



# FINANCIAL SERVICES GUIDE



**MBA Insurance Services (MBAIS)**  
is a general insurance brokerage  
owned by seven of Australia's  
Master Builders Associations.



## THE PURPOSE OF THIS GUIDE

This Financial Services Guide (FSG) 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 associates are paid
- › Any potential conflicts of interest we may have
- › What to do in the event of a complaint

In this FSG, “we”, “us” and “our” means MBA Insurance Services Pty Ltd (MBA Insurance Services) and;

- › its employees; and
- › its Authorised Representatives, North Australian Insurance Brokers Pty Ltd (number 345151), Master Builders Association of Tasmania Inc. (number 1250604);

unless otherwise stated.

## RESPONSIBILITY FOR SERVICES PROVIDED

MBA Insurance Services holds an Australian Financial Services Licence (number 281729) and are authorised to advise and deal in the full spectrum of general insurance products, as are our Authorised Representatives. We are responsible for the financial services provided to you, or through you to your family members, by our employees and Authorised Representatives, including the distribution of this FSG.

## OUR SERVICES

We are committed to providing sound advice based upon your needs and our comprehensive market knowledge.

We offer a range of services to assist you to protect your assets and guard against unexpected liabilities including:

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

## OUR PRODUCTS

We can advise on and arrange a broad range of insurances on your behalf including but not limited to Construction Works, Home Warranty/Builders Indemnity, Tradesman Insurance, Commercial Defects, Surety Bonds, Professional Indemnity, Liability, Motor, Business Packages, and various private covers. For a full range of our products and services please refer to our website.

## WHAT WE EXPECT FROM YOU

To enable us to provide the right advice we need you to provide us with complete information about the risk(s) that you face and those that you want to be insured for. You should also tell us about any relevant changes as they occur so that we can review your insurance needs accordingly. Of course we also ask you to pay our invoices promptly and complete proposal forms honestly, accurately and return them to us by the required date.

## PERSONAL INFORMATION

We consider the disclosure of personal information by our customers as an important matter and recognise the need to maintain confidentiality in managing this information. Our Privacy Policy explains how we use and disclose your personal information in accordance with the Australian Privacy Principles. For a copy of our Privacy Policy please refer to our website.

## COOLING-OFF PROVISIONS

All Retail products are subject to a 14 day 'cooling off period'. This means that if you are not happy with the product, you have 14 days to withdraw from the contract at no cost to you.

## 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.

## RETAIL CLIENT ISSUES

Typically we only provide General Advice to our Retail Clients. General Advice does not take into account your particular needs and requirements and you should consider the appropriateness of this advice to your circumstances prior to acting upon it. We will provide you with a General Advice Warning in such cases.

If you are a new Retail Client purchasing Personal Accident or Sickness insurance and obtain Personal Advice, that is, advice that takes into account your particular circumstances, we will give you a Statement of Advice (SOA), that sets out the advice provided and the basis on which the advice is made and our remuneration should you purchase the product.

For existing Retail Clients we may not provide an SOA but rather provide the advice to you orally. In such cases you may request us to provide you with a Record of Advice (via phone or in writing) which we will provide to you within 28 days of such request.

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.

If we recommend the purchase of a particular financial product, we will also give you a Product Disclosure Statement at that time, which sets out details specific to that product and the key benefits and risks in purchasing the product.

## 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

Clients not satisfied with our services should contact us and we will do our best to resolve your complaint quickly and fairly. We are members of the Australian Financial Complaints Authority (AFCA), a fair, free and independent service for consumers and small businesses. If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the AFCA. Further information is available from our office, or contact AFCA directly:

**Post:** GPO Box 3, Melbourne VIC 3001 | **Ph:** 1800 931 678  
**Fax:** 03 9613 6399 | **Email:** [info@afca.org.au](mailto:info@afca.org.au) | **Web:** [www.afca.org.au](http://www.afca.org.au)

## OUR SOURCES OF INCOME

When placing your insurance we usually receive a commission from the insurer. The amount varies between 0% and 25% of the base premium you pay. Where a policy is an adjustable policy at the end of the period of insurance or is cancelled before the period of insurance has ended, we will usually retain the commission on any return premium involved.

If you are a Retail Client and we give you Personal Advice, our remuneration will be illustrated in any SOA or (where an SOA is not required to be provided) included on any relevant invoices. When we give you General Advice, full commission information (including dollar amounts) will be provided on request.

We have a set of standard non-refundable Broker Fees that we charge you for our services. All fees payable for our services will be advised to you at the time of providing the advice or service.

We may receive additional remuneration from insurers with whom we have profit share or volume bonus arrangements. This remuneration is payable if we meet certain agreed sales and/or profitability targets set by the insurer. If we have profit share arrangements with an insurer that apply to a product we recommend to you, we will advise you of this at the time of making any such recommendation if the amount involved is material.

We retain the interest on premiums paid by you that are held in our trust account before paying the insurer.

We are a member and shareholder of IBNA. They have exclusive arrangements with some insurers where they receive between 0.5 – 1.5% commission on the premium placed by us with those insurers. These payments are used to operate IBNA.

Depending on the operating costs of IBNA (including the costs of member services provided to us and other shareholders) and the amount of total business we place with the participating insurers in any financial year, we may receive some of that commission at the end of each financial year.

As an IBNA member, we can access services including operating and compliance tools, advice and assistance from professional bodies, group insurance arrangements, product comparison and placement support, claims support and purchasing arrangements. These services are either funded or subsidised by IBNA or available exclusively to members for a fee.

## COMPENSATION

MBA Insurance Services holds a Professional Indemnity Policy, which also covers our Authorised Representatives. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to cover us for work done by our former representatives/employees who no longer work for us and satisfies the requirements for compensation arrangements under Section 912B of The Act.



**MBAIS is the only insurance broker delivering profits directly back to the building & construction industry.**

## CONTACT AGREEMENT

To ensure that we provide you with appropriate products and services, you agree to us calling you to discuss any 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.

## ELECTRONIC PROVISION OF DOCUMENTS

We assume that we have your consent to provide disclosure documents to you electronically. If you do not wish to receive documents electronically, please advise us and we will update your details accordingly.

## TERMS OF PAYMENT

### Invoices

We will invoice you for premium, statutory charges (e.g. stamp duty, fire services levy, etc) and any fees we charge for arranging your insurances. You must pay us upon receipt of the invoice or, in the case of renewal, by the due date of the contract of insurance.

If you do not pay on time, we may tell your Insurer. The Insurer has the right to cancel the contract of insurance due to non-payment within their credit terms and you will not be insured. The Insurer may also charge a short-term penalty premium for the time on risk.

### Credit Card Fees

If you pay by credit card you will incur a credit card surcharge. This surcharge is the fee charged by the respective merchant and is paid directly to the merchant, not us.

### Premium Funding

Premium funding enables you to pay premiums by instalments. Premium funders do charge interest. We can arrange premium funding on your behalf if you require it. We may receive a commission based on a percentage of the premium from the premium funder for doing so. We will tell you the basis and amount of any such payment if you ask us.

## WHO DO WE ACT FOR

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to access insurance or manage claims where we act as an agent of the insurer. If and when this situation arises we will explain and highlight this to you.

## HOW OUR REPRESENTATIVES ARE PAID

All staff are paid salaries and may also be entitled to receive bonuses based on the performance of our overall business at the end of each year. Some employees receive bonuses based on the new business they introduce.

The Authorised Representatives receive a share of MBAIS income for the services they provide. This amount depends upon the detail of servicing arrangement between MBAIS and the Authorised Representative.

If a person has referred you to us, we may pay them a part of any fees or commission received. If you are a Retail Client and receive Personal Advice full remuneration details will be disclosed in the SOA or invoices related to the advice.

Our staff may also receive non-monetary benefits from insurers including entertainment and hospitality.

## HOW TO CONTACT US

### Melbourne

332 Albert Street  
East Melbourne VIC 3002  
Phone 03 9411 4555  
Fax 03 9417 7931

### Adelaide

47 South Terrace  
Adelaide SA 5000  
Phone 08 8461 8288  
Fax 08 8211 8566

### Darwin

Unit 11, 396 Stuart Highway  
Winnellie NT 0820  
Phone 08 8984 4742  
Fax 08 8984 4391

### Perth

35-37 Havelock Street  
West Perth WA 6005  
Phone 08 9476 9800  
Fax 08 9486 7021

### Hobart

116 Bathurst Street  
Hobart TAS 7000  
Phone 03 6210 2000  
Fax 03 6210 2050

### Sydney

52 Parramatta Road  
Forest Lodge NSW 2037  
Phone 02 8586 3555  
Fax 02 9571 9940

### Canberra

1 Iron Knob Street  
Fyshwick ACT 2609  
Phone 02 6175 5975  
Fax 02 6280 9118

**MBAIS IS THE ONLY INSURANCE BROKER  
DELIVERING PROFITS DIRECTLY BACK TO  
THE BUILDING + CONSTRUCTION INDUSTRY.**



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