

# FINANCIAL SERVICES GUIDE

Citycover (Aust) Pty Ltd t/as Austbrokers Comsure  
Version 5 – 25 March 2022



This Financial Services Guide (FSG) contains information designed to assist you in deciding whether to use the services offered by Austbrokers Comsure.

The Financial Services covered by this Financial Services Guide (FSG) are provided by:

**Citycover (Aust) Pty Ltd t/as Austbrokers Comsure**  
GPO Box 1476, Brisbane QLD 4000

**ABN 99 010 699 537**  
**AFSL 241087**

And the following Authorised Representatives (AR) who act on its behalf in providing Financial Services set out in this FSG:

**Elizabeth Walker (AR No. 001256865)**  
**Paul Cotterill (AR No. 000442425)**

*Sunshine Coast Insurance Brokers Pty Ltd –*  
*Corporate Authorised Representative Number (CAR) 001261186:*

**Melissa Berglas (AR No. 001233486)**

*Westmark Insurance Brokers Pty Ltd –*  
*Corporate Authorised Representative Number (CAR) 001295802:*

**Wendy Butler (AR No. 001295808)**

Austbrokers Comsure and the Authorised Representatives are, unless stated otherwise, referred to in this FSG as “we” or “us”.

## Lack of Independence

We are not independent, impartial or unbiased in accordance with section 923A of the Corporations Act for one or more of these reasons:

1. We or our representatives or associates may receive remuneration or other gifts or benefits from:
  - (a) the issuer of the product you buy (e.g. commission that we retain or volume-based payments we may receive);
  - or
  - (b) other third parties for related services provided in connection with the personal advice service (e.g. premium funding, claims or loss adjusting or reinsurance services)which may reasonably be expected to influence the personal advice provided to you.
2. We or our representatives or associates may be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided.
3. We or our representatives or associates have associations or relationships with issuers of financial products and others which may reasonably be expected to influence the personal advice provided to you.

It contains important information about:

- The services we can offer you
- How we and our associates are remunerated
- How we manage conflicts of interest
- Our internal and external dispute resolution procedures and how you can access them.

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

If you are a client and we give you personal advice, we will provide you with a Statement of Advice (where required by law) or a record of our advice. Any Statement of Advice or record of advice we provide will set out our advice, the basis of our advice and information on any remuneration, associations or other interests, which might reasonably have influenced us in giving our advice.

If you are a retail client then before we either arrange an insurance policy for you, or we provide personal advice to you recommending that you buy a particular insurance policy, we will give you a Product Disclosure Statement if we are required to do so. It is prepared by the insurer and is designed to give you important information on the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not. It may be more than one document.

## A GUIDE TO OUR RELATIONSHIP WITH YOU AND OTHERS

### What services can we provide?

#### Our various roles

Austbrokers Comsure is an Australian Financial Services Licensee and is licensed under the Corporations Act to advise and deal in relation to all general insurance products. We can act in a number of roles in providing our services.

We usually act on your behalf. However, in some cases, we may act on behalf of an insurer or their representative or on our own behalf (e.g. as a referrer to another service provider). We tell you if this is the case as this means we do not act for you when we provide the service.

#### Our services

##### Arranging insurance for you

This is where we arrange for the application, acquisition, variation, renewal or cancellation of an insurance policy for you. The process differs depending on the type of insurance and we explain it to you when you apply for the insurance.

##### Providing advice to you

There are two types of advice service we provide, and it is important to understand the difference:

- *Personal advice* – 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. 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
- *General advice* – 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 this is the case.

#### **Acting for Insurers**

In some circumstances we may have an agreement with an insurer or their representative to arrange insurance policies on their behalf and not on your behalf. This means that we act for and in the interest of the insurer as our principal in providing the services, not yours.

If we are given a "binding authority" from an insurer, this means we can enter into insurance policies and/or handle or settle claims on their behalf without reference to them, provided it is within the authority they have given us. We will tell you when we act for an Insurer and not for you.

#### **Claims Assistance**

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 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.

Any claims documentation, insurance company settlement cheques and other information received by us on your behalf will be provided to you as soon as reasonably practicable.

#### **Premium Funding**

In some cases, insurers require the full premium payment up front. Premium funding is one way of not having to pay your premium in one lump sum. You will, however, have to pay interest to the premium funder on the amount borrowed.

We have preferred supplier arrangement with Elantis Premium Funding Limited (ABN 20 002 543 606) ("Elantis"), and Attvest Finance (ABN 99 010 699 537) ("Attvest") for the arrangement of premium funding. In arranging premium funding with Elantis, Attvest or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

We and AUB Group Limited (ABN 60 000 000715), also have a supplier arrangement with Hunter Premium Funding Pty Limited (ABN 80 085 628 913) ("HPF") for the arrangement of premium funding.

#### **We may provide a variety of services and act in different roles**

It is important to note that given the wide variety of general insurance products available and the need to remain competitive we may provide a variety of the above services to you and act in a variety of roles.

For example, where you require a number of different covers, we may provide personal advice for some products you need and act on your behalf in relation to them. For others we may only provide you with general advice or provide dealing services only and for others only act as agent of the insurer not you. We can provide a further explanation of why this is the case and we make sure we tell you what the service is and our role before or at the time we provide the service.

*Ask us if you need more detailed information or do not understand our explanation.*

#### **How can you give us instructions?**

You need to give us instructions in writing by letter or fax or by another method agreed by us. We will tell you what is possible when you contact us.

#### **What information do we maintain about you and how can you access it?**

We are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). Where required, we will provide you with a Collection Notice which outlines how we collect, disclose and handle your personal information.

You can also refer to our Privacy Policy available on our website or by contacting us for more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled.

*If you would prefer to have a copy mailed to you, please ask us.*

*If you wish to access your file, please ask us.*

#### **How are we remunerated for our services?**

*When we act for you in advising on and/or arranging insurance:*

When we act on your behalf in advising on or arranging insurance we can be remunerated in a number of ways. They can vary according to the service you require and/or our arrangements with the relevant insurer or their representative.

We are remunerated by:

- Commission from the insurer
- Fees we charge you
- In limited cases only, remuneration from an insurer based on the profitability or volume of the business we place with them; or
- A combination of the above.

Details are provided below on each:

#### ***Commission paid by the insurer to us***

Unless we tell you in writing that we will provide our service on a "Fee Only - no commission" basis, we are remunerated by commission from the relevant insurer whenever you enter into an insurance policy arranged by us (including renewal and some variations which increase the premium payable).

The commission is a percentage of the insurer's base premium (i.e. premium excluding stamp duty, fire services levy, GST or any other government charges, taxes, fees or levies). Different insurers can agree to pay us different commission rates for the same type of products. The rates also vary for each product type.

The commission does not represent our profit margin as it also reimburses us for administrative and other expenses, we incur in providing our services.

The commission is included in the premium amount set out in your invoice and we receive it when you pay the premium or at a later time agreed with the insurer.

If we act on your behalf and you cancel a policy and obtain a refund of premium, you agree that we can keep our commission. If we didn't do this we would not be properly paid for the services we provide to you.

#### ***Other remuneration arrangements we have with insurers***

We are also a member of the Austbrokers Network of insurance brokers. AUB Group Limited (ABN 60 000 000 715) (AUB) is the sole shareholder of Austbrokers Member Services Pty Ltd ACN 123 717 653 (AMS), a company that provides marketing, distribution and training services to members of Austbrokers. Some insurers pay a commission to AMS on selected products arranged by members of Austbrokers, being an agreed percentage of the base premium (before government fees or charges). Different insurers may pay different commission rates to AMS.

This money funds the provision of AMS services to Austbrokers members. We and other Austbrokers members benefit from this support and it helps ensure we can continue to provide you with our extensive range of services. Austbrokers members may also be entitled to share in any excess of the commission received by AMS in any one annual period (if any) after deduction of all relevant AMS costs and expenses in providing its services in that period.

The Commission referred to above comprises an amount paid to us for our services based on a percentage of the insurer's base premium. It also includes a commission of up to 1.5% of the base premium paid to AMS. AMS provides marketing, distribution and training services to members of Austbrokers and we may be entitled to share in any excess of its commission each year after deduction of its relevant costs and expenses in that period.

We have an agreement with Hollard Commercial Insurance Pty Ltd (ABN 86 603 039 023 AFSL 474540) under which we may receive an annual profit share in relation to agreed products, including the product recommended. To receive it, we must meet eligibility criteria (e.g. deal with Hollard's as intermediary for the annual period) and meet an agreed profit target. The target is based on an agreed formula (it takes into account matters such as premium received, claims and expenses incurred, etc.) and the amount we receive varies according to the level we exceed the target. The most we can receive is up to 5% of gross

written premiums. We may receive nothing if we don't meet the relevant requirements. Ask us if you need more information.

See below for soft dollar benefits we may receive from insurers and our policy on this.

#### ***Fees paid by you***

Unless we specifically agree in writing before providing our services to charge on a "Fee Only – no commission" basis, the Fees will be paid in addition to any commission we receive.

We may charge you:

- A broker fee – this is an administration fee payable when you enter into an insurance policy
- A pre-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.

#### ***Where we act for the Insurer***

Where we act for an insurer, not you, we receive commission from the insurer as our principal and may also charge you an administration fee. The amount of the fee will vary depending on the complexity and type of services that we provide you with. We will tell you how much the fee is before we provide you with the service.

The fee is payable when you buy the policy or at such earlier time as we agree with you in writing. It is noted in the invoice we send you and is not refundable even where you exercise your cooling off right.

#### ***Where there is a referral***

Where a third party has referred you to us, we may pay them an agreed percentage of our remuneration. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

If we refer you to another service provider, we will be remunerated by them by way of a commission or fee for doing this unless we tell you we are not. The amount is generally a percentage of their remuneration the amount of which may depend on the circumstances. A commission or an agreed fee may also be paid on renewal and in some cases on variation.

In making any referral we do not advise or represent that their products and services are right for you and take no responsibility for the products and services they may provide to you. You need to make your own decision based on the information they provide.

#### ***Our staff's remuneration***

Our staff receive an annual 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.

### **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 or sponsorship of our AUB Group Annual conference by a product issuer), 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.

### **Premium Funding**

If we refer you to a premium funder and you enter premium funding arrangements with them, we may receive commission which is a percentage of the amount funded excluding GST. The amount of commission varies depending on our arrangement with the premium funder we refer you to. In some cases, we have a profit share arrangement with the premium funder where we receive a percentage of any profit the premium funder makes on the funds loaned by persons we refer to them. We may receive soft dollar benefits from them too.

If you use Hunter Premium Funding Ltd (Hunter), we receive:

- A payment based on the interest earned on the premium funding by Hunter each month
- A commission which is a percentage of the amount of funding provided to you
- A payment based on a percentage of all outstanding loans less any cancelled or terminated loans; and
- A payment based on a percentage on certain general insurance business placed by Austbrokers Network with certain division of Allianz Insurance Limited.

AUB Group Limited receives certain upfront payments from Hunter for entering into (or renewing) a preferred premium funding distribution

arrangement with Hunter. We are owned partly by AUB Group Limited and benefit from any profit made by this entity due to this arrangement.

We have a preferred supplier arrangement with Elantis Premium Funding Limited ("Elantis") for the arrangement of premium funding. In arranging premium funding with Elantis, or any other premium funder, we do not provide personal advice or represent that any of the funder's products and services are right for you or that they are the most appropriate. You need to make your own decision based on the information provided.

*If you need more information or explanation of the above, please ask us.*

### **Further information about remuneration received by us or others**

Where we don't provide you with personal advice as a retail client you can ask us to give you more particulars of our remuneration (including commission) or other benefits within a reasonable period after receiving this FSG and before we provide you with the financial service to which this FSG relates, unless we agree otherwise.

If we provide you with personal advice as a retail client, then at the time the advice is provided to you, or as soon as practicable afterwards, we will tell you either:

- the amount of any remuneration (including commission) or other benefits we or other persons receive that might reasonably be expected to be, or have been capable of, influencing us in providing the advice; or
- if the amount is not known, the manner of calculation.

### **Money Handling Arrangements**

We handle all money received from you or the insurer in relation to insurance in accordance with the requirements set out by the Corporations Act 2001 (Cth). We keep any interest earned on any amounts held by us on your behalf or on behalf of the insurer.

The length of time we hold any money can vary according to the type of insurance and the different arrangements we have in place with insurers.

### **Do we have any relationships or associations with issuers or related bodies corporate that might influence our service or advice?**

We are a member of the AUB Group of Insurance Brokers.

In some cases, we may refer you to or advise you to use the services of one of our related body corporates. They may act as agent of the insurer and you will be told when this is the case. As a member of the same corporate group we may indirectly benefit from any such referral or advice if it improves the group performance.

Please refer to our remuneration section for the normal benefits we can receive under such arrangements.

### **How do we manage Conflicts of Interests?**

We take any potential conflicts of interest seriously and have a Conflict of Interest Policy which we and our representatives must comply with and you can access by contacting us. Compliance is audited on a regular basis.

Conflicts of interest are circumstances where some or all of your interests as our client, are or may be inconsistent with, or diverge from, some or all of our interests.

Our procedures and training are all designed to properly manage any conflict of interest and it is important to note that we have legal duties we owe you when we act as your professional adviser. We treat these very seriously.

A key conflict faced when we act on your behalf is where we receive benefits from someone other than you – this can potentially influence us to act in their or our interests rather than yours. Where we arrange a policy, an insurer can pay us commission (see above for details). It is the major form of insurance broker remuneration and can create a potential conflict of interest because it may be in our interest to recommend the product issuer or service provider that pays us the most because it increases our remuneration. This may not be in your interest in certain circumstances.

Another key conflict is where we may be seen to favour the interest of one client or group of clients over another because it is in our interests to do so. Due to the extensive number of our clients and their varied requirements, we have a variety of procedures in place to manage these potential conflicts of interest. For example, we tell you about our remuneration arrangements in this Guide and you can ask for more detailed information if you need it before you proceed.

If we provide you with personal advice, we have a legal duty as a professional to put your interests ahead of our own and can only provide you with advice that is appropriate for you. This obligation also extends whereby we represent the interests of one or more clients involved in a transaction. We and our representatives are trained in this important duty and compliance with it is monitored regularly.

*Should you have any questions, please ensure you ask us.*

### Cooling off Period

A cooling off period may apply to an insurance policy issued to you as a retail client. During the period you may return the policy. Details of your cooling off rights are included in the relevant Product Disclosure Statement document.

In some cases, an insurer can deduct certain amounts from any refund.

*Ask us if you do not understand the right.*

### Other terms of our service

#### Important Information about your insurance

You must read the Important Information about your insurance document we give you (tell us if you have not received it) and ask us if you have any questions or do not understand anything we have set out in that document. It will help you understand some important matters about your insurance.

#### 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.

#### Professional indemnity insurance arrangements

We and our representatives are covered under professional indemnity insurance that complies with the requirements of section 912B of the Corporations Act.

The insurance (subject to its terms and conditions) will continue to cover claims in relation to our representatives/employees who no longer work for us (but who did at the time of the relevant conduct).

#### NIBA Code of Conduct & Code of Practice

Austbrokers Comsure is a proud member of the National Insurance Brokers Association (NIBA) and are bound by their Code of Conduct.

We also subscribe to the Insurance Brokers Code of Practice (the Code). The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest.

*A copy of The Code is available from [www.niba.com.au](http://www.niba.com.au) or by contacting our office.*

#### Complaints and Disputes

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

- Contact us and tell us about your complaint;**
- If your complaint is not satisfactorily resolved within 24 hours, please contact our Complaints Officer, on telephone number 1800 122 194 or put your complaint in writing and send it to the Complaints Officer at: Austbrokers Comsure, GPO Box 1476, Brisbane, QLD 4000. Please mark the envelope "Notice of Complaint". We will try and resolve your complaint quickly and fairly.

We subscribe to Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA) a free customer service. If your complaint is not successfully resolved by our office within 30 days from the date reported to our office, it can be referred to AFCA to assist in making an independent assessment of your issue(s).

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC

#### Any Questions?

If you have any further questions about this Financial Services Guide, please contact us on our phone number 1800 122 194.

**Please keep this document for your reference and any future dealings with Austbrokers Comsure.**

## PRIVACY COLLECTIONS NOTICE

At Austbrokers Comsure (ABN 99 010 699 537), we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This Privacy Notice outlines how we collect, disclose and handle your personal information (including sensitive information) as defined in the Act.

### Why we collect your personal information

We collect your personal information (including sensitive information) so we can:

- Identify you and conduct necessary checks (including where required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other legislation)
- Determine what service or products we can provide to you e.g. our insurance broking services, insurance intermediary services, funding services, claims management services, risk management and other consulting services
- Issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement
- Improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development; and
- Provide you with information and to tell you about our products, services or events or any other direct marketing activity (including third party products, services and events which we consider may be of interest to you).

### What if you do not provide some personal information to us?

If the required personal information is not provided, we or any involved third parties may not be able to provide appropriate services or products. If you do not provide the required personal information we will explain what the impact will be.

### How we collect your personal information

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic tools).

Unless it is unreasonable or impracticable for us to do so, or as provided otherwise under this Privacy Notice or our Privacy Policy, we will collect your information directly from you or your agents.

We may obtain personal information indirectly and who it is from can depend on the circumstances. We will usually obtain it from another insured if they arrange a policy which also covers you, related bodies corporate, referrals, your previous insurers or insurance intermediaries, witnesses in relation to claims, health care workers, publicly available sources, premium funders and persons who we enter into business alliances with.

We attempt to limit the collection and use of sensitive information from you unless we are required to do so in order to carry out the services

provided to you. However, we do not collect sensitive information without your consent.

If you provide us with personal information about another person you must only do so with their consent and agree to make them aware of this privacy notice.

### Who we disclose your personal information to?

We share your personal information with third parties for the collection purposes noted above where it is reasonably necessary for, or directly related to, one or more of our functions or activities.

We do not use or disclose personal information for any purpose that is unrelated to our services and that you would not reasonably expect (except with your consent). We will only use your personal information for the primary purposes for which it was collected or as consented to.

We usually disclose personal information to third parties who assist us or are involved in the provision of our services and your personal information is disclosed to them only in connection with the services we provide to you or with your consent. We may also disclose it for direct marketing purposes.

These third parties can include our related companies, our agents or contractors, insurers, their agents and others they rely on to provide their services and products (e.g. reinsurers), premium funders, other insurance intermediaries, insurance reference bureaus, loss adjusters or assessors, medical service providers, credit agencies, lawyers and accountants, prospective purchasers of our business and our alliance and other business partners.

These parties are prohibited from using your personal information except for the specific purpose for which we supply it to them and we take such steps as are reasonable to ensure that they are aware of the provisions of our Privacy Policy in relation to your personal information.

We also use personal information to develop, identify and offer products and services that may interest you, conduct market or customer satisfaction research. From time to time we may seek to develop arrangements with other organisations that may be of benefit to you in relation to promotion, administration and use of our respective products and services. We do not use sensitive information to send you direct marketing communications without your express consent.

Any personal information provided to us may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand, Sri Lanka, Singapore, United Kingdom and the United States of America. Details of the countries we disclose to may change from time to time. You can contact us for details. Personal information may also be processed by staff or by other third parties operating outside Australia who work for us or for one of our suppliers, agents, partners or related companies.

When we send information overseas, in some cases we may not be able to take reasonable steps to ensure that overseas providers do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas. If you do not agree to the transfer of your personal information outside Australia, please contact us.

#### More information, access, correction or complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website [www.abcomsure.com.au](http://www.abcomsure.com.au) or by contacting us (our contact details are below).

#### Your consent to the above, contacting us and opting out

By providing us with personal information you and any other person you provide personal information for, consent to this use and these disclosures unless you tell us otherwise. If you wish to withdraw your consent, including for things such as receiving information on products and offers by us or persons we have an association with, please contact us.

**Phone:** 1800 122 194  
**Email:** [info@abcomsure.com.au](mailto:info@abcomsure.com.au)  
**Mail:** Attn: Privacy Officer  
Austbrokers Comsure  
GPO Box 1476, Brisbane QLD 4000

**PCN Effective Date: 01 July 2021**

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