ordination.

All fees payable for our services will be advised to you at the time of providing the advice or service.

We may receive additional remuneration from insurers with whom we have profit share or volume bonus arrangements. This remuneration is payable if we meet certain agreed sales and/or profitability targets set by the insurer. If we have profit share arrangements with an insurer that apply to a product we recommend to you, we will advise you of this at the time of making any such recommendation if the amount involved is material.

We retain the interest on premiums paid by you that are held in our 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 installments. Premium funders do charge interest. We can arrange premium funding if you require it. 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.

## **HOW OUR REPRESENTATIVES ARE PAID**

Our representatives do not receive any benefit directly from the sale of a product to you. Our representatives may receive bonuses payable based on the overall performance of our business.

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 full remuneration details will be disclosed in the SOA or invoices related to the advice.

### **CONFLICTS OF INTEREST**

As a business we have relationships with and receive income from various third parties as detailed in this FSG. To ensure that any conflicts arising from such relationships or income do not impair the level of advice and service that we provide to you we have noted any and all circumstances and/or relationships that may be considered a Conflict of Interest below:

Our approach to receiving income and other benefits from third parties is that we will ensure that you receive the most appropriate product or service that we have access to, whilst being mindful that as a business we must receive an adequate income to provide the services and facilities that you would expect from a professional insurance broker.

Conflicts of Interest:

1. One or more shareholders of I Broker Pty Ltd may also be a shareholder of the Wholesale Insurance Broker.

### **Lack of Independence**

We are not independent, impartial or unbiased because we receive commissions from the underwriters that we place your insurance with and we retain that commission to operate our business.

### **WHEN DOES THIS FSG APPLY FROM**

This FSG applies from 2<sup>nd</sup> May 2024  
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# IMPORTANT INFORMATION FOR CLIENT

## POLICY

This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

## YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance and up until the commencement of the insurance, you have a duty, under the Insurance Contracts Act 1984 to either provide answers to questions or disclose specific information to the underwriter. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

For Consumer Insurance Contracts, (Consumer Insurance Contracts are defined as insurance that is obtained wholly or predominantly for the personal, domestic or household purposes of the insured) your only duty is to take reasonable care not to make a misrepresentation when answering questions asked of you by the underwriter.

In all other situations you must tell the underwriter about anything that you know or could be reasonably expected to know taking into account the nature and extent of the insurance cover to be provided and the class of persons who would ordinarily be expected to apply for such insurance cover. You do not need to tell the underwriter anything that reduces the risk of the underwriter, that is of common knowledge; that the underwriter knows or, in the ordinary course of business, ought to know or that the underwriter has waived your duty to tell them about.

## NON-DISCLOSURE

If you do not tell the underwriter anything you are required to, or in the case of Consumer Insurance Contracts fail to take reasonable care not to make a misrepresentation, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the underwriter is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

## RETAIL CLIENTS

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchasers. The Act defines Retail Clients as:

Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people.

And that are being provided a financial service or product that relates to the following insurance covers:

Motor Vehicle (under 2 tonne), Home building, contents, personal and domestic, Sickness and Accident or Travel, Consumer Credit and other classes as prescribed by regulations.

## WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)

If you are a RETAIL CLIENT (refer above) and a Statement of Advice has not been provided to you with this invoice, then the advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objective's, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objective's, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy and the underwriter has prepared a Product Disclosure Statement (PDS) we will have attached the PDS for your review. You should consider the PDS prior to making the decision to purchase this product. Further information regarding the income we have been paid by the underwriter for this transaction is available upon request.

## DISPUTES

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office or contact AFCA directly on 1800 931 678 or visit [www.afca.org.au](http://www.afca.org.au). We also follow the Insurance Brokers Code of Practice.

## CANCELLATION WARNING (RETENTION OF BROKERAGE AND FEES)

If you cancel this insurance prior to the expiry date, we reserve the right to refund to you only the net return premium we received from the underwriter, and not refund any part of the brokerage or fees we received for arranging the cover. A broker fee may also be charged to process the cancellation.

## AVERAGE OR COINSURANCE

If your insurance cover is provided by an Industrial Special Risks, Fire & Perils, Business Package or Business Interruption/Consequential Loss policy it will usually contain an Average/Co-Insurance clause. These clauses typically apply where coverage is triggered by damage to property and the sum insured is expected to reflect the full replacement value of property or the annual profit of the business.

This means that if the sum insured(s) you nominate for the insured property / profits etc. are less than 100% of their full value at the time the insurance was effected (or renewed), then part of the loss will/may not be covered by the policy.

For example, a policy with a 100 % co-insurance clause pays as follows: if a building is insured for \$150,000 when its value is \$200,000, then in the event of a claim for damage of \$100,000, underwriters will only pay \$75,000 and you will suffer an uninsured loss of \$25,000. Therefore, it is important that the Sum Insured(s) you select are adequate to represent the full value of the insured property / profits and are calculated in accordance with the cover being arranged.

## 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 accordingly and we will update our records accordingly.

## **WHOLESALE BROKER INFORMATION**

In some cases, we use the services of a Wholesale Broker (insurance intermediary) to access products that are not available to us directly from the insurer. You can identify where we have used an insurance intermediary as the Invoice/schedule will show that the policy is placed via another Insurance Intermediary. This situation usually arises where the insurance intermediary has developed a specialised product and competitive pricing for risks that are not commonly available directly from most underwriters. This means we are not dealing with the end insurer directly but via the insurance intermediary. All insurance intermediaries that we deal with are required to hold an Australian Financial Services Licence and to place all client funds received into a Trust Account and are required to meet the same high standards in the delivery of their services that apply to us. Importantly all claims will be the ultimate responsibility of and paid for by the end underwriter.

## **PREMIUM FUNDING WARNING**

Premium funding allows you to spread out the cash flow associated with paying your insurance premiums over the next twelve months. We receive a commission from the funder for arranging the funding contract; full details are available on request.

Please note that should the insurance policy be cancelled before the expiry date for whatever reason, the Premium Funder will charge you the full interest applicable to the contract, as detailed in the Loan Application Form. Typically there will be no refund of our commission on the refund premium and no refund of any fee we may have charged you for arranging the cover. We also reserve the right to charge you a policy cancellation handling fee. In some cases underwriters also apply minimum premiums to policies, which may further reduce the refund that you might otherwise receive.

The impact of the above on you is that any refund you receive for the mid term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

## **UTMOST GOOD FAITH**

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Underwriters.

## **UNDERWRITING AGENTS AND WHOLESALE BROKERS**

In some cases, we access insurance products via Underwriting Agents and Wholesale brokers rather than directly with the insurer. In such cases should you wish to access the Financial Services Guide of the Underwriting Agency or Wholesale Broker please contact us and we will arrange to have a copy sent out to you.

## **CONTACT AGREEMENT**

To ensure that we provide you with appropriate products and services, you agree to us calling you at our discretion to discuss any 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.

## **CONTRACTUAL LIABILITY**

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your underwriters to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

## **THIRD PARTY INTERESTS**

Some insurance policies may only provide cover for your interest in the property insured and may not cover the interest of any third parties unless you have informed the insurer of them, they are noted on the policy. For example, if property is jointly owned, or subject to finance, the interest of the joint owner or financier may be excluded, if it is not specifically noted on the policy.

## **ALTERATIONS**

No alterations to the risk whatsoever will be admitted and will not take effect until acceptance is confirmed by the underwriter.

## **PAYMENT**

You will not be insured if you fail to pay the premium in full within 14 days from commencement of the risk for new policies and prior to the due date for renewals unless alternative credit arrangements have been agreed with us in writing.

## **NEW POLICIES**

Notwithstanding the above, you will not be insured if you do not submit the relevant Proposal within 30 days from commencement of the risk unless an extension of time has been agreed with us in writing.

## **PRIVACY ACT**

The Privacy Act 1988 requires us to inform you on how we collect, use and disclose your personal information. A copy of our Privacy Policy Statement is available on request from our office or from our Website.

## **COOLING OFF**

All Retail Products are subject to a 14-day "cooling off period". This means that if you are not happy with a Retail Product, you have 14 days to withdraw from the new contract at no cost to you other than our broker's fee, which is not refundable.

**DISCLAIMER**

The coverage details provided with this notice are a summary only (errors and omissions excepted) and do not purport to be an exact copy of the underwriters' policy schedule and/or related documents. In case of any discrepancy between the coverage details provided and the underwriter's policy schedule and related documents, the underwriters' documents will prevail. We will provide a full copy of the underwriter's policy schedule and documents upon request.

**TERMS OF TRADE**

Payment of this account constitutes your acknowledgement and acceptance of these conditions and authorises us to act as your insurance brokers for the risks outlined on the face hereof and no others unless specifically agreed by us in writing.

**SUBROGATION / RIGHTS OF RECOVERY AGAINST OTHERS**

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your underwriter's ability to recover from a third party, your underwriters may have the right to refuse to indemnify you for such loss where it is shown that your underwriter's rights of recovery have been prejudiced by your action.

**CLAIMS MADE POLICY**

Where indicated on the invoice this policy provides cover on a "claims made" basis which means that claims first advised to you (or made against you) during the period of insurance are covered irrespective of when the incident causing the claim occurred. To protect your entitlement to indemnity under this policy you must report to underwriters without delay and prior to expiry of the policy period all incidents that may give rise to a claim against you.

**CLAIMS OCCURRING PRIOR TO COMMENCEMENT**

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

# Broking Terms of Engagement

## **1 INTRODUCTION**

This agreement spells out the relationship between You (Your) and Us (We) (Our).

We will be responsible for handling, administering and co-ordinating your insurance program and any other general insurance Policies that you have asked us to manage.

We will ensure that all services under this Agreement will be of a professional standard and carried out by appropriately trained staff.

So far as You have knowledge or should reasonably be able to acquire knowledge of them, You will undertake to provide all necessary information as requested by Us to enable Us to perform our duties and responsibilities under this Agreement.

You are aware that you are under a duty to disclose to underwriters all facts material to the risks being insured.

## **2 YOUR ADVISER**

Your adviser and the person with overall responsibility for the services provided under this agreement will hold the appropriate qualifications and have the relevant experience.

Of course they will be assisted by other staff and specialists within the business as required.

## **3 INSURANCE PLACEMENT**

We will be responsible for:

- The identification, evaluation and monitoring of Your insurable risk exposures in consultation with You and the provision of advice in respect of the most effective insurance arrangements to provide protection for You.
- Using reasonable endeavours to submit renewal quotations not later than 14 days prior to Policy expiry with key details of coverage, exclusions, insurers, premium, etc. Quotations from alternative insurers and/or on an alternative basis will be provided where agreed with You.
- Reviewing the service standards and operational stability of all insurers used on your insurance program prior to their use subject to the understanding by You that We do not guarantee the financial position and solvency of any insurers utilised. We will advise You of any reservations about the use of any Insurer in this respect and obtain Your specific instructions as appropriate.
- Designing, placing and renewing Your insurance program in accordance with Your instructions.
- Arranging meetings as requested or required with the insurers and other parties (eg Loss Adjusters) involved on Your insurance program.
- If a contract of insurance falls due and We have been unable to contact You, We will automatically arrange continuity of cover. If You do not require the cover, tells Us as soon as possible. A short term premium may apply. Please tell Us if You do not wish Us to provide this service.

## **4 DOCUMENTATION**

We will be responsible for using Our best endeavors to arrange for the following documentation to be issued to You within the timescales indicated below.

- All Policies and endorsements within 30 days after each renewal or Policy amendment.

## Broking Terms of Engagement

- Confirmation of transactions in accordance with the Corporations Act 2001 (The Act), its regulations or ASIC Policy papers in respect thereto. We are also able to confirm such transactions over the phone to you when requested.
- Financial Services Guide, Statements of Advice and Product Disclosure Statements in accordance with The Act requirements.

### **5 INVOICING**

We will be responsible for:

- Issuing invoices for all placements or renewal premiums and mid- term alterations as soon as possible after the renewal or the effective date of the alteration.
- Providing advice and assistance, if requested, in apportioning the overall Group premiums between Your various operating divisions or sites.
- Passing on to insurers the premium received from You less any commissions due to Us or Our agents or assigns or interest on such premium.

You will be responsible for:

- Paying all Our invoices for all premiums, duties, fees, etc. within Our normal terms of trade which require payment within 14 days upon receipt of the invoice.

### **6 INTEREST ON PREMIUMS**

Any interest that may accrue on any premium paid by You to Us shall be solely for Our benefit.

### **7 MAINTENANCE/REPORTING**

We will use our best endeavors to arrange for the following:

- Annual review meetings and such other meetings as required during the year with You.
- Submission of a Renewal Questionnaire to You to obtain the necessary underwriting information to be returned, within 30 days of receipt.
- Response to general enquiries as they arise from You within 24 hours.
- Changeover of relevant Policies in the case of new business acquisitions and arranging for the finalisation of Policies in the event of a business divestment.
- Claims Status Reports to coincide with meetings as outlined above
- Establish activity listings in a format suitable to You. This will be subject to appropriate information being supplied by You which will be required to enable Us to maintain such activity listing.
- Annual Report to be provided to You each year.

### **8 CLAIMS HANDLING**

It is important that You familiarise themselves with the Policy conditions relating to their obligations regarding claims notification. The Claims Management service provided includes:

- Following advice from You, notification of claims to insurers in accordance with Policy requirements.
- Advise You of the claims processes and documentation required to ensure Your claims are settled promptly and efficiently.
- Assist with any negotiations that may be required with insurers or their loss adjusters.
- We will maintain close liaison with insurers and loss adjusters to ensure that all claims are processed as effectively as possible, subject to 1.6.1 above.

## Broking Terms of Engagement

- Promptly inform You of the appointment of any Loss Adjuster, Lawyer or any specialist appointed by the insurer.
- Collect or facilitate all claims settlements to your required bank accounts.
- We will administer claims notified by You during this Agreement until the claim is finalised. In the event of termination of this agreement We will no longer provide a claims service and hand over all claim files to the party nominated by You.

### **9 CONFIDENTIALITY**

We will treat any information in Our possession regarding You and Your insurance program as confidential. You expressly agree however, for Us to disclose such information to insurers and other interested third parties to enable them to provide services to You as may be required.

### **10 PROFESSIONAL INDEMNITY INSURANCE**

During the period of this Agreement, We will maintain in force Professional Indemnity Insurance against negligent acts, errors or omissions in accordance with the requirements of the Regulatory Bodies governing our business activities.

### **11 REMUNERATION**

In return for the services outlined above that will be provided by Us, We will receive remuneration on a Commission and Fees basis. All fees charged are non refundable. In the event of a cancellation of a policy prior to the end of the period of insurance we will retain the commission on any Return Premium applicable.

We use hourly rates as a general guide to determining the appropriate charge. We also take into account other factors including how complex and difficult the work is, the skill, specialised knowledge or responsibility involved, its urgency or priority and the value we add through our involvement. Our hourly rates are exclusive of GST and are general tax deductible.

Remuneration payable for Risk Management and other services which fall outside those described in this Agreement will be the subject of separate negotiations between the You and Us.

### **12 AGREEMENT PERIOD**

In consideration of the basis of remuneration agreed, this agreement will be in force until cancelled by either party.

### **13 TERMINATION**

Both parties may terminate this Agreement, by written notice to the other party of at least 30 days.

However, in circumstances where You elect to terminate this Agreement, We will retain all commissions earned on premiums paid by You and all brokerage fees paid by You to the date of the Termination.

We will provide all reasonable assistance and professional co-operation in any hand over of responsibilities and maintain Your records for five years, or such longer period in accordance with the requirements of the Regulatory Bodies governing Our business activities. We will remain willing to answer queries on the insurance arranged by Us during the duration of this agreement, although We reserve the right to be paid scale fees applying at the time of such enquiries.

### **14 NOTICES**

This Agreement contains all obligations owed by Us to You. All notices served under the Agreement will be directed to You at Your current business address at the time of the notice.