

Financial Services Guide

PURPOSE

The purpose of this Financial Services Guide (**FSG**) is to assist you in making an informed decision about whether to use the services Delta Insurance Australia can provide to you.

It contains important information about the financial services we are able to provide to you, the remuneration that may be paid to us and other relevant parties for providing those services, how we can be contacted, any potential conflict of interest, our internal and external dispute resolution procedures and how to access them, our commitment in protecting your privacy, and other disclosure documents you may also receive.

The **FSG** is an important document. Please read it carefully and keep it in a safe place for your reference and for any future dealings with us.

DOCUMENTS

In addition to this **FSG**, we may provide you with additional information depending on the type of product or service you choose. You may receive from us a Product Disclosure Statement (**PDS**) or a Policy Wording if we make an offer of insurance to you for specific products. These documents contain important information on the features, benefits and risks of the products and will assist you in making an informed decision about that product. We have also prepared a Target Market Determination (**TMD**) relevant to each of our **PDS** for retail product only. The **TMD** describes the target market for our product and is available to access on our website www.deltainsurance.com.au

WHO WE ARE

The financial services referred to in this Financial Services Guide are provided by DIA Licence Pty Ltd (ACN 654 160 513) and Delta Insurance Australia Pty Ltd (ACN 652 033 933).

DIA Licence Pty Ltd holds an Australian Financial Services License (No: 535427) issued by the Australian Securities and Investments Commission (ASIC) (under the Corporations Act 2001 (Cth) ("**the Act**").

Delta Insurance Australia Pty Ltd operates as a Corporate Authorised Representative (No: 001296353) of DIA Licence Pty Ltd issued by the Australian Securities and Investments Commission (ASIC) (under **the Act**).

WHO WE ACT FOR

We are an insurance underwriting agency facilitating the distribution of general insurance products. As an insurance underwriting agency, we are subject to specific underwriting authorities with Lloyd's Syndicates/Underwriters and other major reputable insurers permitted to offer in Australian marketplaces. Accordingly, we will only offer or distribute insurance products that fall under these regulatory frame works.

We are not a direct insurer, but rather an underwriting agency, distributing insurance products on behalf of the Lloyd's Syndicates and other insurers.

Our duty as an underwriting agency does not extend to providing legal advice, nor do we take your personal circumstances into account when offering our services. You should seek independent legal advice from your solicitor for any legal matters.

HOW WE PROVIDE OUR SERVICES

Delta Insurance Australia act as an agent of the Insurer under a binding authority which allows us to accept your application for insurance as if it were the insurer. We act under binding authority as an agent of certain underwriters at Lloyd's and other major Australian insurers.

In most cases, we have authority to issue insurance policies and manage claims, which means we enter into and administer insurance policies and manage claims made against these policies on the insurer's behalf. When we provide financial services to you, we will not be acting on your behalf. When we distribute insurance products we act on behalf of the insurer and not you.

To assist you in making an informed decision about our products, we will give you a Product Disclosure Statement or Policy Wording, and depending on the product, have a Target Market Determination available for your consideration. You should carefully read the **PDS** or Policy Wording and **TMD** where they apply to decide whether a product suits your needs. Before taking any action to acquire a financial product from Delta Insurance Australia you should consider whether it is appropriate for you having regard to your own objectives, financial situation and needs.

In some cases, Delta Insurance Australia may provide general advice in respect of general insurance products. Any advice we provide will not take into account your objectives, financial situation or needs, and is not personal in nature.

HOW WE ARE REMUNERATED

Our remuneration may vary according to the type of insurance product or service provided and our binding agreement with the relevant insurer.

We receive a commission for issuing policies on behalf of the insurer, which will be in the range of 28% to 35%. Commission is calculated as a percentage of the base premium, excluding statutory charges, government charges and any fees payable by the insurer.

We may charge you a fee for the policy we arrange for you. The amount of the fee varies depending on your requirements. This fee is non-refundable unless you cancel your policy during the cooling-off period. All fees payable for services will be advised to you separately from your premium on the documents we provide.

Our commission and fees are used to cover costs associated with providing our products and services including preparation and distribution of documentation; amendments to the policy during the policy year; the provision and maintenance of the technology platform; operational costs; claims handling services, any commission that we must pay your insurance agent and services to assist you to manage your risk.

We may also be paid a share of the underwriting profits earned by the insurer based on the underwriting performance of the portfolio if certain criteria are met based on contractual arrangements between us and the insurer. If we do not meet the criteria, we may not be paid a share of the underwriting profits or may need to return commission to an insurer.

COOLING OFF PERIOD (applies for retail clients only)

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period (a minimum of 14 days from the earlier of the date you receive confirmation of the contract), you may return the policy and receive a premium refund. If you choose to return a product within a cooling-off period, we will return the commission to the insurer. The cooling-off period is subject to legal requirements and terms and conditions of the policy. You should check the relevant PDS for full details.

CONFLICT OF INTEREST

We take any potential conflicts of interest seriously and have a Conflict-of-Interest Policy, which we must comply with. We also undertake training to ensure that our advice is robust and lawfully compliant, and that we know how to handle and manage any conflicts of interest that may arise.

To this end, we keep internal registers of conflicts of interest, and we monitor and record all commissions and other incentives that we receive. We also hold a monthly review of our compliance matters to ensure that our business adheres to applicable legal requirements and standards.

HANDLING YOUR PERSONAL INFORMATION

We are committed to maintaining a privacy policy in accordance with the *Privacy Act 1988 (Cth)*, which deals with the privacy and security of your personal information. If you apply for one of our insurance products, we will collect information from you for the purpose of providing insurance services to you. In some circumstances we may need to transfer personal information with claims assessors, and to third party administrators providing related services to your insurance policy. We will not sell your information.

For a full privacy collection statement, please refer to www.deltainsurance.com.au.

DUTY OF DISCLOSURE OBLIGATIONS

Your duty of disclosure is governed by the Insurance Contracts Act 1984 (Cth) and varies depending on the type of insurance contract.

For consumer insurance contracts, you are required to take reasonable care not to make a misrepresentation to the insurer before entering into the contract of insurance. This means that when answering the insurer's questions, your answers must be honest, accurate and complete.

For insurance contracts that are not consumer insurance contracts, you have a duty to disclose every matter that you know, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk and, if so, on what terms.

These duties apply when you enter into, vary, renew, extend or reinstate an insurance contract.

If you do not comply with your duty of disclosure, the insurer may be entitled to reduce its liability under the contract, or in some circumstances cancel or avoid the contract from its commencement.

Full details of your duty of disclosure are set out in the relevant Product Disclosure Statement or Policy Wording.

COMPLAINTS

We aim to provide our customers with the highest quality services and support. We recognise, promote, and protect your right to comment, compliment, and complain

We want to resolve your complaint as quickly as possible. Usually, when you have a concern, we can resolve it immediately on the phone. If we cannot immediately resolve your concern, we will treat it as a complaint and take steps to resolve your complaint. We will acknowledge your complaint within one (1) business day of receiving it.

Please contact us by using one of the following:

By Mail: Managing Director
 Delta Insurance Australia Pty Ltd
 GPO Box 1832 Brisbane QLD 4001

By email: complaints@deltainsurance.com.au

Our website: www.deltainsurance.com.au

Your complaint will be handled in line with our Complaints Procedure which can be located at our website www.deltainsurance.com.au

If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to the Australian Financial Complaints Authority (**AFCA**). **AFCA** provides a fair and independent financial services complaints resolution service. This service is free to customers.

You can contact **AFCA** by:

Phone: 1800 931 678
Email: info@afca.org.au
Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001
Website: www.afca.org.au

COMPENSATION ARRANGEMENTS

As a financial service business in Australia, we are subject to the legal requirements of **the Act** and the *Corporations Regulations 2001* (Cth). The obligations under these instruments are designed to ensure that, under all reasonable circumstances, financial promises made by us are met within a stable, efficient and competitive financial system.

We have professional indemnity insurance in place, which covers us for any errors or mistakes relating to our insurance services. This insurance meets the requirements of **the Act** and covers the services provided by us and our employees even after they cease working with us, provided we notify the insurer of the claim when it arises within the relevant policy period.

GENERAL INSURANCE CODE OF PRACTICE

We support the General Insurance Code of Practice. The General Insurance Code of Practice is designed to set out minimum standards that Delta Insurance Australia will uphold in respect of the products and services that it provides. Further information about the code is available at www.codeofpractice.com.au and on request.

CONTACT US

If you have any further questions about the financial services provided by Delta Insurance Australia, or queries on the information contained within this **FSG** or any other Delta Insurance Australia documents referenced please reach out.

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Preparation Date

28 April 2026

Next Review Date:

1 December 2026

Version No:

DIAFSGV2