



## APOLLO RISK SERVICES

Australian Financial Services Licence No: 403727 / ABN 60 367 225 616

Apollo Risk Services Pty Ltd | Trading As Apollo Risk Services | ACN 150 334 348

# FINANCIAL SERVICES GUIDE

This Guide contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance matters including how any complaints you may have will be dealt with.

If you ask us to act as your general insurance broker, we will do so on the terms set out in this Guide as well as in other contractual documents we provide you such as a Letter of Appointment or Engagement.

This Guide 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 conflict of interests we may have*
- ▲ *What to do in the event of a complaint*
- ▲ *Arrangements we have in place to compensate clients for losses*

## ABOUT US

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Apollo Risk Services Pty Ltd trading as Apollo Risk Services holds an Australian Financial Services Licence No 403727 under the Corporations Act 2001. We are authorised to provide advice and deal in general insurance products (corporate, commercial and retail) to wholesale & retail clients.

We act on your behalf as your insurance broker unless we tell you otherwise.

Apollo Risk Services appoints Representatives who can either be Directors/staff or Authorised Representatives (including companies which are referred to as Corporate Authorised Representatives) to service your insurance Needs. Apollo Risk Services is responsible for the financial services provided by our Representatives, whether staff or Authorised Representatives.

Where we appoint Authorised Representatives, please refer to the Adviser Profile attached for their Authorised Representatives details. Apollo Risk Services authorises the distribution of this Financial Services Guide and Adviser Profile.

Apollo Risk Services is a member of IBNA Ltd (Insurance Brokers Network Australia) and subscribes to the Insurance Brokers Code of Practice.

## OUR SERVICES

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Apollo Risk Services Pty Ltd has comprehensive market knowledge in relation to general insurance products.

We can offer a range of services to assist you to protect your assets. These include:

- ▲ *Reviewing and advising on your insurance needs.*
- ▲ *Arranging and renewing insurance contracts on your behalf.*
- ▲ *Arranging premium funding, if required.*
- ▲ *Assisting with insurance claims.*

To enable us to provide advice which is appropriate to you, we will need you to provide us with complete information about the risk(s) to be insured, your past claims history and your needs and objectives. You should also tell us about any relevant changes as they occur. If you are unable, or choose not, to provide complete and accurate information to us, we will be unable to assess whether our advice meets or addresses your circumstances, needs or objectives. This may limit our ability to make appropriate recommendations. You will then need to assess the appropriateness of our advice, to your circumstances, needs and objectives, before acting on it.



## RETAIL CLIENTS

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Under the Corporations Act 2001 (The Act) Retail Clients are provided with additional levels of protection differing from other insurance purchasers. A Retail client is a person or small business employing less than 20 people (or less than 100 people if the business includes manufacturing) who seeks to acquire any of the following classes of insurance:

- ▲ *Motor Vehicle (up to 2 tonne carrying capacity)*
- ▲ *Home Buildings*
- ▲ *Home Contents*
- ▲ *Sickness & Accident*
- ▲ *Consumer Credit*
- ▲ *Travel*
- ▲ *Personal and Domestic Property (e.g., moveables, valuables, pleasure craft, caravans, mobile homes, personal effects, pets etc.)*

Typically Apollo Risk Services only provides general advice to our retail clients. General advice does not take into account your personal needs and objectives and you should consider the appropriateness of this advice to your circumstances before acting on it. We will provide you with a general advice warning in such cases.

When you ask us to provide you with a quote on 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 providing you the costs and terms of the insurance policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

If you want Apollo Risk Services to provide personal advice to you (i.e. advice provided after considering your financial circumstances, needs and objectives), please let Apollo Risk Services know.

Retail clients may also receive additional documents at the time or after, we provide you information about your insurance policy including:

- ▲ *Disclosure Statement - will contain information about the amount of our fees, commission, other benefits and any associations that may have influenced the giving of this advice. Your statement will be incorporated into your Tax Invoice;*
- ▲ *Product Disclosure Statements – these will contain information about the products we recommend to you; and*
- ▲ *Confirmation notices – these will confirm the details of transactions we have arranged on your behalf.*

If you need more information, or have any queries, including particulars of our remuneration, please feel free to telephone us. The request must be made within a reasonable time after you have received the FSG or any of the documents referred to above.

## IMPORTANT RELATIONSHIPS

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Apollo Risk Services is a shareholder of IBNA Ltd and has access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are funded by IBNA, subsidised by IBNA or available exclusively to shareholders for a fee.

For IBNA sourced insurance and premium funding products, IBNA is paid a commission on premiums for each product. This income is used to operate IBNA and any surplus funds may be paid to Apollo Risk Services as a dividend or as a rebate. Depending on the operating costs of IBNA (including the costs of shareholder services provided to us and other shareholders) and the amount of the total business we place with the participating insurers in any financial year, Apollo Risk Services may receive some of the commission at the end of each financial year.

## HOW CAN YOU INSTRUCT US

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You can provide us with instructions in person, by telephone, email or in writing.

**New Business** - If you need immediate cover, we can usually obtain an interim contract of insurance (which is generally valid for a month or less). To arrange this, we will need details of the property or risk and all other information which you need to disclose to the insurer.



We will then send you a proposal for completion. This must be returned to us before the interim cover expires.

We will send the original insurance contract documents as soon as they are issued by your insurer. As these are legal documents, you should keep them in a safe place.

**Renewals** - We will give you at least 14 days' notice of expiry of any insurance contract which we arranged or last renewed for you. If you want to change the details of the cover, contact us as soon as you receive the renewal offer.

If you wish us to continue the contract on your behalf, you must pay the premium and other charges before the commencement date shown on the invoice or within 14 days of the commencement date.

If you have arranged or renewed insurance directly with an insurer or through another broker we will not be responsible for notifying you of expiry or arranging renewal.

**Variations to your Insurance Cover** - You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities. You must tell us of any changes to your personal circumstances, needs or objectives that may be relevant to your insurance cover.

If you want to vary any cover, e.g. by increasing the sum insured or adding other property, please provide us with details of the changes you require and any other information you need to disclose to the insurer.

We will arrange the variation with the insurer and provide you with written confirmation.

**Claims** - We will receive your claims notifications, assist and advise you regarding the scope of cover and pass the information to the insurer.

If a loss adjuster is appointed we shall, with your permission, pass on your contact details and co-ordinate meetings. In the case of a major loss, we can attend the meetings with the loss adjuster if you wish us to.

We will promptly forward to you all claims documentation, insurance company settlement cheques and other information. If any claims are outstanding when you terminate our appointment as your insurance broker, we will do either of the following, whichever is preferable to you:

- ▲ *Negotiate settlement on your behalf subject to a claim service fee (to be agreed); OR*
- ▲ *Provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf.*

**Material Changes** - You must also notify your insurer of any significant changes which occur during the period of insurance. If you do not, your insurances may be inadequate to fully cover you.

We can assist you to do this and to ensure that your contract of insurance is altered to reflect those changes.

**Contractual Liability** - 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.

## REMUNERATION FOR OUR SERVICES

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**Commissions** - Your insurer pays us commission when arranging your new policy, renewal of your policy and on some variations to your policy. Our commission will be calculated based on the following formula:  $X=Y\%-P$

$X$ =our commission,  $Y$ =percentage commission paid to us by the insurer. Our commissions vary between 0 - 30% of the base premium (excluding statutory charges).  $P$ =the amount you pay for any insurance policy (less any government fees or charges included in that amount).

We may receive additional remuneration of up to 2.5% of the premium payable from a limited number of insurers with whom we have profit share or volume bonus arrangements. The remuneration Apollo Risk Services may receive from these arrangements is variable if we meet certain profitability targets and/or agreed sales volume set by the insurer.



**Fee for service** - When we finalise your cover we may also charge you an Administration and/or Broker Fee, which will appear separately on your Tax Invoice based on the product and the time we spend placing the insurance.

Any fees that Apollo charges you will be included in the total shown, which is based upon the time and complexity involved in arranging your insurance.

**Interest earned** - Any interest earned on monies held in trust is for the sole benefit of Apollo Risk Services.

**Staff remuneration** – Apollo Risk Services Directors and staff that service your insurance needs, are paid a salary and may receive a bonus and/or incentive which are based on a number of factors including achievement of company goals.

Where Apollo Risk Services appoints Authorised Representatives or Corporate Authorised Representatives they are paid a percentage (%) of the commission and fees earned by Apollo Risk Services in respect of clients serviced and this amount is reflected in their Adviser Profile.

**Referrer payments** - If you have been referred to us, we may share part of our commission or fees (of up to 30%) with the person who referred you or pay them an agreed referral fee. The amount paid to the referrer will not increase the amount you pay us.

**Premium funding** - 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 charges). If you instruct us to arrange or place a product, this is when we become entitled to the commission.

Our commission rates for premium funding are in the range of 1% - 3.0% 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 other arrangements that were available to you.

In the event of cancellation of a premium funded policy, the premium funder will determine if there are any outstanding payments payable by you. Otherwise, the returned premium from the insurer will be forwarded to you (less any fees or charges resulting from cancellation of the policy). Commissions received by Apollo Risk Services as a result of premium funding will not be returned to you when a policy is cancelled.

**Other benefits** - From time to time we may receive certain 'hospitality benefits', such as tickets to sporting events, movies, meals, bottles of wine, hampers etc. The maximum value of these benefits during the year is unable to be determined. However, the details of such benefits so far received are able to be viewed on a specially maintained Register upon your request.

## **CANCELLATION OR POLICY REFUND**

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In the event of a refund for the cancellation or adjustment of a policy, Apollo will refund the premium to you when received from the Insurer. The amount refunded to you will exclude any Brokerage and fees earned by Apollo Risk Services as these have been earned by us in placing and servicing your policy.

Separately, and in addition, Apollo Risk Services may charge an administration / cancellation fee where any insurance cover is cancelled, or varied resulting in a refund of insurance premiums by the insurer.

The administration / cancellation fee will be charged at Apollo's sole discretion and will be a minimum of \$20.00 in respect of any contract of insurance. You specifically authorise Apollo to deduct the administration / cancellation fee from monies held on your behalf in Apollo Risk Services' trust account to meet such fees.

## **TERMS OF PAYMENT**

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We will invoice you for the premium, statutory charges (e.g. stamp duty, GST, fire services levy if applicable etc.) and any fees we charge for arranging your insurances. You must pay us within 14 days of the policy inception date, or in the case of a renewal, before the expiry date of the contract of insurance. If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short term penalty premium for the time on risk.

**Credit Card** – if you pay by credit card, we will charge you a credit card (including arrangement and handling) fee which is disclosed on our tax invoice. This fee is non-refundable and reimburses us for bank interest, extra charges/costs and internal time generated from credit card use.



## PRIVACY

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Apollo Risk Services and all our Authorised Representatives 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 Guide and any other FSG, Statement of Advice, Product Disclosure Statement or short-form PDS that we give or pass on to you for the period required by law.

We are committed to implementing and promotion of a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request. It is also available on our website.

## COMPENSATION ARRANGEMENTS

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We have arrangements in place to ensure we maintain Professional Indemnity insurance in accordance with S912B of the Corporations Act 2001. In particular our Professional Indemnity insurance, subject to its terms and conditions, provides insurance cover for Apollo Risk Services in respect of services provided by Apollo Risk Services, its staff and Authorised Representatives in respect of our authorisations and obligations under our licence. This insurance will continue to provide cover in respect of services provided by any Authorised Representative or employee who has ceased work with us, for services provided whilst they were engaged by us.

## COMPLAINTS AND DISPUTES

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If you are not satisfied with our services please contact our complaints officer, Mr Carl King on (08) 9228 3332 or the contact details noted below and we will acknowledge your complaint in writing.

Your complaint will be handled in accordance with our Internal Disputes Resolution procedures and whilst we will do our best to resolve your complaints as quickly as possible, if your complaint cannot be resolved to your satisfaction within 45 days you have the right to refer the matter to the Financial Ombudsman Service (FOS) of whom we are a member. FOS can be contacted on 1800 367 287 or via email at [info@fos.org.au](mailto:info@fos.org.au). The address for FOS is Level 5, 31 Queen Street, Melbourne VIC 3000 (Postal: GPO Box 3, Melbourne, VIC, 3001).

The Australian Securities & Investments Commission (ASIC) has an info line on 1300 300 630 which you may use to obtain information about your rights.

Please retain this document for your reference and any future dealings with us.

Date of FSG: 26 November 2016

