

# **Financial Services Guide**

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 License. It is designed to help you make an informed decision about whether to use our services. It includes details about the financial services we are able to provide to you, the remuneration that may be paid to us and other relevant parties for providing those services, any potential conflict of interest we may have and how any complaints are dealt with.

The information in the FSG is current at the preparation date and is general information only.

In this FSG, the words "we", "our" or "us" is a reference to Armada Underwriting Pty Ltd (Armada). "You" and "your" refer to you as our client and the insured.

In addition to this FSG, we may provide you with additional information depending on the type of product or serviceyou choose. You may receive from us a Product Disclosure Statement (PDS) or other type of Offer Document. ThePDS 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.

#### 1. Who is Armada?

Armada Underwriting Pty Ltd ABN 84 000 989 131 AFSL 237402 conducts business under the name Armada.

Armada Underwriting Pty Ltd holds an Australian Financial Services License (AFSL 237402) and is regulated by the Australian Securities & Investments Commission (ASIC).

The AFSL authorises Armada to carry on a financial services business to advise and deal in general insurance products to wholesale and retail clients.

Armada is an underwriting agency. As an underwriting agency, we are authorised under binder agreements to act on behalf of the insurer. In most cases, we have authority to issue insurance policies and manage claims, which means we enter into and administer insurance policies and manage claims made against these policies on the insurer's behalf.

#### 2. Our Products and Services

Armada provides general advice only in respect of general insurance products. This means that our advice will not take into account your objectives, financial situation or needs. You should read the PDS or Policy Wording and consider it before making any decision about whether to acquire a financial product from Armada.

Before taking any action to acquire a financial product from Armada you should consider whether it is appropriate for you having regard to your own objectives, financial situation and needs.

Visit our website for details of our current general insurance products: www.armadaunderwriting.com.au

#### 3. For Whom do we Act

We act under binder agreements with the insurers unless we state otherwise. Even when not acting under a binder agreement we act on behalf of the insurer. This means that in all matters we represent the insurer and not you.



## 4. Our Remuneration

Our remuneration may vary according to the type of insurance product or service provided and our binding agreement with the relevant insurer.

We receive a commission for issuing policies on behalf of the insurer, which will be in the range of 5% to 10%. Commission is calculated as a percentage of the base premium, excluding statutory charges, government charges and any fees payable by the insurer, and is paid by the insurer.

We may charge you a fee for the policy we arrange for you. This fee reimburses us for the costs associated with providing our products and services including: preparation and distribution of documentation; amendments to the policy during the policy year; the provision and maintenance of the technology platform; education; and services to assist you to manage your risk. It is calculated based on factors including the work involved, the nature of your business and the product selected. This fee is non-refundable unless you cancel your policy during the cooling-off period. All fees payable for services will be advised to you separately from your premium on the invoices we provide.

We may be paid a service fee by the relevant insurers for insurance business placed with them. We are paid this service fee for additional services we undertake on behalf of the Insurer including but are not limited to: market research, product development, product manufacturing, premium builds and analysis, distribution services, administration services, compliance services, reporting services, claims services and collection and payment of all relevant taxes and levies.

We may also be paid a share of the underwriting profits earned by the insurer based on the underwriting performance of the portfolio if certain criteria are met based on contractual arrangements between us and the insurer. If we do not meet the criteria, we may not be paid a share of the underwriting profits or may need to return commission to an insurer.

We may enter into joint venture arrangement where we may be paid commission by any company with which we have a joint venture arrangement. The rate of remuneration depends on contractual arrangements.

If we hold your money in trust pending payment to the insurer, we may receive any interest earned.

You may ask for further information about our remuneration relevant to the products and services provided to you. All requests must be received within a reasonable timeframe following the provision of the products and services to you.

#### 5. Insurance Brokers, Corporate Distributors and Referrers

If you use an Insurance Broker to arrange an Armada insurance policy on your behalf, we may pay them commission. The commission we pay the Insurance Broker is between 0% and 15% of the commission that we earn depending on the product and services provided by us. This will not increase the amount you pay us.

If you purchase an Armada insurance policy through one of our Corporate Distributors or are referred to us by one of our Referral Partners, we may also pay them a fee or commission. The fee or commission we pay is between 0% to 15% of the fee and or commission we receive, based upon the services provided. This will not increase the amount you pay us.

You may ask for further information about payments we make relevant to the products and services provided to you. All requests must be received within a reasonable timeframe following the provision of the products and services to you.

## 6. Relationships, Associations and Conflicts of Interest

Conflicts of interest are circumstances where some or all of your interests are inconsistent or diverge from some or all of our interests.

Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way as to avoid prejudice to any party. Some related body corporates of Armada include Professional Risk Underwriting Pty Ltd, ABN 103 953 073, AFSL 308076 (ProRisk) and Insurance House Pty Ltd, ABN 33 006 500 072, AFSL 240954. We have a conflicts of interest policy to ensure we are aware of and manage any conflicts of interest including those described above.



# 7. How are Armada Employees paid?

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

## 8. Electronic Delivery of Disclosure Notices

We will provide all correspondence and disclosure notices including our Financial Services Guides, Product Disclosure Statements, Policy Wordings and Offer Documents to you electronically including via email and or links to websites. If you have provided us with your email address, we will typically use that email address for all correspondence and disclosure notices. Should you prefer not to receive disclosure documents electronically, please advise us and we will update our records accordingly.

#### 9. Privacy

Your privacy is important to us. Our Privacy Policy explains how we collect, use, disclose and manage your personal information in accordance with the Australian Privacy Principles. It also deals with how you can complain about a breach of the privacy laws and how you can access your personal information we hold and how to have that information corrected. Our Privacy Policy is available at <a href="http://www.armadaunderwriting.com.au">www.armadaunderwriting.com.au</a> or upon request when contacting us.

## **10. Cancellation**

If your policy and the law permits cancellation of the policy prior to the expiration of the insurance policy, and if you wish to cancel your insurance policy before the expiry date, we require written instructions from a person(s) who is authorised to represent each of the insured parties. The amount we refund is subject to the policy type, claims paid during the policy period and or the unused portion of premium. We will not refund our fees previously paid by you and may charge a cancellation fee to cover the associated administrative costs and lost commission.

## 11. 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 us 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. We may retain reasonable administration and transaction costs and a short-term premium.

#### 12. Duty of Disclosure

In order to make an informed assessment of the risk and to calculate the appropriate premium, the insurer needs information about the risk you are asking it to insure.

#### Your Duty To Take Reasonable Care Not To Misrepresent – Consumer Products

When purchasing insurance wholly or predominantly for personal, domestic or household purposes, you have a duty to take reasonable care not to make a misrepresentation to the insurer. This means that it is essential that you answer questions



honestly and to the best of your knowledge, including when you confirm or update information when you enter into, vary, extend, reinstate or renew a Policy.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the policy. If you answer questions on behalf of others, the insurer will treat your answers or representations as theirs.

**If You do not meet the above Duty**, the insurer may refuse or not fully pay your claim and/or cancel your policy. If the misrepresentation was deliberate or reckless, the insurer may refuse to pay a claim and treat your policy as if it never existed.

#### Your Duty of Disclosure - Products Other than Consumer Products

Before you enter into a contract of insurance, you have a duty under the Insurance Contracts Act 1984 to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk and, if so, on what terms. The duty applies when you enter into, vary, extend, reinstate or renew a contract of insurance.

You do not have to disclose anything that:

- Reduces the risk to be undertaken by the insurer
- Is common knowledge
- The insurer knows, or in the ordinary course of business, ought to know or
- The insurer has waived your obligation to disclose

If you do not comply with your duty of disclosure, the insurer may be entitled to reduce its liability in respect of a claim or may cancel your contract of insurance. If the non-disclosure was fraudulent, the insurer may be able to avoid (or cancel) the contract of insurance from its beginning. This would have the effect that you were never insured.

#### 13. Material changes

You must also notify us and your insurer of any significant changes which occur during the period of insurance. If you do not, your insurances may not provide the cover required or may be inadequate to fully cover you. Contact us or your Broker for assistance.

#### **14. Complaints**

#### Please talk to us first.

If you have a complaint, please contact us to address your concerns. We will endeavour to resolve your problem quickly.

If your complaint is not resolved, please contact:

Armada Complaints Manager

- Email: <u>complaints@armadauw.com.au</u>
- Phone: (03) 9235 5255

Your complaint will be considered in line with our Complaints Handling Procedures.

If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to the Australian Financial Complaints Authority (AFCA). AFCA provides a fair and independent financial services complaints resolution service. This service is free to customers.



You can contact AFCA by:

- Phone: 1800 931 678
- Email: info@afca.org.au
- Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
- Website: <u>www.afca.org.au</u>

#### **15. Client Compensation**

We hold a Professional Indemnity (PI) Policy. This policy covers us and our employees for claims made against us by clients as a result of our conduct in relation to the provision of financial services. Our PI policy covers us for claims relating to the conduct of representatives that no longer work for us.

This policy satisfies the requirements for compensation arrangements under Section 912B of the Corporations Act2001 (Cth).

#### 16. Contact Us

If you have any further questions about the financial services provided by Armada please contact us at.

- Phone: 1300 776 467
- Email: <u>enquiries@armadauw.com.au</u>
- Mail: Level 2, 115 Bridge Road Richmond VIC 3121
- Web: www.armadaunderwriting.com.au

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

Preparation Date: 18 March 2022

Version 2.0