



## Financial Services Guide

The financial services referred to in this financial services guide (FSG) are offered by Tymar (WA) Pty Limited at the Cob Unit Trust t/a Zenith Insurance Services (Zenith).

**This FSG sets out the services that we can offer you. 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.
- 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.

**From when does this FSG apply?**

This FSG applies from 22<sup>nd</sup> November 2018 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 you instruct us?**

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

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

Zenith 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.

Zenith holds a current Australian Financial Services License no: 232608. The contact details for Zenith are at the bottom of this letterhead.

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

Zenith is authorised to provide financial product advice and deal in general insurance products for wholesale and retail clients. We will do this for you as your broker unless we tell you otherwise.

**Will I receive tailored advice?**

Typically we only provide General Advice to our Retail Clients\*. General Advice does not take into account your particular needs and requirements and you should consider the appropriateness of this advice to your circumstances prior to acting upon it. We will provide you with a General Advice Warning in such cases.

If you are a new Retail Client\* purchasing Personal Accident or Sickness insurance and obtain Personal Advice, that is, advice that takes into account your particular circumstances, we will give you a Statement of Advice (SOA), that sets out the advice provided and the basis on which the advice is made and our remuneration should you purchase the product.

For existing Retail Clients\* we may not provide an SOA but rather provide the advice to you orally. In such cases you may request us to provide you with a Record of Advice (via phone or in writing) which we will provide to you within 28 days of such request.

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.

If we recommend the purchase of a particular financial product, Retail Clients\* will also be given a Product Disclosure Statement at that time, which sets out details specific to that product and the key benefits and risks in purchasing the product.

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**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, PDS or short-form 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, [www.zenithis.com.au](http://www.zenithis.com.au)

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

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**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.

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**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. We receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. In some cases we will also charge you a fee. The commission (retail clients\* only) and fee will all be shown on the invoice and other documents 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 there is a refund of premium owed to you as a result of a cancellation or alteration to a policy, we may retain any fee we have charged you. We may also retain commission depending on our arrangements with you. We may also charge you a cancellation fee. In some cases where there have been multiple alterations to your policy we may offset any amount that you owe us from any premium refund we receive on your behalf. You will be sent a final statement at the end of the month showing the amount outstanding.

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.

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

Our commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

X = our commission

Y% = the percentage commission paid to us by the insurer. Our commission varies between 0% - 30%.

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

We will also charge you a broker fee in addition to commission when you enter into an insurance policy. For retail clients\* this will range from \$0-\$300 depending on the complexity of the insurance being arranged for you. For other clients the amount of the broker fee (if any) will be negotiated with you prior to us providing any advice or arranging any insurance for you. For all clients the amount of any broker fee charged will be shown on your invoice.

If we give you personal advice (retail clients\* only), we will inform you of any fees, commission or other payments we, our associates or anyone referring you to us will receive in relation to the policies that are the subject of the advice at the time that the personal advice is given or as soon as practicable after that time. Where the fees, commission or other payments are not calculable at the time the personal advice is given, the manner in which the remuneration or other benefits are to be calculated will be disclosed at the time the personal advice is given or as soon as practicable after that time. When we give you General Advice, full commission information (including dollar amounts) will be provided on request.

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 5% to 30% of our commission and fees.

At times we may act as a wholesale broker ie we will provide a financial service to you via another broker (the retail broker). Your dealings will be with the retail broker who acts as your agent. In this scenario, when an insurance product is arranged on your behalf, the insurer will pay any commission to us in full. This commission will range from 10-30%. We then pass up to 50% of this commission to the retail broker.

Our employee that will assist you with your insurance needs will be paid a market salary.

See below for information on the Steadfast association and commission.

If you pay by credit card the merchant may charge you a credit card fee, which is disclosed and shown separately on our invoices. These are non-refundable. This fee covers the cost of bank charges etc associated with such facilities.

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

Zenith is a Steadfast Group Limited (Steadfast) Network Broker. Steadfast has exclusive arrangements with some insurers and premium funders (Partners) under which Steadfast will receive between 0.5% - 2% commission for each product arranged by us with those insurers. These payments are used to operate Steadfast. Steadfast is also a shareholder of some Partners.

We may receive a proportion of that commission from Steadfast at the end of each financial year (or other agreed period).

As a Steadfast Network Broker we have access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

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 changes). 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 0.25% - 4.0% 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. The amount of our commission and any fee that we charge will be set out in the premium funding contract.

Zenith participates in programs provided by some insurers under which we may obtain additional benefits by way of profit share. The amount of profit share (if any) is determined by the insurers once a year by reference to the insurance placed by us with them in the preceding calendar year for some of their products. Please ask us if you would like more information about our profit share arrangements.

If we arrange premium funding for you we will be paid a commission by the premium funder. The commission that we 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 a product, this is when we become entitled to the commission.

For Retail Clients\* receiving Personal Advice, details of relationships that impact the advice will be included in any SOA or invoice documentation we send you. All material conflicts that impact our advice, that are not mentioned in this FSG, will be advised to you on the invoices related to that advice.

**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 it quickly.
2. If your complaint is not satisfactorily resolved within 24 hours, please contact Lynda Bowles on 08 9349 0022 or put your complaint in writing and send it to Lynda Bowles at the address noted on the front of this FSG. We will try and resolve your complaint quickly and fairly.
3. Zenith is a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to AFCA. AFCA can be contacted at Australian Financial Complaints Authority Limited, GPO Box 3, Melbourne VIC 3001 on 1800 931 678, fax 03 9613 6399, email [info@afca.org.au](mailto:info@afca.org.au) or website <https://www.afca.org.au/>.

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

Zenith has a professional indemnity insurance policy (PI policy) in place.

The PI policy covers us, our employees and Authorised Representatives for claims made against us, our employees and Authorised Representatives by clients as a result of the conduct of us, our employees and Authorised Representatives in the provision of financial services.

Our PI policy covers us for claims relating to the conduct of representatives who no longer work for us.

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**Electronic Delivery of Disclosure Notices**

Please note that we may at times provide correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to Us we may use that email address for correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

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**Contact Agreement**

To ensure that we provide you with appropriate products and services, you agree to us calling you to discuss any new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register.

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**Any questions?**

If you have any further questions about the financial services Zenith provides, please contact us.

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

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**\*Retail Clients**

Under the Corporations Act 2001 (The Act) Retail Clients are provided with additional protection from other clients. The Act defines Retail Clients as:

Individuals or a manufacturing business employing less than 100 people or any other business employing less than 20 people And that are purchasing the following types of insurance covers:

Motor vehicle, home building, contents, personal and domestic, sickness/accident/travel, consumer credit and other classes as prescribed by regulations .Some of the information in this FSG only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.