# FINANCIAL SERVICES GUIDE

The financial services referred to in this Financial Services Guide ('FSG') are offered by Surefire Insurance Brokers ABN 33 664 956 567 ('Surefire Insurance Brokers') as a Corporate Authorised Representative (AR 1303868) of:

O'Regan Group Pty Ltd trading as O'Regan Group Insurance Brokers ('O'Regan Group') ABN 27 080 001 065 | AFSL No: 230806.

Surefire Insurance Brokers and O'Regan Group can be contacted at:

Head Office: Level 1 / 297 Vincent Street, Leederville WA 6007

Telephone: 08 9247 7888

Kalgoorlie Office: 104 Hannan Street, Kalgoorlie WA 6433

Telephone: 08 9021 6524

Email: admin@oregangroup.com.au - Web: www.oregangroup.com.au

This FSG sets out the services we can offer you. It is designed to assist you in deciding whether to use any of those services and contains 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; and arrangements we have in place to compensate clients for losses.



We are not considered independent, impartial or unbiased in accordance with s923A of the Corporations Act 2001 as we may receive commissions, gifts or other benefits when we provide personal advice in relation to insurance products and other financial products.

Retail clients are entitled to receive certain information whenever we provide any personal advice which takes into account your objectives, financial situation or needs. The information will be included on the Tax Invoice we provide to you and will include information about the amount and/or description of fees, commissions, other benefits and any associations that may have influenced the giving of this advice. When advising on certain classes of insurance retail clients may also receive a Statement of Advice (SOA) which will document this information as well as the advice given to you and the basis of our advice.

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 particular policy which will enable you to make an informed decision about purchasing that product. You should consider the PDS before making any decision about an insurance policy.

# Who is responsible for the financial services provided?

O'Regan Group is responsible for the financial services provided by Surefire Insurance Brokers to you, or through you to your family members, including the distribution of this FSG. O'Regan Group holds a current Australian Financial Services Licence no: 230806 issued by the Australian Securities and Investments Commission (ASIC). O'Regan Group has authorised the distribution of this FSG.

What kinds of financial services are you authorised to provide to me and what kinds of financial products do those services relate to?

We, Surefire Insurance Brokers, are authorised by O'Regan Group is authorised to provide advice and deal in general insurance products to wholesale and retail clients. When providing our services we act on your behalf as your insurance broker. As your broker, our role is to work with you to:

- Assist you to identify and understand your individual and/or business risks;
- Assist you in deciding what risks to insure, including how you can manage those risks in other ways;
- Prepare submissions to potential insurers and seek insurance quotes;
- Negotiate terms and premiums with the insurer;
- Assist you to regularly review your insurance program.

We also will facilitate the placement, renewal and any changes of cover required with the chosen insurer(s) based on your instructions, assist to arrange premium funding and provide assistance in the event you need to make a claim.

Please see 'What should I expect when receiving services' for further information.

O'Regan Group is also a subscriber to the Insurance Brokers Code of Practice (the **Code**). The Code has been developed by the <u>National Insurance Brokers Association</u> (**NIBA**) as part of a national self-regulatory scheme and is intended to promote and maintain high levels of professionalism and integrity in insurance broking, with higher standards for education and client service levels than those that are required by law. We are bound by the standards of the Code, which is monitored and enforced by a Code Compliance Committee. If you do not feel our services have met the requirements of the Code, you can report the matter to the Code Compliance Committee here. A copy of the Code is available here, upon request or from our website.





### From when does this FSG apply?

This FSG applies from 1<sup>st</sup> July 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 information by post, phone or email on the contact details mentioned on page 1 of this FSG.

#### Will I receive tailored advice?

In preparing our advice to you, our primary focus is on providing advice to you that is suitable for your individual and/or business risks, needs and circumstances (**Personal Advice**). To achieve this 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.

However 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 (**General Advice**). We will make it clear if we are providing general advice to you at the time of advice provision.

### 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. O'Regan Group often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to O'Regan Group by the insurers. However, in some cases we will also charge you a fee which will be between \$100 to \$10,000 maximum, anything outside of this range will be negotiated on prior to the provision of services.

These will all be shown on the invoice we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay O'Regan Group within the time set out on the invoice.

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), O'Regan Group will retain any fee charged to you. O'Regan Group will also retain commission depending on the arrangements with the insurer, or charge you a cancellation fee equal to the reduction in the commission (note - minimum cancellation fee is \$100 plus GST).

When you pay O'Regan Group your premium it will be banked into O'Regan Group's trust account. O'Regan Group retain the commission from the premium you pay and remit the balance to the insurer in accordance with their arrangements with the insurer. O'Regan Group will earn interest on the premium while it is in their trust account or may invest the premium and earn a return. O'Regan Group 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?

Our commission will be calculated based on the following formula X = Y% x P

In this formula:

**X** = O'Regan Group's commission

Y% = the percentage commission paid to O'Regan Group by the insurer. (commission varies between 0 and 33%); and

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

As a related body corporate of the O'Regan Group, 100% of the commission and/or fees paid to O'Regan Group is then passed onto Surefire Insurance Brokers.

Any fees that we charge you will be based upon the time spent providing you with the services you require and will be disclosed on the front of the Tax Invoice provided to you.

We will invoice you for the premium, statutory charges (e.g. Stamp duty, GST, etc.) and any fees we charge for arranging your insurances. You must pay O'Regan Group within 14 days of the policy inception date 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.

O'Regan Group do not often pay any commissions, referral fees or benefits to others who refer you to us or refer us to an insurer. If O'Regan Group do, they will pay these benefits out of O'Regan Group commissions or fees (not in addition to those amounts) in the range of 1% - 20%.

Most of our employees that will assist you with your insurance needs will be paid a market-based salary. Dependent upon the performance of the employee and the group over the year, they may be entitled to a bonus payment. Any such payments made to employees is paid from the remuneration received by O'Regan Group and not an additional cost to you.

Where 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.



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

O'Regan Group is a Steadfast Group Limited ('Steadfast') Network Broker and certain Directors hold shares in Steadfast. 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% commissions 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 Partners. You can obtain a copy of Steadfast's FSG at <a href="https://www.steadfast.com.au">www.steadfast.com.au</a>.

If we arrange premium funding for you O'Regan Group may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that O'Regan Group are paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or changes). If you instruct us to arrange or issue a product, this is when O'Regan Group become entitled to the commission. O'Regan Groups' commission rates for premium funding are in the range of 1% to 2% of funded premium. When we arrange premium funding for you, you can ask us what commission rates are paid for that funding arrangement compared to the other arrangements that were available to you. The amount of O'Regan Group's remuneration will set out in the premium funding contract.

We have a referral arrangement with Steadfast Life Pty Ltd ABN 81 111 380 388 AFSL 421904 (Steadfast Life Express) where O'Regan Group receive 33% commission (plus GST) of any initial and renewal commissions received by Steadfast Life Express for Life Insurance Products referred to Steadfast Life Express by our office. You can obtain a copy of Steadfast Life Express's FSG at <a href="https://www.steadfastlife.com.au">www.steadfastlife.com.au</a>. O'Regan Group also have an arrangement with National Credit Insurance (Brokers) Pty Ltd ('NCI') where O'Regan Group will receive up to 20% of NCI's commission for any clients referred to NCI.

From time to time we or O'Regan Group may receive non-monetary benefits from insurers, underwriters or other third parties. This may include but is not limited to access to technology platforms and IT support, education and training, marketing assistance and certain 'hospitality benefits' (such as tickets to sporting events, movies, bottles of wine, hampers). We and O'Regan Group do not accept any benefits where doing so could influence our advice to you. Details of these are available on a Register which is available for your viewing.

## What should I expect when receiving your services?

Obtaining insurance quotes - We will seek terms from a range of insurers who we deal with regularly, the number of insurers approached will depend on the type of risk. In giving our advice to you we will not compare the recommended policies to other policies available, other than from those insurers we deal with regularly.

If you need immediate cover, we can usually obtain interim cover providing we have all the risk information we need to do so and you return any required documentation to us prior to the expiry of the interim cover.

Placing insurance - If you provide us with instructions to accept a quote, we will arrange for cover to be placed effective of the date your instructions are received and confirm the placement in writing as soon as practicable. We may provide you with a proposal document to complete and return to us promptly, or a record of your answers provided to us to confirm, to ensure all information and coverage is correct.

Renewing insurance - At a minimum of 14 days prior to the expiry of your insurance policy we will contact you to discuss whether there are any changes required to your cover or your circumstances. We will only seek additional quotes where deemed appropriate, given the policy performance, market conditions and other factors.

Changes to your insurance - You must 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. If changes occur (e.g. assets purchased or sold, changes in business activities) you must contact us to establish whether there are changes required to your policy to ensure the ongoing suitability of your cover. We can assist you by reviewing your arrangements when you inform us of a change to your circumstance and provide advice to ensure that your arrangements are altered to reflect those changes.

If you wish to cancel your policy we will need written instruction from the policy holder(s) or authorised persons(s) on the insurance contract to effect this change, which will be confirmed in writing.

Claiming on insurance - In the event that you may need to make a claim on your policy please contact us immediately, or refer to our website for claims information. We will assist you to lodge your claim with the insurer, navigate their claim process and act as your advocate to obtain settlement and/or claims resolution as soon as possible.



### **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. 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.

### 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 will also maintain records of recommendations made to you, this FSG or any other FSG provided to you, as well as any SOA or PDS that we give to you for the period required by law.

We and O'Regan Group are committed to implementing and promoting a <u>Privacy Policy</u>, which will ensure the privacy and security of your personal information. Our Privacy Policy provides detailed information on how we collect, use, disclose and protect your personal information, including how to access the personal information we hold about you, how to have the information corrected and how to complain if you think we have breached the privacy laws. If you do not provide us with full information, we cannot properly advise you, seek insurance terms for you or assist with claims and you could breach your duty of disclosure. We do not trade, rent or sell your information. A copy of the <u>Privacy Policy</u> is available on request and/or on the <u>website</u>. If you wish to look at your file, please ask us and we will make arrangements for you to do so.

## What should I do if I 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 us and tell us about your complaint. We will do our best to resolve it quickly and fairly. You can contact the Complaints Officer at O'Regan Group on 08 9247 7888 or put your complaint in writing and either email it to <a href="mailto:admin@oregangroup.com.au">admin@oregangroup.com.au</a> or send it O'Regan Group, PO Box 231, Leederville WA 6903. O'Regan Group also have a <a href="mailto:complaints Guide">Complaints Guide</a> on the <a href="mailto:website">website</a> which provides information about what to expect from the complaints handling process.
- 2. If your complaint cannot be resolved to your satisfaction by O'Regan Group within 30 days, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:

Mailing address - Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

Ph - 1800 931 678 Email - info@afca.org.au Website - www.afca.org.au

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

O'Regan Group has a professional indemnity insurance policy ('PI policy') in place. The PI policy covers us and our employees / representatives for claims made against Surefire Insurance Brokers, our employees and O'Regan Group by clients as a result of the conduct of us or our employees in the provision of financial services. The PI policy will cover us for claims relating to the conduct of employees / representatives who no longer work for us. This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act 2001.

### Any questions?

If you have any further questions about the financial services Surefire Insurance Brokers and/or O'Regan Group provides, please contact us. Please retain this document for your reference and any future dealings with Surefire Insurance Brokers and/or O'Regan Group.