

This Financial Services Guide (FSG) is an important document that we are required to give to you under the requirements of our Australian Financial Services Licence. It is designed to help you make an informed decision about whether to use us. It includes details about the financial services we are able to provide to you, the remuneration that may be paid to us and our employees for providing those services and how any complaints are dealt with.

The information in the FSG is current at the date of issue and is general information only. In this FSG, the words “we”, “our” or “us” is a reference to McCormick Harris. “You” and “your” refer to you as our client or the insured person.

If you ask us to act as your general insurance broker, we will do so on the terms set out in this FSG. Unless you tell us otherwise in writing, we assume that you agree with these terms. If there are any alterations to these terms, we will advise you in writing. In addition to this FSG, we may provide you with additional information depending on the type of product or service you choose. You may receive a Product Disclosure Statement (PDS) or other type of Offer Document. The PDS or Offer Document contains information about the particular product and will assist you in making an informed decision about that product. If you need more information or have any questions, please feel free to contact us.

#### Who is Insura Broking Group?

Insura Broking Group (Aust) Pty Ltd trading as Insura Broking Group is an Authorised Representative 1267581 of McCormick Harris 238979. McCormick Harris Insurance are registered trading names of McCormick Harris & Associates Pty Ltd. McCormick Harris & Associates Pty Ltd are holders of an Australian Financial Services License under the Corporations Act 2001 to provide financial product advice on, and deal in general insurance products.

McCormick Harris Insurance was established in 1996 following the merger of two existing insurance businesses. We aim to develop close working relationships with our clients to provide them with the most professional and reliable advice on their commercial Insurance requirements and their related personal insurance covers.

#### What services can Insura Broking Group supply?

A range of services to assist you in protecting your assets. These include:

- » Arranging and renewing insurance contracts on your behalf
- » Arranging Premium Funding if required
- » Assisting with insurance claims.

Advise about and arrange all general insurance products on your behalf including:

- » Boat Insurance
- » Business Insurance
- » Caravan Insurance
- » Construction Insurance
- » Farm Insurance
- » Home and Contents Insurance
- » Liability Insurance
- » Marine Transit Insurance.
- » Motor Vehicle Insurance
- » Professional Risk Insurance
- » Warranty Insurance
- » Workers' Compensation

#### Code of Practice

McCormick Harris is a member of the National Insurance Brokers Association (NIBA). As a member of NIBA, we subscribe to the Insurance Brokers Code of Practice (Code). The Code sets out standards for brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and possible conflicts of interest. You can ask us for a copy of the Code or visit the NIBA website ([www.niba.com.au](http://www.niba.com.au)).

#### Relationships, Associations and Conflicts of Interest

When you do business with us, you will usually deal with our employees or our Authorised Representatives and, in this case, Insura Broking Group. In some cases, you may be referred to or advised to use, the services of companies within the McCormick Harris or joint venture arrangements that McCormick Harris may enter into from time to time. Services provided by another member of the McCormick Harris Group to you are provided on an arm's length basis. Conflicts of interest are circumstances where some or all of your interests are inconsistent, or diverge from, some or all of our interests. Conflicts of interest are managed in accordance with the Code.

McCormick Harris is a Steadfast Network Broker (Steadfast). They have exclusive arrangements with some insurers where they receive between 0.5 – 2.5% commission on the premium placed by us with those insurers. These payments are used to operate Steadfast. Depending on the operating costs of Steadfast and the amount of total business placed with the participating insurers in any financial year, McCormick Harris may receive some of that commission at the end of each financial year.

As a Steadfast Network Broker, McCormick Harris can access services including operating and compliance tools, advice and assistance from professional bodies, group insurance arrangements, product comparison and placement support, claims support and purchasing arrangements.

#### How will Insura Broking Group look after your insurance needs?

##### 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 insurance cover, 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 proposal and return it to us as soon as possible 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 last renewed for you. At that time, we will send you an offer to renew the insurance contract and invoice you for the cost of renewal.

If you want to change the details of the cover, please contact us as soon as you receive the renewal offer. If you wish us to renew the contract on your behalf, you must provide us with written instructions to do so and/or pay the premium and other charges before the date shown on the invoice. In some circumstances, we may be able to arrange for the insurer to cover you temporarily before payment is received but we cannot guarantee this. We will notify you when renewal has been affected.

If you arranged or renewed insurance directly with an insurer or through another broker, we will not be responsible for notifying you of expiry or arranging renewal unless you ask us to do so.

##### 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, e.g. 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. You can provide us with instructions in person, by phone, email or in writing.

##### Making A Claim

Please contact us immediately if you need to lodge a claim.

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

#### How are Insura Broking Group, McCormick Harris and other Authorised Representatives paid?

McCormick Harris will pay an Authorised Representative an amount based on the level of commission received by McCormick Harris for insurance arranged on your behalf. Alternatively, the Authorised Representative may charge a fee based on the nature of services provided.

McCormick Harris employees are paid by salary that includes superannuation benefits. The amount of salary varies according to the employee's position within McCormick Harris. Bonuses or incentives may be payable depending upon a number of factors including performance and the achievement of company goals.

#### Fees we Pay to Referrers

If a person has referred you to us, we may pay them 5% to 65% of our commission. This will not increase the amount you pay us.

#### How do you Pay your Premiums?

##### Invoices

We will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levy etc.) and any fees we charge for arranging your insurances. You must pay us within 30 days of the date 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, 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.

##### Premium Funding

Premium Funding products enable you to pay your premiums by instalments. Although they do not usually require any security, premium funders do charge interest. We can arrange Premium Funding on your behalf if required. The licensee is paid a commission ranging from 0%-3.5% for arranging your Premium Funding.

## Credit Card Fees

If you pay by credit card we may charge you a credit card fee (including arrangement and handling) which is always disclosed to you. This fee is not refundable. The fee reimburses us for bank interest, extra charges/costs and internal time attributable to credit card use.

## What if you change your mind and do not want the Policy?

### Cooling Off Period - Retail Insurance only

If you decide that you do not need a contract of retail insurance 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. You must tell the insurer in writing that you wish to return the insurance contract and have the premium repaid. If you do so, the insurance contract will be terminated from the time you notified the insurer and the premium will be returned. The insurer may retain its reasonable administration and transaction costs and a short-term premium.

If a contract of insurance is cancelled before expiry of the period of insurance, we will refund the net premium we receive from your insurer. We will not refund our fees or commission for arranging the insurance.

### Duty of disclosure - (non-consumer insurance contracts only)

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

### Duty to not make a misrepresentation - (New Business - consumer insurance contracts only)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA. Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

### Duty to not make a misrepresentation - (Renewal - consumer insurance contracts only)

Before you renew or vary your policy, you have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of your policy that is a consumer insurance contract, which is a term defined in the ICA.

This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

## Material Changes

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

## Privacy

Your privacy is important to us. Our Privacy Policy explains how we use and disclose your personal information in accordance with the Australian Privacy Principles. Our Privacy Policy is available at [www.insurancehouse.com.au](http://www.insurancehouse.com.au) or upon request when contacting us.

## Sums Insured - Average and Co-Insurance

Some insurance contracts require you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the amount of the loss. These provisions are called 'average' or 'co-insurance' clauses. If you do not want to bear a proportion of any loss, you must ensure that the amount for which you insure is adequate to cover the full potential of any loss at the time you arrange or renew your contract of insurance. If you insure on a "new for old basis", the sum insured must be sufficient to cover the new replacement cost of the property insured.

## Interest of Other Parties

Some insurance contracts 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 contract only names one owner or does not name the financier. Please tell us about everyone who has any interests in the property insured so that we can ensure that they are noted on the contract of insurance.

## Waiver of Rights

Some insurance contracts seek to limit or exclude claims where the insured person has limited their rights to recover a loss from the person who was responsible for it e.g. by signing an agreement which disclaims or limits the liability of the other party. Please tell us about any contracts of this type which you have or propose to enter.

## Unusual Terms

If an insurer wants to rely on a term in a contract of insurance which is not usually included in contracts that provide similar cover, they must clearly inform you in writing of that term. They may do so by providing you with a copy of the insurance contract.

## Cancellation

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

We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909. If a contract of insurance is cancelled before expiry of the period of insurance, we will refund the net premium we receive from your insurer. We will not refund our fees or commission for arranging the insurance.

## Complaints

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA) a Free Consumer Service. Further information is available from our office, or contact AFCA directly on 1800931678 or visit [www.afca.org.au](http://www.afca.org.au). We also adopt The Insurance Brokers Code of Practice.

## Contact details for McCormick Harris are:

Phone: 03 5438 1666  
Email: [mick@mhi.com.au](mailto:mick@mhi.com.au)  
Mail: 422 Hargreaves Street, Bendigo VIC 3550  
Web: [www.mccormickharris.com.au](http://www.mccormickharris.com.au)

If you are not happy with the response we provide, you may refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA offers a free independent dispute resolution service.

## You can contact AFCA by:

Phone: 1800 931 678  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Mail: Australian Financial Complaints Authority Limited, GPO Box 3, Melbourne VIC 3001  
Web: [www.afca.org.au](http://www.afca.org.au)

## Client Compensation

McCormick Harris holds a Professional Indemnity Policy. This policy is designed to pay claims by Third Parties (including our clients) arising out of our or an Authorised Representative's professional negligence. The policy satisfies the requirements for compensation arrangements under Section 912B of the Corporations Act 2001.

