

**Don Hutton**  
**Insurance Brokers Pty Ltd**  
Trading As  
**The Builders Insurance Broker**

**Financial Services Guide**  
ABN 37 003 084 384

This document is the Financial Services Guide (FSG) for **Don Hutton Insurance Brokers Pty Ltd ABN 37 003 084 384** required by section 941A or 941B to be given in accordance with Division 2 of Part 7.7.

The purpose of this guide is to inform you about the person providing advice to you, the charges or remuneration that may be paid to the financial services licensee for the services offered and information on how complaints against the licensee might be dealt with.

This information is provided to assist you in determining whether to use the services outlined in this guide.

In addition to this guide you are entitled to receive either or both a Statement of Advice and Product Disclosure Statement (if applicable).

The Statement of Advice will be provided to you whenever we provide advice to you and will be based on information previously supplied by you about your needs, situation and financial position.

Where we recommend a financial product we will provide you with a Product Disclosure Document so that you are able to make an informed decision about possible acquisition of that Particular product.

We hold Australian Financial Services Licence No 230650. Under the Corporations Act 2001. We are authorised to provide financial product advice on, General Insurance Products, Life Insurance Risk Products and Superannuation.

We are authorised to Deal in a Financial Product being apply for, acquire or dispose of financial products on behalf of another with regards to General Insurance Products, Life Insurance Risk Products and Superannuation

We are members of the National Insurance Brokers Association and a member of Steadfast Group Limited. We subscribe to the General Insurance Brokers' Code of Practice.

### Privacy Policy

We are committed to maintaining your privacy and as such have implemented a privacy policy. A copy of our privacy policy is available on request. A copy is also available on our website [www.buildersbroker.com.au](http://www.buildersbroker.com.au)

### Our role as adviser

When providing you with advice we will be acting on your behalf. Any matters where conflict of interest may arise will be specifically provided to you prior to advice being given.

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.*

*Our advice to you will be based on the information you have provided to us about your circumstances. If this information is inaccurate or incomplete the advice given may not ultimately suit your particular circumstances. In such cases we will not be responsible for any loss that may result.*

You should ensure any information you provide to us is complete, factual and accurate. If required we will make your file available to you for confirmation.

### Our Services

We are committed to providing sound advice based upon your needs and our comprehensive market knowledge.

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.

We can advise about and arrange general insurance products tailored to suit your needs including but not limited to: Builders Warranty, Contract Works, Business Insurance, Liability, Marine, Professional Indemnity, Sickness & Accident, Personal Home and Motor, Tenanted Properties, and Boats. We can also assist you with Life & Disability, Superannuation, Workers Compensation.

To ensure we 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, your situation and your needs and objectives. You should also tell us about any relevant changes as they occur.

### Important Relationships

Don Hutton Insurance Brokers 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 policy 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 & other Steadfast shareholders) and the amount of total business we place with 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 & training, legal, technical, banking & recruitment advice & assistance, group insurance arrangements, product comparison & placement support, claims support & group purchasing arrangements. These member services are either funded by Steadfast, subsidised by Steadfast or available to Shareholders exclusively for a fee. You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

### How we will look after your insurance needs

#### Receiving Instructions

You can provide us with instructions in person, by telephone, e-mail or in writing using our Licensee contact details. In all instances instructions must be confirmed in writing.

#### New Business

Contact us as soon as possible if you need cover for a risk or property that is not insured. 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. You will need to complete and sign this and return it to us as soon as possible and before the interim cover expires. We will send the original insurance contract documents as soon as they are issued correctly 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 renewed for you. At that time we will send you an offer to renew the insurance contract and invoice detailing the cost of renewal. If there is a change to your circumstances please notify us as soon as possible. This will allow us to assess the appropriateness of your insurances and whether you require further advice from us.

#### Variations

You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities. If you want to vary any cover, eg 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

You must report all claims to our office immediately. As part of our claims service we will receive your claims notification, assist and advise you regarding the scope of cover provided by your policy and pass the information to the insurer. We will promptly forward to you all claims documentation, Insurance company settlement cheques and other information.

## Complaints Handling

We are current members of Insurance Brokers Disputes Limited (IBD). Our membership number is 103174. We have in place an internal dispute process. If you have a complaint: You should contact our office to explain the complaint.

We will attempt to satisfy your complaint within 5 days.

If we are unable to satisfy your complaint within the time you may wish to take your complaint to the IBD. Their contact number is 1300 780 808

If you have a dispute about an insurer, then you should contact the Insurance Ombudsman Service on 1300 780 808.

## Cooling Off Period

If you decide that you do not require a contract of retail insurance which has been arranged on your behalf the cooling off period allows you to cancel the policy – Subject to the terms & conditions contained in the Insurers Product Disclosure Statement. You cannot return the contract of insurance if it has already expired or if you have made a claim under it.

## Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter you know is relevant to the insurer's decision whether to accept the risk of the insurance and, if so on what terms. You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matter:

- 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 compliance with your duty is waived by the insurer.

## Non Disclosure

If you fail to comply with the duty of disclosure, the insurer may be entitled to reduce his liability under the Contract in respect of a claim or may cancel the contract.

If your non-disclosure is fraudulent, then the insurer may also have the option of avoiding the Contract from its beginning.

## Average / Co-Insurance

Some policies contain a clause where you are required to insure for the full value. If you do not, you are underinsured and the insurance company may reduce the claim proportionately.

## Liability Insurances

Most policies will not cover you for liability resulting from events which occurred before commencement of cover. In addition, notification of claims or possible claims should always be made in writing during a period when the policy is in force.

## Interests of other Parties

Some insurance contracts do not cover the interest in the insured property or risk of any one other than the person named in the contract. Common examples are where property is jointly owned or subject to finance but the contract only names one owner or does not name the financier.

Please tell us about everyone who has an interest in the risk insured so that we can ensure that they are noted on the contract of Insurance.

## Waiver of Rights—Subrogation

Where another person is liable to compensate you for any loss or damage otherwise covered by a policy, but you have agreed with that person either before or after a loss or damage occurred that you would not seek to recover any moneys from that person, the insurance company may not cover you under their policy for any such loss or damage. Therefore you must not agree to give away any of your rights.

## Material Changes

You must also notify your insurer of any changes, which occur during the period of insurance. If you do not, your insurance 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.

## Remuneration

When we arrange a general insurance product, we will be entitled to receive from the product issuer, commission which ranges between 0 and 22.5% of the base premium (exclusive of government taxes & charges), depending upon premium and product. We charge a broker fee depending on commission received and the work involved.

If another AFS licensee refers us to a product issuer we may receive from that broker part of the commission that the product issuer pays to them when the product is arranged.

## Referrers Remuneration

If a person or organization referred you to us as a client, we may pay them between 0-50% of any fees or commission received from the sale of any financial services to you as a marketing consideration. This payment will not increase the amount you pay to us for the financial service.

## Interest earned on your premium

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 whilst 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.

## Terms of Payment

### Invoices

We will invoice you for the premium, statutory charges eg. Stamp duty, fire services levy, GST, terrorism etc. and any fees we charge for arranging your insurance.

You must pay us upon receipt of the invoice 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, we are obliged to advise the insurer. The insurer has the right to 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 Fees

If you pay by credit card we may charge you a fee.

We will always advise you if a fee for using a credit card will apply. This fee reimburses us for bank fees associated with credit card use.

### Premium Funding

Premium funding products enable you to pay your premiums by installments. Premium funders charge interest. We can arrange premium funding on your behalf if required. We may receive from the premium funder a commission ranging from 0 –2.5% of the amount financed, for arranging this contract.

### Installment Contracts

If your method of paying premium is by installments and your installment payment becomes due and is outstanding for 14 days or more your claim may be denied. If your payment is in default beyond 30 days your policy is likely to be cancelled by the Insurer.

### Cancellation

A contract of Insurance may be cancelled upon receipt of a request in writing from the insured parties however if a contract of insurance is cancelled before expiry of the period of insurance, the insurer may impose a penalty rate for cancellation. We will refund to you only the net return, which we receive, from the insurer.

### Providing Entity

Don Hutton Insurance Brokers Pty Ltd t/as

The Builders Insurance Broker

ABN 37 003 084 384

Australian Financial Services Licence No 230650

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