



**OTTA  
INSURANCE**

**WHERE YOU "OTTA" GET COVER**

## **Financial Services Guide & Privacy Statement**

### **Your Adviser**

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### **OTTA Insurance**

ABN: 90 881 977 332  
177 Hunter Street, Glen Innes, NSW, 2370

The Above Named Broker is an Authorised Representative of:

### **Sphere Insurance Group Pty Ltd**

AFSL: 478 959  
ABN: 95 605 842 117  
5 Jellicoe Street, Mount Lofty, Qld, 4350  
Telephone: 07-4564 9003  
[www.sphereinsurance.com.au](http://www.sphereinsurance.com.au)

## **Our Services and General Information**

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.

## **FSG Validity Date**

This FSG applies from the revision date at the bottom of every page of this document, and remains valid unless a further FSG is issued to replace it. If we give you a supplementary FSG it will not replace this FSG but will cover services not covered by this FSG.

## **Sphere Insurance Group Pty Ltd**

Sphere Insurance Group Pty Ltd 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. The contact details for Sphere Insurance Group Pty Ltd are at the top of this FSG.

## **Our Services**

Sphere Insurance Group Pty Ltd is authorised to, as per its licence:

- (a) Provide financial product advice for the following classes of financial products:
  - (i) General Insurance products; and
- (b) Deal in a financial product by:
  - (i) Applying for, acquiring, varying, or disposing of a financial product on behalf of another person in respect of the following classes of products:
    - (A) General Insurance products to retail and wholesale clients.

As Authorised Representatives of Sphere Insurance we are authorised to provide these same services.

## **Insurance Brokers Code of Practice**

We adhere to and closely follow the National Insurance Brokers Association Code of Practice (the Code). The Code sets out standards for brokers to follow when dealing with clients, including requirements to inform clients of remuneration arrangements and any conflict of interest. The Code is available from the National Insurance Brokers Association website [www.niba.com.au](http://www.niba.com.au)

## **How we will look after your insurance**

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

## **Who do we act for?**

As your insurance broker we normally act for you in providing our insurance services. We'll tell you before or at the time if we are not acting for you in providing any part of our service.

## **Product Disclosure Statement**

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a Product Disclosure Statement (PDS), which contains information about the particular policy in question, which will enable you to make an informed decision about purchasing that policy.

## **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, needs and objectives. 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.

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 those policies

### **Is insurance advice always tailored?**

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, at the time of any scheduled status review or upon renewal of your insurances.

### **Your duty of disclosure**

We rely on your disclosures to us to pass on to the underwriter. We act for you in placing cover. If you do not answer the questions we ask clearly and truthfully and the risk is undisclosed to the underwriter your policy could be cancelled or additional premium payable. In that we are acting on your behalf there could also be ramifications for us for failing to provide correct information to the underwriter. This could cause us disciplinary action from ASIC or the underwriter.

### **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.

### **Conflicts of interest**

Conflicts of interest may arise in circumstances where some or all of your interests as our client are, or may be, inconsistent with some or all of our interests. We have a conflicts of interest policy and procedure, including training and monitoring, to ensure we are aware of and manage any conflicts of interest. Where a conflict is unavoidable we will consult with you and manage the conflict in such a way so as to avoid prejudice to any party.

### **Lack of Independence**

We are not independent, impartial or unbiased because.

- We or our representatives or associates may receive remuneration or gifts or benefits from:
  - The insurer of the product you buy (e.g commission that we retain); or
  - Other third parties for related services provided with the personal advice service (e.g premium funding, claims or loss adjusting or reinsurance services).

Which may reasonably be expected to influence the personal advice provided to you?

- We or our representatives may be subject to direct restrictions relating to the financial products in respect of which personal advice is provided; and
- We or our representatives or associates have associations with insurers of financial products and others that might reasonably be expected to influence the personal advice provided to you.

We explain such arrangements in more details in this document and you can ask us for more detail.

However, it is important to note that when providing personal advice we are required under the Corporations Act to always act in our client's best interest. We also have policies and procedures for the proper management of conflicts of interest. (See Conflicts of Interest above) You can ask for more details.

### **Privacy Statement**

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.

We value the privacy of personal information and are bound by the Privacy Act 1988 when we collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in (including those outlined in this FSG).

Personal information may be obtained by us directly from you or, sometimes, via a third party such as your employer or an immediate member of your family.

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice.

However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim you submit.

If you have previously provided us with permission to show your name and occupation for marketing purposes, you may revoke this permission at any time in writing to us, or by emailing us using the contact information on the first page of this FSG.

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

All services can be paid for in any number of ways, including by BPAY, and Credit Card. How to pay will be clearly displayed on your invoice. You can choose to pay by any of the payment methods set out in the invoice.

For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies.

These will all be shown on the quotes and invoices that we send you. You are required to pay us within the time set out on the invoice.

#### **How are we remunerated?**

We usually receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission. Commissions range from 0% to 50%.

We may also charge a Broker Fee for policy invoicing, premium collection and remittance and issuing policies and other insurance administration work. This charge will appear on your invoice and will vary depending on the work and the commission we receive.

You agree that we may retain all our commission, fees and other remuneration in full in the event of any cancellation of a policy, alteration, or the future downward adjustment of premium. You also agree that both we and the insurer may offset such remuneration from any premium refund you are entitled to.

Please note that we treat our remuneration as fully earned when we issue you with a tax invoice, unless we have a written agreement with you that varies this statement.

When you pay us your premium it will be banked into the Sphere Insurance Group None Interest Trust Account.

Sphere Insurance Group will forward the premium paid in full to the insurer, once the Policy goes into force Sphere insurance group then remits to us our agreed percentage of all fees and commissions; Sphere Insurance deducts a management fee from our commissions and broker fees of between 7% and 15% from the total commission and broker fee received and pays the remainder of the broker fee and commission to us.

#### **External referrers**

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).

### **Premium Funding**

If we arrange premium funding for you, we may be paid a commission by the premium funder. We may also charge you a Brokers Fee. 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 a product, this is when we become entitled to the commission.

Our commission rates for premium funding are in the range of 0% to 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. The amount of our commission and any fee that we charge will be set out in the premium funding contract.

### **Service Issues and Complaints**

We are committed to providing quality services to our clients. This commitment extends to giving you easy access to people and processes that can resolve a service issue or complaint. If you have a complaint about the service we have provided to you, please address your enquiry or complaint to the staff member providing the service.

If we are not able to resolve the issue immediately, or within five days, we will refer it to the Complaints Manager, who will review the complaint and advise you in writing of the expected time for resolution. You can also refer your enquiry or complaint to the Complaints Manager at any time by:

- Email: [compliance@sig.com.au](mailto:compliance@sig.com.au)
- Telephone: 07-4564 9003

If you are still not satisfied with the outcome determined, you may contact the AFCA can be contacted by mail:

GPO Box 3, Melbourne VIC 3001.  
Call on 1800931678.  
email [info@afca.org.au](mailto:info@afca.org.au) or website [www.afca.org.au](http://www.afca.org.au)

### **Professional Indemnity**

Sphere Insurance Group Pty Ltd has a professional indemnity insurance policy (PI policy) in place to cover us and our representatives and employees against claims in relation to our conduct as their Authorised Representative, to compensate clients or their beneficiaries for loss or damage suffered if we provide negligent advice.

### **INSURANCE PLACED WITH UNAUTHORISED FOREIGN INSURERS**

We will identify the policies that we have placed with an unauthorised foreign insurer (on your instructions) and the specific information relating to that insurer.

If the policy is an atypical risk or the policy cannot reasonably be placed with an Australian authorised insurer and we have placed the policy with an unauthorised foreign insurer (on your behalf), please note:

An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (Act) to conduct insurance business in Australia and is not subject to the provisions of that Act, which establishes a

system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority (APRA).

The insurer cannot be a declared general insurer for the purpose of Part VC of the Insurance Act 1973, and, if the insurer becomes insolvent, you will not be covered by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

You should consider whether you require further information regarding:

- The country in which the insurer is incorporated, and what scheme of financial supervision of insurers applies;
- The paid up capital of the insurer;
- The insurer's rating by credit rating agencies;
- The insurer's financial reports; and
- Which country's laws will determine disputes in relation to the policy.

As your insurance broker, we do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors. The solvency of an insurer can change significantly between the time an insurance contract is entered into and the time a claim may be made. If you have concerns about the insurer's solvency you should review the insurer's credit rating from time to time.

**Any questions?**

If you have any further questions about the financial services we offer or about Sphere Insurance Group Pty Ltd, please contact us. You will find our contact details on the first page of this FSG. Please retain this document for your reference and any future dealings with us.