

# Financial Services Guide

In Your Best Interests, Always

This Financial Services Guide (FSG) version 11 is valid from 28 August 2024 and contains information about the services we provide, our fees and charges and your rights as a client. Also outlined in this document are things you may need to know in relation to general insurance matters as well as our process for handling any complaints you may have.

If you engage us to act on your behalf as your general insurance broker, we will do so based on the terms set out in this FSG. This document will be the basis of our workings and we assume that you agree with the terms unless otherwise stated in writing.

#### About Us

The financial services referred to in this FSG are provided by:

## ORACLE GROUP (AUSTRALIA) PTY LTD

ABN 75 131 025 600

U2, 108 Wellington Street, St Kilda VIC 3182

Phone: 1300 776 346

Email: <u>info@oraclegroup.com.au</u>
Website: <u>www.oraclegroup.com.au</u>

Oracle Group (Australia) Pty Ltd trading as Oracle Group Insurance Brokers holds an Australian Financial Services Licence No. 363610 and is authorised to deal in general insurance products and to provide related advice to wholesale and retail clients. Oracle Group (Australia) Pty Ltd is responsible for the financial services provided to you.

#### **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.

## Who We Act For

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

#### Our Services

We are committed to provide comprehensive and sound advice on general insurance products based upon your needs and our industry knowledge. We offer a range of services to assist you in protecting your assets. These include:

- Review and advise you in relation to your insurance needs;
- Arrange and renew insurance contracts on your behalf;
- Arrange premium funding, if required;
- Assist with insurance claims.

To enable us to provide advice, which is appropriate to your circumstances, we will need you to provide us with complete information about the risk(s) to be insured and your past claims history. Please also tell us about any relevant changes as they occur.

If you elect to withhold, or are unable to provide information to us, our ability to comprehensively review your circumstances will be affected. This may limit our ability to make appropriate

recommendations when it comes to your individual insurance requirements. You will then need to assess our professional advice in relation to your needs and act accordingly.

Typically, we only provide General Advice to our Retail Clients.

#### LACK OF INDEPENDENCE

Why we are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you

We, Oracle Group (Australia) Pty Ltd, are not independent, impartial, or unbiased pursuant to section 923A of the *Corporations Act* because:

- We may receive commission when we provide personal advice to you in relation to insurance products and other financial products;
- We may have associations or relationships with issuers of insurance products and other financial products.

Further information about these benefits and relationships is set out in this Financial Services Guide.

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

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.

# Financial Services and the Products we are authorised to provide

The range of general insurance products we are authorised to provide to **Retail Clients** include *but are not limited to*:

Motor Vehicle, Home Building and Contents, Sickness and Accident, Motor Cycle, Pleasure Craft and Travel.

Our range of products for **Wholesale Clients** can include but are not limited to:

Business Insurance, Commercial Property, Public and Products Liability, Cyber and Privacy Protection, Management Liability, Professional Indemnity, Tax Audit, Marine Hull, Marine Transit, Marine Cargo, Protection and Indemnity, Motor Fleet, Construction and Workers Compensation.

### How to Contact Us

We are able to receive your instructions personally or by phone, email or letter. 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 and we will update our records accordingly.

# Remuneration

Generally, we are paid a commission by the insurer for arranging the policy which is based on a percentage of the premium less government charges, taxes, fees, or levies. The amount of the commission varies between 0% and 40% of the base premium that you pay.



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Where a policy is cancelled before the period of insurance has ended, we will usually retain the commission on any return premium involved as well as our broker fee, as we deem that was earned at inception.

Oracle Group (Australia) Pty Ltd may receive additional remuneration of up to 3% of the premium from insurers with whom they have profit share or volume bonus arrangements. This remuneration is payable if they meet certain agreed sales and/or profitability targets set by the insurer.

We may also charge you an administration and/or broker fee, which will appear separately on your Tax invoice. The amount we charge is based on the individual product and on the time and complexity in arranging the insurance. Oracle Group (Australia) Pty Ltd will retain any interest on premiums paid by you that is held in our trust account before paying the insurer.

In addition to the above, we may receive commission for premium funding, if we arrange this service on your behalf. Premium funding products enable you to pay your premiums by instalments. Premium funders do charge interest. The commission we receive is usually calculated as a percentage of the premium and may be up to 3%. In addition to this commission payment, Oracle Group (Australia) Pty Ltd may also be entitled to receive a volume bonus up to 2% of funded premium depending on the total amount we fund with some providers.

In some cases, our Representatives or Authorised Representatives may be paid a percentage of the commission earned in addition to their salary.

#### Important Relationships

We are a Steadfast Group Limited (Steadfast) Network Broker. Steadfast has exclusive arrangements with some insurers and premium funders (Partners) under which Steadfast will receive between 0.5 – 1.5% commission for each product arranged by us with those Partners. Steadfast is also a shareholder of some Partners

As a Steadfast Network Broker 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 Steadfast Network Brokers for a fee. You can obtain a copy of Steadfast's FSG at <a href="https://www.steadfast.com.au">www.steadfast.com.au</a>

Oracle Group (Australia) Pty Ltd has entered into an agreement with Balanced Underwriting Pty Ltd to provide new products and services to clients of Oracle Group (Australia) Pty Ltd. The Directors of Oracle Group (Australia) Pty Limited also own shares in Balanced Underwriting and may receive a share in the company's profit based on a profit share formula after deduction of claims and expenses. The percentage of profit payable may vary and is not guaranteed.

#### Privacy

The privacy of your personal information is important to us. We collect personal information to ensure that we are able to provide you with the products and services most appropriate to your needs.

We have adopted the principles set out in the Privacy Act 1988 as part of our continuing commitment to client service and maintenance of client confidentiality. For further details, please refer to our Privacy Policy on www.oraclegroup.com.au.

#### Compensation Arrangements

Oracle Group (Australia) Pty Ltd holds a Professional Indemnity Policy which extends to cover our Authorised Representatives and satisfies the requirements for compensation arrangements under Section 912B of the Corporations Act 2001.

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

If you have any complaints about the service provided to you please contact our Complaints Officer on (03) 8373 5473 or put your complaint in writing to contact Oracle Group (Australia) Pty Ltd at 2, 108 Wellington Street, St Kilda VIC 3182, or email to info@oraclegroup.com.au

Whilst we will do our best to resolve your complaints as quickly as possible, if your complaint cannot be resolved to your satisfaction within 28 days you may lodge a complaint: Australian Financial Complaints Authority

Online: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>
Phone: <a href="mailto:1800.931.678">1800.931.678</a> (free call)
Mail: <a href="mailto:GPO Box.3">GPO Box.3</a>
Melbourne VIC 3001

#### Terms of Business

By choosing to place your general insurance policy through Oracle Group (Australia) Pty Ltd you agree to the following terms of business.

#### Deemed Understanding/Acceptance

You have received a copy of this notice because you are a client of Oracle Group (Australia) Pty Ltd. It is deemed that you have read, understood and accepted these terms of business unless arrangements to the contrary have been made.

#### Completion of Insurance Forms

You understand that all documents relating to insurance contracts should be completed in your own handwriting, however at times this may be done by Oracle Group (Australia) Pty Ltd with your consent. It is your responsibility to ensure that all answers and details disclosed are true and correct. You discharge Oracle Group (Australia) Pty Ltd of all and/or any liability in this regard.

#### Contact Agreement

To ensure that we provide you with appropriate products and services, you agree to us contacting 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.

#### Renewals

Unless otherwise agreed in writing, prior to the expiry date, Oracle Group (Australia) Pty Ltd at its discretion may renew each policy of a renewable nature for its usual term to protect your interests.

#### Termination

Either party may terminate this appointment by written notice of not less than 30 days to the other.

#### 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.