



# Financial Services Guide

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The financial services referred to in this financial services guide (FSG) are offered by: Clear Insurance Pty Ltd ABN 41 601 916 689 Australian Financial Services (AFS) Licence No 548953.

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This FSG sets out the services that we can offer you. It 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 others are paid.
- any potential conflict of interest we may have.
- our internal and external dispute resolution procedures and how you can access them.
- arrangements we have in place to compensate clients for losses.

It is an important document and remains valid unless a further FSG is issued to replace it. Please read it carefully and keep it in a safe place.

## From when does this FSG apply?

This FSG applies from 25 September 2023 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.

## How can I instruct you?

You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned on page 1 of this FSG.

## Further information when personal advice is given

We will provide you with further information whenever we provide you with advice which takes into account your objectives, financial situation and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a Statement of Advice (SOA).

When you ask us to recommend 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 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 insurers we deal with regularly.

## Product Disclosure Statement (PDS)

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a Product Disclosure Statement (PDS), unless you already have an up-to-date PDS. The PDS will contain information about the policy which will enable you to make an informed decision about purchasing that product.

### 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, Clear Insurance Pty Ltd, are not independent, impartial, or unbiased pursuant to section 923A of the *Corporations Act* because:

- We may receive remuneration, commission, gifts or other benefits when we provide personal advice to you in relation to insurance products and other financial products;
- We may be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; and/or
- 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.

## A Guide to Our Relationship with You and Others

### Who is responsible for the financial services provided?

Clear insurance Pty Ltd 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.

Clear insurance Pty Ltd holds a current Australian Financial Services Licensee (AFSL) No: 548953. The contact details for Clear Insurance Pty Ltd are on page 1 of this FSG.

### What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?

Clear Insurance is authorised to advise and deal in general insurance products to wholesale and/or retail clients. We will do this for you as your general insurance and risk adviser unless we tell you otherwise.



Our services include:

- Reviewing and advising on your general insurance needs
- Arranging and renewing general insurance on your behalf
- Assisting you with general insurance claims
- Arranging premium funding

#### **Will I 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 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 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 Statement of Advice (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 or at the time of any scheduled status review or upon renewal of your insurances.

If your circumstances change, our recommendations may no longer be appropriate. Please inform us of any changes so that we can confirm your insurance is still suitable for your needs. Our contact details are set out on page 1.

#### **Advice and documents we give retail clients**

A retail client is an individual or small business who receives advice in relation to Motor Vehicle (2 tonnes or less); Home Building & Contents; Sickness & Accident; Consumer Credit; Travel; Personal and Domestic Property; or Medical Indemnity Insurance Products. These products are also referred to as Prescribed or Eligible Products.

Retail Insurance has a cooling-off period. You may change your mind about a contract of retail insurance, within 14 days (or longer if the insurer allows it) from the date you receive confirmation of the insurance and 5 days after the insurance policy was arranged (whichever occurs earlier).

You must tell the insurer in writing that you wish to return the insurance policy and have the premium repaid. The insurance policy will be terminated from the time you notify the insurer. The insurer may retain its reasonable administration and transaction costs and a short-term premium. You cannot return the contract of insurance if it has already expired or if you have made a claim under it.

#### **General Advice**

When we have given you advice of a general nature, rather than personal advice, we will tell you so and refer you to the relevant Product Disclosure Statement (PDS) for you to decide if it is right for you. We may give you other documents when providing our services including, Statements of Advice (SOA) and Product Disclosure Statement (PDS).

### **How We Look After Your Insurance Needs**

#### **Terms of Engagement**

Our appointment and terms of engagement remain in place until cancelled in writing by you or Clear Insurance. We will issue a letter of engagement that outlines the standard terms of our engagement as your general insurance and risk advisers.

#### **Termination of Agreement**

We may terminate our agreement with you should you fail to disclose complete and accurate information or fail to pay invoices within the agreed timeframe. You may cancel our appointment by giving us a minimum of 30 days' notice in writing. Our appointment is exclusive and replaces the appointment of your current broker.

#### **Contractual Liability and your Insurance Cover**

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. For example, some agreements (such as leases) disclaim or limit the liability of the other party (such as the lessor). 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.

#### **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 may be able to secure an interim contract of insurance (which is generally for one month or less). To arrange this, we will need details of the property or risk to be insured and all other information that may be required by a prospective insurer which you must provide as part of your ongoing duty of disclosure.

We will then send you a proposal for completion. You will need to complete, sign, and return it to us as soon as possible and before the interim cover expires.

We will send you the original insurance documents once correctly issued by the insurer. These are legal documents that you should keep safe.



### Continuity of Cover

It is important to maintain continuity of cover. Accordingly, if a contract of insurance falls due and we are unable to contact you, we will automatically arrange for the policy to be held covered (or renewed if necessary).

If you do not require the cover, we ask that you tell us as soon as possible. A short-term premium may apply. You must advise us if you do not wish us to provide this service.

### Variations

You should review your insurance policies carefully and regularly to ensure that they are and remain adequate and appropriate for your needs and circumstances. Please provide us with details of changes and any other information you feel may be relevant or require disclosure to your insurer.

### Renewals

We will give you at least 14 days notice of expiry of any insurance policy which we arranged or previously renewed for you. Please provide written instructions for policies you wish us to renew. We will notify you when your renewal has been effected.

If you arrange or renew your insurances directly with an insurer or through another broker, we will not be responsible for notifying you of expiry or arranging further renewals unless you ask us to do so, and we accept those instructions.

### Cancellation

We can only cancel a contract of insurance on the written instructions of a person authorised to represent each of the parties who are named as insureds. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If you cancel your insurance mid-term, you may be entitled to a premium refund depending on the terms and conditions of your insurance. Fees or commission for arranging the insurance are non-refundable.

### Claims

When you need to make a claim, we can advise you if it is covered under that policy and assist you to prepare and submit the claim to the insurer. If there is uncertainty about whether a claim is covered under your policy, we will advise you.

If the insurer appoints a loss adjustor we shall, with your permission, pass on your contact details and coordinate meetings. For major losses, we can attend the initial meeting with the loss adjustor at your request.

We will promptly forward to you all claims documentation, insurance company settlement cheques and other information.

If you decide to terminate our appointment as your insurance broker and there are any claims outstanding, we will provide details of the claim(s) to your new insurance broker on request so that they may continue to negotiate settlement on your behalf.

### Sums Insured

Some insurance policies require you to bear a proportion of each loss or claim if the sum insured is inadequate. These provisions are called average or co-insurance clauses.

If you do not want to bear a proportion of any loss, when you arrange or renew your contract of insurance, ensure that the amount for which you insure is adequate to cover the full potential of any loss. If you insure on a new for old basis, the sum insured needs to be sufficient to cover the new replacement cost of the property.

## DUTY OF DISCLOSURE, DUTY TO NOT MISREPRESENT

When you apply for insurance, you need to tell us certain information which would affect an insurers decision to insure you. For this reason, under the Insurance Contracts Act (ICA) 1984, you and everyone insured under your policy, have a duty of disclosure to the insurer.

- If we ask you questions that are relevant to an insurer's decision and terms, you must answer honestly and tell us anything that a reasonable person in the circumstances would include in answering the questions.
- When renewing your insurance contract, we may give you a copy of anything you previously told the insurer and ask if it has changed. If we do this, you must tell us about any change or that there is no change.
- Failure to tell us about a change may lead your insurer to cancel your contract or reduce the amount paid to you if you make a claim, or both. If your failure to tell us is fraudulent, your insurer may refuse to pay a claim and treat the contract as if it never existed.
- You have this duty until the insurer agrees to insure you, renew, vary or endorse the insurance contract.

We can assist you to tell the insurer about changes and to ensure that your contract of insurance is altered to reflect those changes, if necessary.



### Interests of Other Parties

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

Please tell us about everyone who has an interest in the property insured to ensure that they are noted on the policy.

### Standard Covers

Insurance laws prescribe minimum standard cover provided by motor vehicle, home buildings, home contents, sickness and accident, consumer credit and travel insurance policies.

If an insurer wishes to offer a different cover or less than the minimum amount, they must clearly inform you in writing that they have done so. They can do this by providing a Product Disclosure Statement and a copy of the insurance policy wording.

### Unusual Terms

If an insurer wants to rely on a term in an insurance policy which is not usually included in policies that provide similar cover, they must clearly inform you in writing of that term. Again, they may do so by providing you with a Product Disclosure Statement and a copy of the insurance policy wording.

### What information do you maintain in my file and can I examine my file?

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 at [www.clearinsurance.com.au/privacy](http://www.clearinsurance.com.au/privacy).

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

### How will I pay for the services provided?

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges, and levies. Brokers often receive a payment based on a percentage of this premium (excluding relevant taxes, charges, and levies) called commission, which is paid by the insurers. However, in some cases we will also charge you a fee. These will all be shown on the invoice that we send you.

You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the 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 charge a short-term penalty premium for the time on risk.

If there is a refund or reduction of your premium because 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.

### How are any commissions, fees or other benefits calculated for providing the financial services?

The Government's Quality of Advice Review recommended advisers disclose details of commissions they may receive for the issue or sale of general insurance products (including any subsequent renewals) and any services provided to the client.

Ahead of the review, Clear Insurance stopped accepting insurer commissions and moved to a fee-for-service model with no hidden commissions. Our focus is on providing clear, good advice that serves to protect our client's success.

In return for the services we provide, we charge a fee with no hidden commissions.

Our fee is calculated based on the following formula:

$$X = (F\% \times P)$$

$$X = \text{Our Fee Total}$$

$$F\% = \text{Our fee is 25.5\% plus GST of the total of your insurance policy premiums}$$

$$P = \text{Total of your insurance policy premiums less government fees or charges}$$

There is a minimum fee of \$295 plus GST for each policy.

Occasionally, insurers require us to accept commissions due to their invoicing system. In that case, we deduct the commission amount from our fee and declare that on your invoice accordingly.



Any commission we are required to receive is calculated based on the following formula:  $X = Y\% \times P$

In this formula:

X = Our commission

Y% = the percentage commission paid to us by the insurer.  
Commission varies between 0% and 27.5%.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

We do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. 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 0% to 70% of our commission or fees.

Our advisers that will assist you with your insurance needs are paid a market salary.

Some insurers provide other benefits such as expense reimbursement for example, training, resources, lunches, or corporate gifts. These benefits change from year to year. We do not permit our advisers to accept this type of benefit where the value is greater than \$1,000 in any year.

If we give 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.

See below for information on the Steadfast association and commission.

**Do you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?**

#### *Steadfast*

Clear Insurance 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 and their Authorised Representatives for a fee.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners may pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners. You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au).

#### *National Insurance Brokers Association (NIBA)*

Clear Insurance Advisers are members of NIBA and subscribe to the Insurance Brokers' Code of Practice. We may receive indirect benefits from this membership. NIBA may receive sponsorship or advertising from financial product issuers and service providers depending on the continued support of the products by members to assist with organisational costs. Sponsorship and advertising allow these product issuers and service providers the opportunity to promote their product range to NIBA Members.

#### *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 issue a product, this is when we become entitled to the commission.

Our commission rates for premium funding are in the range of 0 to 4% 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.





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

1. Contact us and tell us about your complaint. We will do our best to resolve your complaint quickly and fairly.
2. If your complaint is not satisfactorily resolved within 20 working days, please contact our Complaints Officer, Lisa Carter, by phone or tell us about your complaint in writing:

**Phone:** 1300 721 132

**Email:** [lisa.carter@clearinsurance.com.au](mailto:lisa.carter@clearinsurance.com.au)

**Post:** Complaints Officer  
Clear Insurance  
PO Box 2764, Ascot QLD 4007

3. If our brokerage is unable to resolve the complaint to your satisfaction, you can access the free Steadfast Customer Advocacy service. It can assist if you have a problem related to satisfaction, or fair treatment in relation to your dealings with us, or your insurer.

You can access the advocacy service by emailing the customer advocacy team or by phoning the Steadfast Group Ltd Head Office and asking to speak to the Customer Advocacy service:

**Email:** [customeradvocacy@steadfast.com.au](mailto:customeradvocacy@steadfast.com.au)

**Phone:** 02 9495 6500 - Steadfast Head Office

4. Clear Insurance is a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by Clear Insurance or the Steadfast Customer Advocacy Service, you have the right to refer the matter to the AFCA. The AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:

**Post:** Australian Financial Complaints Authority  
GPO Box 3  
Melbourne, VIC 3001

**Phone:** 1800 931 678

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

**Web:** [www.afca.org.au](http://www.afca.org.au)

### What arrangements do you have in place to compensate clients for losses?

Clear Insurance 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 because of the conduct of us or our employees in the provision of financial services.

Our PI policy will cover us for claims relating to the conduct of representatives who no longer work for us. This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

### Any questions?

If you have any further questions about the financial services Clear insurance provides, please contact us using the contact details on page 1 of this document.

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