

## Financial Services Guide

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

Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers  
ABN: 33 008 154 167 AFSL: 224426

Head Office  
3 Graves Street PO Box 156 Kadina SA 5554  
T: 08 8821 3622 Email: [info@richardray.com.au](mailto:info@richardray.com.au)

**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.

### Not Independent

We, Richard Ray & Associates 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.

### Further information when personal advice is given

We will provide you with further information whenever we provide you with 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 a retail 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 policy.

### **From when does this FSG apply?**

This FSG applies from 1<sup>st</sup> July 2021 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 instruct you?**

You can contact us to give us instructions by post, phone, fax or email on the contact numbers or details mentioned on the first page of this FSG.

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

Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers 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.

Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers holds a current Australian Financial Services Licence no: 224426. The contact details for Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers are on the first page 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?**

Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers is authorised to advise and deal in general insurance products to wholesale and/or retail clients. We will do this for you as a broker unless we tell you otherwise.

### **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 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.

### **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 request. A copy is also available on our website, [www.richardray.com.au](http://www.richardray.com.au)

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 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 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.

### **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%.

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 calculated based on the amount of service we provide you and the type of insurance we arrange.

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% - 30% of our commission or fees.

If we refer you to Steadfast Life and you purchase any of their Life Insurance products, we will receive up to 33% of the upfront and trail commission for referring you, and for any variation, extension, renewal or replacement of the product/s.

For referrals we make to National Credit Insurance (Brokers) Pty Ltd, we will receive up to 25% of the upfront commission and 15% on an ongoing basis.

Our employees that will assist you with your insurance needs will be paid a market salary. They may also receive a performance bonus which is paid at the discretion of our directors where the adviser's performance has been exceptional in terms of meeting our business goals.

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 the subject of the advice. If we provide you with General Advice on a retail product, you may request details of the remuneration we will receive by contacting our office.

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?**

Richard Ray & Associates T/As Richard Ray Insurance Brokers is a Steadfast Group Limited (Steadfast) Network Broker. As a Steadfast Network Broker we 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 exclusive arrangements with some insurers and premium funders (Partners) under which the partners may pay Steadfast commission of between 0.5 – 1.5% commission for each product arranged by us with those Partners or alternatively a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.

We may receive a proportion of any commission paid to Steadfast by its Partners at the end of each financial year (or other agreed period).

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% to 3% 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.

Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers provides General Insurance Broking and advice through its own Australian Financial Services Licence.

### **Renewal of your insurance policy**

When you engage us as your Broker and we arrange an insurance policy on your behalf, we will also automatically renew the policy prior to expiry. This forms part of the engagement you have with us. Should you wish to be contacted prior to renewal of your policy(ies), please advise us and we will record this on your client file.

### **Our Claims Management Services**

Richard Ray Insurance Brokers may refer claims which require high level assistance to Ray Insurance Holdings Pty Ltd T/As Richard Ray Claims. You will receive assistance with the entire claims process, including advice, liaising with external providers such as loss adjustors and assessors, regular updates on the status of your claim, and negotiating with insurers on your behalf. For this, you will be charged a fee for service which may be claimable under your policy.

### **Uninsured Losses**

Where you have sustained a loss and the cause of that loss was due to the negligence of another party, we may offer a fee for service of \$ 250 plus GST per hour, to assist you to seek recovery of those uninsured losses.

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

Contact us and tell us about your complaint. We will do our best to resolve it quickly.

If your complaint is not satisfactorily resolved within 3 days, please contact Richard Ray on 08 8821 3622 or put your complaint in writing and send it to him at the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly.

Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers 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 provides fair and independent financial services complaint resolution that is free to customers. AFCA can be contacted at GPO Box 3, Melbourne VIC 3001 on 1800 931 678, email [info@afca.org.au](mailto:info@afca.org.au) or website [www.afca.org.au](http://www.afca.org.au).

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

Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers has a professional indemnity policy (PI Policy) in place.

The PI policy covers us and our employees for claims made against us and our employees by clients as a result of the conduct of us or our employees in the provision of financial services. This policy also extends to cover FP Agriservices Pty Ltd T/as FP Ag (ABN: 86 119 656 656) acting in its capacity as a Distributor for Richard Ray Insurance Brokers.

Our 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.

### **Your Duty of Disclosure**

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" class of insurance, if the insurer asks you questions that are relevant to their decision to insure you and on what terms, you must tell them anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Before you renew an “eligible” contract of insurance, if the insurer asks you questions that are relevant to their decision to insure you and on what terms, you must tell them anything that you know and that a reasonable person in the circumstances would include in answering the questions. Also, the insurer may give you a copy of anything you have previously told them and ask you to tell them if it has changed. If they do this, you must tell them about any change or tell them that there is no change. If you do not tell them about a change to something you have previously told them, you will be taken to have told them that there is no change.

For other classes of insurance, you must tell the insurer anything that you know, or could reasonably be expected to know, may affect their 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 should know as an insurer or where the insurer waives your duty.

The “eligible” classes of insurance are motor vehicle, home buildings or contents, sickness and accident, consumer credit or travel.

**If you do not tell the insurer something**

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

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

**Any questions?**

If you have any further questions about the financial services Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers provides, please contact us. Please retain this document for your reference and any future dealings with Richard Ray & Associates Pty Ltd T/As Richard Ray Insurance Brokers.