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### **Coverforce Partners Pty Ltd**

### Binder | Financial Services Guide V 1.1



The financial services referred to in this financial services guide (FSG) are offered by:

# Coverforce Partners Pty Ltd (Coverforce) ABN 57 089 245 465 AFSL No: 245377

Level 26, Tower One, International Towers Sydney, Barangaroo, New South Wales 2000

**P:** 02 9376 7888

E: info@coverforce.com.au

Coverforce's financial services in relation to this product are offered pursuant to the terms of a Binding Authority Agreement under which Coverforce acts as agent for Certain Underwriters at Lloyd's.

#### Lack of Independence

Why we are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you.

We, Coverforce Partners Pty Ltd, are not independent, impartial, or unbiased pursuant to section 923A of the Corporations Act because:

- We may receive remuneration, commission, gifts or other benefits when we provide personal advice to you in relation to insurance products and other financial products;
- > We may be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; and/or
- > We may have associations or relationships with issuers of insurance products and other financial products.

Further information about these benefits and relationships is set out in this Financial Services Guide.

If you have any questions about this information, please ask us.

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

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 Coverforce. "You" and "your" refer to you as our client or the insured person.

#### When general advice is given

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 general 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.

#### PRODUCT DISCLOSURE STATEMENT (PDS)

If you are a retail client and 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.

#### From when does this FSG apply?

This FSG applies from 1 October 2024 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 contact you?

You can contact us by post, phone, fax or email mentioned on page 1 of this FSG.

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

Coverforce 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.

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Coverforce holds a current Australian Financial Services Licensee No: 245377. The contact details for Coverforce are on the front of this FSG.

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

Coverforce is authorised to issue and deal in insurance products on behalf of Underwriters pursuant to the terms of a Binding Authority Agreement, under Coverforce's Australian Financial Services Licence.

We will do this by acting as an agent of the insurer and within our scope and authority under the relevant binder or agency arrangement that Coverforce has with the relevant insurer. When we act under a binder or agency, we will be acting as the agent of the insurer. This means that we represent and act for the insurer, not for you. We will tell you when we act under a binder or agency arrangement to arrange your insurance or advise you about your insurance needs.

Please note that we will act in the Underwriter's interests and ensure that no actual or potential conflicts of interests may impair our performance of our duties under the relevant Binding Authority Agreement.

#### 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 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 General Advice Warning or Product Disclosure Statement that we give or pass on to you for the period required by law.

We are committed to implementing and promoting our privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request and is also available on our website, <a href="https://www.coverforce.com.au">www.coverforce.com.au</a>. If you wish to look at your file, please ask us. We will make arrangements for you to do so.

#### How will I pay for the services provided?

For each relevant insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. We often 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. However, in some cases we will also charge you a fee. These will all be shown on the invoice 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 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), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer or charge you a cancellation fee equal to the reduction in our commission.

When you pay 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 and scope within the relevant Binding Authority Agreement 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.

You may also pay your invoice utilising premium funding. If you do use premium funding, you are able to pay your premium by instalments, although you will incur a fee and interest. Any benefit Coverforce may receive as a result of premium funding being arranged for you, is set out in this document.

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

Our remuneration will be calculated based on the following formula:

#### $X = Y\% \times P + F$

In this formula:

X = our remuneration.

Y% = the percentage of commission paid to us by the insurer. Our commission varies between 0% and 25%. P = the amount you pay for any insurance policy (less any government fees or charges included in that amount). F = the broker fee charged for the service provided to you (excluding GST).

Any fees that we charge you will be itemised on our Invoice or Statement and for Retail Clients we disclose the dollar value of the broker fee and commissions earned. If you pay by credit card we may charge you a fee which is non-refundable and reimburses us for bank fees, interests and charges associated with the use of a credit card. 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,

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we will pay commissions to those people out of our commission or fees (not in addition to those amounts), in the range of 10% to 60% of our commission or fees. We further highlight that as per the Binding Authority Agreement, we may also receive a profit commission from the insurer under the Binding Authority, which is based on the gross premium; details of which commission shall be provided to you upon your direct request.

A profit-sharing arrangement is where we may receive a profit share commission from any of the insurers which we deal with, depending on the performance and profitability of the portfolio we place with the insurer(s).

Coverforce's employees are paid a market salary and may be entitled to a performance bonus depending on the quality of work that they provide to clients during any financial year and the achievement of company goals. Coverforce's employees may also be invited to annual conferences, receive sponsorship for conferences, functions, meals or other non-monetary benefits from external parties such as insurers, underwriting agencies or reinsurers. You do not bear the cost of these events and such relationships are managed under Coverforce's Conflicts of Interest Policy. Coverforce's Policy is that any of the above received by us or our representatives that exceed \$300 per item or transaction in estimated value are potentially material and must be disclosed to Coverforce's Compliance Committee in writing. If we give you general 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. See below for information on the Steadfast association and commission.

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

Coverforce is a wholly owned subsidiary of Steadfast Group Limited, ABN 98 073 659 677 (**Steadfast**). As a Steadfast Network Broker, Coverforce 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 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

#### 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 and Coverforce paid

by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or charges). If you instruct us to arrange or issue a relevant product, this is when Coverforce become entitled to the commission.

Coverforce's commission rates for premium funding are in the range of 0% to 6% of funded premium. When we arrange premium funding for you, you can ask us what commission rates Coverforce are paid for that funding arrangement compared to the other arrangements that were available to you.

As previously stated, we have agreements with insurers to pay us a commission based on the volume of, or profitability, of work that we place with them. Some of those agreements include a profit share. Please let us know should you require more information about those insurers with which we have this agreement. These arrangements do not impact on the amount you are required to pay for your insurance and does not influence us in deciding where to place your insurance. Coverforce subscribes to the Insurance Brokers Code of Practice.

#### The Coverforce Group and other related entities

Coverforce is part of a group of financial services companies (collectively referred to as the Coverforce Group). The Coverforce Group is comprised of the following companies:

- Coverforce Insurance Broking Pty Ltd (ABN 11 118 883 542);
- Coverforce Partners Pty Ltd (ABN 57 089 245 465); and
- > Coverforce Pty Ltd (ABN 31 067 079 261).

If we recommend a product or service of a company in the Coverforce Group, we may receive benefits as a result of that referral including a share of any commission generated by that referral, dividends and in some cases a share of that entity's profits.

We ensure that all negotiations and discussions with entities in the Coverforce Group are conducted as if that entity was an unrelated party and the relationship between the entities does not influence us in our recommendation of a particular product to you.

Where there is a potential conflict of interest in our remuneration or arrangements generally with entities in the Coverforce Group, we manage those in accordance with our Conflicts of Interest Policy which all staff, Distributors and Authorised Representatives must comply with.

Should you have any questions in relation to or remuneration please do not hesitate to contact us.

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#### What should I do if I have a complaint?

Contact your consultant and/or Coverforce Compliance on compliance@coverforce.com.au about your complaint.

If you have a complaint to submit, we will also forward this onto the insurer to handle, including any relevant documentation for the insurer's review.

We will refer your complaint to Lloyd's Australia, who will determine whether it will be reviewed further by their office or the Lloyd's UK Complaints Team.

Lloyd's contact details are:

Mailing address:

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Lloyd's Australia Limited Level 16, 1 Macquarie Place Sydney NSW 2000

**T:** + 61 (2) 8298 0783

idraustralia@lloyds.com

Coverforce is a member of the Australian Financial Complaints Authority (AFCA). If after 30 days, your complaint is still not resolved in a manner acceptable to you, you have the right to refer the matter to the 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

**T:** 1800 931 678 **E:** info@afca.org.au **W:** www.afca.org.au

# What arrangements are in place to compensate clients for losses?

Coverforce has a professional indemnity insurance policy (PI policy) in place. The PI policy in place covers Us and our employees for claims made against Us by clients as a result of the conduct in the provision of financial services. The PI policy will cover us for claims relating to the conduct of representatives who no longer work for us. This policy satisfies the requirements for compensation arrangements under section 912B of the *Corporations Act 2001* (Cth).

#### Cooling off Period

If you decide that you do not need any 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. You cannot return the contract of insurance if it has already expired or if you have made a claim under it. We note that the above is

the standard cooling off period and that you should check the relevant Product Disclosure Statement for the specific cooling off period that relates to your particular product.

Please contact Coverforce or your Insurer immediately if you need to lodge a claim.

Further details on how to make a claim on your policy can be found in the relevant Product Disclosure Statement. If you decide to submit a claim, we will forward this information along with any relevant documentation, to the insurer.

# Duty to take reasonable care not to make a misrepresentation

A contract of insurance is a consumer insurance contract if the insurance is obtained wholly or predominantly for personal, domestic or household purposes of the insured. It includes general insurance contracts (such as consumer credit, motor vehicle, home and contents, sickness and accident and travel insurances) and life insurance contracts.

A misrepresentation is an answer or statement that is not true, only partially true, or does not fairly reflect the truth. When you apply for home insurance, car insurance or any other insurance that is wholly or predominantly for personal, domestic or household use, we will ask you specific questions that are relevant to the insurers decision to insure you and on what terms including the premium that the insurer will charge.

When you take out, renew, extend or vary your insurance policy, it is important that you understand you are answering questions for yourself and anyone else to be covered by the policy, as this may impact on your insurance cover. You should always provide us with complete and honest answers to all the questions we ask you, by answering questions about yourself and other named policyholders to the best of your knowledge.

This is your duty to take reasonable care not to make a misrepresentation. The insurer may later investigate the answers provided, for example, when a claim is made. If you breach your duty, the insurer may be entitled to avoid your insurance cover, change the amount or terms of cover, increase premiums, refuse to pay your claim, reduce the amount payable for a claim or cancel your policy. If your breach is fraudulent, your policy may be cancelled from the beginning.

#### Changes to your circumstances

During the term of your contract of insurance, we ask that you inform your insurer of any changes to the details on your Certificate of Insurance that are no longer accurate. We may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, we will understand this to mean that there are no changes.

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Any changes may affect the premium and excesses applied to your policy, or 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.

#### Any questions?

If you have any further questions about the financial services Coverforce provides, please contact us at the contact details noted on page 1 of this document.

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