Countrywide Insurance Group Pty Ltd

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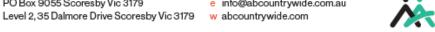


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Financial Services Guide

This guide is designed to assist you in deciding whether to use the services offered by us.

It contains important information about:

- the services we can offer you
- how we and our associates are remunerated
- how we manage conflicts of interest
- our internal and external dispute resolution procedures and how you can access them

It is an important document. Please read it carefully and keep it in a safe place.

If you are a client and we give you personal advice, we will provide you with a Statement of Advice (where required by law) or a record of our advice. Any Statement of Advice or record of advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests, which might reasonably have influenced us in giving our advice.

If you are a retail client then before we either arrange an insurance policy for you, or we provide personal advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement if we are required to do so. It is prepared by the insurer and is designed to give you important information on the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. It may be more than one document.

The Financial Services covered by this Financial Services Guide (FSG) are provided by:

Countrywide Insurance Group Pty Ltd (ABN 49 625 733 539), Australian Financial Service Licence No. 511363 and the following of its authorised representatives who act on its behalf in providing the Financial Services set out in this FSG:

Angelo Maini Authorised Representative Number 000264664 Derek Bullis Authorised Representative Number 000388903 Malcolm Hills Authorised Representative Number 000431088 Authorised Representative Number 001265717 Scott Hastings Jacqyln McDonald Authorised Representative Number 001306269 Andrea Michelle Gillespie Authorised Representative Number 001306270 Natalie Mullen Authorised Representative Number 000235134 Authorised Representative Number 001306271 Marnie Leibinger Authorised Representative Number 001306272 Lucas Peters

Corporate Authorised Representative Number 000432664 Hive Empire Pty Ltd Member Advantage Pty Ltd Corporate Authorised Representative Number 001269691 Austbrokers C.E McDonald Pty Ltd Corporate Authorised Representative Number 001275451 Corporate Authorised Representative Number 001294543 Advantage Rewards Pty Ltd

Countrywide Insurance Group Pty Ltd and the authorised representatives are, unless stated otherwise, referred to in this FSG as "we", "our" or "us" and can be contacted at:

LEVEL 2/35 DALMORE DRIVE SCORESBY VIC 3179 PHONE: 03 9835 1300

FΔX.

03 9763 5932

info@abcountrywide.com.au EMAIL:

You may have been referred to us by one of the following entities who we provide insurance services for:

- Professionals Australia Insurance Broking
- Member Advantage Insurance Broking

Any financial services provided to you as a result of any referral are provided by us and not any of them.

Not Independent

Countrywide Insurance Group Pty Ltd AFSL 511363 is not independent, impartial or unbiased in accordance with section 923A of the Corporations Act for one or more of these reasons:

- From time to time, we may receive commissions, volume-based payments or other benefits on the sale of insurance products
- We or our representatives or associates have associations or relationships with issuers of financial products and others that might reasonably be expected to influence the personal advice provided to you

We explain such arrangements in more detail in this document and you can ask us for more detail

What services can we provide?

Our various roles

Countrywide Insurance Group Pty Ltd are an Australian Financial Services Licensee and are licensed under the Corporations Act to advise and deal in relation to all general insurance products. Countrywide Insurance Group Pty Ltd's trading names are Austbrokers Countrywide, Austbrokers Countrywide Direct, Hamilton & Hamilton Insurance Brokers and Traders Voice Services.

Each of the authorised representatives have been authorised by Countrywide Insurance Group Pty Ltd and/or Austbrokers Countrywide to provide financial product advice on and deal in general insurance products on its behalf under its licence.

We can act in a number of roles in providing our services.

We usually act on your behalf. However, in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We tell you if this is the case as this means we do not act for you when we provide the service.

Our Services

Arranging insurance for you

This is where we arrange for the application, acquisition, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain it to you when you apply for the insurance.

Providing advice to you

There are two types of advice service we provide and it is important to understand the difference:

personal advice – this is advice provided by us to you, on the suitability of general insurance policies to meet your particular needs. We will agree with you when this service is to be provided and what the scope of our personal advice will be. Before we provide any personal advice, we will need to assess your needs, goals, objectives and personal circumstances so we can provide you with appropriate advice.

general advice – this is where we provide a general recommendation or opinion to you on a general insurance policy which is not based on our consideration of your personal circumstances. We will advise you when this is the case. If general advice is provided, you need to consider if the general advice and any relevant product is suitable for your circumstances

Acting for insurers

In some circumstances we may have an agreement with an insurer or their representative to arrange and issue insurance policies and to handle and/or settle claims on their behalf. This means that we act for and in the interest of the insurer as our principal in providing the services, not yours.

If we are given a "binding authority" from an insurer, this means we can enter into insurance policies and/or handle or settle claims on their behalf without reference to them, provided it is within the authority they have given us. We will tell you when we act for an Insurer and not for you.

Claims Assistance – Where we act on behalf of the Insured

We can also assist you when you need to make a claim. If a claim occurs, contact us and we can help you decide what to do. We do not do anything without your consent. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. We don't provide this service if we no longer act for you.

Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

Premium Funding

In some cases insurers require the full premium payment up front. Premium funding allows you to pay your premium via instalments. You will, however, have to pay interest to the premium funder on the amount borrowed.

We and AUB Group Limited (ABN 60 000 000715), have a preferred supplier arrangement with several premium funders. In arranging the we do not provide personal advice or represent that any of the funder's products and services are suitable for you or that they are the most appropriate. You need to make your own decision based on the information provided.

We may provide a variety of services and act in different roles.

It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of the above services to you and act in a variety of roles.

For example, where you require a number of different covers we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice, or provide dealing services only and act as agent of the insurer, and not on your behalf. We advise you of our services and clearly explain our role before or at the time we provide you with a service.

Ask us if you need more detailed information or do not understand our explanation.

How can you give us instructions?

You need to give us instructions in writing by letter or fax or by another method agreed by us.

What information do we maintain about you and how can you access it?

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

Our Privacy Collection Notice is on page 3 of this Financial Services Guide (FSG).

How are we remunerated for our services?

When we act for you in advising on and/or arranging insurance

When we act on your behalf in advising on or arranging insurance we can be remunerated in a number of ways. They can vary according to the service you require and/or our arrangements with the relevant insurer or their representative.

We are remunerated by:

- · commission from the insurer;
- fees we charge you;
- a combination of the above.

Details are provided below on each.

Commission paid by the insurer to us

We are remunerated by commission by the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable). Where there is no commission payable, we may charge a fee.

The commission is a percentage of the insurer's base premium (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies). Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type.

The commission does not represent our profit margin It reflects a combination of factors related to the management and distribution of insurance products, including such factors as expenses incurred in administrative services.

The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.

If we act on your behalf and you cancel or amend a policy and obtain a refund of premium, you agree that we can keep our commission. If we didn't do this we would not be properly paid for the services we provide to you.

Other remuneration arrangements we have with insurers

We have a commercial services agreements with Chubb Insurance Australia Limited (ABN 23 001 642 020) and Allianz Australia Limited (ABN 15 000 122 850) under which we may receive an agreed dollar value for providing services and meeting certain requirements under the agreement. This agreement does not impact or influence the way in which we place business or our recommendations to you.

We have entered into a Broker Agreement with Zurich Australian Insurance Limited (ABN 13 000 296 640) (Zurich) under which we may receive a payment (payment) in relation to agreed services.

We are also a member of the Austbrokers Network of insurance brokers. AUB Group Limited (ABN 60 000 000 715) (AUB) is the sole shareholder of Austbrokers Member Services Pty Ltd ACN 123 717 653 (AMS), a company that provides marketing, distribution and training services to members of Austbrokers. Some insurers pay a commercial services fee to AMS, being an agreed dollar value (before government fees or charges). Different insurers may pay different fees to AMS.

The fees received from insurers fund the provision of AMS services to Austbrokers members. We and other Austbrokers members benefit from this support as it helps ensure we can continue to provide you with our extensive range of services. Austbrokers members may also be entitled to share in any excess of the fees received by AMS in any one annual period (if any) after deduction of all relevant AMS costs and expenses in providing its services in that period.

Fees paid by you

Any Fees will be paid in addition to any commission we receive.

We may charge you:

- a Broker Fee this is an administration fee payable when you enter into an insurance policy;
- a pre agreed set amount for specific services;
- an amount based on a pre agreed rate for the time we spend providing the service; or
- on some other basis agreed with you before we provide the service.

The fee is payable after we provide our services or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fee is earned in full at the time of placement of the relevant policy and is not refundable either in its entirety or on a pro rata basis in the event you cancel your policy before its expiry, or our agreement is terminated.

Where we act for the insurer

Where we act for an insurer, not you, we receive commission from the insurer as our principal and may also charge you an administration fee. The amount of the fee will vary depending on the complexity and type of services that we provide you with. We will tell you how much the fee is before we provide you with the service

The fee is payable when you buy the policy or at such earlier time as we agree with you in writing. It is noted in the invoice we send you and is not refundable.

Where there is a referral

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration or an agreed amount for the referral as a commission or fee. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

If we refer you to another service provider, we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

In making any referral we do not advise or represent that their products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information they provide.

Thermoscan Inspection Services Pty Limited We and AMS have an agreement with Thermoscan Inspection Services Pty Ltd ABN 57 144 479 354 (Thermoscan) under which we receive a referral fee in relation to any reports ordered via Thermoscan. The amount we receive as a referrer is 10% on the total reports ordered.

Our staff's remuneration

Our staff receive an annual salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain non-monetary benefits described further below.

Non-Monetary Benefits

Countrywide Insurance Group Pty Ltd and its staff and representatives may also receive non-monetary benefits from product issuers and other financial service providers, such as sponsorships of AUB annual conferences, client functions, meals and entertainment. Countrywide Insurance Group has, and monitors compliance with our policy that ensures these benefits do not create a conflict with your interests,

Premium Funding

If we recommend premium funding and you decide to enter into a contract with the premium funding business, we may receive fees under a commercial services agreement. The amount of fees varies depending on our arrangement with the premium funder we refer you to.

If you need more information or explanation, please ask us

Further information about remuneration received by us or others

If we provide you with personal advice as a retail client, then at the time the advice is provided to you, or as soon as practicable afterwards, we will tell you either:

- the amount of any remuneration (including commission) or other benefits we, they or other persons receive that might reasonably be expected to be, or have been capable of, influencing us or them in providing the advice; or
- if the amount is not known, the manner of calculation.

Money Handling Arrangements

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer.

The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with Insurers

Binder or Coverholder Authority

We may earn remuneration where we act as an agent for an insurer under a Binder or Coverholder authority in respect of insurance that we may recommend to you. We will not recommend placing any insurance with such an agent unless it is an appropriate solution for your general needs. Your invoice will identify where a product has been recommended to you has been developed and or managed by another company as part of the Austbrokers network.

Do we have any relationships or associations with issuers or related bodies corporate that might influence our service or advice?

Countrywide Insurance Group Pty Ltd is a member of the Austbrokers Network of insurance brokers. AUB Group Limited is a shareholder in our business.

In some cases, we may refer you to or advise you to use the services of one of our related body corporates, for example Austbrokers network may place your insurance with one or more of the Underwriting Agencies in which AUB Group Limited is a shareholder. Any placement will be at an arm's-length. Where our related body corporate acts as the agent of the insurer, and you will be told when this is the case. As a member of the same corporate network, we may indirectly benefit from any such referral or advice if it improves the group's performance.

Please refer to our remuneration section for the normal benefits we can receive under such arrangements.

Three of the Directors of Countrywide Insurance Group Pty Ltd are part shareholders and/or Directors of Pacific Indemnity Underwriting Solutions Pty Ltd, an underwriting agency specialising in Professional Indemnity, Directors & Officers Liability and Management Liability insurance products. Where Countrywide Insurance Group Pty Ltd place an

insurance product with Pacific Indemnity Underwriting Solutions Pty Ltd they will receive between 0% and 25% commission, calculated on the base premium paid by you. Due to the common ownership between the Directors of Countrywide Insurance Group Pty Ltd and Pacific Indemnity Underwriting Solutions Pty Ltd, there is a shared financial interest between the companies.

Conflicts of interests

Conflicts of interest may arise in circumstances where some or all of your interests as our client, are or may be inconsistent with, or diverge from, some or all of our interests. We have a Conflicts of Interest policy and procedure, including training and monitoring to ensure we are aware of and manage any conflict of interest. Our company, staff and our representatives must comply with this policy and procedure.

Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way to avoid prejudice to any party.

Duty of Disclosure

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 (Cth) (ICA) to disclose anything that you know, or could reasonably be expected to know, or in the case of consumer contracts (as defined in Part IV of the ICA) (Consumer Contracts) to take all reasonable care to disclose 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 a duty after proposal, and up until the time the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate a contract of insurance.

If you are uncertain about whether or not a particular matter should be disclosed to the insurer, please contact us.

Non-Disclosure

If you fail to take reasonable care in disclosing information to us in the case of Consumer Contracts, or do not tell the insurer anything you are required to, the insurer may cancel your contract or reduce the amount that it is required to pay you if you make a claim, or both. If your failure to disclose is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

Cooling off Period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may return the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement (PDS) document.

In some cases, an insurer can deduct certain amounts from any refund.

Ask us if you do not understand the right.

Other terms of our Service

Important Information about your insurance

You must read the Important Information about your insurance document we give you (tell us if you have not received it) and ask us if you have any questions or do not understand anything we have set out in that document. It will help you understand some important matters about your insurance.

Premium and Invoice Calculations

We adopt industry practice in calculating local statutory charges. All amounts referred to in our invoices, unless stated otherwise, are to be treated as exclusive of GST.

We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however, occasionally, errors can occur. We may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error or its correction

Professional Indemnity Insurance Arrangements

We and our representatives are covered under Professional Indemnity (PI) Insurance that complies with the requirements of section 912B of the Corporations Act 2001 (Cth). The insurance subject to its terms and conditions will continue to cover claims in relation to our representatives/employees both past and present.

NIBA Code of Conduct & Code of Practice

Countrywide Insurance Group Pty Ltd is a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct.

We also subscribe to the Insurance Brokers Code of Practice (the Code). The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.

A copy of The Code is available from www.niba.com.au or on our website or by contacting our office.

Complaints and Disputes

We are committed to providing quality services to our clients. This commitment extends to giving you easy access to people and processes that can resolve a service issue or complaint.

If you have a complaint about the service or advice we have provided to you, please address your enquiry or complaint to the Complaints Officer or the staff member providing the service.

You can contact us via phone on 03 9835 1300 Monday to Friday 9am to 5pm or email us at info@abcountrywide.com.au.

We'll make every effort to deal with your concerns as quickly as possible. If a complaint is resolved to your satisfaction within five (5) business days, we will provide written confirmation to you. If the matter is not resolved within this time frame, we will refer it to our Complaints Officer. Our Complaints Officer will identify actions to remedy the complaint where possible and provide you with a decision within 30 days from the date of notification of your complaint.

If you are dissatisfied with our final response to your complaint, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA).

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC) and its services are free to you. We are a member of this scheme and we agree to be bound by its determinations about a dispute.

Online: www.afca.org.au Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority, GPO

Box 3. Melbourne Vic 3001

Privacy

We value the privacy of personal information and are bund by the Privacy Act 1988 (Cth) (Privacy Act) when we collect, use, disclose or handle personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in (including those outlined in this FSG).

Further information about our privacy practices can be found in our Privacy Policy that can be viewed on our website at www.abcountrywide.com. Or alternatively, a copy can be sent to you on request. Please contact our office or visit our website if you wish to seek access to, or to correct, the personal information we collect or disclose about you.

What if you do not provide some personal information to us?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products.

How we collect your personal information

Collection can take place by telephone email, or in writing and through websites (from data you input

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directly or through cookies and other web analytic tools).

We may collect your information directly from you or your agents. We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services provided to you. However, we do not collect sensitive information without your consent.

Who we disclose your personal information to

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

These third parties can include our related companies our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. We do not use sensitive information to send you direct marketing communications without your express consent.

More information, access, correction or complaints

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

By phone: 03 9835 1300

By email: info@abcountrywide.com.au
In writing: PO Box 9055, Scoresby, Vic, 3179

If you have any further questions about this FSG, please contact us on phone number (03) 9835 1300.

The distribution of this FSG by the named authorised representatives has been authorised by us.

Keep this document for your reference and any future dealings with us.