

Financial Services Guide

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

J W Bell & Associates Pty Ltd of
Level 4, QHA House. 160 Edward Street, Brisbane. QLD 4001
A.B.N. 13 010 032 818
AFSL 239125

This guide contains important information about:

- the services we offer you
- how we and our associates are paid
- any potential conflict of interest we may have
- our internal and external dispute resolution procedures and how you can access them

This is an important document. You should read it carefully and keep it in a safe place. If you are a retail client and we agree to give you advice we will provide you with a Statement Of Advice (SOA). This will contain 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 and we arrange an insurance policy for you, or if we recommend you buy a particular insurance policy, we will give you a Product Disclosure Statement (PDS) when required. It is prepared by the insurer and is designed to give you important information on the policy.

Not Independent

We are not independent, impartial or unbiased because

- we or our representatives or associates may receive remuneration or other gifts or benefit from:
 - the issuer of the product you buy (e.g commission that we retain); or
 - other third parties for related services provided in connection with the personal advice service (e.g premium funding, claims or loss adjusting or reinsurance services),

which may reasonably be expected to influence the personal advice provided to you.

- we or our representatives may be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; and
- we or our representatives or associates have associations or relationships with issuers of financial products and others that might reasonably be expected to influence the personal advice provided to you

We explain such arrangements in more detail in this document and you can ask us for more detail

However, it is important to note that when providing personal advice we are required under the Corporations Act to always act in our client's best interests. We also have policies and procedures for the proper management of conflicts of interests. You can ask us for more detail.

A Guide to our relationship with you and others

1. What kinds of financial services are we authorized to provide and what kinds of Financial Products do those services relate to?

We are able to provide financial product advice (personal and general) and deal in general insurance risk products.

There are a wide range of insurance policies we can arrange. These include, but are not limited to the following insurance policies:

- Motor vehicle insurance
- Home & Contents insurance
- Travel insurance
- Business Combined insurance including
- Contract Works Insurance
- Industrial Special Risks insurance
- Public/Products Liability insurance
- Professional Indemnity insurance
- Directors & Officers Liability Insurance
- Employment Practices Liability

We are authorised to provide you with personal advice as to 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. Before we provide any personal advice we will need to undertake a needs analysis so we can provide you with appropriate advice. We will also provide you with a Statement of Advice confirming our advice along with other relevant information on it.

The other services we can provide are:

1. general advice services – this is where we provide advice on an insurance product which is not based on our consideration of your personal needs. We will tell you when this is the case
2. dealing services – this is the service of arranging insurance policies, whether on your behalf or the insurer's. In doing so we can provide factual information about insurance policies such as
 - the nature of insurance policies
 - the coverage of insurance policies
 - options available under an insurance policy
 - the premium payable and payment options

2. Who do we act for?

As an Insurance Broker we normally act for you. We may enter into an agreement with an insurer to arrange policies on their behalf and not on your behalf. If we are given a binding authority from the insurer, this means we can enter into insurance policies and/or handle or settle claims on their behalf. WE will inform you when we act for the insurer and not for you.

3. Do we have any relationships or associations with product issuers which might reasonably influence us?

Other than the agency relationships noted above, we do not have any association or relationship with a product issuer which might reasonably influence us in providing our services.

4. What information do we maintain about you and how can you access it?

We maintain a record of your personal profile. That record contains information about insurance policies that we have arranged for you. The record may also contain details of your objectives, financial situation and needs collected for the purpose of giving you advice. We also maintain records of any recommendations made to you.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. If you wish to access your file, please ask us.

5. *How can you give us instructions?*

You need to give us instructions in writing, by letter, fax, email or by another method agreed by us. We will tell you what is possible when you contact us.

6. *How will you pay for the services provided?*

We may be paid in a number of ways which vary according to the service you require and our arrangements with the relevant insurer.

Your Duty of Disclosure

An insured has a duty under the Insurance Contracts Act to disclose matters the insured knows to be relevant to the insurer's decision to accept the risk or that a reasonable person could be expected to know to be relevant to the insurer, except for matters:

- That diminish the risk;
- That are of common knowledge;
- That the insurer knows or in the ordinary course of the insurer's business ought to know;
- As to which compliance with the duty of disclosure is waived by the insurer.

You have the same duty to disclose the abovementioned matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Non-Disclosure

If you fail to comply with your duty of disclosure, the insurer may be entitled to reduce his liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

Your Duty to Not Misrepresent

You must take reasonable care not to make a misrepresentation to your insurer. This responsibility applies until they issue you with a policy for the first time or agree to renew, extend, vary/change, or reinstate your policy. It is your duty to answer their questions honestly, accurately and to the best of your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you are answering questions on behalf of anyone, your insurer will treat your answers or representations as theirs.

If you do not meet the above duty, your insurer may reject or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and your insurer may treat your policy as if it never existed.

Conflicts of Interest

Conflicts of interest may arise in circumstances where some or all of your interests as our client are, or may be, inconsistent with some or all of our interests. We have a Conflict of Interest policy and procedure, including training and monitoring, to ensure we are aware of and manage any conflict of interest. Our company, staff and our representatives must comply with this policy and procedure. Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way as to avoid prejudice to any party.

Family Violence, Supporting Vulnerable Customers and Financial Hardship Policy

J W Bell & Associates Pty Ltd has a long-standing commitment to conducting its business with honesty and integrity and remains committed to full compliance with the Code and informing Customers and employees about information and assistance available to vulnerable people,

including those experiencing Financial Hardship and Family Violence.

This policy and the J W Bell & Associates Pty Ltd internal policy and training programs assist employees to:

1. Identify and understand if a Customer may be vulnerable;
2. determine how best, and to what extent, they can support a vulnerable Customer;
3. take account of a Customer's particular needs or vulnerability; and
4. engage with a vulnerable Customer with sensitivity, dignity, respect and compassion. This may include arranging additional support and referring the Customer to specialised people or services.

J W Bell & Associates Pty Ltd may need to be flexible and vary the approach based on individual circumstances, including providing more personalised support to help navigate our processes and working within any processes and procedures set by our security partners.

Please refer to our Family Violence, Supporting Vulnerable Customers and Financial Hardship Policy for further information

Interests of Other Parties

This policy does not provide Insurance cover in respect of the interest of any person not named in the policy.

Average/Underinsurance

(Applicable only to those policies which contain an average clause)

When your policy contains an average clause/underinsurance clause, this means that the Underwriter requires you to insure for the full value. If you do not do so, and you are underinsured, the Underwriter will pay you less in the event of a claim, in proportion to the amount of underinsurance, in particular, the Underwriter will pay an amount being the proportion that the Sum Insured bears to

the % shown in the policy to the full value.

Important considerations to avoid prejudicing your claim

Some insurance policies may limit or exclude your right to make a claim if, without the insurer's consent, you have agreed to:

- limit, waive or remove your rights to recover a loss from the third party responsible for causing the loss;
- remove subrogation rights that could prevent the insurer from recovering the loss from a third party; or
- voluntarily assume liabilities that you would not ordinarily have at law.

You should always seek legal advice before entering into an agreement which includes "indemnity", "hold-harmless", "contracting out" or "waiver" clauses as acceptance of these provisions may prejudice your right to make a claim under your policy.

Payment by Insurer

Unless we tell you otherwise, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations).

The commission is a percentage of the insurers base premium (i.e. premium excluding GST, Stamp duty, FSL fees and any other relevant government charges). The rate usually ranges between 5% and 30% but may vary from time to time dependent upon changes made by insurers. The commission rate does not represent our profit margin as it also reimburses us for administrative and other

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expenses we incur in providing our services. It also covers the cost of performing the distribution functions such as data entry, marketing, annual renewal marketing and underwriting.

Premium & Fees Paid by You

When you pay us your premium it will be banked into our trust account. We retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium.

We may charge you:

- an administration fee in addition to the commission when you enter into an insurance policy
- a flat fee for arranging an insurance policy or a fee based upon the time we spend advising you
- an annual management fee

you will be informed of the nature and amount of any fee involved prior to us performing the service for you.

Other Remuneration Information

Our staff members receive an annual salary that may include bonuses based on performance criteria. Where a third party has referred you to us, we may share part of our commission or fees with them or pay them an agreed referral fee.

Where we provide personal advice to you as a retail client, we will tell you the remuneration that we and our associates are to be paid for providing the advice in the Statement Of Advice. Additionally, Interest may be earned by us on premium payments.

If there is a refund of premium as a result of the cancellation or adjustment of the policy, we reserve the right to retain our remuneration earned prior to the cancellation or adjustment. If you need further advice, please ask us.

Premium Funding

In most cases, insurers require the full premium payment up front. Premium funding allows you to pay your premium via instalments. You will, however, need to pay interest to the premium funder on the amount borrowed.

J W Bell & Associates Pty Ltd, have a preferred supplier arrangement with IQumulate Premium Funding Limited (IQPF) for the arrangement of premium funding. In arranging premium funding with IQPF, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are suitable for you or that they are the most appropriate. You need to make your own decision based on the information provided.

Cooling Off Period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may return the policy. Details of your cooling off rights will be included in the relevant Product Disclosure Document.

Cancellations

If a cover is cancelled prior to expiry, we will refund the net return premium received from the insurer less our cancellation fee of up to \$20 + GST for Domestic and \$50 + GST for Commercial insurance.

Misstatement of Premium

We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however occasionally unintentional errors can occur. In the event, that an amount has been misstated, 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.

Compensation Arrangements

We have Professional Indemnity Insurance Policy (PI Policy) in place.

Our PI Policy covers us and our employees for claims made against us and our employees for errors and omissions or other allegations of professional negligence.

Our policy is in compliance with the Financial Services Reform Act as stipulated under Regulation 7.703A

If you have any further questions about this Financial Services Guide please contact us on phone number 07 3229 2205.

Steadfast

J W Bell & Associates Pty Ltd is a Steadfast Group Ltd ABN 98 073 659 677 (Steadfast) network broker. Steadfast is the largest general insurance broker network and the largest underwriting agency group in Australasia. We have access to various Steadfast network member services. Steadfast has exclusive arrangements with some insurers and premium funders under which Steadfast will receive remuneration which may help fund some of the member services used by us.

NIBA Code of Practice

We are a member of the National Insurance Brokers Association (NIBA) and are bound by the Insurance Brokers Code of Practice (the Code). We are also bound by NIBA's Code of Conduct. The Code sets out standards for Brokers to follow when dealing with clients. A copy of the code can be obtained from the NIBA website: www.niba.com.au/insurance-brokers-code-of-practice/ or by contacting our office.

What should I do if I have a complaint?

If you have any complaints about the service provided to you, you should take the following steps:

- Contact us and tell us about your complaint.
- If your complaint is not satisfactorily resolved within 24 hours, please contact the Compliance Officer on (07) 3229 2205 or put your complaint in writing and send it to us at:

Compliance Officer
J W Bell & Associates Pty Ltd
GPO Box 2767
Brisbane QLD 4001

- If the complaint cannot be resolved to your satisfaction within 21 days, you have to right to refer the matter to Australian Financial Complaints Authority. Details for AFCA are:

Address: GPO Box 3, Melbourne Victoria 3001
Phone: 1800 931 678
Fax [03] 9613 6399
Email: info@afca.org.au
Website: www.afca.org.au

AFCA is an independent external dispute resolution body approved by the Australian Securities & Investments Commission. AFCA resolves disputes at no charge to you and has the authority to deal with certain financial services disputes within its Terms of Reference.

If you think we may have breached the Code, you can report alleged breaches to the Insurance Brokers Code Compliance Committee (IBCCC).

You can contact the IBCCC using the following details:

Website: www.insurancebrokerscode.com.au

Email: : info@codecompliance.org.au

Telephone: 1800 931 678 (free call)

in writing to: IBCCC P.O. Box 14240, Melbourne VIC 8001

For further information about how we handle complaints or disputes please contact your broker

If you have any further questions about the financial services please contact us on (07) 3229 2205.

Retain this document for your reference and any future dealings with J W Bell & Associates.

How the Terrorism Insurance Act 2003 affects you

Following significant losses caused by acts of terrorism, most insurers stopped covering terrorism. As a consequence, the Australian Government introduced the *Terrorism Insurance Act 2003*. Under the Act, insurers can now get reinsurance cover for acts of terrorism from a new government body called the Australian Reinsurance Pool Corporation (ARPC).

How will the changes affect my cover?

If your Policy is *an Eligible Commercial Policy*, your premium may have increased to reflect the cost of terrorism cover provided by the Australian Reinsurance Pool Corporation. All eligible commercial policies now cover acts deemed by the Treasurer to be a *declared terrorist incident*. If a *declared insurance incident* occurs, any terrorism exclusion in current policies would not apply. Nuclear events and acts of war are still not covered. All other existing policy terms, conditions, exclusions, and insured limits, still apply. The exclusion for terrorism will remain in most policies, but will be overridden by the *Terrorism Insurance Act 2003* when a *declared terrorist incident* is judged to have occurred by the Treasurer.

What if I don't want terrorism cover?

The *Terrorism Insurance Act 2003* states that your insurer must provide cover for *eligible policies*. The Act does not allow you to opt out of this cover.

How is the terrorism premium calculated?

Each terrorism premium is a percentage of the total amount you need to pay, for that section of your policy to which the levy applies, before charges and taxes are applied. This percentage varies dependent upon the postcode zone(s) of your insured property.

The Australian Reinsurance Pool Corporation has created the following three percentages and zones:

- 2% for non urban.
- 4% for urban.
- 12% for CBD.

To find out which zone(s) your postcode(s) are in, visit www.arpc.treasury.gov.au.

In some cases, the terrorism levy may be nil.

From what date do the premium increases take effect?

Premium increases apply to eligible policies that begin or are due for renewal from 1st October 2003.

Which Policies are covered by the Act?

In general, the *Terrorism Insurance Act 2003* applies to commercial policies (or relevant sections) that cover commercial property, business interruption, public liability, theft, glass, and money.

Are my home and private motor policies affected?

The *Terrorism Insurance Act 2003* does not apply to home and private motor policies.

Where can I find more information?

You can find more information by referring to www.arpc.treasury.gov.au

Confidentiality Notice

This report contains information which is confidential to your organisation and J W Bell & Associates Pty Ltd. Accordingly, we trust you will understand this report is given to your organisation and its officers and employees in confidence and may not be reproduced in any form or communicated to any other person, firm or company without the prior approval of J W Bell & Associates.

Privacy Notice

At J W Bell & Associates Pty Ltd we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. This Privacy Policy describes our current policies and practices in relation to the collection, handling, use and disclosure of personal information. It also deals with how you can complain about a breach of the privacy laws and how you can access the personal information we hold and how to have that information corrected.

How and why we collect personal information

We collect personal information either directly from the relevant individuals or indirectly from third parties.

For example, an insured may not only provide us with information on themselves for the purpose of obtaining our services but also on other insureds who they represent. We may also obtain personal information from past insurers, witnesses to claims, health care workers and publicly available sources etc].

We collect personal information to be able to provide our various services. These include - insurance broking, claims management, risk management consulting, other forms of insurance services (including underwriting and reinsurance), employee benefits, superannuation and investment advisory services].

We also use it to help to develop and identify products and services that may interest clients, conduct market or customer satisfaction research, develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services]. For more information on our services please contact us.

How we use and disclose personal information

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 have a duty to maintain the confidentiality of our clients' affairs, including personal information. Our duty of confidentiality applies except where disclosure of your personal information is with your consent or compelled by law.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services.

For example, in arranging and managing your insurance needs we may provide information to insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, our advisers such as loss adjusters, lawyers and accountants, and others involved in the claims handling process. We also

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provide it to purchasers of our business and related companies].

We take reasonable steps to ensure that your personal information is accurate, complete, and up-to-date whenever we collect or use or disclose it.

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services.

What we expect of you and third parties we deal with

When you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties we disclose it to and how they can access it (as described in this document). If it is

sensitive information we rely on you to have obtained their consent to the above.

If you have not done either of these things, you must tell us before you provide the relevant information.

If we give you personal information, you and your representatives must only use it for the purposes we agreed to.

Where relevant, you must meet the requirements of the National Privacy Principles set out in the Privacy Act 1988, when collecting, using, disclosing and handling personal information on our behalf;.

You must also ensure that your agents, employees and contractors meet the above requirements.

Security of your personal information

We endeavour to protect any personal information that we hold from misuse and loss, and to protect it from unauthorised access, modification and disclosure.

[For example - We maintain physical security over our paper and electronic data stores and premises, such as locks and security systems. We also maintain computer and network security; for example, we use firewalls (security measures for the Internet) and other security systems such as user identifiers and passwords to control access to computer systems].

Electronic Delivery

If you have supplied your email address to us, we will send insurance documents including this FSG, SOA and PDS (if required) to that address unless you instruct us that you wish to receive these documents via a different method (e.g. hard copy sent to you by post).

Transfer of information overseas

We may transfer your personal information overseas where it is necessary to provide our service. For example, we sometimes use the internet to collect and process information. In addition, some insurers or reinsurers are based overseas and we need to provide your personal information to them to arrange your cover. In most cases, we only do this with your consent.

Opting Out

If we send you any information about services or products, or you do not want us to disclose your personal information to any other organisation (including related bodies corporate) you can opt out by telephoning, faxing or e-mailing us.

How to contact us

If you wish to gain access to your personal information, or you want us to correct or update it, or you have a complaint about a breach of your privacy, or any other query relating to our Privacy Policy, contact our Privacy Officer during business hours on:

Telephone: 07 3229 2205

Mail: GPO Box 2767, Brisbane Qld 4001

Email: info@jwbell.com.au

We will respond to your query or complaint as soon as possible and will try to resolve any complaint within 5 working days. If this is not possible, we will contact you within that time to let you know how long we estimate that it will take to resolve your complaint. Any unresolved complaints should be referred to the Privacy Commissioner.