

## Introduction

EA Insurance Services Pty Ltd (EAIS) is wholly owned by the EA Foundation, a not for profit foundation established for the advancement of religion in Australia. EAIS is subject to regulation by the Australian Securities and Investments Commission (ASIC), who requires us to provide clients with a Financial Services Guide (FSG) before we provide any advisory services.

Our FSG is designed to assist you in deciding whether or not to use any of the services offered by us. It contains information about remuneration paid in relation to the services offered and what to do if you have a complaint about our services.

Should you proceed to deal with us you may also be provided with other documentation, including Product Disclosure Statements, Statements of Advice or other regulated documents. Before you commit to accepting any recommendations made to you, you may be provided with a Product Disclosure Statement and/or Statement of Advice. If you have not been provided with these documents, and think that they should have been provided, please contact us on (03) 9890 6851 and we shall endeavor to provide them to you as soon as practicable.

EAIS is an Australian Financial Services Licensee (AFSL 241135) under the Corporations Act. We are authorised to arrange and deal in a range of general insurance products to retail and wholesale clients. We are a well-known specialist faith sector insurance broker with a reputation for professionalism and a commitment to understanding our client's insurance needs. We always encourage you to check the legitimacy of any broker, to ensure that their practices are consistent with an organisation of integrity.

Because we are committed to the professionalism of our industry, we are a member of the National Insurance Brokers Association. We also subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA).

## Financial Services Guide (FSG)

At EAIS, it is our goal to make you feel confident of the service we offer. This is why we are presenting this Financial Services Guide, in this way. It is designed to answer your frequently asked questions.

If you would like more information or clarification, please do not hesitate to call us:

EA Insurance Services Pty Ltd  
ABN: 54 062 461 527 | AFSL: 241135  
T: (03) 9890 6851  
E: info@eainsurance.com.au

**Q. From when does this FSG apply?**

A. This FSG applies from 23<sup>rd</sup> January 2020 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.

**Q. Who is responsible for the advice I receive?**

A. EAIS will be responsible for the advice provided to you by our staff. Our staff are competent and experienced professionals who will work with you to obtain cover appropriate for your needs.

**Q. What financial services are available to me?**

A. EAIS can arrange for the purchase, variation and cancellation of your general insurance. Essentially, this means that you can contact us for advice on or assistance with:

- New business Insurance – you should contact us to discuss any risk not currently insured.
- Renewals – we can ensure continuity of insurance cover or arrange temporary cover.
- Endorsements or Variations – if your circumstances change, we can assist you to review the adequacy of your cover or vary your insurance.
- Claims – we can assist and advise you in the initial management of your claim and liaise with the insurer on your behalf.

Financial product advice can be either general, which is non-specific, or personal in that it will consider your personal objectives, financial situation or needs. At EAIS, we usually only provide general advice and we will let you know when we are doing so. In the rare circumstance that we provide personal financial product advice to our

retail clients, we will also specifically draw this to your attention. In order to be able to provide you with recommendations that are appropriate to your personal needs, we'll need you to provide us current information about your financial situation, your objectives and any relevant information. We'll also need you to fully disclose information about the risks to be insured.

In the event that you are unable or unwilling to do this, or if we don't obtain the required information, we may not be able to help you because we will not be able to make appropriate recommendations.

## Duty of Disclosure

It is important that you understand your obligation to provide us with all the information relevant to allow the insurer to make an informed decision about the risk you want to insure. To assist the insurer to assess the risk and the appropriate premium, the law requires you to disclose all the information you know, or a reasonable person in the circumstances could be expected to know, that is relevant to the insurer's decision whether to provide cover and the terms of cover. For example, you should disclose your claims history.

It is important that you are as open and honest as possible. This duty can extend to notifying your insurer of any significant changes that occur during the period of your insurance. We consider it critically important that your insurance is adequate and accurately reflects your needs. Remember that in the event of a claim, if your insurance is inadequate to cover the loss, you may be required to bear a proportion of the loss.

Before you enter into or renew an insurance contract, you have a duty of disclosure under the *Insurance Contracts Act 1984*. You have this duty until the insurer agrees to insure you or to renew the policy.

Before you enter into an "eligible" contract of insurance, if the insurer asks you specific questions that are relevant to its decision to insure you and on what terms, you must tell them anything that you know and that a reasonable person in the circumstances could be expected to know in answering the questions.

Also the insurer may give you a copy of anything you have previously told it and ask you to tell it if it has changed. If they do this, you must tell it about any change or tell it that there is no change. If you do not tell it about a change to something you have previously told it, you will be taken to have told it that there is no change.

The "eligible" contracts of insurance are motor vehicle, home buildings or contents, sickness and accident, consumer credit or travel.

For other classes of insurance, you must tell the insurer anything that you know, or a reasonable person in the circumstances could be expected to know, relevant to its decision to insure you and on what terms. You have the same duty before you renew, extend, vary or reinstate an insurance contract. You do not need to tell the insurer anything that reduces the risk they insure you for, is common knowledge, that the insurer knows or ought to know as an insurer or where the insurer waives your duty.

You should also ensure that the insurer is aware of everyone who has an interest in the property to be insured so that their interests are protected. If you have any questions about your duty of disclosure, you should ask us to assist.

If you do not tell the insurer anything you are required to, it may either cancel your contract or reduce the amount it will pay you if you make a claim.

If your failure to tell the insurer is fraudulent, it may refuse to pay a claim and treat the contract as if it never existed.

## 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 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.

## Frequently Asked Questions

In this section key information is provided in answer to the following questions. If you'd like more information or clarification, please don't hesitate to contact us.

**Q. How will I pay for the services? What commission/fee do you get, and how is it calculated?**

A. We have an open, honest fee structure and are committed to ensuring that you know the cost of any recommendation we may provide to you. The remuneration we receive can be all or any of the following. The specific amount of the remuneration will be disclosed in any Statement of Advice or upon request.

1. When we place insurance for you, we receive commission from your insurer. A vast majority of commissions are at the rate of 20% of base premium (excluding government charges). Occasionally the commission will be less (as low as 0%), or higher (no more than 30%) depending on which insurer the business is placed with. 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 the 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.

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%.

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

2. We may also charge a broker fee, which can vary depending on the services provided. The fee charged will be shown as a separate item on our invoice and in many cases may also be invoiced separately. 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 the fee.
3. We may from time to time receive some form of material benefit from our insurer contacts. These may include administration support, commission over-ride, subsidies or performance bonuses and are described below. Any relevant specific benefits will be disclosed in any Statement of Advice or upon request.
4. If we arrange premium funding for you, we may be paid a commission by the premium funder. We may also charge you a fee. The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (excluding government taxes, charges and levies). If you instruct us to arrange or issue a general insurance product, this is when we become entitled to the commission. Our commission rates for premium funding are in the range of 0 to 2% 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 available to you. The amount of our commission and any fee that we charge will be set out in the premium funding contract.
5. Referral arrangements: with respect of the Missions Interlink (MI) corporate travel policy only, the cover is created as a group policy exclusively for MI members. EAIS may provide a referral fee to MI for these policies. The amount will be shown in the invoice as an "admin fee". MI can receive between \$0-200 per policy depending on the size and savings achieved.
6. Our employees that will assist you with your insurance needs will be paid a market salary. They may receive a discretionary general bonus; however there is no commission or bonuses directly attached to individual or corporate sales.
7. If we 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 subject of the advice.
8. Please see below for information on the Steadfast association and commission.

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

A. EAIS 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. Some Partners may be a shareholder of Steadfast.

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 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 broker services are 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 charges). If you instruct us to arrange or issue a general insurance product, this is when we become entitled to the commission.

Our commission rates for premium funding are in the range of 0 to 2% 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 available to you.

## When You Get Our Advice

**Q. Will the advice I receive be appropriate for me and my circumstances?**

A. This depends on the circumstances. 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 objectives, financial situation and needs. You should read the warnings contained in any Statement of Advice, or any other warnings that we give you, carefully before making any decision 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.

EAIS has a professional indemnity insurance policy (PI policy) in place. The PI policy covers us and our employees for claims made against us by clients as a result of the conduct of us, our employees or other representatives in the provision of financial services.

**Q. Will the advice I receive be tailored for me and my circumstances including insurance renewals?**

A. We either automatically renew your existing policy or change to another insurer for price or cover advantages. In either circumstance, we will notify you of the renewal or change of underwriter via our renewal invoice. Certain policies require a renewal declaration to be completed prior to the insurer offering renewal of the policy. We will advise you of these policies and will send you these declarations prior to the renewal date of your policy. Please advise us if you do not wish for your policy to either be automatically renewed or transferred elsewhere if they fall outside of renewal declaration policies.

**Q. What information is maintained in my file, and can I examine it?**

A. We will maintain a record of your personal profile, including details of your insurance objectives and needs and any other information relating to your specific financial situation. We will also maintain records of any recommendations or advice given to you. As professional advisers, we are committed to ensuring the privacy and security of your personal information in accordance with the principles of the Privacy Act 1988. Please see our privacy policy for full details of our commitment to you.

**Q. What can I do if I am not happy with the insurance policy provided?**

A. Our commitment to providing you with considered advice should ensure that our recommendations are appropriate for your circumstances. However, if you are not satisfied, please note that the legislation regulating advice given in relation to retail products allows for a 14 day cooling off period. This means that if you are not happy with the

product, you have 14 days from the time you have received the policy to withdraw from the contract at no cost to you.

If this is the case, please ensure that you inform us of your decision immediately to assist us in appropriately notifying the insurer.

**Q. What to do if you need to cancel your policy?**

A. If you wish to cancel your policy, your request must be written and counter signed by authorised persons.

**Q. If I cancel, what refunds do I receive?**

A. In most cases, you will be entitled to a full prorata premium refund (this may vary dependent upon the type of cover provided). Unless agreed previously, our professional broker fees will not be refunded upon any cancellation. We may also retain commission depending upon the period of insurance remaining. It may also be appropriate to charge a fee for service, but this will be fully disclosed to you.

## Complaints and Disputes

If you should have any concern, complaint or dispute about the service we have provided you, then contact us and tell us about it. If your complaint is not satisfactorily resolved within one business day, ask to be put in touch with our Complaints Manager/Officer, Ash Sutale, on 03 9037 6416 / ash@eainsurance.com.au / PO Box 5214, Pinewood VIC 3149, who will attempt to resolve the matter satisfactorily within 21 days.

If you are not satisfied with our final response, you may lodge a complaint with the:

Australian Financial Complaints Authority  
Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call)  
Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

## Other Information

1. 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 policy, which will enable you to make an informed decision about purchasing the policy.
2. If you have any further questions about the financial services EAIS provides, please contact us. Please retain this document for your reference and any future dealings with us.

## EA Insurance Services can arrange cover for all types of insurance.

These include: Faith Package, Community Services Package, Industrial Special Risks, Business Package, Office Package, Public Liability, Professional Indemnity, General Property, Electronic Equipment, Marine Transit / Cargo, Management Liability, Directors & Officers, Commercial Motor, Construction, Cyber Crime, Landlords Liability, Strata Insurance, Travel Insurance and Missions Insurance.

Please contact us further if you have any further needs or questions:

EA Insurance Services  
ABN: 54 062 461 527 | AFSL: 241135  
Head office: 60-62 Duerdin Street, Clayton Vic 3168  
T: 03 9890 6851  
E: [info@eainsurance.com.au](mailto:info@eainsurance.com.au)

## Privacy Policy

### We respect and protect your privacy

Thank you for accessing our Privacy Policy. We are committed to respecting and protecting your privacy.

The following sets out our policy with regard to the personal information that we collect, hold, use and disclose throughout our dealings with you.

We reserve the right to modify this Privacy Policy at any time. If this Policy is changed, the changes will be posted on our website at [www.eainsurance.com.au](http://www.eainsurance.com.au)

#### What personal information do we collect?

'Personal information' means any information or an opinion about an individual whose identity is apparent or can reasonably be ascertained. The kind of personal information that we collect and hold includes:

- information to enable us to identify you;
- your organisation and claims history;
- financial information concerning your organisation and your ability to pay for our products and services;
- claims related information to enable us to assess, defend and resolve claims; and
- any insurance related information that we reasonably require to enable us to provide our products and services.

Generally, we will only collect personal information about you by someone authorised by you, if you:

- send us an email;
- submit a request for quote;
- submit an online Claims Notification Form that contains your personal information; or
- you give EAIS personal information through normal communications.

We will ask you when we need you to provide further personal information for any reason. We will only collect and hold information that relates to the products and services that you ask us to provide to you.

In some circumstances, we may potentially collect health information, through Claims Notification Forms or in emails addressed to us. We will only collect and hold such information where it is for the purpose of establishing or defending a claim, where it is relevant to the circumstances of the claim, or where you have given the information to us voluntarily or consented to us collecting it.

#### What will we tell you when we collect your personal information?

Whenever we collect and hold personal information from you, we will take such steps as are reasonable in the circumstances to let you know:

- how to contact us;
- why we are collecting and holding the information;
- the organisation or types of organisations to which we usually disclose that kind of information;
- if we are required by law to collect the information; and
- the consequences for you if the information is not provided.

When reasonable and practicable to do so, we will collect personal information directly from you and not from third parties. However, there are some situations where it may be unreasonable and impracticable for us to collect information about you directly from you. For example, when we collect personal information about persons related to or involved in a claim or potential claim via emails and/or online Claims Notification Forms

## For what purposes do we use personal information collected from you?

We will only collect the personal information that we need to deliver and improve the products and services that we provide. Generally, those services relate to the provision of insurance, the handling of claims and risk management education. We will only use your email address for the purpose for which you provide it. We may also use your email address to provide any information you request, respond to feedback you give us, and to confirm receipt of emails sent to us.

From time to time, we may send you emails with general information about the products and services we provide and send you EAIS publications that we believe will be of benefit to your organisation. If you do not consent to us using your email address for this purpose, we will give you the opportunity not to receive further emails of that type from us.

We will not use or disclose personal information about you for any other purpose, without first obtaining your consent.

## Who will see or have access to your personal information?

Personal information provided to us may be seen or used by persons working for or on behalf of EA Insurance Services or our contracted service providers, including but not limited to:

- insurance companies appointed to underwrite and manage claims;
- premium funders (who receive information from application forms, where funding of the premium amount is required);
- auditors (performing claims, underwriting and financial audits); and
- IT service providers.

We will not sell, rent, trade or otherwise disclose to third parties any personal information about you without your consent, or unless we are required to do so by law or under a court or tribunal order, or a permitted general situation (including a permitted health situation) exists within the meaning of the *Privacy Act 1988 (Cth)*, or we reasonably believe disclosure is necessary for an enforcement related activity, or we sell our business.

We may be required to disclose personal information where we reasonably believe that use or disclosure is necessary to lessen or prevent a serious threat to the life, health or safety (whether or not the threat is imminent) **OR** where information obtained leads us to believe unlawful activity has been or is being conducted, **OR** where required to do so by law **OR** when such disclosure aids lawful cooperation with law enforcement agencies.

## How do we keep your personal information secure?

We will take such steps as are reasonable in the circumstances to ensure the security of any personal information you provide to us and protect it from misuse, interference and loss, and from any unauthorised access, modification or disclosure.

However, the nature of communication by the internet is such that information exchanged via the internet that is not encrypted may be accessed and used by persons other than for whom the information is intended. If you send us any personal information by email, including your email address, it is sent at your own risk. We cannot be responsible for the unauthorised access of and interference to information prior to it being received by our servers.

If we no longer need personal information that we hold about you for any purpose described above and we are not required by law to retain such information, then we will take such steps as are reasonable in the circumstances to destroy the information or to ensure that the information is de-identified.

## Being open and transparent about the way we handle your information

There are 4 ways we will show our transparency to you:

1. This document is our complete Privacy Policy, and we will always make it available to you
2. We will publish this on the EAIS website to ensure there is 24/7 access
3. We will be available to contact by telephone to discuss with you this Policy
4. We will always be willing to respond to your questions in writing via email or via post

## Keeping records up to date

We will take all reasonable steps to keep your information, including the way we collect it, up to date. Keeping up to date is a relationship and we encourage you to continue to work with us to stay current. You are also entitled to access your information to ensure it is current and up to date subject to our comments below.

### Accessing and correcting the personal information we hold about you

You are entitled to access your information if you wish. Your information may withheld due to the following:

- Providing information reasonably would create serious and imminent threat to life or health of any individual
- Providing information would impact on the privacy of another individual
- The request is frivolous or vexatious
- There are legal proceedings current or anticipated against you, or involving us and privilege applies
- It is against the law to provide
- Providing information would prejudice law enforcement efforts

There may be a reasonable charge which we will pass on to you to cover the cost of retrieving and processing the information.

### Will we send your personal information outside Australia?

In the event that your personal information is disclosed to an overseas recipient, we will take such steps as are reasonable in the circumstances to ensure that the overseas recipient does not breach the Australian Privacy Principles in relation to the information.

### Sensitive Information

We will only collect sensitive information when absolutely necessary, and in line with your duty of disclosure requirements for the purpose of purchasing an insurance policy, a renewal of an insurance policy, amending a policy, or providing claims services.

### Privacy Complaints

We take your privacy seriously. If you believe that your privacy has been prejudiced you have a right to lodge a complaint with us. You should contact our Compliance Manager either verbally by telephone or in writing at the details below. We will respond to you in writing within fifteen (15) days of receiving your complaint. If you are not satisfied with the response, you may refer your complaint to the Chairman of EAIS Board, 60-62 Duerdin Street, Clayton VIC 3168 / PO Box 5214, Pinewood VIC 3149.

### Contacting Us

If you would like any further information on our Privacy Policy or if you have any concerns over the privacy protection of the information you have given to us or that we have collected from others about you, please contact us at the details below.

Should you wish to read more information about the privacy legislation or the Australian Privacy Principles, we recommend that you visit the website of the Office of the Australian Information Commissioner at [www.oaic.gov.au](http://www.oaic.gov.au).

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