



INSURANCE BROKERS

MKW Holdings Pty Ltd T/as MKW Insurance Brokers  
ABN 53 617 495 495 AFSL No. 502391  
P.O. Box 166, Concord NSW 2137  
Level 1, 5 George Street, North Strathfield NSW 2137  
Office: 02 9746 6273

Email: [insurance@mkwib.com.au](mailto:insurance@mkwib.com.au) | Web: [www.mkwib.com.au](http://www.mkwib.com.au)

## FINANCIAL SERVICES GUIDE

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

**MKW Holdings Pty Ltd trading as MKW Insurance Brokers (ABN 53 617 495 495)**

Australian Financial Services Licence No: 502391, and the following authorised representatives who act on its behalf in providing the Financial Services set out in this FSG:

- DMR Insurance Services Pty Limited (ABN 56 601 614 546)  
ASIC Corporate Authorised Representative No: 467208
- David Challinor  
Authorised Representative No. 1240925

**MKW Holdings Pty Ltd trading as MKW Insurance Brokers** and the authorised representatives is, unless stated otherwise, are referred to in this FSG as “we” or “us” and can be contacted at:

**Address:** Level 1, 5 George Street, North Strathfield, NSW 2137  
**Postal:** P.O. Box 166, Concord, NSW 2137  
**Phone:** +61 2 9746 6273  
**Fax:** +61 2 9746 6255  
**Email:** [insurance@mkwib.com.au](mailto:insurance@mkwib.com.au)  
**Web:** [www.mkwib.com.au](http://www.mkwib.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 remunerated.
- any potential conflict of interest we may have.
- our internal and external dispute resolution procedures and how you can access them.
- arrangements that are in place to compensate clients for losses.

It is an important document. Please read it carefully and keep it in a safe place.

### LACK OF INDEPENDANCE

**Why we are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you**

We, MKW Holdings Pty Ltd trading as MKW Insurance Brokers are not independent, impartial, or unbiased pursuant to section 923A of the *Corporations Act* because:

- We may receive commission, when we provide personal advice to you in relation to insurance products and other financial products;
- 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 Financial Services Guide.

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



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## INFORMATION FOR RETAIL CLIENTS

The following information relates specifically to our Retail clients.

As per the definition within the Corporations Act 2001 (Cth), you are a Retail Client if:

(a) You are an individual or the insurance product is used in connection with a small manufacturing business that employs less than 100 people or any other business employing less than 20 people.

AND

(b) You are being provided a financial service or product that relates to one or more of these types of insurances: Motor vehicle, Home buildings/contents, Sickness and Accident, Consumer Credit, Travel, Personal and Domestic Property.

### Product Disclosure Statement

If you are buying a Retail Product, we will also provide you with a Product Disclosure Statement (PDS). This will contain information about the policy to help you to make an informed decision about purchasing that product.

### General Advice Warning

In most instances, we will provide you with general advice, that is advice which does not take your objectives, financial situation or needs into consideration. Please read the Product Disclosure Statement to before you decide if it suits you.

### When we provide you with personal advice

If we provide you with personal advice, which takes into account your objectives, financial situation and needs, we will also give you a Statement of Advice (SoA). This will contain the advice we have given, the basis of the advice and information on our remuneration and any relevant associations or interests.

### Cooling off periods

Your PDS will contain information relating to your cooling off rights. You may be entitled to a minimum of 14 days cooling off period, from the date the cover commences, during which you can cancel your policy and receive a refund of all money paid. Cooling off periods can vary so you should check your policy carefully and contact us if you have any questions about your cooling off rights.

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## YOUR DUTY OF DISCLOSURE

When you take out insurance, renew, or vary a policy you hold, you have a duty to disclosure under the Insurance Contracts Act 1984. Your duties will differ depending on the type of insurance you are taking out, renewing, or varying.

The **duty not to make a misrepresentation** applies to insurances that are **wholly or predominately for personal, domestic, or household purpose**. This duty will also apply when you are taking out a new policy and the insurer has issued a notice that it is a consumer insurance contract.

This duty applies to all policies entered into that are effective on or after 05th October 2021.

For all insurances that are not a consumer insurance contract, the **duty of disclosure** applies.

### DUTY TO NOT MAKE A MISREPRESENTATION

#### Applicable to Consumer Insurance Contracts (personal/domestic)

You have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation to the insurer (your duty).

Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the Insurance Contracts Act.



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Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy. Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms.

When you renew your policy, we will include information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed.

If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete.

This duty also applies when you contact us to advise of any information that is incorrect or has changed when you renew your policy.

If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

#### **DUTY OF DISCLOSURE**

##### **Applicable to Non-Consumer Insurance Contracts**

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's 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 an insurance contract.

You do not need to tell the insurer anything that:

- > reduces the risk they insure you for; or
- > is common knowledge; or
- > the insurer knows, or should know; or
- > the insurer waives your duty to tell them about.

##### **If you do not tell the insurer something**

If you do not tell the insurer anything 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 the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

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#### **From when does this FSG apply?**

This FSG applies from 7<sup>th</sup> November 2022 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.

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#### **How can I instruct you?**

You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned on page 1 of this FSG.



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

We are responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG.

We hold a current Australian Financial Services Licensee no: 502391 The contact details for us are on the front of this FSG.

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

We are authorised to advise and deal in general insurance products to wholesale and retail clients under our Australian Financial Service Licence. We will do this on your behalf as your broker unless we tell you otherwise.

Sometimes we will act under a binder or agency we have from an 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.

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### **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 for 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.

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### **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.

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### **What information do you maintain in my file and can I examine my file?**

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 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.

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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.

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

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### 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 often 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. In some cases, you will also be charged a fee. These will all be shown on the invoice that is sent to you.

You can choose to pay for our services 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 commission.

When you pay us your premium it will be banked into our trust account. We will 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.

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### 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 us by the insurer. Our commission varies between 1% and 30%.

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

Any fees that we charge you will be in addition to the premium. We may charge you:

- A Broker Fee – this is an administration fee payable when you enter into an insurance policy;
- a per agreed set amount for specific services;
- an amount based on a pre agreed rate for the time we spend providing the service; or
- on some other basis agreed with you before we provide the service.

All fees are payable after we have provided the service or at such earlier time we agree with you in writing and will be noted in the invoice that we send you. The fees are not refundable.

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 its commission or fees (not in addition to those amounts), in the range of 1% to 30% of its commission or fees.

Our employees that will assist you with your insurance needs will be paid a market salary that may include bonuses based on performance criteria (including sales performance) and achievement of company goals. They may also receive certain soft dollar benefits described further below.



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## RECEIPT OF SOFT DOLLAR BENEFITS POLICY

From time to time we and our representatives may also receive what are commonly referred to as “soft dollar benefits” from product issuers and other financial service providers we deal with.

These can include entertainment (e.g. lunches, sporting events, movies etc), conferences (e.g. attendance at a product issuer conference), accommodation and travel, business tools (e.g. software), gifts (e.g. product issuer or service provider branded promotional items and other occasional small gifts such as bottles of wine or hampers on special occasions etc).

These benefits are provided by a wide range of product issuers and service providers. In most cases they relate to our development of an understanding of the product issuer and/or service provider and their product ranges and practices etc. Ultimately, this assists us in better servicing and representing you.

Our policy is that any of the above received by us or our representatives that exceed \$300 per item or transaction in estimated value are potentially material. This means they must be disclosed to our Conflicts Manager in writing. The Manager determines if appropriate procedures are in place to manage or avoid any potential conflict of interest which might arise. They only approve benefits where this is the case and retain a record of this which you can access on request.

The above restriction does not apply to conferences or functions, the principal purpose of which is professional development and where the right to attend is not based on sales volumes.

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.

See below for information on the Steadfast association and commission.

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

We are 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 MKW Insurance Brokers 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



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of your insurance premium (including government fees or changes). 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.

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### What should I do if I have a complaint?

1. Contact us and tell us about your complaint. We will do its best to resolve it quickly.
2. If your complaint is not satisfactorily resolved within 28 days, please contact Luke Wiblin on +61 2 9746 6273 or put your complaint in writing and send it to him at the address noted at the beginning of this FSG. Luke Wiblin will try to resolve your complaint quickly and fairly.
3. We are a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to the AFCA. The AFCA can be contacted at:

GPO Box 3,  
Melbourne, VIC 3001

Phone 1800 931 678,  
Fax 03 9613 6399,  
Email [info@fos.org.au](mailto:info@fos.org.au)  
Web [www.afca.org.au](http://www.afca.org.au)

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

MKW Insurance Brokers has a professional indemnity insurance policy (**PI policy**) in place. The PI policy covers us and our representatives (including our authorised 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.

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### Any Questions?

If you have any further questions about the financial services we provide, please contact us.

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