**The financial services referred to in this Financial Services Guide (FSG) are offered by:**

**John Law**
(Authorised Representative No. 1262267)


**Broking For You Pty Ltd atf Broking For You Trust**
**T/as Broking For You Pty Ltd**

**Corporate Authorised Representative No.** 1262269

**ABN**: 83 235 351 535

**ACN**: 165 836 046

**Postal**: Broking For You Pty Ltd
PO Box 574
Balgowlah NSW 2093

**Tel**: 0475 297 401

**Email**: john@brokingforyou.com.au

**Authorised Representatives of:**

BMIA Broker Network Pty Ltd (the Licensee)

**ABN:** 25 089 049 749

**ACN:** PO Box 6559
Norwest NSW 2153

**Tel:** (02) 8824 3166

**Email:** compliance@bmianetwork.com.au


BMIA Broker Network Pty Ltd holds a current Australian Financial Services Licence No: 255003 and is responsible for the financial services that the Authorised Representative named within this document provides to you.

**Not independent**

BMIA Broker Network Pty Ltd and its Authorised Representatives are not independent, impartial or unbiased pursuant to section 923A of the Corporations Act because we maintain associations and relationships with issuers of insurance and other financial products and may receive remuneration, commission or other benefits when we provide personal advice to you in relation to insurance products and other financial products. BMIA Broker Network Pty Ltd and its Authorised Representatives may also be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided.

If you have any questions about this information, please ask us.

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| **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:<br>The services we offer you.<br>How we and our associates are paid.<br>Any potential conflict of interest we may have.<br>Our internal and external dispute resolution procedures and how you can access them.<br>Arrangements that are in place to compensate clients for losses. |
| **Further information when personal advice is given (*retail clients only)** | 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)**.<br><br>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 polices we have not compared those policies to other policies available, other than from those Insurers we deal with regularly. |
| **Product Disclosure Statement (*retail clients only)** | If you are a retail client and 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) or short-form PDS, unless you already have an up to date PDS or short-form PDS from the Insurer. The PDS or short-form PDS will contain information about the particular policy, which will enable you to make an informed decision about purchasing that product. |
| **From when does this Financial Services Guide (FSG) apply?** | This FSG applies from the date shown below in this FSG Footer, 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 you give us instructions?** | You can contact us to give us instructions by post, phone, fax or email on the contact details mentioned on page 1 of this FSG. |
| **Who is responsible for the financial services provided?** | BMIA Broker Network 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. BMIA Broker Network Pty Ltd holds a current Australian Financial Services Licence No: 233750. The contact details for BMIA Broker Network Pty Ltd are at the top of this FSG. The distribution of this FSG by us is authorised by BMIA Broker Network Pty Ltd |
| **What kinds of financial services are we authorised to provide and what kinds of financial product/s do those services relate to?** | The financial services referred to in this guide are provided by your Authorised Broker, who is authorised under the BMIA Broker Network Pty Ltd Australian Financial Services Licence to provide financial product advice and deal in general insurance products for wholesale and retail clients. We will do this on your behalf as your general insurance broker unless we tell you otherwise.<br><br>If we ever act under a binder arrangement, which means we have authority to issue policies as an agent for the insurer, rather than acting for you, we will inform you of this arrangement. |
| **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.<br><br>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.<br><br>Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. At renewal we may review your insurance however, in some cases we may automatically renew your insurance to ensure you continue to be covered. This renewal will not take into account any changes to your current financial situation or personal objectives or needs that you have not informed us of. |
| **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. |
| **Legal advice** | Our duty as a general insurance broker does not extend to giving legal advice. You should consult your solicitor when you need advice on legal matters. |

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

BMIA Broker Network Pty Ltd and your Authorised Broker (We) maintains a record of your personal profile including details of insurance policies that we arrange for you. BMIA Broker Network Pty Ltd 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, PDS or short-form 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.

BMIA Broker Network Pty Ltd has taken the appropriate action to ensure we comply with the Australian Privacy Principles ("APPs") and have established a Privacy Policy. A copy of our privacy policy is available on request, or at www.bmianetwork.com.au.

If you wish to access your file, please ask us. We will make arrangements for you to do so.

## How will I pay for the services provided?

Payment for the services we provide you are payable directly to BMIA Broker Network Pty Ltd each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. BMIA Broker Network Pty Ltd will receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to BMIA Broker Network Pty Ltd by the insurers. In some cases, you may also be charged a broker fee. This will be shown on the invoice that is sent to you.

The invoice provides methods of payment for our services and details of payment terms (14 days). BMIA Broker Network Pty Ltd pays the commission and broker fee to us after deducting a management fee.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. Depending on our arrangements with the insurer, BMIA Broker Network Pty Ltd will retain any commission that was paid to them by the insurer for the policy and we may retain the portion or all of the commission that was paid to us by BMIA Broker Network Pty Ltd We may also charge you a cancellation fee.

Non-payment of premium within applicable time frames could result in the insurer cancelling the contract of insurance or charging a penalty premium for time on risk.

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

If you require assistance from us with a claim which requires an unexpected and significant amount of time or expertise, we reserve the right to make an additional charge for it. Any charges will be agreed with you before we provide the services so you always know how much you will be required to pay.

## How are any commissions, fees or other benefits calculated for providing the financial services?

The commission the Insurer pays to BMIA Broker Network Pty Ltd will be calculated based on the formula:

**P X Y% = X.**

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

*Y%* = the percentage commission paid to BMIA Broker Network Pty Ltd the Insurer.

*X* = BMIA Broker Network Pty Ltd commission. BMIA Broker Network Pty Ltd commission varies between 0 and 30%.

We may also charge you a broker fee in addition to commission when you enter into an insurance policy. The amount of the fee will depend on the complexity of the services we are providing. The amount of any broker fee charged will be shown on your invoice.

BMIA Broker Network Pty Ltd deducts a management fee of between 0% and 22.5% from the total commission and broker fee received and pays the remainder of the broker fee and commission to us.

Our employees that will assist you with your insurance needs will be paid a market salary and may also receive a performance bonus based on both the value and quality of the work they do for our clients.

Where a third party has referred you to us, we may share part of our fees/commission with them or pay an agreed referral rate. If we do, we will pay commissions to those people out of the commission and fees passed to us by BMIA Broker Network Pty Ltd (not in addition to those amounts), in the range of 0 to 50% of our commission or fees.

If we give you personal advice, we will inform you of any 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 policies that are the subject of the advice.

See below for information on the Steadfast association and commission.

## Do we receive nonmonetary benefits for providing the financial service?

While providing services to you, we may receive non-monetary remuneration from insurers, underwriting agencies and third parties. This can include access to technology platforms and IT support, education and training, event sponsorship and marketing assistance. We do not accept non-monetary remuneration if this could reasonably be expected to influence the services that we provide to you.

## Do we have any relationships or associations which might reasonably influence us?

### Insurer Relationships

BMIA Broker Network Pty Ltd sometimes enter into specific arrangements with a limited number of insurers where we receive fees or other remuneration for the development of insurance solutions or the growth of various insurance portfolios. The remuneration BMIA Broker Network Pty Ltd receives from these arrangements is variable and is determined by the profitability of the recommended insurance products. We will only recommend these products where they meet your needs and are in your best interests. Any such relationship is managed under BMIA Broker Network Pty Ltd conflicts of interest policy which all staff and representatives must comply with. If we cannot provide services to you due to a conflict of interest that cannot be managed we will notify you immediately.

Where there may be a conflict of interest, we will contact you in a timely manner and clearly inform you that there may be a conflict of interest.

We work closely with a range of insurers and underwriting agencies to arrange high quality benefits, competitive pricing and superior service levels for our clients. Wherever possible we will recommend that clients deal with insurers that are authorised under the Insurance Act 1973 (Cth) to carry on insurance business in Australia and are subject to oversight by the Australian Prudential Regulation Authority. We will warn you when we recommend an unauthorised foreign insurer.

Some insurers give other benefits such as sponsorship of annual conferences, training and invitations to social business functions. These benefits may change from year to year. The receipt of these benefits may be based upon the volume of business placed with the provider but may also be more of an ad hoc reward. Occasionally we may also receive small gifts and gratuities. It is BMIA Broker Network Pty Ltd policy that gifts or gratuities may be accepted only if they are of an incidental nature. These amounts are not additional costs to you.

Despite the existence of any incentive, any decision to place business with such an Insurer will be based on the fact that this provides the best solution for you and not based on consideration of any incentive entitlement. BMIA Broker Network Pty Ltd may pass any incentive received on to us.

Steadfast Group Limited - BMIA Broker Network Pty Ltd is a Steadfast Group Limited (Steadfast) Network Broker Member.

As a Steadfast Network Broker, BMIA Broker Network Pty Ltd and our Authorised Representatives (We) have access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

You can obtain a copy of Steadfast's FSG at www.steadfast.com.au.

## The licensee and premium funding companies

If we arrange premium funding for you with a premium funder, we or BMIA Broker Network Pty Ltd 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 premium funding for you, this is when we become entitled to the commission.

Commission rates for premium funding are usually in the range of 0 to 4% of funded premium. When we arrange premium funding for you, you can ask us what commission rate we are paid for that funding arrangement compared to the other arrangements that were available to you. The amount we are paid is set out in the premium funding contract. Some premium funders may pay BMIA Broker Network Pty Ltd an administration and service fee for the distribution and management of their products.

## What to do if you have a complaint?

We welcome your suggestions, compliments and complaints as an opportunity to improve our service.

If you have any complaints about the service provided to you, please give us the opportunity to put things right by contacting us about your complaint in the first instance. Our contact details are on Page 1 of this document. We will acknowledge your complaint within 2 business days in writing or by telephone. We will take all reasonable steps to ensure that the person to whom your complaint relates does not handle your complaint. We will do our best to resolve your complaint within 5 working days.

If your complaint is not satisfactorily resolved within 5 working days, please contact BMIA Broker Network Pty Ltd Complaints Officer:

**T**: (02) 8824 3166
**E**: **compliance@bmianetwork.com.au**
**P**: PO Box 7165, Norwest NSW 2153

Please mark the envelope "Notice of Complaint".

If your complaint is referred to the Complaints Officer, BMIA will acknowledge receipt of your complaint in writing within 2 business days. We will work with BMIA to try and resolve your complaint quickly and fairly and no later than 30 days from receiving the response, providing you with updates at intervals of no later than 10 days.

BMIA Broker Network Pty Ltd is a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA can be contacted at:

**W**: www.afca.org.au
**E**: **info@afca.org.au**
**P**: 1800 931 678 (free call)
**In writing to**: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

## Insurance Brokers Code of Practice

BMIA Broker Network Pty Ltd is a principal member of NIBA and as such the BMIA Broker Network Pty Ltd staff and Authorised Brokers have adopted the Insurance Brokers Code of Practice(NIBA Code). A copy of the NIBA Code will be provided upon request or can be obtained from the NIBA website:
**https://www.niba.com.au/insurance-brokers-code-of-practice**

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

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| **Special assistance and access to our services** | We will take all reasonable steps to ensure our services are accessible to clients with special needs. Please let us know if you are experiencing any vulnerability when engaging our services, for example relating to your age, disability or mental or physical health conditions.<br><br>If you tell us or we identify that, due to your vulnerability, you need additional support or assistance, we will work with you as soon as possible to find a suitable way to provide our services to you. During this time, we will of course respect your right to privacy and self advocacy. If your circumstances mean that you need third-party support (such as a lawyer, interpreter or friend), we will work with you to allow for this when providing our services.<br><br>For further information on how we provide additional assistance or support, please see our **Vulnerable Clients policy.** |
| **What arrangements are in place to compensate clients for losses?** | BMIA Broker Network Pty Ltd have a Professional Indemnity policy in place. The PI policy covers BMIA Broker Network Pty Ltd employees, its contractors and its Authorised Brokers for claims made against them by clients as a result of their conduct in the provision of financial services.<br><br>The PI policy will cover BMIA Broker Network Pty Ltd and us for claims relating to the conduct of representatives who no longer work with us, in respect of the Financial Services provided under the BMIA Broker Network Pty Ltd Australian Financial Services Licence.<br><br>This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act. |
| **Any questions?** | If you have any further questions about the financial services we provide, please contact us. Please retain this document for your reference and any future dealings with us. |

## ADDITIONAL IMPORTANT INFORMATION

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| ***Retail Clients only** | Retail clients are individuals or those who purchase an insurance product for use in connection with a small business. However, they are only designated as retail clients when they purchase a general insurance contract which has been designated as a retail product i.e.:<br><br>Motor vehicle<br>Sickness and accident<br>Personal and domestic property<br>• Home building<br>• Consumer Credit<br>• Pleasure craft<br>• Home contents<br>• Travel<br><br>Any other kind of insurance prescribed in the Corporations Regulations 2001. |
| **New Business / Renewals** | You understand that all documents relating to insurance contracts should be completed by you and only you, however, at times this may be done by us with your consent. It is your (the Insured's) responsibility to ensure the accuracy of all information supplied on any documents/the proposal prior to signing the document. The policy document issued by the Insurer forms the agreement between you and the Insurer. Upon receipt of this document we recommend you check the details thoroughly to ensure the cover meets your requirements.<br><br>When your policy is due for renewal, we will give you at least fourteen (14) days' notice of expiry of any policy maintained by us. We will review your insurance requirements when you inform us of any alterations to your circumstances, however in some cases we may automatically renew those policies and you should contact us to inform us if any details are not correct.<br><br>We do not accept responsibility for policies not maintained by us. |
| **Policy Alteration / Endorsement** | Please contact us should you require alteration to details of the insured property or risk. An invoice will be issued to confirm the alteration we have placed with the Insurer. Our contact details are on Page 1 under BIB (QLD) Pty Limited. |
| **Cancellation** | Fees may be charged by us for managing any cancellation. Some Insurers charge cancellation fees or may not refund anything depending on policy conditions and/or how many days are left before the expiry date of the policy.<br><br>Details of our refund policy for commission and fees is in our letter of engagement with you. |
| **Cooling off Period (Applies for *retail clients only)** | 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 and receive a premium refund. If you choose to return a product within a cooling off period, we will return the commission to the insurer, however we reserve the right to retain our fees. The cooling off period is subject to legal requirements and terms and conditions of the policy. You should check the relevant PDS for full details. |

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| **Terms of Payment** | When we arrange, renew or vary cover on your behalf, we will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levies, GST, etc.) and our brokerage &/or fees. Invoices must be paid to us within fourteen (14) days of receipt, unless otherwise stated. Check your invoice for payment options. Please note that a surcharge will be applied to payments made by credit card, and that surcharge may change from time to time and will vary depending upon which type of credit card you choose to use. |

# PRIVACY POLICY

At Broking For You Pty Ltd atf Broking For You Trust T/as Broking For You Pty Ltd our people are committed to protecting your privacy in accordance with the Privacy Act 1998 (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.

## What information do we collect and how do we use it?

When we arrange insurance on your behalf, we ask you for the information we need to advise you about your insurance needs and management of your risks. This can include a broad range of information ranging from your name, address, contact details, age to other information about your personal affairs including your assets, personal belongings, financial situation, health and wellbeing.

We provide any information that the insurers or intermediaries who we ask to quote for your insurances and premium funding require to enable them to decide whether to insure you and on what terms, or to fund your premium and on what terms. Insurers may in turn pass on this information to their reinsurers. Some of these companies are located outside Australia. For example, if we seek insurance terms from an overseas insurer (e.g. Lloyd's of London), your personal information may be disclosed to the insurer. If this is likely to happen, we inform you of where the insurer is located, if it is possible to do so.

When you make a claim under your policy, we assist you by collecting information about your claim. Sometimes we also need to collect information about you from others. We provide this information to your insurer (or anyone your insurer has appointed to assist it to consider your claim, e.g. loss adjusters, medical brokers etc) to enable it to consider your claim. Again, this information may be passed on to reinsurers.

## What if you don't provide some information to us?

We can only fully advise you and assist in arranging your insurance or with a claim, if we have all relevant information. The insurance laws also require you to provide your insurers with the information they need to be able to decide whether to insure you and on what terms. You have a duty to disclose the information which is relevant to the insurer's decision to insure you.

## When do we disclose your information overseas?

If you ask us to seek insurance terms and we recommend an overseas insurer, we may be required to disclose the information to the insurer located outside Australia. For example, if we recommend a policy provided by Lloyd's of London, your information may be given to the Lloyd's broker and underwriters at Lloyd's of London to make a decision about whether to insure you.

We will tell you at time of advising on your insurance if they are overseas and in which country the insurer is located. If the insurer is not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to that insurer.

Australian and overseas insurers acquire reinsurance from reinsurance companies that are located throughout the world, so in some cases your information may be disclosed to them for assessment of risks and in order to provide reinsurance to your insurer. We do not make this disclosure, this is made by the insurer (if necessary) for the placement for their reinsurance program.

## How do we hold and protect your information?

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements. Our files are stored in password protected electronic media.

We may also hold information we collect from you initially in a working file, which when completed is electronically imaged and stored, after which any paper is destroyed in a secure manner.

We ensure that your information is safe by protecting it from unauthorised access, modification and disclosure. We maintain physical security over our paper and electronic data and premises, by using 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 where your information is stored.

## Will we disclose the information we collect to anyone?

We do not sell, trade, or rent your personal information to others. We may need to provide your information to contractors who supply services to us, e.g. to handle mailings on our behalf, external data storage providers or to other companies in the event of a corporate sale, merger, re-organisation, dissolution or similar event. However, we will take reasonable measures to ensure that they protect your information as required under the Privacy Act.

We may provide your information to others if we are required to do so by law, you consent to the disclosure or under some unusual other circumstances which the Privacy Act permits.

## How can you check, update or change the information you are holding?

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate, irrelevant, out of date or incomplete.

Broking For You Pty Ltd atf Broking For You Trust T/as Broking For You Pty Ltd
PO Box 574
Balgowlah NSW 2093
Email: john@brokingforyou.com.au

We do not charge for receiving a request for access to personal information or for complying with a correction request. Where the information requested is not a straightforward issue and will involve a considerable amount of time then a charge will need to be confirmed for responding to the request for the information. In some limited cases, we may need to refuse access to your information or refuse a request for correction. We will advise you as soon as possible after your request if this is the case and the reasons for our refusal.

## What happens if you want to complain?

If you have concerns about whether we have complied with the Privacy Act or this privacy policy when collecting or handling your personal information, please write to our licensee:

The Privacy Officer
BMIA Broker Network Pty Ltd
PO Box 6559, Norwest NSW 2153

Your complaint will be considered by our licensee, through their internal complaint resolution process, and they will try to respond with a decision within 30 days of you making the complaint.

## Your consent

By asking us to assist with your insurance needs, you consent to the collection and use of the information you have provided to us for the purposes described above. We may occasionally notify you via direct marketing about new services and special offers, events or articles we think will be of interest to you. We may send you regular updates by email or by post on insurance matters. If you would rather not receive this information or do not wish to receive it electronically, email or write to us. We may use your information internally to help us improve our services and help resolve any problems.

## Tell us what you think

We welcome your questions and comments about privacy and you may contact us through any of the contact details provided in this document.

If you do not notify us otherwise before next dealing with us, you confirm agreement to this above on your own behalf and/or on behalf of those you represent.