

#### Who provides the services described in this Financial Services Guide (FSG)?

The financial services referred to in this Financial Services Guide (FSG) are offered by:

SMS Insurance Pty Ltd trading as repX (repX) ABN 32 361 928 456 Australian Financial Services Licence (AFSL) No. 425573

#### What are our contact details?

177 Wellington Road East Brisbane QLD 4169

T: 1300 306 049 E: info@repx.au W: repX.au

#### Lack of independence

repX and its representatives are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you.

We are not independent, impartial, or unbiased pursuant to section 923A of the Corporations Act because:

- We may receive remuneration, commission, gifts or other benefits when we provide personal advice to you in relation to insurance products and other financial products;
- We may be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; and/or
- We may have associations or relationships with issuers of insurance products and other financial products.

Further information about these benefits and relationships is set out in this FSG.

If you have any questions about this information, please ask us.

#### What information is in this FSG?

This FSG sets out the services that we can offer. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- The services we offer.
- 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.

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

repX is responsible for the financial services that will be provided to you including the distribution of this FSG.

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#### From when does this FSG apply?

This FSG applies from 1 December 2024 and remains valid unless a further FSG is issued to replace it.

#### Who do we act for?

As a general insurance broker, repX and your adviser act for you as your broker unless we tell you otherwise.

#### How can I instruct you?

You can contact us to give us instructions by using the contact details set out in this FSG.

#### 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 product.

# What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?

The financial services referred to in this FSG are provided by your adviser, who is an authorised representative under the repX's Australian Financial Services Licence to provide financial product advice and deal in general insurance products for wholesale and retail clients.

repX and your adviser is not authorised to offer you advice about any services other than general insurance products and services.

If your adviser offers you any other financial services, they are required to give you a separate FSG about those financial services. repX is not responsible for our advisers conduct in respect of those other financial services.

#### Will I 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

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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 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.

#### **Electronic delivery**

If you have supplied your email address to us, we will send insurance documents including this FSG, any PDS, and SOA (if required) to that address, unless you instruct us that you wish to receive these documents via a different method (e.g. hard copy sent to you by post).

#### 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 you maintain in my file and can I examine my file?

repX maintains 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. repX 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.

repX is committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. We have taken the appropriate action to ensure we comply with the Australian Privacy Principles (APPs) and have established a Privacy Policy. A copy of our privacy policy is available on request, or at www.repx.au.

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

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

Payment for the services we provide you are payable directly to us. For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We will receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in some cases we will also charge you a fee. This will all be shown on the invoice that is sent to 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.

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.

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Non-payment of premium within applicable time frames could result in the insurer cancelling the contract of insurance or charging a penalty premium for time on risk.

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.

If you require assistance from us with a claim which requires an unexpected and significant amount of time or expertise, we reserve the right to make an additional charge for it. Any charges will be agreed with you before we provide the services so you always know how much you will be required to pay.

## How are any commissions, fees or other benefits calculated for providing the financial services?

The commission the insurer pays to us will be calculated based on the formula:  $X = Y\% \times P$  In this formula:

X = our commission

Y% = the percentage commission paid to us by the insurer. Our commission varies between 0% and 26.5%.

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

We may also charge you a broker fee in addition to commission when you enter into an insurance contract. The amount of the fee will depend on the complexity of the services we are providing. The amount of any broker fee charged will be shown on your invoice.

Our employees that assist you with your insurance needs will be paid a market salary.

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), up to 100% of our commission or fees.

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 the policies that are the subject of the advice.

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.

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.

repX generally pays your adviser between 65% and 100% of the commission, fees and/or charges received by repX.

Alternatively, repX may pay your adviser a flat recuring fee.

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Your adviser may also be paid a salary and a bonus or incentives which are based on a number of factors including their employer's corporate goals.

We want to be entirely transparent about our remuneration so please ask us if you want more information or have any questions.

See below for information on the Steadfast association and commission.

#### Do we receive non-monetary benefits for providing the financial service?

While providing services to you, we may receive non-monetary remuneration from insurers, underwriting agencies and third parties. This can include access to technology platforms and IT support, education and training, event sponsorship and marketing assistance. We do not accept non-monetary remuneration if this could reasonably be expected to influence the services that we provide to you.

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

repX is a Steadfast Group Limited (Steadfast) Network Broker.

As a Steadfast Network Broker repX and our advisers have access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast, or available exclusively to Steadfast Network Brokers for a fee.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.

You can obtain a copy of Steadfast's FSG at steadfast.com.au.

#### **Conflicts of Interest**

Conflicts of interest may arise in circumstances where some or all of your interests as our client are, or maybe, inconsistent with some or all of our interests.

repX has a Conflicts of Interest policy and procedure, including training and monitoring, to ensure we are aware of and manage any conflict of interest. Our company, employees and advisers must comply with this policy and procedure. Where a conflict is unavoidable, we will consult with you and manage the conflict in such a way as to avoid prejudice to any party.

#### What to do if you have a complaint

We welcome your suggestions, compliments and complaints as an opportunity to improve our service.

If you have a complaint about the service provided to you, please give us the opportunity to put things right by contacting your adviser about your complaint in the first instance. They will acknowledge your complaint within one business day in writing or by telephone and will do their best to resolve your complaint within five business days.

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If your complaint is not satisfactorily resolved within five business days, please contact our Complaints Officer at:

Email: complaints@repx.au Phone: 1300 306 049

Postal: PO Box 7064, East Brisbane QLD 4169

We will try and resolve your complaint quickly and fairly and no later than 30 calendar days of lodgement, providing you with updates at intervals of no later than 10 calendar days.

If your complaint is complex or there are circumstances beyond repX's control, it may take longer than 30 calendar days to provide you with a complaint outcome. If this occurs, we will seek to agree an extended timeframe with you to address your complaint, provide you with reasons for the delay, inform you of your right to complain to the Australian Financial Complaints Authority (AFCA) and, continue to keep you informed of its progress.

repX is a member of the AFCA and if your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to the AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA can be contacted at:

Email: info@afca.org.au Phone: 1800 931 678 Website: afca.org.au

Postal: Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

#### **Insurance Brokers Code of Practice**

repX is a principal member of NIBA and repX and its advisers have adopted the Insurance Brokers Code of Practice (NIBA Code). A copy of the NIBA Code will be provided upon request or can be obtained from the NIBA website.

If you think we may have breached the Code, you can report alleged breaches to the Insurance Brokers Code Compliance Committee (IBCCC). IBCCC can be contact at

Email: info@codecompliance.org.au

Phone: 1800 931 678

Website: insurancebrokerscode.com.au

Postal: IBCCC

PO Box 14240, Melbourne VIC 8001

#### What arrangements do you have in place to compensate clients for losses?

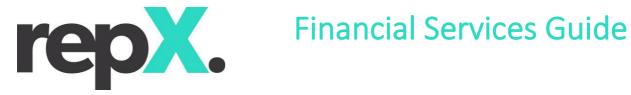
repX has a professional indemnity insurance policy (PI policy) in place.

The PI policy covers us and our representatives for claims made against us and our representatives by clients as a result of the conduct of us, our employees or representatives 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.

This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

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### Any questions?

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

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

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