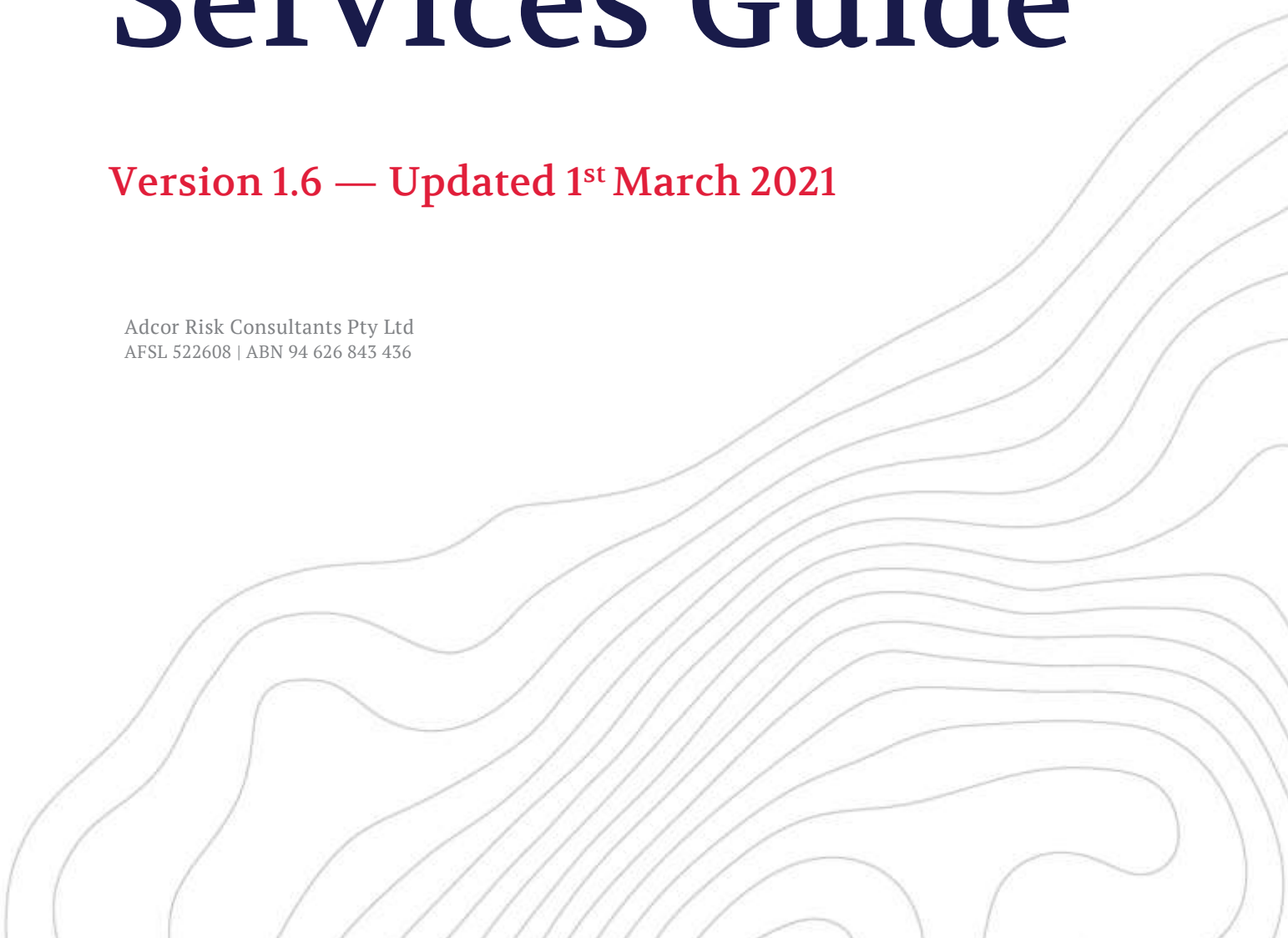




# Financial Services Guide

**Version 1.6 — Updated 1<sup>st</sup> March 2021**

Adcor Risk Consultants Pty Ltd  
AFSL 522608 | ABN 94 626 843 436



# Introduction

This Financial Services Guide has been prepared to provide you with details about Adcor Risk Consultants Pty Ltd (hereinafter called Adcor) and the services we provide, together with other important information that will assist you in your decision as to whether to use Adcor as your insurance broker.

This FSG applies from 1 March 2021 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.

## About Us

Adcor Risk Consultants Pty Ltd  
ABN: 94 626 843 436 ACN: 626 843 436  
Level 1, 34 Colin Street West Perth WA 6005  
PO Box 234 West Perth WA 6872  
Tel. +61 8 6117 9325  
Email. [info@adcorinsurance.com.au](mailto:info@adcorinsurance.com.au)  
Web. [www.adcorinsurance.com.au](http://www.adcorinsurance.com.au)

Adcor holds an Australian Financial Services License number 522608 under the Corporations Act 2001 and 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. Through this license Adcor is authorised to provide financial product advice and deal in general insurance products to both wholesale and retail clients.

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

## Our Services

We offer a wide range of services to assist you in protecting your assets and against any liabilities. These include but are not limited to:

- Complete contract reviews and provide comment on your insurance obligations.
- Conduct a review of your existing insurance arrangements and advise you of your on-going insurance needs.
- Arranging and renewing your insurance program.
- If required, assist in preparation of claims documentation and negotiate with insurers on your behalf.
- Issuing of insurance contract documentation in a timely manner once issued correctly by insurers.
- Arrange premium funding, if required.

## Documents we may give you

When we provide you with a financial service as a client we may also give you a Product Disclosure Statement issued by a product provider. This document contains information on the features, costs, risks and benefits of the particular product, as well as information designed to assist you in making an informed decision about whether to acquire the product.

Adcor Risk Consultants Pty Ltd may provide correspondence and important disclosures electronically.

We will use the email address provided by you for electronic delivery and notifications, including availability of items via a link on our website. You may contact us at any time to request correspondence by another method, such as by post.

## How can you give us instructions?

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

### Will you 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, at the time of any scheduled status review or upon renewal of your insurances.

## How are we remunerated

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We will often receive a commission/brokerage payment by the insurer for arranging your policy which is based on a percentage of the premium less stamp duty,

fire services levy, GST and any other government charges, taxes, fees or levies. The rate of commission/brokerage can vary and may range from 5% to 30%. The commission/brokerage is included in the total amount payable by you. Adcor retains the commission/brokerage from the amount you pay and will remit the balance to the insurer.

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.

We generally will also receive commission/brokerage on each renewal and some variations of your policy. The rate of commission/brokerage can vary and may range from 5% to 30%.

Alternatively, we may charge you a fee-for-service for arranging the policy rather than receive a commission/brokerage or a combination of both of these. In this case we will detail and discuss our remuneration with you. Please note that the commission does not represent our profit as it also reimburses any administrative or other expenses involved in providing our services to you.

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. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

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

Adcor may also from time to time receive non-monetary benefits from insurers such as training or insurer sponsored entertainment.

Adcor employees receive an annual salary and may be eligible for a performance based bonus based upon key performance measures such as new business generation, revenue growth and client retention. The bonus amount may range from 0% to 20% of the employee's annual salary. Employees may also be shareholders in Adcor.

In certain circumstances Adcor Risk Consultants Pty Ltd may pay an individual or a company for the referral of a client to Adcor. 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 5-20% of our commission or fees.

You have a right to request for further information in relation to the remuneration, the range of amounts or rates of remuneration, and soft dollar benefits received by the licensee or referrers.

## Steadfast Membership

Adcor Risk Consultants Pty Ltd is a Steadfast Group Limited (Steadfast) Network Broker. As a Steadfast Network Broker we have access to 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.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners may pay Steadfast commission of between 0.5 – 1.5% for each product arranged by us with those Partners or alternatively a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some of those Partners.

We may receive a proportion of any commission paid to Steadfast by its Partners at the end of each financial year (or other agreed period). 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 charges). 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 0.5- 1.0% 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.

## Professional Indemnity Insurance

Adcor Risk Consultants 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. This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

## Protection of your personal information

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 [adcorinsurance.com.au](http://adcorinsurance.com.au)

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

# Important Information

## Your Duty of Disclosure

A consequence of an insurance policy being a contract of the utmost faith is that before you enter into a contract of insurance, as a proposed insured you have a duty of disclosure to the Insurer every matter that you know, or could reasonably expect to know, which is relevant to the Insurer's decision whether to accept the risk of insurance and if so, on what terms. You also have the same duty of disclosure before you renew, extend, vary or reinstate and insurance policy or on the submission of a claim but you do not have to disclose anything:

- That diminishes the risk to be undertaken by the Insurer
- That is common knowledge
- That your Insurer knows or, in the ordinary course of business, ought to know
- As to which disclosure is waived by the Insurer

## Non-Disclosure

If you fail to comply with your duty of disclosure, the Insurer may be entitled to cancel the insurance policy from the start or to reduce its liability under the policy in respect of a claim.

## Utmost good faith

Every insurance policy is subject to the doctrine of utmost good faith, which requires that parties to the insurance policy should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

Failure to do so on the part of the Insured may permit the insurer to cancel the insurance policy from the start with the effect that you will have no cover, or to refuse to pay a claim, or both.

## Change of Risk or Circumstances

It is vital that you advise the Insurer of any changes to your company's usual business. For example, insurers must be advised of any:

- Mergers or acquisitions
- Changes in occupation or location
- New products or services, or
- New overseas activities

If you are in any doubt as to whether to notify your insurer of a change in business operations, please consult Adcor.

Please note that your duty to disclose applies also when you amend, alter, vary or endorse an insurance policy or when you make a claim.

## Cooling off period

If you decide that you do not require the retail insurance contract which has been arranged on your behalf, you have a minimum of 14 days from the earlier of the date you receive confirmation of the contract and the date it was arranged to change your mind. The insurer must be notified in writing that you wish to return the insurance contract and have the premium repaid. The insurance contract will be terminated from the time the insurer is notified and the premium returned. The insurer may retain its reasonable administration and transaction costs and a short-term premium.

You cannot return the contract of insurance if it is already expired or if you have made a claim under it.

This cooling off period only applies to retail clients.

## Mis-statement of premiums

Adcor take all reasonable effort to ensure the premiums (including all statutory charges) quoted to you are correct. The statutory charges are subject to constant change and vary markedly on a “state by state” basis. Some charges, such as Fire Service Levy (in NSW) are subject to retroactive adjustments 12 months in arrears. In the event that a premium is incorrectly quoted by Adcor or is subject to change (i.e. NSW Fire Service Levy), Adcor reserves the right to amend the premium to the correct amount for which you are liable to pay.

## Cancellation / Return of Premium

We cannot cancel a contract of insurance without written instruction from a person(s) who is authorised to represent each of the parties who are named as Insureds in the contract of insurance.

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 will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

## Terms of Premium Payment

We will invoice you for the premium, statutory charges (e.g. stamp duty, fire service levy etc.) and any fees we charge for arranging your insurances. You must pay us within 14 days of the date of invoice.

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.

## Contractual Liability and insurance

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.

## Direct offshore foreign insurers

Some insurance policies may be placed with (or partly with) a direct offshore foreign insurer that is not authorised under the Insurance Act 1973 to conduct insurance business in Australia. Such insurers are not subject to the provisions of the Act, which establishes a

system of financial supervision of general insurers in Australia.

It is a matter for your consideration whether you should ask us for further information on matters including:

- The name and postal address of the Insurer
- The country of incorporation of the insurer and whether that country has a scheme of financial supervision of insurers;
- The paid-up capital of the insurer;
- Which country’s laws will determine disputes under the insurance policy

## If you have a complaint

We are committed to providing quality advice to our clients. This commitment extends to providing accessible complaint resolution mechanisms for our clients. If you have any complaint about the service provided to you, you should take the following steps:

1. Contact your adviser and tell your adviser about your complaint.
2. If your complaint is not satisfactorily resolved within 7 days please contact Complaints Manager:

Mr. Alan Butler on (08) 6117 9325 or put your complaint in writing and send it to us at:

Adcor Risk Consultants Pty Ltd, Level 1, 34 Colin Street West Perth WA 6005,

or email [alan.butler@adcorinsurance.com.au](mailto:alan.butler@adcorinsurance.com.au)

3. We will try and resolve your complaint quickly and fairly.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority

Phone: 1800 931 678

Postal: GPO Box 3, Melbourne VIC 3001

Online: [www.afca.com.au](http://www.afca.com.au)

Email: [info@afca.com.au](mailto:info@afca.com.au)

Adcor Risk Consultants Pty Ltd is a member of this complaints resolution service.





*Adcor*

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