

nepean **brokers** /

Nepean Brokers & Associates Pty.Ltd.



**FINANCIAL SERVICES  
GUIDE**

The financial services referred to in this financial services guide (FSG) are offered by:

Nepean Brokers & Associates Pty. Ltd. ABN 30 006 585 637, AFS License 227064 of  
3/1401 Point Nepean Rd, Rosebud VICTORIA 3939  
Telephone: 03 5982 2330  
Email: admin@nepean.com.au

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- the services we offer you.
- how we and others are paid.
- any potential conflict of interest we may have.
- our internal and external dispute resolution procedures and how you can access them.
- arrangements we have in place to compensate clients for losses.

#### Further information when personal advice is given

We will provide you with further information whenever we provide you with advice which takes into account your objectives, financial situation and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a statement of advice (SOA). When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

#### Product disclosure statement

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a product disclosure statement (PDS), unless you already have an up to date PDS. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that policy.

#### From when does this FSG apply?

This FSG applies from 30th September, 2010 and remains valid unless a further 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 by this FSG.

#### How can I instruct you?

You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned on page 1 of this FSG.

#### Who is responsible for the financial services provided?

Nepean Brokers & Associates Pty. Ltd. is responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG. Nepean Brokers & Associates Pty. Ltd. holds a current Australian Financial Services License No: 227064. The contact details for Nepean Brokers & Associates Pty. Ltd. are on the back of this FSG.

#### What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?

Nepean Brokers & Associates Pty. Ltd. is authorised to 'advise and deal in general insurance products to wholesale and/or retail clients. We will do this for you as your broker unless we tell you otherwise. Sometimes we will act under a binder or agency from the insurer. When we act under a binder or agency we will be acting as the agent of the insurer. This means that we represent and act for the insurer, not for you. We will tell you when we act under a binder or agency to arrange your insurance or advise you about your insurance needs.

#### Will I receive tailored advice?

Maybe not in all cases. However, we may need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange insurance policies for you or to give you advice about your insurance needs. We will ask you for the details that we need to know. In some cases we will not ask for any of this information. If we do not ask, or if you do not give us all of the information we ask for, any advice you receive may not be appropriate to your needs, objectives and financial situation. You should read the warnings contained in any SOA, or any other warnings that we give you, carefully before making any decision about an insurance policy. Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when you inform us about changes in your circumstances, and if agreed at the time of any scheduled status review or upon renewal of your insurances.

## Contractual Liability and your insurance cover

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers 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.

## What information do you maintain in my file and can I examine my file?

We maintain a record of your personal profile, including details of insurance policies that we arrange for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA or PDS that we give or pass on to you for the period required by law. We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request. A copy is also available on our website, [www.nepean.com.au](http://www.nepean.com.au). If you wish to look at your file please ask us. We will make arrangements for you to do so.

## How will I pay for the services provided?

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in some cases we will also charge you a fee. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the invoice.

If there is a refund of premium owed to you as a result of a cancellation or alteration to a policy, we will retain any fee we have charged you. We may also retain commission depending on our arrangements with the insurer. 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.

## How are any commissions, fees or other benefits calculated?

Our commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula: X = our commission

Y% = the percentage commission paid to us by the insurer.

Our commission varies between 0% and 25%.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

We do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. If we do, we will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 0% to 10% of our commission or fees. Our employees that will assist you will be paid a market salary in accordance with applicable awards. If we give you personal advice, we will inform you of fees, commission or other payments we, our associates or anyone referring you to us (or us to any insurer) will receive in relation to the advice.

## Do we have any relationships or associations with the insurers who issue policies or any other relationships?

Nepean Brokers & Associates Pty. Ltd. is a shareholder of Steadfast Group Limited (Steadfast). Steadfast has exclusive arrangements with some insurers under which Steadfast will receive between 0.5 - 1% commission for each product arranged by us with those insurers. These payments are used to operate Steadfast. Depending on the operating costs of Steadfast (including the costs of member services provided by Steadfast to us and other Steadfast shareholders) and the amount of total business we place with the participating insurers in any financial year, we may receive a proportion of that commission at the end of each financial year. As a shareholder of Steadfast we have access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are either funded by Steadfast, subsidised by Steadfast or available exclusively to shareholders for a fee. Steadfast is also a shareholder of Miramar Underwriting Agency Pty Limited (Miramar). As a shareholder, Steadfast may receive dividends from Miramar. These amounts will indirectly contribute towards the benefits we receive from Steadfast.

You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

If we arrange premium funding for you we may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or changes). If you instruct us to arrange or issue a product, this is when we become entitled to the commission. Our commission rates for premium funding are in the range of 0% to 3% of funded premium. When we arrange premium funding for you, you can ask us what commission rates we are paid for that funding arrangement compared to the other arrangements that were available to you. The amount of our commission and any fee that we charge will set out in the premium funding contract.

We have no other associations or relationships that might reasonably be expected to be capable of influencing you in providing the advice.

#### What should I do if I have a complaint?

1. Contact us and tell us about your complaint. We will do our best to resolve it quickly.
2. If your complaint is not satisfactorily resolved within 30 days, please contact our Complaints Manager directly or put your complaint in writing and send it to our Complaints Manager at the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly.
3. Nepean Brokers & Associates Pty. Ltd. is a member of the Financial Ombudsman Service (FOS). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to FOS. FOS can be contacted at GPO Box 3, Melbourne VIC 3001 on 1300 78 08 08, fax 03 9613 6399, email [info@fos.org.au](mailto:info@fos.org.au) or website [www.fos.org.au](http://www.fos.org.au).

#### What arrangements do we have in place to compensate clients for losses?

Nepean Brokers & Associates Pty. Ltd. has a professional indemnity insurance policy (PI policy) in place. The PI policy covers us and our employees for claims made against us and our employees by clients as a result of the conduct of us or our employees in the provision of financial services. Our PI policy will not cover us for claims relating to the conduct of representatives who no longer work for us.

#### Any questions?

If you have any further questions about the financial services Nepean Brokers & Associates Pty. Ltd. provides, please contact us.

#### Our Offices

##### Seaford Office

Suite 1, 5/85 Bardia Avenue  
Seaford VICTORIA 3198  
Telephone: 03 8796 3500  
Facsimile: 03 8796 3631  
Email: [seaford@nepean.com.au](mailto:seaford@nepean.com.au)

##### Rosebud Office

Shop 3, 1401 Point Nepean Road  
Rosebud VICTORIA 3939  
Telephone: 03 5982 2330  
Facsimile: 03 5981 1671  
Email: [rosebud@nepean.com.au](mailto:rosebud@nepean.com.au)

