### Financial Services Guide (FSG)



The financial services referred to in this Financial Services Guide (FSG) are offered by Delaney Kelly Golding Pty Limited (DKG), ABN 35 000 663 221, AFS Lic No 231146.

Street Address: Level 3, 345 Pacific Highway,

North Sydney NSW 2060

**Postal Address:** PO Box 1670, North Sydney NSW 2059 **Office:** (02) 9929 7299 or **Freecall:** 1800 252 926

Email: <a href="mailto:insurance@dkg.com.au">insurance@dkg.com.au</a>
Website: <a href="mailto:www.dkg.com.au">www.dkg.com.au</a>

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 Delaney Kelly Golding Pty Limited. "you" and "your" refer to you as our client.

### The purpose of this FSG

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of thoseservices 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 forlosses; and
- any organisations to which we are associated.

### When we provide advice

If we provide you with General Advice or assist you in obtaining a Retail insurance product (as defined in the Corporations Act 2001), we provide you with a general recommendation or opinion about a product which does not take into consideration your financial needs, situation, or objectives. In these circumstances we will provide you with a General Advice Warning. We recommend that you read the relevant Product Disclosure Statement (PDS) in order to determine if that product is right for you.

The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that policy. We will provide you with further information whenever we provide you with Personal Advice which takes into account your objectives, financial situation, and needs. This information may include the advice that we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a Statement of Advice (SOA).

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.

#### **Product Disclosure Statement**

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 policywhich will enable you to make an informed decision about purchasing that product.

### From when does this FSG apply?

This FSG applies from 1<sup>ST</sup> October 2021 and remains valid unless a further FSG is issued to replace it. We may give you asupplementary FSG. It will not replace this FSG but will cover services not covered by this FSG.

### How can I instruct you?

Tel. (02) 8913 3409

www.dkg.com.au

You can contact us to give us instructions by post, phone, or email on the contact number or details mentioned on page oneof this FSG.

## Who is responsible for the financial services provided?

DKG 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.

DKG holds a current Australian Financial Services Licensee Number 231146. The contact details for DKG are on the front of this FSG.

In some cases, our services may be provided by Authorised Representatives, Distributors, or Referrers (collectively referred to as Representatives) who have been provided with specific authority to provide services on our behalf. When dealing with our Representatives as a Retail Client they will provide you with information on their relationship with us and the services they are authorised to provide. Each of our Representatives are authorised by us to issue this FSG to you on our behalf.

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

DKG is authorised to advise and deal in general insurance products to wholesale and retail clients. We will do this for you as your broker unless we tell you otherwise. For other financial services we may refer you to other authorised licensees who are qualified to provide the required advice or service.

Sometimes we will act under a binder or agency from the 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 arrangement.

#### Will I receive tailored advice?

Maybe not in all cases. However, 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.

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. You should read the warnings contained in any SOA, or any other warnings that we give you, carefully before making anydecision about an insurance policy.

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when You inform us about changes in your circumstances at the time of any scheduled status review or upon renewal of your insurances.

### 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 SOA or 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 our website, www.dkg.com.au

If you wish to look at your file, please ask us. We will make arrangements for you to do so; our files are all digitally maintained by appropriate scanning and archiving software.

### 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 often receive a payment based on a percentage of this premium (excluding relevant taxes, charges, and levies) calledcommission, 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 payby 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 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.

If you pay by credit card, we may charge you a credit card (including arrangement and handling) fee, which will be disclosed and shown separately on your invoice, they are non-refundable. This fee covers the cost of bank charges etc. associated with these facilities.

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 we 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 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% and 30%. The commission varies from policy to policy.

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

Any fees that we charge you will be based on the amount of time it will take us to place and maintain the policy of insurance for the insured period.

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 0% to 30% of our commission or fee.

Our employees (representatives), that will assist you with your insurance needs, will be paid a market salary for the policies we arrange for you. They may receive a benefit from the sale of a product to you and may also receive bonuses based on the overall performance of our business.

Our 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 our conflicts of interest policy. Our policy is that any of the above received by us or our representatives that exceed \$250 per item or transaction in estimated value are potentially material and must be disclosed to our Compliance and Risk Manager in writing.

Details of any remuneration, commission, and other benefits that you, or other persons, will or reasonably expect to receive in respect of (or that is attributable to)the service to be provided.

If e 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?

DKG 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 – 1.5% commission for each product arranged by us with those Partners. 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 atwww.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% to 4% 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.

DKG is a corporate members and sponsors of the Australia and New Zealand Institute of Insurance and Finance (ANZIIF) as well as corporate members of the National Insurance Brokers Association (NIBA). DKG is a member of the Australian Insurance Law Association.

### **How are Our Representatives Paid?**

Our representatives do not receive any benefit directly from the sale of a product to you. Our representatives may receive bonuses payable based on the overall performance of our business.

If a person has referred you to us, we may pay them a part of any fees or commission received. If you are a Retail Client and receive Personal Advice full remuneration details will be disclosed in the SOA or invoices related to the advice.

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

We will always do our best to provide you the highest level of service but if you are not happy or have a complaint or dispute, here is what you can do.

If you experience a problem or are not satisfied with our products, our services or a decision we have made, let us know so we can help.

Please contact the DKG Account Executive or Claims
 Handler you have been dealing with. Our Account
 Executive or Claims Handler will try to resolve complaints
 at first contact or shortly thereafter; if we are unable to do
 so, we may refer you to a Manager (or you can ask to speak
 to a Manager yourself).

The Account Executive or Claims Handler, or Manager will attempt to respond and resolve your complaint as soon as possible.

If we can't quickly resolve your complaint, you can ask for
it to be escalated to Complaints officer at
compliance@dkg.com.au or on (02) 9929 7299 or put
your complaint in writing and send it to DKG at the
address noted at the beginning of this FSG. We will try
and resolve your complaint quickly and fairly.

The Complaints Officer will contact you if they require additional information or have reached a decision. The Complaints Officer will advise you of the progress of your complaint and the timeframe for a decision in relation to your complaint.

If you are unhappy with our decision or in the unlikely event we cannot resolve a complaint within a maximum of 30 days, you may want to explore external review options like the Australian Financial Complaints Authority (AFCA).

- We expect our procedures will deal fairly and promptly with your complaint. If you are unhappy with the decision made by our Complaints Officer you may wish to seek an external review, such as referring the issue to the Australian Financial Complaints Authority (AFCA).
- AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA has authority to hear certain complaints. AFCA will confirm if they can assist you:

DKG 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 the AFCA.

The AFCA can be contacted on:

Australian Financial Complaints Authority (AFCA) Postal

Address: GPO Box 3, Melbourne Vic 3001

Tel: 1800 931 678

Email: info@afca.org.au

Website: www.afca.org.au

Some time limits apply to AFCA complaints, so act quickly. Check the AFCA website to see if time limits apply to your situation.

Further information about our complaint and dispute resolution process is available by contacting us.

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

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

The PI policy covers us and our representatives (including our authorised representatives) for claims made against us and our representatives by clients as a result of the conduct of us, our employees, or representatives in the provision of financial services.

This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

### **How we use your Personal Information**

We are committed to protecting your privacy. We use and disclose the information you provide to arrange or issue your insurance and for any other purposes outlined in our privacy policy. If you do not provide us with full information, we may not be able to provide you with insurance. We do not rent or sell your information.

For more information about 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 privacy law, ask us for a copy of our Privacy Policy, or visit our website.

### **Client 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.

### **Electronic Delivery of Disclosure Notices**

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email attachments or email links to documents/websites etc. If you have provided your email address to us, we will typically use that email address for all correspondence and disclosure notices.

Should you not wish to be sent disclosure documents electronically please advise us and we will update our records

### Conflicts of Interest

As a business we have relationships with and receive income from various third parties as detailed in this FSG. 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.

### **Changes to this FSG**

Information in this document may change from time to time. We may make changes by amending the FSG and publishing an updated version on our website. You may also obtain an electronic copy of the updated information through our website, or you can directly request from us.

### **Lack of Independence**

We receive commissions from the underwriters that we place your insurance with, and we retain that commission to operate our business.

### **Privacy**

We are committed to ensuring the privacy and security of your personal information. The Privacy Act 1988 sets out standards for the collection and management of personal information. With your consent, we will only use your personal information for general insurance services. Our Privacy Policy Statement is available free of charge upon request.

Our privacy statement is set out in the PDS and on the respective websites. Alternatively, you can request a copy from compliance@dkg.com.au.

### Any questions?

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

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