



## FINANCIAL SERVICES GUIDE

The financial services referred to in this Financial Services Guide (**FSG**) are offered by:

### **BMS Risk Solutions Pty Ltd (BMS)**

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NSW 2000  
**Phone** - (02) 9165 3500  
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#### **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 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 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.

#### **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 (PDS)**

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 product.

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

This FSG applies from 26 July 2022 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..

You should read this FSG in its entirety and retain it for your future reference. By engaging, or continuing to engage us you are, in the absence of any formal written agreement with us, agreeing to the delivery of our services and remuneration as described in this FSG.

#### **How can I instruct you?**

You can contact us to give us instructions by phone or email on the contact number or details mentioned on page 1 of this FSG.

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

BMS is responsible for the financial services provided, including the distribution of this FSG.

BMS holds a current Australian Financial Services Licensee Number 461594.

All references in this FSG to 'we', 'us' and 'our' mean BMS.

#### **What kinds of Financial services are we authorised to provide?**

BMS is authorised to provide financial product advice and deal in financial products by:

- issuing, applying for, acquiring, varying or disposing of a financial product
- issuing, applying for, acquiring, varying or disposing of a financial product on behalf of another person.

BMS is also authorised to provide a claims handling and settling service.

These authorisations apply to general insurance products for retail and wholesale clients.

### **Who do we act for when providing the financial service?**

We will usually provide financial services on your behalf.

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 agency to arrange your insurance or advise you about your insurance needs, or to provide claims handling and settling services on behalf of the insurer.

### **Retail clients**

Under the Corporations Act 2001 (the Act) Retail Clients are provided with additional protection from other clients. The Act defines Retail Clients as: Individuals or a manufacturing business employing less than 100 people or any other business employing less than 20 people and that are purchasing the following types of insurance covers: Motor vehicle, home building, contents, personal and domestic, sickness/accident/travel, consumer credit and other classes as prescribed by regulations.

Some of the information in this FSG only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.

### **Will you 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, issue insurance policies to 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, 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.

### **Cooling off period**

If you are a retail client your PDS will include details of any cooling off period that may apply. You may return the policy during the relevant period if cooling off applies.

### **Relationships or associations which might influence us in providing you with a financial service**

We are 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 arrangements with some insurers and premium funders (Partners) under which the Partners may pay Steadfast commission of between 0.5 – 1.5% 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.

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 charges). 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 0-5% 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.

### **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 or issue 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.

If you wish to look at your file, please ask us. We will make arrangements for you to do so.

### **Privacy**

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We also provide your information to the providers of our policy administration and broking systems that help us to provide our products and services to you. We do not trade, rent or sell your information.

If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure.

For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website.

### **How can you give us instructions about Financial Products?**

You may tell us how you would like to give us instructions. For example by telephone, email or other means.

If you have supplied your email address to us, we will send insurance documents including this FSG and any PDS (if required) to that email address either as attachments or links to documents/websites, unless you tell us you would like to receive those documents in a different form.

### **How will you pay for the services provided?**

For each insurance product the insurer will charge a premium which includes any relevant taxes, charges or 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.

In some cases we will also charge you a fee, or we may charge you fee only and not receive commission.

If you do not pay the premium the insurer may cancel the contract, and you would not be insured. The insurer may also charge a premium for the time on risk.

Your payment of the premium is treated as acceptance of all of the terms and conditions of the associated insurance policy.

If your insurance contract is cancelled or varied before the expiry of the period of insurance, you will be paid any refunded pro-rata premium received from the insurer. We will retain all of our commission, fees and other remuneration in full in the event of any early cancellation or variation of your insurance contract or adjustment of premium.

We may charge an additional fee for processing your request to cancel, or vary your insurance contract and you agree that this fee may be offset against any premium pro-rata refund you are entitled to.

This also applies where we have notified you that your insurance policy is due to expire and provided our renewal offer. If you have not responded to the offer prior to the expiry date we may renew your cover to ensure that you remain protected. If you then advise that the policy is to be cancelled we may retain our commission, fees and other remuneration, or charge you an additional fee for processing to cancel the insurance contract.

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 we provide you with claims handling and settling services, we will inform you of any fees, commission or other payments that we, or our associates will receive in relation to the claims and settling services that are provided.

We may also earn remuneration where we act as an agent for an insurer under a binder authority. The remuneration we receive from these arrangements is generally a mixture of a flat processing fee and commissions. The performance fees and commissions are determined by the nature of the arrangement and, in the case of the performance fees, may be influenced by the profitability of the relevant portfolio.

If you obtain insurance through your membership of an organisation, this organisation may be distributing the insurance on behalf of BMS and may be paid a percentage of the commission received by BMS from the insurer for each policy placed. They may alternatively be paid a fee by BMS.

#### **How are commission and fees calculated?**

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 25%.

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

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 25% of our commission or fees.

We may offer premium funding so you can pay your insurance by instalments. Such funding would incur an interest charge, which would be advised to you before you decide on this payment method. We may also charge you a fee for this facility.

If you pay by credit card, we may charge you a credit card fee, which will be disclosed to you. This fee covers the cost of bank charges etc associated with such facilities.

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.

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.

#### **How our representatives are paid**

Our representatives will be paid a market salary and 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.

#### **What information do we maintain on file and can you examine your file?**

We need to hold all information you give us for a period of 7 years. You can view information held by us by making a written request.

#### **What kind of compensation arrangements are in place and are these arrangements compliant?**

BMS 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. Our PI policy covers 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.

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

BMS is committed to providing quality service to our clients. If you have a complaint about the financial services provided by BMS, please contact your broker first to discuss your concern. We also have a Complaints Officer. If your complaint is not satisfactorily resolved within 24 hours, please contact the Complaints Officer at BMS at [au.complaints@bmsgroup.com](mailto:au.complaints@bmsgroup.com) or call 02 9165 3500.

Our aim to resolve all complaints quickly and fairly. BMS 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:

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

## **Code of Practice**

BMS is a member of the National Insurance Brokers Association (NIBA) and a proud subscriber to the Insurance Brokers Code of Practice. We are committed to fair and timely resolution of issues, and the promotion of informed and effective relationships between us, our clients, insurers and others involved in the insurance industry. A copy of the Insurance Brokers Code of Practice can be found on NIBA's website [www.niba.com.au/codeofpractice](http://www.niba.com.au/codeofpractice).

## Duty owed to insurer

When purchasing an insurance contract your duty owed to the insurer depends on the purpose for which you are purchasing the policy. Please ensure you understand the duty that applies to your insurance contract by reading below.

### Duty of Disclosure - Non-consumer insurance contracts only

This duty applies to all insurance contracts that are not obtained wholly or predominantly for personal, domestic or household purposes. If you are obtaining a policy for business purposes this duty will apply.

Before you enter into one of these insurance contracts, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms.

You have this duty until the insurer agrees to insure you.

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; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

#### 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 the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

### Duty to not make a misrepresentation - Consumer insurance contracts

A consumer insurance contract is an insurance contract that is obtained wholly or predominantly for personal, domestic or household purposes or if it is for new business and the insurer gives the insured written notice, before the contract is entered into, that the contract is a consumer insurance contract.

When you enter into one of these contracts, you have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the ICA.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms. To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

If you fail to meet your duty, the insurer may be able to cancel your contract, or reduce the amount it will pay if you make a claim, or both.

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

This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete.

## Important Notices & General Advice Warning

For your protection, we draw your attention to the following important information.

#### **UTMOST GOOD FAITH**

Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by Insurers.

#### **UNDER-INSURANCE**

Reviewing the sums insured and declared values in your policies on a regular basis and at each renewal will help you to ensure that you have maximum protection under your policies.

Consider whether you require cover for replacement on a 'new for old' basis and other costs such as removal of debris. The value of the property/assets insured may need to be updated if you change locations, renovate or expand your premises, or purchase new property/assets.

If you don't check these values and advise us of changes you require, you could be underinsured as the insurer may apply an Average or Co-insurance clause.

### **AVERAGE OR CO-INSURANCE**

Some policies contain an Average/Co-Insurance clause which means that you must insure for the full insurable value of the property insured. If you under-insure, your claim may be reduced in proportion to the amount of the under-insurance.

A simple example, illustrating the basic principle, application and effect of the Average/ Co-Insurance clause is as follows:

Full replacement value - \$100,000  
Sum insured - \$50,000  
Therefore you would be self-insured for 50% of the value  
Amount of claim, say \$60,000  
Amount payable by insurer as a result of the application of the Average/Co-insurance (being 50% of the \$100,000) - \$30,000.

### **AVERAGE/CO-INSURANCE - BUSINESS INTERRUPTION POLICIES**

Some policies contain an Average/Co-Insurance clause which is fully set out in the "Basis of Cover" or "Policy Specification" of the policy. For the types of cover most usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit, Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the "Trend of Business" or "Other Circumstances" clauses.

If you are in any doubt regarding this clause insofar as it applies to your policy, please contact your Account Manager for assistance.

### **SUBROGATION AND/OR HOLD HARMLESS AGREEMENTS**

You may prejudice your rights with regard to a claim if, without prior agreement from your Insurers, you make any agreement with a third party that will prevent the Insurer from recovering the loss from that, or another party who would be otherwise liable. This can occur when you sign a contract containing an indemnity clause, "hold harmless" clause or release.

Some policies contain provisions that either exclude the Insurer from liability, or reduce its' liability, if you

have entered into any agreements that exclude or limit your rights to recover damages from another party in relation to any loss, damage or destruction that is the subject of a claim under the policy or where you assume liability under a contract which is different to your liability at law. This is known as a 'contractual liability exclusion' and often appears in public and products liability, broadform liability and professional indemnity policies.

Examples of such agreements are the "hold harmless" clauses which are often found in leases, in property management contracts, in maintenance or supply contracts from burglar alarm or fire protection installers and in repair contracts. Other contracts you sign from time to time relating to your business operations (e.g. supply agreements, equipment hire contracts, event hire contracts, labour hire contracts, subcontracts, design and construct contracts, consultancy agreements etc.) may contain indemnity clauses and releases which may trigger the operation of policy exclusions or breach the conditions of your insurance.

Do not sign a contract or lease without contacting your broker and/or taking legal advice as to whether the contract terms will prejudice your insurance protection under your policies. If you are in doubt or require further assistance, please consult your Account Manager.

### **UNNAMED PARTIES AND OTHER POLICY REQUIREMENTS**

If you require a person to be named as a co-insured, joint insured, insured person or if you require the interest of a party to be covered by your policy, you MUST request this. Most policy conditions will exclude indemnity to other parties (eg, mortgagees, lessors, principals etc) unless their interest is properly noted on the policy. Please note, we cannot guarantee that an insurer will accommodate a request to include a further party as an insured under your policy or to note the interests of another party on your policy.

If this is a requirement under a contract or agreement, do not sign the contract without checking with us as to whether the insurer is prepared to include the other party as an insured or note that party's interests. You should be aware that it may not be in your best interests to make arrangements to have someone else insured under the terms of your policy.

If you would like assistance or guidance with the insurance requirements under a contract, please consult your Account Manager.

### **CLAIMS MADE DURING THE PERIOD OF INSURANCE**

Your attention is drawn to the fact that some policies (for example, professional indemnity insurance) provide cover on a "claims made" basis

which means that claims first advised to you (or made against you) and reported to your insurer during the Period of Insurance are recoverable irrespective of when the incident causing the claim occurred, subject to the provisions of any clause relating to a "retroactive date".

You should also note that, in terms of the provisions of Section 40(3) of the Insurance Contracts Act 1984, where you give notice in writing to the Insurer of facts that might give rise to a claim against you as soon as is reasonably practicable after you become aware of those facts (but before the insurance cover provided by the contract expires) then the Insurer is not relieved of liability under the contract in respect of the claim, when made, by reason only that it was made after the expiration of the Period of Insurance cover provided by the contract.

In order to ensure that any entitlement under the policy is protected, you must therefore report all incidents that may give rise to a claim against you to the Insurers without delay after such incidents come to your attention and prior to the expiration of the policy period.

#### **CLAIMS OCCURRING PRIOR TO COMMENCEMENT**

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

#### **NOT A RENEWABLE CONTRACT**

Cover under your policies terminates on the date indicated in the BMS tax invoice or adjustment note.

Some policies are not renewable contracts. If you wish to effect similar insurance for any subsequent period, it will be necessary for you to complete a new proposal prior to the termination of the current policy so that terms of insurance and quotations can then be developed for your consideration.

#### **LEASING, HIRING AND BORROWING PROPERTY**

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible to insure the property. This will help avoid arguments after a loss and ensure that any claims are efficiently processed.

(Where relevant) your Industrial Special Risks policy automatically covers property you are responsible to insure, subject to the policy deductible. The decision as to who should insure the property is not left to your discretion. You may have other insurance (for example, public liability) which may assist you meet claims relating to property damage or personal injury caused to or by property which you lease or hire. Please note, there is usually a sub-limit on the amount of claims that can be made for damage to property in your temporary care, custody or control.

If the responsibility to insure lies with the owner, we recommend you try to ensure the lease or hire conditions waive any rights of recovery against you, even when the damage is due to your negligence. This will prevent the owner's Insurer making a recovery against you. If there are no lease or hire conditions, you should write to the owner asking who is to insure the property.

#### **APPLICATION AND AMOUNT OF GST ON INSURANCE POLICIES**

Most insurance is deemed a taxable supply (ie, it is not GST-free), although there are some classes of insurance that do not attract GST.

For the majority of insurance policies issued, the Insurer has a liability to pay GST. This liability can be passed on to you. If you are registered for GST, you may be able to claim any GST back from the Australian Taxation Office as an Input Tax Credit ("ITC").

The consideration paid for an insurance policy consists of premium plus fire service levies (where applicable) and stamp duty.

GST is applied to that part of the amount to be paid net of stamp duty but including any fire services levy.

#### **DECLARATION OF SUMS INSURED**

If you are registered for GST, you should consider the net amount (after all ITCs have been taken into account) which is to be insured and advise the sums insured or asset values or turnover on a GST Exclusive basis.

If you are not registered for GST (so wholly input taxed) or are registered but only partially input taxed, you will need to advise the sums insured or asset values or turnover on a GST Inclusive basis in addition to your precise taxable status.

#### **INSURANCE CLAIMS AND THE APPLICATION OF THE POLICY EXCESS OR DEDUCTIBLE**

Payment of an excess is not treated as consideration for a taxable supply and is therefore not subject to GST.

#### **INSURANCE CLAIMS AND GST**

The treatment of settlements for GST purposes depends on whether or not you are registered for GST and your entitlement to claim a full or partial ITC on the premium paid.

#### **Registered for GST**

Where you are registered for GST, you are entitled to an ITC on a premium to the extent that it is acquired for a taxable purpose. If you are entitled to an ITC in respect of the premium, you must notify the Insurer of the percentage that you are entitled to claim. This must be done on or before making the claim.

So long as the percentage notified to the Insurer is correct, you will have no GST liability on a settlement received under the policy.

Settlements where a registered business can claim a partial ITC will be for an amount somewhere between the GST-exclusive and the GST inclusive price (depending on the entitlement).

#### **Unregistered for GST**

Where you are not registered for GST, you are not entitled to claim an ITC on the premium and have no liability to pay GST on the settlement.

Settlements to non registered entities will be for the "GST-inclusive price" of the insured item.

It is important to note that an Insured is not liable to pay GST on claim payments, provided they have informed their Insurer as to their entitlement to an ITC on the premium paid on the policy (or their tax status). This must be done at (or before) the time of a claim.

The tax status is the percentage you are entitled to claim as an ITC for the GST on the premium paid on any policy. If you are registered for GST, it is a requirement under the GST legislation for you to advise your Insurer(s) of your ABN and tax status. Failure to do so may result in you having a GST liability on any claim settlement made under any policy.

The level of your tax status is a matter to be determined by a professional tax adviser.

Our advice to you regarding the application of GST on general insurance policies is offered in our capacity as Insurance Brokers. The level of your Tax Status as a business registered for GST is a matter to be assessed by your professional taxation adviser. We cannot and do not accept liability for the consequences of any information provided to your Insurer regarding your entitlements to Input Tax Credits on the premiums paid on your insurance policies.

#### **RETAIL CLIENT ADVICE WARNING**

Under the Corporations Act 2001 and associated Regulations Retail Clients are provided with additional levels of protection from other insurance purchases. The Act defines Retail Clients as:

Individuals or a small manufacturing business employing less than 100 people or any other business employing less than 20 people  
And that are being provided a financial service or product that relates to the following insurance covers:

Motor Vehicle (under 2 tonne),  
Home Building, Contents, Personal and Domestic,  
Sickness and Accident or Travel,  
Consumer Credit, and

Other classes as prescribed by regulations.

#### **WHAT ADVICE IS BEING PROVIDED (RETAIL CLIENTS ONLY)**

If you are a retail client, then the advice that we give you will be general advice in relation to the retail products. General advice is advice that has been prepared without considering your current objectives, financial situation and needs. Therefore, before acting on the advice you should consider the appropriateness of the advice having regard to your current objectives, financial situation and needs. Please check the policy schedule carefully to ensure that the sum insured is adequate and that the cover is appropriate. If the advice we provide relates to the acquisition or possible acquisition of a new insurance policy, you should consider any PDS provided to you prior to making the decision to purchase the product

#### **ESSENTIAL READING OF POLICY WORDING**

The original of your policy wordings have been provided to you or will be passed to you as soon as they are received from Insurers. It is in your own interests to read these documents without delay and advise BMS in writing of any aspects which are not clear to you or where any aspect of the cover does not meet with your requirements.

#### **GENERAL**

If at any time you are unsure of any aspect of your insurances, please contact us to discuss the matter.