



## **FINANCIAL SERVICES GUIDE (FSG)**

### **ALPHAXO RISK PARTNERS Pty Ltd (AlphaXO)**

**This FSG sets out our services and responsibilities. It is designed to assist you in deciding whether to use any of those services and contains important information about:**

- the services we offer you
- how we and others are paid
- our internal and external dispute resolution procedures and how you can access them

#### **From when does this FSG apply?**

This FSG applies from 1 March 2018 and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG that covers services not included in this FSG, but it will not replace this FSG.

#### **Further Information About Our Advice**

If we provide you with personal advice, which takes into account your objectives, financial situation and needs, we will provide you with a confirmation of that advice.

This may include the advice provided, the basis of the advice and information on our remuneration and/or any relevant associations or interests. This information will either be provided in a separate notice (e.g. on the invoice) or in a separate document called a Statement of Advice (SoA).

#### **Product Disclosure Statement**

Where applicable, we will provide you with a Product Disclosure Statement (PDS) for all insurance policies we offer to arrange for you. This is document prepared by the insurer and contains information to help you make an informed decision about purchasing that policy.

#### **Financial services and products**

AlphaXO is authorised to provide financial product advice about General Insurance products. We are also authorised to issue, acquire, apply for, vary and dispose of these products. In doing so, we can act for both retail and wholesale clients. In most of these cases, we act as your broker.

However, in some instances, we act as an agent of the insurer under a 'binder'. This allows us to ensure the insurer is 'bound' to provide you with the insurance cover. In so doing, we represent the insurer and thus act for them and not for you. We will tell you when we act under a binder or agency at the time we arrange your insurance or advise you about your insurance needs.

#### **Tailored advice**

In some cases, 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, issue insurance policies to you or to give you advice about your insurance needs. We will ask you for the details we require, and confirm this information and our advice to you. You should read the warnings contained in any important notices or Statement of Advice that we give you, before making any decision about an insurance policy.



### **General Advice Warning**

If we provide you with general advice that does not take into account any of your particular objectives, financial situation or needs, we will provide you with a general advice warning. Before you act on this advice, you should consider the appropriateness of the advice taking into account your own objectives, financial situation and needs and read the Product Disclosure Statement that we will provide to you for the relevant policy.

### **Duty of Disclosure**

Before you enter into a Contract of general insurance with an Insurer, you have a duty under the law to disclose to the Insurer every matter that you know, or could reasonably be expected to know, that is relevant to the Insurer's decision whether to accept the risk of 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 an insurance Contract. This duty applies until the insurer agrees to insure you.

Your duty however does not require disclosure of any 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 the compliance with your duty is waived by the Insurer

### **Non Disclosure**

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce the liability under the Contract in respect of a claim or may cancel the Contract. If your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

### **How are the services paid for?**

The insurer pays us a commission based on the insurance premium of each policy. Commission is paid at rates between 0% and 35%. Relevant taxes, charges and levies are then applied.

In some cases, we may also charge you a fee (one-off, time-based or an annual management fee). Details of these will be shown on the invoice that we send you, along with the payment methods and the time frame for you to pay.

We may also be entitled to administration costs and/or a profit commission depending upon the overall profitability of a portfolio of business bound with a particular insurer or panel of insurers.

If there is a refund of premium as a result of a cancellation or alteration to a policy, we will retain any fee we have charged you. We may also retain commission depending on our arrangements with the insurer.

When you pay us your premium it will be banked into our trust account, from which we pay the insurer (less our commission). We will retain any interest earned on the premium while it is in our trust account and apply it against the cost of conducting business.

Where a third party has referred you to us, we may share part of our remuneration with them or pay them an agreed referral fee. Our staff receive an annual salary that may include bonuses based on performance criteria.

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

### **Relationships with insurers**

AlphaXO works closely with insurers and underwriting agencies to achieve superior benefits and competitive pricing for our clients. Where possible, we will deal with insurers and underwriting agencies that are authorised under the Insurance Act 1793(Cth) to conduct business in Australia and who are subject to supervision by the Australian Prudential Regulation Authority (APRA). We will advise you in the event we recommend an insurer who is an unauthorised foreign insurer and is therefore not subject to Australian regulation. We do not guarantee the solvency of any insurer.



### **Premium Funding**

If we arrange premium funding for you we may be paid a commission of 1% to 3% by the premium funder. The commission is usually calculated as a percentage of your total insurance premium and is payable upon your instruction to arrange or issue the product.

### **How can you instruct us?**

You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned in this FSG.

### **What Should I Do If I Have A Complaint?**

1. Contact the Complaints Officer on +61 (0)2 8236 8600 and tell us about your complaint, or put your complaint in writing and send it to the Sydney office address noted in the footer of this FSG.
2. We will do our best to resolve it fairly within 20 working days of receiving your complaint.
3. AlphaXO is a member of the Financial Ombudsman Service Limited (FOS). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to FOS. FOS can be contacted on 1300 780 808, email [info@fos.org.au](mailto:info@fos.org.au) or website <http://www.fos.org.au/>
4. Copies of our Internal Dispute Resolution Procedure are available and you can obtain a copy by contacting us.

### **Compensation Arrangements**

AlphaXO has a professional indemnity insurance policy (PI policy) in place. This PI policy provides cover for claims made against us and our employees by clients as a result of our conduct in the provision of financial services. This cover extends to representatives who no longer work for us.

### **Any questions?**

If you have any further questions about the financial services AlphaXO provides, please [contact us](#). Please retain this document for your reference and any future dealings with AlphaXO.