

THE PURPOSE OF THIS GUIDE

This Financial Services Guide contains information about our services and charges, your rights as a client and other things you need to know in relation to insurance matters including how any complaints you may have will be dealt with.

If you ask us to act as your general insurance broker, we will do so on the terms set out in this Financial Services Guide as well as in other contractual documents we provide you such as a Letter of Appointment or Engagement.

This Financial Services Guide is designed to assist you in deciding whether to use any of our services and contains important information about;

- The services we offer you
- How we and our representatives are paid
- Any potential conflict of interests we may have
- What to do in the event of a complaint
- Arrangements we have in place to compensate clients for losses

This Financial Services Guide has been authorised by Apollo Risk Services Pty Ltd and applies from 9th December 2020.

ABOUT US

**Carbon Insurance Brokers Global Pty Ltd T/as
Carbon Insurance Brokers**

ABN: 57 602 231 765
24 Hasler Road, Osborne Park WA 6017
Phone: (08) 9446 8588
Email: mark@carbongroup.com.au

**Authorised Representative No. 000468039 of
Apollo Risk Services Pty Ltd trading as Apollo Risk Services
AFSL Licence No: 403727**

ABN 60 367 225 615 ACN 150 334 348
Unit 3 / 97 Hector Street West, Osborne Park WA 6017
PO Box 17, Mount Lawley WA 6929
Phone (08) 9228 3332 Fax (08) 6314 4664
Email info@apollorisk.com.au
Website www.apolloriskservices.com.au

RESPONSIBILITY FOR THE SERVICES PROVIDED

We are an Authorised Representative (AR) of Apollo Risk Services, who hold an Australian Financial Services Licence (AFSL) under the Corporations Act 2001. We are authorised by them to deal in general insurance products and to provide advice to wholesale & retail clients.

We employ the following staff who are also Authorised Representatives of Apollo Risk Services.

Mark Spencer – AR No. 000473087

Apollo Risk Services is responsible for the financial services provided to you, or through you to your family members, including the distribution of this Financial Services Guide.

Apollo Risk Services are required to meet high standards for: representatives training, organisational competence, management expertise, financial control and compliance disciplines.

WHO WE ACT FOR

We act on your behalf as your insurance broker unless we tell you otherwise.

OUR SERVICES

We have comprehensive market knowledge in relation to general insurance products. We offer a range of services to assist you to protect your assets and guard against unexpected liabilities. These include:

- Reviewing and advising on your insurance needs.
- Arranging and renewing insurance contracts on your behalf.
- Arranging premium funding, if required.
- Assisting with insurance claims.

To enable us to provide advice which is appropriate to you, we will need you to provide us with complete information about the risk(s) to be insured, your past claims history and your needs and objectives. You should also tell us about any relevant changes as they occur. If you are unable, or choose not, to provide complete and accurate information to us, we will be unable to assess whether our advice meets or addresses your circumstances, needs or objectives. This may limit our ability to make appropriate recommendations. You will then need to assess the appropriateness of our advice, to your circumstances, needs and objectives, before acting on it.

RETAIL CLIENTS

Under the Corporations Act 2001 (The Act) Retail Clients are provided with additional levels of protection differing from other insurance purchasers. A Retail client is a person or small business employing less than 20 people (or less than 100 people if the business includes manufacturing) who seeks to acquire any of the following classes of insurance:

- Motor Vehicle (up to 2 tonne carrying capacity)
- Home Buildings
- Home Contents
- Sickness & Accident
- Consumer Credit
- Travel
- Personal and Domestic Property (e.g., moveables, valuables, pleasure craft, caravans, mobile homes, personal effects, pets etc.)
- any other classes as prescribed by regulations.

Typically we only provide general advice to our retail clients. General advice does not take into account your personal needs and objectives and you should consider the appropriateness of this advice to your circumstances before acting on it. We will provide you with a general advice warning in such cases.

When you ask us to provide you with a quote on 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 providing you the costs and terms of the insurance policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

If you want us to provide personal advice to you (i.e. advice provided after considering your financial circumstances, needs and objectives), please let us know.

Retail clients may also receive additional documents at the time or after, we provide you information about your insurance policy including:

- Disclosure Statement - will contain information about the amount of our fees, commission, other benefits and any associations that may have influenced the giving of this advice. Your statement will be incorporated into your Tax Invoice;
- Product Disclosure Statements – these will contain information about the products we recommend to you; and
- Confirmation notices – these will confirm the details of transactions we have arranged on your behalf.

If you need more information, or have any queries, including particulars of our remuneration, please feel free to telephone us. The request must be made within a reasonable time after you have received the FSG or any of the documents referred to above.

HOW CAN YOU INSTRUCT US

You can provide us with instructions in person, by telephone, email or in writing.

New Business - If you need immediate cover, we can usually obtain an interim contract of insurance (which is generally valid for a month or less). To arrange this, we will need details of the property or risk and all other information which you need to disclose to the insurer. We will then send you a proposal for completion. This must be returned to us before the interim cover expires.

Renewals – For as long as we remain the appointed broker, We will give you at least 14 days' notice of expiry of any insurance contract which we arranged or last renewed for you. If you want to change the details of the cover, contact us as soon as you receive the renewal offer.

Variations to your Insurance Cover - You should carefully review that your insurance contract is adequate to cover your assets or business activities. You must tell us of any changes to your personal circumstances, needs or objectives that may be relevant to your insurance cover.

If you want to vary any cover, please provide us with details of the changes you require and any other information you need to disclose to the insurer. We will arrange the variation with the insurer and provide you with written confirmation.

Material Changes - You must also notify your insurer of any significant changes which occur during the period of insurance. If you do not, your insurances may be inadequate to fully cover you.

We can assist you to do this and to ensure that your contract of insurance is altered to reflect those changes.

Claims - We will receive your claims notifications, assist and advise you regarding the scope of cover and pass the information to the insurer.

If a loss adjuster is appointed we shall, with your permission, pass on your contact details and co-ordinate meetings. In the case of a major loss, we can attend the meetings with the loss adjuster if you wish us to.

We will promptly forward to you all claims documentation, insurance company settlement cheques and other information. If any claims are outstanding when you terminate our appointment as your insurance broker, we will do either of the following, whichever is preferable to you:

- Negotiate settlement on your behalf subject to a claim service fee (to be agreed); OR
- Provide details of the claim(s) to your new insurance broker so that they may continue to negotiate settlement on your behalf.

Contractual Liability - 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.

ELECTRONIC DELIVERY OF DISCLOSURE NOTICES

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email or links to websites etc. If you have provided your email address to Us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

REMUNERATION FOR OUR SERVICES

Commissions - When placing your insurance Apollo Risk Services usually receives a commission from the insurer. The amount varies between 0% and 30.00% of the base premium you pay (excluding statutory charges).

Apollo Risk Services may receive additional remuneration of up to 2.5% of the premium payable from a limited number of insurers with whom they have profit share or volume bonus arrangements. The remuneration Apollo Risk Services may receive from these arrangements is variable if they meet certain profitability targets and/or agreed sales set by the insurer.

Fee for service - We may also charge you an Administration and/or Broker Fee, which will appear separately on your Tax Invoice based on the product and the time we spend placing the insurance.

Any fees that we charge you will be included in the total shown, which is based upon the time and complexity involved in arranging your insurance.

How we are paid - As Authorised Representatives we are paid 100% of the commission and fees received by Apollo Risk Services that are generated by our clients.

Interest earned - Any interest earned on monies held in trust is for the sole benefit of Apollo Risk Services.

Referrer payments - If you have been referred to us, we may share part of our commission or fees (of up to 30%) with the person who referred you or pay them an agreed referral fee. The amount paid to the referrer will not increase the amount you pay us.

Premium funding - Premium funding products enable you to pay your premiums by instalments. Premium funders do charge interest. If we arrange premium funding for you, we may be paid a commission by the premium funder. The commission that we are paid is usually calculated as a percentage of your insurance premium (including government fees or charges) and may be up to 3%. When we arrange premium funding for you, you can ask us what commission rate we are paid for that funding arrangement compared to other arrangements that were available to you. In addition to this commission payment, Apollo Risk Services may be entitled to a volume bonus of up to 1.5% of funded premium depending on the amount funded with some providers.

In the event of cancellation of a premium funded policy, the premium funder will determine if there are any outstanding payments payable by you. Otherwise, the returned premium from the insurer will be forwarded to you (less any fees or charges resulting from cancellation of the policy). Commissions received by us as a result of premium funding will not be returned to you when a policy is cancelled.

STEADFAST MEMBERSHIP

Apollo Risk Services 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. Steadfast is also a shareholder of some Partners.

As a Steadfast Network Broker we have access to member 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 member services are either 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

CANCELLATION OR POLICY REFUND

In the event of a refund for the cancellation or adjustment of a policy, we will refund the premium to you when received from the Insurer. The amount refunded to you will exclude any Brokerage and fees earned as these have been earned by us in placing and servicing your policy.

Separately, and in addition, we may charge an administration / cancellation fee where any insurance cover is cancelled, or varied resulting in a refund of insurance premiums by the insurer. The administration / cancellation fee will be charged at our discretion in respect of any contract of insurance. You specifically authorise us to deduct the administration / cancellation fee from monies held on your behalf in Apollo Risk Services' trust account to meet such fees.

TERMS OF PAYMENT

We will invoice you for the premium, statutory charges (e.g. stamp duty, GST, fire services levy if applicable etc.) and any fees we charge for arranging your insurances. You must pay us within 14 days of the policy inception date, or in the case of a renewal, before the expiry date of the contract of insurance. If you do not pay the premium on time, the insurer may cancel the contract of insurance and you will not be insured. The insurer may also charge a short term penalty premium for the time on risk.

PRIVACY

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 Financial Services Guide and any other Statement of Advice, Product Disclosure Statement or short-form PDS that we give or pass on to you for the period required by law.

We are committed to implementing and promotion of a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is available on request. It is also available on our website.

CONTACT AGREEMENT

To ensure that we provide you with appropriate products and services, you agree to us calling you at our discretion to discuss new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register.

COMPENSATION ARRANGEMENTS

Apollo Risk Services hold a Professional Indemnity Policy which also provides coverage for us. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to cover Apollo Risk Services for work done by us after we cease to work for Apollo Risk Services and satisfies the requirements for compensation arrangements under Section 912B of The Corporations Act 2001.

CONFLICTS OF INTEREST

As a business we have relationships with and receive income from various third parties as detailed in this FSG. For Retail Clients receiving Personal Advice, details of relationships that impact the advice will be included in any SOA or invoice documentation we send you. All material conflicts that impact our advice, that are not mentioned in this FSG, will be advised to you on the invoices related to that advice.

COMPLAINTS AND DISPUTES

Apollo Risk Services is a member of the Australian Financial Complaints Authority. If you are not satisfied with our services please contact our complaints officer, Mr Carl King on (08) 9228 3332.

Your complaint will be handled in accordance with our Internal Disputes Resolution procedures and we will endeavour to resolve your complaint as quickly as possible. If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority can be contacted as follows:

Website: www.afca.org.au Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

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

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

Date of FSG: 9th December 2020 (FSG_VER3)

PRIVACY POLICY

Apollo Risk Services Pty Ltd trading as Apollo Risk Services ABN 60 367 225 615 holds an Australian Financial Services Licence No 403727 under the Corporations Act 2001.

This Privacy policy applies to Apollo Risk Services staff and Authorised Representatives. It explains our policy in relation to the collection and management of personal information we collect from individuals.

We are committed to protecting your privacy and confidentiality in accordance with the Privacy Act 1988 (Cth) (Privacy Act).

It is one of our prime concerns that any personal or sensitive information you provide to us is not used for any other purpose than that intended and expected by you. This Privacy Policy describes our current policies and practices in relation to the handling and use of personal information.

What information do we collect, hold and how do we use it?

We will collect personal information for primary purposes, which are relevant to providing and administering our financial products and services. Personal information, is information we hold which is identifiable as being about you. This includes information such as your name, email address, and any other information that can reasonably identify an individual, either directly or indirectly.

To enable us to provide advice on and arrange financial services, we collect the information needed by ourselves to ensure appropriate advice to you and information required by product suppliers. We will usually provide some or all of this information to our product suppliers. Some of these companies may be located outside Australia.

When a claim is made under an insurance policy, to enable us to assist in the claim process, we and our representatives and those of the insurer (including loss adjusters, investigators, medical advisers and lawyers) collect information about the claim, some of which may be personal information. We may collect the information from you or from third parties.

We provide this information to the insurer and or their agents and those appointed to assist you in making a claim. Again this information may be passed on to your underwriters and reinsurers. We may use your personal information internally to help us improve our services and help resolve any problems.

What if you don't provide some information to us?

We can only apply for and arrange financial service products if we have all relevant information. The insurance laws also require insured's to provide all the information required by the end insurer to help them decide whether to insure you and on what terms. Credit Providers also require specific information to help them assess any credit applications that we may facilitate on your behalf.

How do we hold and protect your information?

We hold the information we collect from you in our computer system and in our hard copy files. We ensure that your information is safe by following the usual security procedures expected by our clients and in accordance with the guidelines issued by the Office of Australian Information Commissioner (OAIC).

Will we disclose the information we collect to anyone?

We may disclose information to:

- Financial institutions, other Australian Financial Service Licensees, Insurers, underwriters, underwriting agencies, wholesale brokers and reinsurers (for the purpose of seeking recovery from them or to assist them to assess insurance risks);
- Premium funders / Credit providers for the purposes of gaining quotations on and arranging funding of your insurance premiums / financial investments;
- An investigator, assessor, State or Federal Health Authorities, lawyers, accountants, medical practitioners, hospitals or other professional advisors (for the purposes of investigating or assessing your claim);
- A lawyer or recovery agent (for the purpose of defending an action by a third party against you or for the purpose of recovery costs including your excess);
- Contractors who supply services to us, e.g. to handle mailings on our behalf;
- An immediate family member;
- Other companies in the event of a corporate sale, merger, reorganisation, dissolution or similar event.

However, we will do our best to ensure that they protect the information in the same way that we do. We may provide this information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits. We do not sell, trade, or rent personal information to others.

How can you Access, check, update or change your information?

Upon receipt of your written request from you and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate. If you wish to access or correct your personal information please write to the Privacy Officer, C/- our office.

We do not charge for receiving a request for access to personal information or for complying with a correction request. We do however reserve the right to charge you for all reasonable costs and outgoings specifically incurred in meeting your request for information.

Your consent

By asking us to provide you with our financial services, you consent to the collection and use of the information you have provided to us for the purposes described above.

Information sent Overseas

In certain situations it is likely that that some or all of the Personal Information that you provide to us may be disclosed to businesses that operate overseas. This would only occur where the product provider / intermediary is based overseas – e.g. Lloyds of London syndicates or brokers and other overseas based insurers and intermediaries or in situations where we utilise "Cloud Computing" services that are situated outside Australia.

In all such cases, unless we expressly inform you and obtain your consent to the contrary, we commit to making reasonable enquiries to ensure that these organisations comply with their local privacy legislation where such legislation is comparable to the Australian legislation and to comply with the key components of Australian Privacy legislation in cases where their local legislation is considered inadequate or non-existent.

Website privacy issues

Anonymous Data

We use technology to collect anonymous information about the use of our website, for example when you browse our website our service provider may log your server address, the date and time of your visit, the pages and links accessed and the type of browser used. It does not identify you personally and we only use this information for statistical purposes and to improve the content and functionality of our website, to better understand our clients and markets and to improve our services.

Cookies

In order to collect this anonymous data we may use "cookies". Cookies are small pieces of information which are sent to your browser and stored on your computer's hard drive. Sometimes they identify users where the website requires information to be retained from one page to the next. This is purely to increase the functionality of the site. Cookies by themselves cannot be used to discover the identity of the user. Cookies do not damage your computer and you can set your browser to notify you when you receive a cookie so that you can decide if you want to accept it. Once you leave the site, the cookie is destroyed and no personal or other information about you is stored.

Forms

Our Website may allow visitors to submit information via Self-Service forms (Quotes, Claim Forms, Employment and Contact request). The information submitted via the Forms may not be encrypted. Should you be concerned about the confidentiality of any information provided by any Self Service forms please do not hesitate to lodge this information with us via phone or email.

We may also use your contact information that you supply on this website to send you requested product information and promotional material and to enable us to manage your ongoing requirements, e.g. renewals, and our relationship with you, e.g. invoicing, client surveys etc.

We may also notify you via direct marketing about new services and special offers, events or articles we think will be of interest to you. We may send you regular updates by email or by post on insurance matters. If you would rather not receive this information or do not wish to receive it electronically, email or write to us.

We may also use your information internally to help us improve our services and help resolve any problems.

Disclaimer

Although we intend to observe this policy at all times, you should note that the Privacy Act does not apply to small businesses. It only applies to businesses with an annual turnover of \$3M or more per annum. Therefore should we be in a position where the Privacy Act does not legally apply to us we may decide it is necessary or desirable to act outside this Policy. We may do so, subject only to any legal obligations we have to you or under any law, including the Privacy Act.

Complaints About Privacy

Should you have a query or a complaint regarding a breach of privacy, please contact our Complaints Officer who will handle the matter in accordance with our formal complaints handling procedures.

Your complaint can be lodged over the phone, via mail or email or you may wish to make an appointment with our Complaints Officer at a convenient time and location. We will do all that is reasonable in the circumstances to address your complaint.

The Oaic can investigate privacy complaints from individuals about our business if we are specifically caught by the Privacy Act. We also follow the Notifiable Data Breach obligations imposed by the Privacy Act.

Before a client can lodge a complaint with the Oaic, they will generally need to complain directly to ourselves and allow 30 days for it to respond. If they do not receive a response within 30 days, or they are dissatisfied with our response, they may then complain to the Oaic.

Complaints to the Oaic must be made in writing. Further information on the complaints process is available for clients wishing to complain regarding a Privacy Breach at www.oiac.gov.au

If you believe that we have breached the Australian Privacy Principles, or disagree with a decision that we have made in relation to our Privacy Policy, Please address your complaint to our Privacy Officer. Contact details have been included below.

Contact details

Privacy Officer: Carl King
Address: Unit 3 / 97 Hector Street Osborne Park WA 6017
Postal Address: PO Box 17, Mount Lawley WA 6929
Telephone: 08 9228 3332
Facsimile: 08 6314 4664
E-mail: info@apollorisk.com.au

Policy updates

This policy is subject to change from time to time. The most current version of our Privacy Policy can be obtained from our website (www.apollorisk.com.au) or by contacting us.

Date of Privacy Policy: 9th December 2020 (PRIV_V5)