



FINANCIAL SERVICES GUIDE

The financial services referred to in this financial services guide (**FSG**) are offered by:

Cover for Creatives Pty Ltd (ABN 46 682 092 084)

Level 36, 1 Macquarie Street, Sydney NSW 2000

Contact:

Justin Dickings 0424 746 442 or via email justin@coverforcreatives.com

Stephen Rinder 0402 751 114 or via email stephen@coverforcreatives.com

Cover for Creatives Pty Ltd is an Authorised Representative (1313061) of:

RiskCorp Pty Ltd trading as RiskCorp Insurance Brokers (**RiskCorp**) (ABN 29 632 224 778)

Level 1, Westcentre, 1260 Hay Street, West Perth, 6005

Telephone: (08) 6381 9510

Email: info@riskcorpinsurance.com.au

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.
- arrangements we have in place to compensate clients for losses.

Further information when personal advice is given

We will provide you with further information if 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 in line with our insurance placement methodology detailed in the Terms of Engagement.

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.

Lack of Independence

We are not considered independent, impartial or unbiased in accordance with s923A of the Corporations Act 2001 as we may receive commissions and other benefits when we provide personal advice relating to insurance products and other financial products.

From when does this FSG apply?	This FSG applies from 19 December 2024 and remains valid unless a further FSG is issued to replace it.
How can I instruct you?	You can contact us to give us instructions by post, phone or email on the contact number or details mentioned on page 1 of this FSG.
What is the role of an Insurance Broker?	<p>As an insurance broker, we specialise in insurance and risk management. Our role is to work with you to:</p> <ul style="list-style-type: none">• Assist you to identify and understand your individual and/or business risks;• Assist you in deciding what risks to insure, including how you can manage those risks in other ways;• Recommend which type of cover is suitable for your needs;• Prepare submissions to insurers;• Negotiate terms and premiums with the insurer; <p>Regularly review your insurance program to ensure the ongoing suitability of your cover. We also will complete the placement, renewal and any changes of cover required with the chosen insurer(s) based on your instructions, and provide assistance in the event you need to make a claim.</p> <p>At Cover for Creatives, we always act on your behalf when providing our services to you, we do not have any arrangements with insurers where we act on their behalf, or as their agent.</p>



Who is responsible for the financial services provided?	RiskCorp is responsible for the financial services that we provide to you, or through you to your family members, including the distribution of this FSG. RiskCorp holds a current Australian Financial Services Licensee no: 525955. The contact details for RiskCorp Pty Ltd are listed on page 1 of this FSG.
What kinds of financial services are you authorised to provide to me?	<p>Cover for Creatives is authorised to advise and deal in general insurance products to wholesale and/or retail clients under RiskCorp’s Australian Financial Services Licence.</p> <p>This means we are authorised to provide advice to individuals and businesses on the full range of general insurance products available in the market.</p>
Will I receive tailored advice?	<p>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, or to give you advice about your insurance needs. There are two different types of advice service we provide, and it is important to understand the difference:</p> <p>Personal advice</p> <p>This is advice provided by us to you on the suitability of general insurance policies to meet your particular needs. We will agree with you when this service is to be provided and what the scope of our personal advice will be.</p> <p>For example, in some cases we may only provide personal advice on which of a selected list of products is appropriate for you. Before we provide any personal advice, we will need to undertake a needs analysis so we can provide you with appropriate advice.</p> <p>General advice</p> <p>This is where we provide a general recommendation or opinion to you on a general insurance policy which is not based on our consideration of your personal needs. We tell you when this is the case because if general advice is given you need to consider if the general advice and any relevant product is right for your circumstances as we have not done this for you. In some cases where we arrange more than one policy for you, we may provide personal advice for one policy and general advice for another. We tell you when we do this.</p> <p>Claims Assistance</p> <p>We can also assist you when you need to make a claim. If a claim occurs, contact us and we can help you decide what to do. We do not do anything without your</p>



consent. We provide this assistance as part of our overall service for no separate charge unless we tell you otherwise. We don't provide this service if we no longer act for you.

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?

RiskCorp and Cover for Creatives maintain a record of your personal profile, including details of insurance policies that we arrange for you. RiskCorp and Cover for Creatives may also maintain records of any recommendations or advice given to you. RiskCorp and Cover for Creatives 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.

RiskCorp and Cover for Creatives 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 and also available on RiskCorp's website at riskcorpinsurance.com.au. If you wish to look at 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 RiskCorp.

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to RiskCorp by the insurers. However, in some cases we will also charge you a fee. This 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 RiskCorp 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.

When you pay us your premium it will be banked into the RiskCorp trust account. RiskCorp will retain the commission from the premium you pay and remit the balance to the insurer in accordance with their arrangements with the insurer.

RiskCorp will earn interest on the premium while it is in their trust account, or they may invest the premium and earn a return. RiskCorp will retain any interest or return on investment earned on the premium.

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

Our commission will be calculated based on the following formula: $X = Y\% \times P$

In this formula:

X = our commission

Y% = the percentage commission paid to RiskCorp by the insurer. RiskCorp's commission varies between 5% and 27.5%.

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

As an Authorised Representative of RiskCorp we will receive a split of the total fees and commission paid to RiskCorp in accordance with our commercial arrangements, as set out in our Terms of Engagement. This split is payable by RiskCorp out of the total fees and commission received and not an additional cost to you.

We may charge you an administration fee when you enter into an insurance policy or a flat fee for arranging an insurance policy on fee based upon the time we spend advising you, or an annual management fee. You will be informed of the nature and amount of any fee involved prior to us performing the service for you, if requested.

Our employees that will assist you with your insurance needs will be paid a market-based salary and may be paid bonuses for the achievement of set targets or key performance indicators, when they are achieved. These targets are not solely volume based.

From time to time we may receive non-monetary benefits from insurers, underwriters or other third parties. This may include but is not limited to access to technology platforms and IT support, education and training, marketing assistance and certain hospitality benefits and/or Christmas gifts. We do not accept any



benefits where doing so could influence our advice to you, the receipt of these benefits is not based upon the volume of business. Details of these are available on a specially maintained Register which is available for your viewing.

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

If we arrange premium funding for you, RiskCorp may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that RiskCorp 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 RiskCorp become entitled to the commission.

The commission rates for premium funding are in the range of 0.5% to 2.0% 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.

RiskCorp is a Steadfast Group Limited (**Steadfast**) Network Broker. As a Steadfast Network Broker we have access to 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 may pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.



What should I do if I have a complaint?

If you have any complaints about the service provided to you, you should take the following steps:

1. Contact us and tell us about your complaint. We will do our best to resolve it quickly and fairly. You can contact the Complaints Officer, Michael Ellis, on telephone number (08) 6381 9510 or put your complaint in writing and send it to the Complaints Officer at RiskCorp Insurance Brokers, Level 1, Suite 13, 1260 Hay Street, West Perth WA, 6005 or via info@riskcorpinsurance.com.au.

2. If the complaint can't be resolved to your satisfaction within 30 days, then you may lodge a complaint with the [Australian Financial Complaints Authority \(AFCA\)](#). AFCA provides fair and independent financial services complaint resolution that is free to consumers and may be contacted at:

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

Phone: 1800 931 678 Mail: GPO Box 3 Melbourne VIC 3001

RiskCorp has a [Complaints Guide](#) on their website which provides information about how to access, and what to expect from our complaints handling process.

RiskCorp are a Principal Member of the [National Insurance Brokers Association \(NIBA\)](#) and subscriber to the Insurance Brokers Code of Practice (the **Code**).

The Code has been developed by NIBA as part of a national self-regulatory scheme and is intended to promote and maintain high levels of professionalism and integrity in insurance broking, with higher standards for education and client service levels than those that are required by law.

We are bound by the standards of the Code, which is monitored and enforced by a Code Compliance Committee. We encourage you to ask questions about the Code, a copy of which can be obtained [here](#) or from our office.

If you do not feel our services have met the requirements of the Code, you can report the matter to the Code Compliance Committee [here](#).

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

RiskCorp has a professional indemnity insurance policy (**PI policy**) in place. The PI policy covers us, our employees and other representatives (including Authorised Representatives) for claims made against us by clients as a result of the conduct of us, our employees or other representatives in the provision of financial services. Our PI policy also covers us for claims relating to the conduct of employees or other representatives that no longer work for us. This PI policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.



Any questions?

If you have any further questions about the financial services Cover for Creatives or RiskCorp Pty Ltd provides, please contact us. Please retain this document for your reference and any future dealings with us.



IMPORTANT NOTICES

These Important Notices outline your rights and obligations relating to our services and in entering into insurance contracts. It is essential that you read these notices carefully and advise us immediately if you need to make further disclosure or have questions about general or policy specific important notices.

Your Duty of Disclosure

Under the Insurance Contracts Act 1984 you have a Duty of Disclosure (Duty). A different Duty applies depending on the type of insurance contract i.e. contracts predominately used for personal, domestic or household use ("consumer contracts") or other non-consumer contracts (e.g. commercial / business use policies). It is the use of the policy that is the determining factor in which Duty will apply.

As a general guide, we have provided the below information to highlight the nature of these different duties however please read the PDS/Policy wording for the applicable Duty and if you are not sure, please ask your broker.

Policies for personal, domestic or household use

Consumer contracts e.g. motor, home building and contents, travel, sickness & accident, consumer credit or any other policy intended for use by a consumer

You have a duty to take reasonable care not to make a misrepresentation to the insurer, before you enter the policy as well as before you renew, extend, vary or reinstate the policy. Before you do these things, you may be asked questions, the answers to which the insurer will use in deciding whether to insure you, or anyone else to be insured under the policy, and on what terms. You must answer these questions truthfully, accurately and completely.

All other insurances

Non-consumer contracts e.g. policies for use in a business

Before you enter an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary or reinstate any insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

Important for ALL insurance contracts

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.



Hold Harmless Agreements - Some insurance policies contain provisions that either exclude or reduce the insurer's liability for a claim if you waive or limit your rights to recover damages from another party in relation to any loss. You may prejudice your rights with regard to a claim if, without the prior agreement from your insurers, you make any agreement with a third party that will prevent the insurer from recovering the loss from that, or another party. If you have such agreements, we may be able to negotiate with the insurer to permit them. Please advise us accordingly.

Change of Risk or Circumstances - You should carefully monitor and review that your insurance contract is adequate to cover your assets or business activities and seek a variation if it is not. Many policies require us to notify the insurer in writing of certain changes to the insured risk during the period of insurance. The insurer can then decide to cover the new risk. Examples are:

- For insurance covering property location changes, new business activities or any significant departure from your normal business operations; and
- For insurance covering your liability to third parties changes to the nature of your business, and specifically in products liability, changes to your product range or your involvement in products not previously notified to insurers.

In order to ensure proper protection, please ask us if you are in doubt as to whether an insurer should or should not be told of certain changes.

Interest of Other Parties - Many policies exclude cover for an interest in the insured property held by someone other than the insured, unless that interest is specifically noted in the policy. For example, if property is jointly owned, or subject to finance, the interest of a third party such as the joint owner or financier may be excluded if it is not specifically noted on the policy. If you want the interest of any third party to be covered, please let us know, so that we can ask the insurer to note that party's interest on the policy.

Utmost good faith - Every contract of insurance is subject to the doctrine of utmost good faith which requires that the parties to the contract should act toward each other with the utmost good faith. Failure to do so on your part may prejudice any claim or the continuation of cover provided by the insurer.

Subrogation and Right of Recovery - You are warned that should you become a party to any agreement that has the effect of excluding or limiting your underwriter's ability to recover from a third party, your underwriters may have the right to refuse to indemnify you for such loss where it is shown that your underwriter's rights of recovery have been prejudiced by your action. Further, it is a condition of an insurance contract that you may not forego any right of recovery that may exist against another party without prior written approval being given by the underwriter.

Average or Co-insurance - Some insurance contracts require you to bear a proportion of each loss or claim if the sum insured is inadequate to cover the amount of the loss. These provisions are called 'average' or 'co-insurance' clauses. If you do not want to bear a proportion of any loss, when you arrange or renew your contract of insurance, you must ensure that the amount for which you insure is adequate to cover the full potential of any loss. If you insure on a new for old basis, the sum insured must be sufficient to cover the new replacement cost of the property.



This means that if the sum insured you nominate for buildings, plant, machinery, stock is less than 100% (normally below 80 or 85% depending on the policy) of its value (100% for Business Interruption/Consequential Loss) at the time the insurance was effected (or renewed), then part of the loss will/may not be covered by the policy.

For example a policy with a 100 % co-insurance clause pays as follows: if a building is insured for \$150,000 when its value is \$200,000, then in the event of a claim for damage of \$100,000, underwriters will only pay \$75,000 and you will be your own underwriter for the balance.

Wholesale Broker information - In some cases we use the services of a Wholesale Broker or Underwriting Agent (insurance intermediary) to access products that are not available to us directly from the insurer. You can identify where we have used an insurance intermediary as the Tax Invoice and Schedule will show that the policy is placed via another insurance intermediary.

This situation usually arises where the insurance intermediary has developed a specialised product and competitive pricing for risks that are not commonly available directly from most underwriters. This means we are not dealing with the end insurer directly via the insurance intermediary. All insurance intermediaries that we deal with are required to hold an Australian Financial Services Licence and to place all client funds received into a Trust Account and are required to meet the same high standards in the delivery of their services that apply to us. Importantly, all claims will be the ultimate responsibility of and paid for by the end underwriter.

Misstatement of Premium - We try to tell you the correct amounts of premium and statutory and other charges that apply to your insurance. In the event that we misstate that amount (either because we have made an unintentional error or because a third party has misstated the amount), we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

Claims occurring prior to commencement - Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

"Claims made" vs "Losses Occurring" policies - Most policies such as public liability policies are said to be "losses occurring" policies as a claim may be made in respect of a loss or accident which occurs during the period of the insurance. Where a policy such as a Directors and Officers Liability policy or Professional Indemnity policy is arranged on a "claims made" basis, claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provision of any clause/s relating to a "retroactive date". Additionally, if you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires) then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period. For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

Electronic Delivery of Information



Please note that where possible we prefer to provide all correspondence and disclosure notices (including the FSG and PDS/Policy Wordings) to you electronically, via email attachments or links in an email (which if selected will provide a download of the document for your records). 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 accordingly and we will update our records.

Privacy Notice - We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs, including premium funding and claims assistance.

We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you, companies that deal with your insurance claim (such as loss assessors & claims administrators) and premium funding offers and terms. We may also need to provide your information to contractors who supply services to us; however we will take reasonable measures to ensure that they protect your information as required under the Privacy Act 1988.

Your information may also be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We may also disclose information to the providers of our policy administration and broking systems who may be supported and maintained by organisations in New Zealand, the Philippines and Vietnam. Please note that the Privacy Act may not apply to these organisations.

We do not trade, rent or sell your information. If you don't provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your Duty of Disclosure. For more information ask us for a copy of the Privacy Policy or visit RiskCorp's website at www.riskcorpinsurance.com.au.

By asking us to assist with your insurance needs, you consent to the collection and use of the information you have provided to us for the purposes described above.