

# Financial Services Guide

This Financial Services Guide (FSG) contains important information to assist you in deciding whether to use our services and includes:

1. Who we are and who we act for
2. Types of services we provide
3. Your Duty of disclosure
4. Product Disclosure Statement (PDS)
5. Insuring the interest of other parties
6. Change of risk or circumstances
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## 1. Who we are and who we act for

Family Day Care Australia Limited (FDCA) ABN 93 094 436 021 AFSL 329 616 is the national peak body for family day care. As an insurance broker we act on your behalf.

## 2. Types of services we provide

FDCA can provide general financial product advice on, and deal in general insurance products to retail and wholesale clients.

Any advice we provide is general in nature and we do not take into account your personal needs or financial objectives. Before you decide to purchase general insurance products from us you need to consider if the advice and relevant product is right for your circumstances as we have not done this.

FDCA's public liability insurance is provided under a Master Policy agreement, a condition of which requires educators and services to hold current membership with FDCA.

Premium funding is available for certain FDCA products and enables you to spread your payment over instalments rather than pay it in a lump sum; however you will have to pay a fee to the premium funder. When we offer you premium funding we act on behalf of the premium funder, not you. We do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

## 3. Your Duty of disclosure

Before you enter into a contract of general insurance with an Insurer, you have a duty under the Insurance Contracts Act 1984, to disclose to the Insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of the insurance and, if so, on what terms. You have the same duty to disclose those matters to the Insurer before you renew,

vary or reinstate a contract of general insurance. Your duty however does not require disclosure of any matter that diminishes the risk to be undertaken by the Insurer, that is of common knowledge, that your insurer knows or, in the course of their business ought to know, as which compliance with your duty is waived by the insurer.

## Non-Disclosure and Misrepresentation

If you fail to disclose any matter, which you were under a duty to disclose to the insurer or you made a misrepresentation to the insurer before this Policy was entered into, the Insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the

contract. If your non disclosure is fraudulent, the Insurer may also have the option of voiding the contract from its beginning. Contracts of Insurance are subject to the doctrine of utmost good faith. Failure to adhere to this may prejudice any claim.

## 4. Product Disclosure Statement

If you ask us to arrange personal accident and/or sickness insurance for educators or children, motor vehicle or home and contents insurance we will provide you with a Product Disclosure Statement (PDS) unless you already have an up to date version. It is prepared by the insurer and is designed to help you make an informed decision about the financial product.

## 5. Insuring the interest of other parties

If you require the interest of a party other than the named insured to be covered, you MUST request this. Most policy conditions will exclude indemnity to other parties.

## 6. Change of risk or circumstances

It is important that you advise us of any location changes, business activities or any departure from your normal form of business.

## 7. Insurers

Your Insurances are only arranged with Insurers that are authorised under the *Insurance Act 1973* to conduct insurance business in Australia. Although the insurers are subject to the supervision of the Australian Prudential Regulation Authority (APRA), we are not in a position to guarantee that any insurer will at all times be in a position to pay claims as and when they occur and we disclaim any liability for losses that you may not be able to recover from your insurer/s.

## 8. Payment for our services

When we place insurance for you we receive commission from the insurer (including renewals and some variations to the policy). The commission is a percentage of the insurer's base premium (i.e. excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies). The commission rate varies between 0-35%. Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type. FDCA may sometimes receive additional remuneration from insurers through

profit commissions on insurance products. Because the amount of the commission earned may vary depending on the performance of the portfolio over a period of time, the amount of possible commission attributable to any policy will not be known at the time of placement. The commission is included in the premium amount detailed on your invoice and we receive it when you pay the premium or at a later time as agreed with the insurer.

You may cancel your policy at any time and under certain circumstances, you may be eligible for a refund depending on the terms of the policy. FDCA Membership, FDCA Broker Fees, Telephone Legal Advice and Debt Recovery products are all non refundable. Three and six month Kick Start Packages are also non refundable.

We also have standard administration/policy handling fees which are charged in addition to the premium for the insurance to cover the cost of services for preparation and distribution of FDCA documentation and other services we provide to our members. The FDCA broker fee ranges between \$0-\$300 per policy and is noted in the documentation we send you. If you pay annually and cancel or vary your insurance package mid-term, FDCA will charge an administration fee of \$25 (including GST) for our expenses in relation to the cancellation and/or variation.

All commission and fees assist to support the work of FDCA. 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. We may earn interest on the premium while it is in our trust account and retain any interest earned on the premium.

If we arrange premium funding/instalment payment options for you we are paid a commission of between 0-5% of the funded premium.

Our employees are paid a salary and may also receive a bonus or other incentives based on their performance.

## 9. Cooling off period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may return the policy. If a cooling off period applies to your policy the details of your rights are included in the relevant Product Disclosure Statement or policy wording.

## 10. Potential Conflicts of Interest

FDCA and its staff may also receive 'soft dollar' benefits from insurers and other service providers and can include entertainment or small gifts. There are no other associations or relationships with insurers which may influence us in providing our services.

## 11. Not Independent

FDCA is not independent, impartial or unbiased because we receive commissions or soft dollar benefits for the advice and placement of insurances offered to our members.

## 12. Complaints Policy

FDCA have developed a Complaints and Dispute Resolution Process which is fair, efficient and accessible to all our clients.

If you would like to make a complaint about the services provided by FDCA you should telephone FDCA on free call 1800 658 699, or if you wish you can put your complaint in writing for referral to the complaints officer by email [memberservices@fdca.com.au](mailto:memberservices@fdca.com.au) or post Po Box 571 Gosford NSW 2250. The complaints officer will acknowledge your complaint in writing as soon as it is received by FDCA. We will respond to your complaint within 5 business days of receipt by FDCA.

If the complaint is not resolved to your satisfaction you can refer the matter to the Australian Financial Complaints Authority (AFCA) [www.afca.org.au](http://www.afca.org.au) which is a national disputes resolution scheme for consumers. Its aim is to resolve disputes between clients, brokers and insurance companies. Contact them at Australian Financial Complaints Authority Limited GPO Box 3, Melbourne, VIC 3001 Telephone: 1800 931 678 Email: [info@afca.org.au](mailto:info@afca.org.au)

## 13. Compensation arrangements for clients' losses

FDCA has a professional indemnity insurance policy (PI policy) in place. The PI policy covers FDCA and their representatives (including ex employees and representatives) for claims made against them by clients as a result of their conduct in the provision of financial services.

## 14. Updates to the FSG

Information in this document may change from time to time. We may make such changes by amending the FSG and publishing an updated version on our website. You may also contact us to obtain the most recent FSG.

## 15. How to contact us or provide us with instructions

Family Day Care Australia Limited PO Box 571, Gosford NSW 2250

Telephone: 1800 658 699 Fax: 02 4324 7882

E: [memberservices@fdca.com.au](mailto:memberservices@fdca.com.au)

W: [www.familydaycareaustralia.com.au](http://www.familydaycareaustralia.com.au)

This FSG Version was prepared on 20 December 2021 by Family Day Care Australia Limited ABN: 93 094 436 021, AFSL No: 329616.

**Please keep this document for your reference and any future dealings with us.**