

## FINANCIAL SERVICES GUIDE FOR GLENOWAR PTY LTD T/AS FENTON GREEN & CO Australian Financial Services Licence Number 247258

The financial services referred to in this financial services guide (FSG) are offered by Glenowar Pty Ltd t/as Fenton Green & co (Fenton Green).

### Introduction

This FSG sets out the services that we can offer you. It 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 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

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), 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 policy.

### From when does this FSG apply?

This FSG applies from 23 April 2014 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.

### How can you instruct us about your insurance?

You can contact us to give us instructions by post, by telephone, in person, by fax or email on the contact number or details mentioned on page 1 of this FSG. It is our preference to always receive instructions from you in writing.

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

Fenton Green 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.

Fenton Green holds a current Australian Financial Services Licence, No: 247258. The contact details for Fenton Green are on the front of this FSG.

### Our services

Fenton Green is authorised to provide advice on and deal in general insurance products. We will do this for you as your broker unless we tell you otherwise.

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.

### 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 carefully the warnings contained in any SOA, or any other warnings that we give you 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.

### **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.

### **What information do we maintain in your file and can you examine your 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, [www.fentongreen.com.au](http://www.fentongreen.com.au).

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

### **How do you pay for our services?**

#### **Our remuneration**

Commission and broker fees are our main source of income and also cover the costs of operating our business. We receive a commission from the insurer with whom we place your insurance. The amount varies depending on the product, but is in the range of 0 – 25% of the premium (excluding taxes and statutory charges) and is included in the premium quoted to you. We may also charge you a fee for arranging the insurance. This fee varies depending on the type and complexity of insurance and is payable in addition to the premium. Where we provide advice on your personal circumstances in relation to retail products our remuneration will be calculated and disclosed to you at the time we provide the advice and will be shown on the invoice that we send you. 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.

We may receive a profit share commission from certain insurers depending on performance and profitability of the portfolio we place with insurers. Some insurers may give us other non-monetary benefits. Fenton Green has and monitors compliance with a policy that ensures that these do not create a conflict with your interests.

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.

#### **Cancellation**

We cannot cancel a contract of insurance without written instructions from a person authorised to represent each of the parties who are named as insureds. We treat our remuneration as fully earned when we issue you with a tax invoice. If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

#### **Who we pay**

Our employees that will assist you with your insurance needs are paid a market salary. They may also receive a performance bonus which is paid at the discretion of our directors where the adviser's performance has been exceptional in terms of meeting our business goals. If you were referred to us we may pay the person who referred you part of the commission we earn for placing your insurance.

### **Do we have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?**

Fenton Green 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 – 2.0% commission for each product arranged by us with those Partners. Steadfast is also a shareholder of some Partners.

We may receive a proportion of that commission from Steadfast at the end of each financial year (or other agreed period).

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](http://www.steadfast.com.au)

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% to 2% 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.

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

1. Contact us and tell us about your complaint. We will do our best to resolve it quickly.
2. If your complaint is not satisfactorily resolved within 4 weeks, please contact our Complaints Officer on (03) 8625 3333 or put your complaint in writing and send it to The Complaints Officer at the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly.
3. Fenton Green is a member of the Financial Ombudsman Service (**FOS**). If your complaint cannot be resolved to your satisfaction by us you have the right to refer the matter to the FOS. The FOS can be contacted at:

Street Address: Financial Ombudsman Service, Level 12, 717 Bourke Street, Docklands, VIC, 3008

Mailing address: Financial Ombudsman Service, GPO Box 3, Melbourne, VIC, 3001

Ph - 1300 780 808

Fax - 03 9613 6399

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

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

**What arrangements do we have in place to compensate clients for losses?**

Fenton Green has a professional indemnity insurance policy (PI policy) in place.

The PI policy covers us and our employees for claims made against us and our employees by clients as a result of the conduct of us or our employees in the provision of financial services.

Our PI policy will cover us for claims relating to the conduct of representatives who no longer work for us.

**Any Questions**

If you have any further questions about the financial services Fenton Green provides, please contact us.

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