



# JLT – Our Commitment to You

## And Financial Services Guide

December 2017



Jardine Lloyd Thompson is one of the world's leading providers of insurance, reinsurance and employee benefits related advice, brokerage and associated services. JLT's client proposition is built upon its deep specialist knowledge, client advocacy, tailored advice and service excellence.

JLT is quoted on the London Stock Exchange and owns offices in 40 territories with more than 10,600 employees. Supported by the JLT International Network, it offers risk management and employee benefit solutions in 135 countries.

# Table of Contents

- Where to find further information .....1
- How you can contact us about your insurance or service requirements .....1
- JLT – Working For You.....1
  - Our commitment to you.....1
  - Ensuring individual service .....1
  - JLT’s expertise: At your service .....1
  - Our Local and Global servicing capabilities.....1
  - Insurance broking: How it works for you .....2
  - Claims Services: How they work for you .....3
- Our Remuneration .....4
  - How are we paid for the services we provide? .....4
  - JLT’s salaries, commissions and fees .....5
  - Does JLT have any relationships or associations which might influence the provision of our financial services?.....5
  - Does JGS have any relationships or associations which might influence the provision of our financial services?.....6
- Information Concerning Our Retail Clients .....6
  - Documents we may give you .....6
  - General advice warning .....6
  - Providing you with personal advice .....6
  - Cooling off period .....7
  - Confirming your transaction .....7
  - JLT’s Insurance.....7
- Important Terms Of Our Agreement With You .....7
  - Assignment and sub-contracting .....7
  - Enforceability.....7
  - Sanctions And Embargoes .....7
  - Limitation of Liability.....8
- Other Important Information .....9
  - Your Duty of Disclosure .....9
  - Keeping you up to date .....9
  - Making it easy: Internet, e-mail and other forms of communication .....9
  - Protecting you: Avoiding conflicts of interest .....10
  - Our commitment to your privacy .....10
  - Dealing responsibly with your money .....10
  - Understanding Average Clauses and Under-Insurance .....10
  - Understanding Indemnity, Hold Harmless Agreements, Contracting Out and Removal of Subrogation Rights .....10
  - Insuring the interests of other parties .....10
  - Understanding several liability .....10
  - Warranties.....11
  - Unreported Losses.....11
  - New Claims .....11
  - Ensuring your satisfaction: What to do if you have a complaint .....11
- Contact Details .....12

## What You Will Find Inside

This Document provides you with a range of information you may need to know about the services Jardine Lloyd Thompson (JLT) provides for you. We encourage you to read everything here to better understand important aspects about your relationship with us, such as:

- who we are
- the services we can offer you
- how to communicate with us most effectively
- how we work for you
- our commitment to dealing responsibly and efficiently with you
- how we work with Australian and global insurers to arrange the insurance products most suited to your needs
- how to make a claim
- our work to ensure your privacy and the security of your insurance
- how we are paid for the services we provide to you
- important terms of our agreement with you
- how to contact us to ensure any problems or complaints are addressed quickly and efficiently
- special considerations for “Retail” clients.

Under Australian law, we are required to provide some of this information to you. However we have decided to go further and provide you with a full suite of information about how we work for you. This is just part of our commitment to openness and transparency.

We are committed to providing you with quality products, excellent service and comprehensive insurance advice.

### Where to find further information

You can find further information about JLT by either contacting your JLT Client Risk Adviser or on our website at [www.au.jlt.com](http://www.au.jlt.com). Copies of the JLT Group's latest Annual Report and any other relevant publications are available upon request.

### How you can contact us about your insurance or service requirements

To make things as easy as possible for you, you can give us your instructions by telephone, in writing or in person, or by any other means which we agree with you. Just contact your JLT Client Risk Adviser to arrange your preferred method of contact.

## JLT – Working For You

### Our commitment to you

We are committed to providing you with the highest quality of service and the combination of insurance and related products and services most suited to your needs. In the provision of our insurance and other services, we will act professionally at all times, endeavouring to advise you efficiently and effectively, and respond to your instructions.

### Ensuring individual service

One or more advisers will take responsibility for providing you with our services. They will be your primary point of contact and will work to ensure a simple, quick and personalised relationship with JLT. Other employees will work to support your JLT Client Risk Adviser.

### JLT's expertise: At your service

JLT is a leading provider of insurance-related risk solutions and corporate services in Australia. We employ over 900 staff around the country who work to ensure quality risk management outcomes for you. JLT is a wholly owned subsidiary of the largest quoted British and European insurance broking group, which is also one of the largest firms of its type in the world.

This combination of international experience and Australian expertise allows us to deliver you the most comprehensive range of insurance and risk solution products and services available.

### Our Local and Global servicing capabilities

Under the Corporations Act 2001, JLT is licensed to provide advice on general insurance products, life insurance products and managed investment schemes as an insurance broker and also to deal in these products and interests.

- JLT's client focused approach and technical ability spans a wide and diverse range of industries and insurance markets. This enables us to provide sophisticated program design and innovative risk management solutions.
- Our skilled broking abilities include professional advice and expertise in the areas of self-funding mechanisms, catastrophe analysis, protection and disaster recovery.
- Where required, JLT has the ability to integrate global programs using our worldwide network and approved correspondent brokers.
- Our recently implemented global matrix, that focuses resources into specialist teams, further enhances the quality of streamlined and seamless services that we are able to provide to our multinational clients.

JLT can arrange/provide a vast range of Insurance/Risk Products and Services including the following:

### **Insurance/Risk Products**

- Alternative Risk Transfer including Captives & Discretionary Trusts
- Accident & Health
- Aviation
- Casualty
- Construction
- Contract Works
- Crime
- Directors & Officers Liability
- Domestic/Personal Lines
- Computer and E-Risks
- Employee Benefits
- Engineering
- Income Protection
- Liability
- Life
- Livestock/Bloodstock
- Marine Cargo and Transit
- Marine Hull
- Media and Entertainment
- Mergers & Acquisitions
- Motor
- Natural Resources
- Political Risks
- Professional Indemnity
- Property and Business Interruption
- Protection and Indemnity
- Reinsurance
- Tourism and Leisure
- Trade Credit and Surety
- Travel
- Workers' Compensation

### **Services**

- Insurance Broking & Marketing
- Claims Management
- Captive Management
- Arranging of Mutual Risk Products/Discretionary Trusts/Affinity Schemes
- Premium Funding
- Risk Management
- Forensic
- Loss Adjusting
- Valuations
- Workers' Compensation Management
- Health & Wellbeing Programs
- Occupational Health & Safety

## **Insurance broking: How it works for you**

### **Tailoring insurance products to your needs**

Before our negotiations with insurers commence on your behalf, we will help establish your insurance requirements. To do this we may need to gather and collate risk information about you. Please see the Duty of Disclosure section for more information about this.

### **Quoting and placing insurance on your behalf**

Once we have established your needs, we will identify the local and overseas markets to be approached to determine the most competitive insurance coverage for you. Your JLT Client Risk Adviser will provide you with expert advice to help you to make an informed decision.

When you have made your decision, we will ensure that your instructions are implemented quickly and efficiently. Any inability to fulfil your instructions will be brought to your attention immediately.

## Whom do we act for when we provide services?

We normally provide financial services on your behalf. Occasionally, where we have negotiated facilities to the benefit of our clients, we may act as agent of the insurer and not for you. For example, we may have an authority to arrange an insurance policy under a binding arrangement with the insurer, which means we can enter into the contract on the insurer's behalf. When we do this, we will specifically advise you.

## Your invoice and payment terms

Your invoice will state the amount of total premium, statutory charges plus any fees you need to pay and the date on which they are payable. Our usual terms of payment are 14 days from the date of our invoice. Failure to pay on time may lead to your insurance becoming ineffective.

## Your insurance documents

When your insurance arrangements are complete, we will confirm this with you in writing and will forward the appropriate policy documentation to you. This will provide you with any evidence of the insurance held you may need in the future. The policy or JLT document will comprehensively set out the contractual terms and conditions of the insurance.

You should check the document and satisfy yourself that it is entirely in accordance with your understanding and instructions. Just let your JLT Client Risk Adviser know if you have any concerns.

## Claims Services: How they work for you

### How to make a claim

You should notify us of any claims as soon as you can (except where your policy provides for notifying your insurer directly). If you have a third party claim you must not admit liability. It is very important that you observe all conditions in your policy about the reporting and handling of claims – failure to do so could lead to your claim not being paid.

When we receive a claim notification from you, we will notify the insurer of the claim in a timely fashion. We will confirm with you in writing when the notification has been made. We will then promptly let you know any information, comments or advice received from the insurer about your claim.

Your JLT Client Risk Adviser can provide you with any additional information you need.

### Managing your claim promptly and efficiently

We are committed to providing you with prompt and efficient claims service:

- we will diligently pursue the settlement and collection of any claim under your insurance policy
- we will always seek to secure the fullest recovery possible
- we will keep you informed of the progress of the claim
- we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the insurer.

### Claims under Mutual Schemes

Where JLT administer a Mutual Scheme which includes the handling of all claims, then each loss reported by a Member will be managed by our qualified and experienced claims officers, who will:

- negotiate with third parties
- appoint solicitors or loss assessors where appropriate
- negotiate the most advantageous terms
- arrange speedy resolution/settlement
- administer all aspects of your claim.

### Claims fees

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

## Claims Made policy

Some policies we arrange may be subject to “Claims Made” provisions. This means that claims, or possible claims, must be notified to the insurer while the policy is current. Such policies will not provide indemnity for claims, or possible claims, notified after the policy expires. We will advise you when your policy is a Claims Made policy.

## Security Measures

The security of your insurance is important to us. To ensure our Australian clients' needs are met the global JLT Group's Counterparty Market Security Committee (the Committee) is responsible for monitoring the security measures used by JLT. The Committee reviews security on an ongoing basis, allowing our selection of insurers to be based on our knowledge and experience of the relevant market sector and the financial standing of the insurer.

The Committee monitors the financial standing of insurers using information in the public domain. We endeavour only to use insurers who are financially secure. However, the financial standing or condition of any insurer can change after your policy has been arranged. We can accept no responsibility for the financial standing or performance of any insurer and will not be responsible in any circumstances in the event that they are unable to meet their obligations to you.

# Our Remuneration

## How are we paid for the services we provide?

As an insurance broker, there are several ways we can be paid. In general, our principal remuneration for arranging insurance in your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you:

- Commission paid to us by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. It will vary depending on the insurer and the policy and we will advise you of the range of commission upon request.

### OR

- a Fee

### OR

- a combination of Commission paid by the Insurer and a Fee.

Commission and Fees are earned for the policy period. We are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf.

We may also charge you (with your agreement) a fee for any special advisory or additional claims-related services.

In addition to the fees above the JLT Group may also receive other types of income from insurers, including:

- interest earned on insurance monies passing through our bank accounts
- expense allowances or commissions from insurers for managing binding authorities and other similar facilities (including any claims which may arise under such arrangements)
- profit commissions or profit shares paid by insurers on certain classes of business
- administrative service fees or expense reimbursements for some services we provide to insurers as part of providing them business or through the claims process.

In line with our policy of openness and transparency we will, when requested, endeavour to calculate and disclose the amount or a reasonable estimate of any additional income which we may receive from the above and any other sources in relation to insurances we arrange. This also applies to any non-monetary remuneration we may receive from insurers such as gifts, entertainment and other incidental benefits where such remuneration could impact in any way on the services we provide to you.

We may also act as reinsurance broker to arrange facultative or treaty reinsurance for insurers with whom we have placed your insurances and we receive additional remuneration by way of commission or administrative fee for such services.

These reinsurance placements are separate and distinct contracts where we act as the agent of the insurers concerned.

Where we act as managers of a Mutual Scheme or Discretionary Trust, our fee is negotiated according to the services to be provided.

## JLT's salaries, commissions and fees

We sometimes pay bonuses to our staff for enhancing our business by providing excellent service to you. Other than that, our employees receive an annual salary, but do not generally receive a commission on any specific advice offered to you – this helps make sure JLT's advice is geared to providing the most appropriate insurance and risk management services for you. Our employees may be eligible to participate in JLT Group share plans offered (on a discretionary basis) from time to time.

In some cases another person or company may introduce you to us. In return, we sometimes share our commission or fees with them, or pay them an agreed Referral Fee.

We are committed to ensuring you receive top quality advice. To help make sure of this, we endeavour to avoid any associations or relationships that are capable of influencing our advice to you, except those from which we may receive remuneration or benefits already declared to you and/or where the coverage terms benefit you.

## Does JLT have any relationships or associations which might influence the provision of our financial services?

### Key Underwriting Pty Ltd - Underwriting Agency

JLT has a relationship with Key Underwriting Pty Ltd ABN 11 146 607 838 (referred to in this FSG as "KEY"). KEY is an underwriting agency authorised to write business on behalf of the insurer. KEY is a member of the global Jardine Lloyd Thompson Group. As an underwriting agency KEY receives commission paid to KEY by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. It will vary depending on the policy and we will advise you of the range of commission upon request. KEY may also receive from the insurer a share of the underwriting profits generated from the business introduced to the insurer. All commissions and fees include GST and are incorporated within the cost of the product.

We will advise you when your insurances are placed through KEY.

### JLT Group Services Pty Ltd - Trustee of JLT Discretionary Trust Arrangements

JLT Group Services Pty Limited ABN 26 004 485 214, AFS Licence 417964 (JGS) is a wholly owned subsidiary of JLT. JGS is the Trustee of the JLT Discretionary Trust Arrangements (the JDT Arrangements) under various Trust Deeds and manages the JDT Arrangements. JGS issues the JDT Arrangement to you.

JGS is also authorised to operate custodial and depository services other than investor directed portfolio services. JGS is a provider of incidental custodial and depository services and as such is not required to meet the financial requirements applicable to custodians and depository service providers generally.

JLT may provide you with financial product advice relating to a JDT Arrangement. Where this is done, JLT will recommend that you read the relevant Product Disclosure Statement issued by JGS to ensure the advice suits your needs.

JLT may also provide advice and dealing services to JGS as the product issuer and trustee of the JDT Arrangements in relation to the insurance cover under the JDT Arrangement.

As issuer of the JDT Arrangements, JGS will charge you a contribution to become a member of a JDT Arrangement. This contribution:

1. provides for claims against the Trust, claims management fees, insurance premium and taxes, JLT broking fees where applicable, risk management service fees, external service providers costs (legal, audit, tax, actuarial) and JGS scheme management fee;
2. is based on a number of factors including the risk profile, chosen self-retention / individual member deductible levels and the type and amount of cover provided (plus relevant taxes), which we calculate and tell you before you decide whether to become a member of a JDT Arrangement; and
3. must be paid before you can become a member of the JDT Arrangement.

### Echelon Australia Pty Ltd

Echelon Australia Pty Ltd ABN 96 085 720 056 (Echelon) is a wholly owned subsidiary of Jardine Lloyd Thompson Australia Pty Ltd and a related entity and Authorised Representative of JLT. Echelon's services help our clients move towards risk optimisation, aligning business strategy to day-to-day risks. Echelon's services include:

- Analytical Services
- Risk Management
- Workers Compensation consultancy
- Loss Adjusting; and
- Claims Services.

Where you use Echelon's services you will be charged a separate fee.

### **The Recovre Group Pty Ltd**

The Recovre Group Pty Ltd ABN 35 003 330 167 (Recovre) is a wholly owned subsidiary of Jardine Lloyd Thompson Pty Ltd. Recovre is one of Australia's leading providers of specialised Workplace Rehabilitation and Work Health and Safety services.

Where you use Recovre's services you will be charged a separate fee.

### **AssetVal Pty Ltd**

AssetVal Pty Ltd ABN 81 134 828 738 (AssetVal) is a wholly owned subsidiary of Jardine Lloyd Thompson Pty Ltd. AssetVal forms part of JLT's valuations offering undertaking valuations of property, plant, equipment and infrastructure assets for financial reporting, accounting and insurance purposes.

Where you use AssetVal's services you will be charged a separate fee.

## **Does JGS have any relationships or associations which might influence the provision of our financial services?**

The JDT Arrangement is a financial product that is exclusively available to you through JGS. JLT and JGS endeavour to avoid any associations or relationships that are capable of influencing our advice to you, other than those from which we may receive remuneration or benefits already declared to you and / or where coverage terms benefit you.

JLT and JGS have a relationship with the promoter of each JDT Arrangement which may involve the provision of sponsorship, financial or other benefits to that promoter including the Fee paid by JGS for reimbursement for monies expended in the setting up or assisting in the administration of the JDT Arrangement.

## **Information Concerning Our Retail Clients**

(As required by the Financial Services Reform Legislation)

This document serves as our Financial Services Guide (FSG). This section is of specific relevance to our retail clients, as defined by the Corporations Act 2001 as:

- Individuals, or small businesses that employ less than 20 people, or if manufacturing businesses, less than 100 people

### **AND**

- where our service or advice relates to one or more of these insurances: Motor Vehicle (includes Motorcycles, however excludes CTP and motor vehicles with a carrying capacity in excess of 2 tonnes); Home building/contents, Sickness and accident, Consumer credit, Travel, Personal and domestic property, Medical indemnity or any other general insurance product prescribed by regulation.

## **Documents we may give you**

If you would like another copy of this Document, you can find it on our website at [www.au.jlt.com](http://www.au.jlt.com) or contact your JLT Client Risk Adviser.

When you are buying a financial product, we will provide you with a Product Disclosure Statement. This will help you to make an informed decision about that product.

## **General advice warning**

In most instances our advice is general. To help you decide if it suits you, please read the Product Disclosure Statement. We are also happy to provide you with further information.

## **Providing you with personal advice**

Sometimes it will be appropriate to provide you with personal advice that takes into account your individual objectives, financial situation or needs. This tailored advice will help ensure that you have cover most suited to your requirements. We will provide you with a Statement of Advice where this is required by law. Any subsequent advice will be recorded by us and you may request a copy of such record in writing.

We will inform you about our fees and commissions, other benefits and any associations we have with insurers or other parties which may have influenced the advice provided.

## Cooling off period

Retail clients may be entitled to a minimum 14 day cooling-off period from the date cover commences during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted). This is subject to the requirements of the Corporations Act 2001 and the terms and conditions of your policy. This does not affect any other cancellation rights you may have under your policy.

You should check your policy and schedule when you receive it to be sure you have the cover you require. If the cover does not meet your needs or you have any questions about your cooling off rights, simply contact your JLT Client Risk Adviser for information.

## Confirming your transaction

We would be pleased to confirm any details about your insurance policies and transactions. Please contact your JLT Client Risk Adviser by telephone or in writing to confirm any transactions (such as renewals and endorsements) under your policy. If necessary, we will obtain the information for you from the insurer on your behalf.

## JLT's Insurance

JLT has Professional Indemnity Insurance in place which satisfies ASIC's requirements under s912B of the Corporations Act 2001 (Cth). This insurance is intended to cover claims in relation to the conduct of JLT representatives and employees who worked for JLT at the time of the relevant conduct, even if they do not work for JLT at the time the claim is made.

# Important Terms Of Our Agreement With You

## Assignment and sub-contracting

We may on 21 days' written notice transfer our rights and obligations under the agreement between us for the provision of the services as set out in this document to another company within the JLT Group which is able to perform the services in accordance with this document.

We may also subcontract to another company within the JLT Group but this will be on the basis that we remain responsible for the services which we and our subcontractors provide.

## Enforceability

In the event any portion of this document is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## Modern Slavery Act 2015 (UK)

In performing its obligations, JLT shall comply with all applicable anti-slavery and human trafficking laws and regulations from time to time in force including but not limited to the Modern Slavery Act 2015 (UK); have, maintain and comply with its own anti-slavery policies and procedures; and not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 (UK) if such activity, practice or conduct were carried out in the UK.

## Criminal Finances Act 2017 (UK)

Each of us agrees that it shall at all times comply with the Criminal Finances Act 2017 (UK) ("CFA"), and it shall indemnify the other to the extent that it is responsible for causing liability to the other under the CFA. Provided always that it is understood and agreed that any such liability, when aggregated with all other liabilities under these protocols howsoever formulated or arising against the liable party shall not (unless applicable law or regulation requires otherwise) exceed \$50 million.

## Sanctions And Embargoes

In today's trading climate, we are increasingly seeing governments imposing sanctions and/or embargoes, and/or banks electing not to handle insurance transaction monies ("Measures") in respect of various countries or persons in such countries in relation to the provision of goods and services, including insurance. These Measures may restrict the provision of insurance or reinsurance cover or movement of monies and services under such cover. Such Measures may require us to:

- investigate not only the insured or reinsured or the goods, property and/or interests which they insure or reinsure but also any indirect beneficial ownership of relevant parties or property;
- suspend any movement of funds until a relevant governmental body confirms that no Measures are being breached and/or a licence can be issued; and
- advise you that our bank(s) have elected not to handle monies relating to your transaction which will prevent the provision of cover and related services.

In addition, some insurers or reinsurers may seek to cancel cover if they believe that it has become illegal because of the imposition of a particular Measure.

**We will, of course, use reasonable endeavours to warn you should we become aware that any Measures may impact upon any Insurance we place on your behalf or restrict the payment of any premiums or claims.**

## Limitation of Liability

1. If JLT or any JLT Affiliates are liable to you in respect of any losses, liabilities, damages, costs, expenses or claims arising out of or in connection with our services (collectively "Losses") and (subject to paragraph 2.) any other person is liable to you in respect of some or all of the same Losses (on any basis), JLT's liability and that of any JLT Affiliates in respect of such Losses shall be limited so as to be proportionate to the relative contribution of JLT and JLT Affiliates having regard to the extent of responsibility of such other person for those Losses.
2. In determining the existence and extent of the responsibility of such other person for Losses for the purposes of paragraph 1, no account should be taken of any agreement limiting the amount of damages payable by such person or of any actual or possible shortfall in recovery of this amount (whether this is due to settling or limiting claims, or any other reason).
3. To the extent permissible under applicable laws, regulations or rules, the aggregate liability of JLT and JLT Affiliates to you and your Affiliates in respect of all Losses however caused, including arising as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty shall be limited to:
  - (a) AUD 10 million in respect of any services provided to you by Echelon or, for all other services provided by JLT or JLT Affiliates other than Echelon, if you are an individual or a small business that employs less than 20 people, or if a manufacturing business, less than 100 people; or
  - (b) AUD 50 million if you are a client other than a client referred to in (a) above; or
  - (c) such other amount in Australian dollars or any other currency that is specifically agreed with you in writing.
4. Notwithstanding paragraph 3, JLT and any JLT Affiliates shall not be liable to you, whether as a result of breach of contract or statutory duty, negligence or any other act or omission or breach of duty, for any loss of profit or any special, indirect or consequential Losses arising under or in connection with the services provided by us.
5. You agree that JLT and any JLT Affiliates have a legitimate interest in limiting the exposure of JLT and JLT Affiliates' directors and employees to litigation and that you will not bring or assist in bringing any claim against JLT or any JLT Affiliates' directors, or employees in their personal capacity arising out of or in connection with the services provided by us.
6. The limitations of liability and exclusions contained in this limitation of liability section shall not apply to:
  - (i) any Losses or liabilities arising as a result of (a) fraud, wilful default or gross negligence by JLT or any JLT Affiliates; or (b) death or personal injury, in each case in jurisdictions where such limitations or exclusions would not be permitted under applicable laws, regulations or rules; or
  - (ii) any JLT (or JLT Affiliates') Losses or liabilities to the extent that the limitation or exclusion of such Losses or liabilities would not be otherwise permissible under applicable laws, regulations or rules.
7. For the avoidance of doubt this limitation of liability section shall be for the benefit of JLT and JLT Affiliates and any of JLT or their respective directors, employees or consultants involved in the provision of the Services. Any such person shall be entitled to rely upon and enforce its terms.
8. In this limitation of liability section the following words have the following meanings:
  - (i) "Services" means, any and all services provided to you or your Affiliates by JLT or any JLT Affiliates under this FSG and includes any additional services and any amendments, variations or additions to those services whether expressly or impliedly agreed;

- (ii) "Affiliate" means, in relation to a company, its subsidiaries and subsidiary undertakings, its holding companies and any subsidiaries and subsidiary undertakings of any such holding companies. As it applies to you, "Affiliate" also includes your partners, co-insureds or other associates to whom JLT or any JLT Affiliates may assume a responsibility by reason of providing our services to you.

## Other Important Information

### Your Duty of Disclosure

The Insurance Contracts Act 1984 sets out certain duties you must understand before you enter into a contract of insurance with an insurer.

Before you enter into an insurance contract, you have a duty of disclosure under the Insurance Contracts Act 1984. You have a duty to tell us anything that you know, or could reasonably be expected to know, 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.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

Also, we may give you a copy of anything you have previously told us and ask you to tell us if it has changed. If we do this, you must tell us about any change or tell us that there is no change. If you do not tell us about a change to something you have previously told us, you will be taken to have told us that there is no change.

You do not need to tell us anything that: reduces the risk insured, or is common knowledge, or the insurer knows or should know as an insurer; or the insurer waives your duty to tell them about.

#### **If you do not tell us something**

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

If you are in any doubt as to the extent of the duty of disclosure or whether a piece of information ought to be disclosed, just contact your JLT Client Risk Adviser.

### Keeping you up to date

From time to time JLT may offer you information about products and services which may be of interest to you. Just let your JLT Client Risk Adviser know if you do not wish to receive this information.

### Making it easy: Internet, e-mail and other forms of communication

#### **Using e-commerce to improve our service**

We always seek to place and service your insurance and other needs in the most efficient manner. Increasingly this is now best achieved by electronic trading. Where possible, we will exchange information with you, the insurer and other parties connected with the insurance or service using e-mail, through private insurance market networks and through web-enabled systems accessed via the internet. This includes Disclosure notices (including Financial Services Guides and Product Disclosure Statements) which will be sent to you via e-mail or links to documents on our websites etc. If you have provided your e-mail address to us we will use that e-mail address for all correspondence and disclosure notices.

Should you not wish to deal with us electronically please advise us and we will update our records accordingly.

Whilst we understand the convenience that e-mail provides to individuals and businesses it is important to remember that e-mail has some potential drawbacks in the provision of insurance services. There is no guarantee of the confidentiality, completeness, accuracy or receipt of an e-mail. While these are problems in themselves, please be aware they may also influence the acceptance of particular e-mails as evidence in a legal matter.

We accept no responsibility if information sent by you to us by e-mail is incomplete or corrupted. We will also be entitled to act upon any instruction from you received by e-mail which reasonably appears to have been sent by you.

## Using mobile phone text messages (SMS)

We are able to communicate with you in limited circumstances by means of mobile phone text message (SMS). Any messages or information sent by SMS will not be acted upon until such time as they have been confirmed by alternative means.

## Protecting you: Avoiding conflicts of interest

In all areas of business, conflicts of interest sometimes arise. JLT has designed efficient procedures to assist in the handling of such situations to ensure your protection at all times.

Where we act as the agent for two or more clients involved in the same (or related) loss situation, we will advise the clients involved of any conflicting interests. We will then take immediate steps to segregate the claim servicing functions for each of the clients. These steps will normally include the assignment of different JLT Client Risk Advisers within JLT and the establishment of direct communication procedures.

Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until we have fully informed you of the position and you have provided your informed consent on the manner in which we will proceed. We understand that for conflicting interest situations you may wish to secure the services of another broker to assist you with matters.

## Our commitment to your privacy

JLT is committed to the protection of your privacy. JLT abides by the Australian Privacy Principles, which set out standards for the collection, use, disclosure and handling of personal information.

You can examine JLT's Privacy Policy on our website [www.au.jlt.com](http://www.au.jlt.com), or by obtaining a copy from your JLT Client Risk Adviser or the JLT Privacy Officer.

## Dealing responsibly with your money

We treat your money seriously. If we receive a premium from you before the policy has incepted, we always keep your money in a separate trust account in accordance with the relevant laws. Your money can only be withdrawn from the trust account to refund you or to pay the insurer when your insurance has incepted. You may agree that the money you pay is not held in trust on your behalf, but you must provide us with your consent in writing.

## Understanding Average Clauses and Under-Insurance

Home building and contents, fire, business interruption, industrial special risks and other policies often contain an "Average Clause". This means that you should insure for full value - which may be replacement, re-instatement, indemnity or market value depending on the type of insurance cover arranged. If you are under-insured your claim may be reduced in proportion to the amount of under-insurance.

## Understanding Indemnity, Hold Harmless Agreements, Contracting Out and Removal of Subrogation Rights

You may prejudice your right to a claim if, without prior agreement from your insurer, you agree to the removal of subrogation rights that could prevent the insurer from recovering the loss from a third party. You should also be cautious about "contracting out", "indemnity" or "hold-harmless" clauses which are often found in leases, licences and contracts for maintenance, supply, construction and repair and which generally require you to voluntarily assume liabilities in excess of liabilities imposed by statute or common law. If you are in any doubt, you should forward a copy of these contracts to your JLT Client Risk Adviser.

## Insuring the interests of other parties

If you require the interest of another party to be covered by the policy, you must request this. Most policies will attempt to exclude indemnity to other parties (such as mortgagees, lessors, principals, etc) unless their interest is expressly noted on the policy.

## Understanding several liability

Where your insurance cover is provided by more than one insurer it is important to note that in the event of a claim, each insurer is only responsible to the extent of their individual subscription. There is no obligation for that insurer to make up the shortfall of any other insurer in a claim or return premium payment.

## Warranties

Where any insurance is subject to a warranty, there must be strict compliance with the stipulation in the warranty. Failure to comply with any warranties may invalidate policy cover and lead to non-payment of claims, even though the breach may not have any bearing on a particular claim.

## Unreported Losses

Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

## New Claims

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation.

## Ensuring your satisfaction: What to do if you have a complaint

We have efficient dispute resolution procedures in place to help you. If you have a complaint, you can communicate it to your JLT Client Risk Adviser in the first instance. Alternatively, you can refer it directly to JLT's Complaints Manager in writing, or by telephone at:

Jardine Lloyd Thompson Pty Ltd  
Level 37, 225 George Street, Sydney NSW 2000  
Phone: +61 2 9290 8000

We will need you to provide us with comprehensive details to help us investigate your complaint further. All information will be treated in the strictest confidence.

We are a member of the National Insurance Brokers Association (NIBA) and subscribe to the NIBA Code of Conduct and the Insurance Brokers Code of Practice.

We also belong to an approved external dispute resolution scheme designed to provide independent assistance to you, namely the Financial Ombudsman Service Limited (FOS) (1800 367 287) – a free service for consumers with complaints concerning the financial services industry. If you are dissatisfied with the way in which your complaint is handled by JLT, you can refer your complaint to FOS. The matter will then be referred by FOS to the JLT Complaints Manager for further investigation.

**IF WE CAN HELP WITH ANYTHING MENTIONED IN THIS BOOKLET, PLEASE DO NOT HESITATE TO CONTACT YOUR JLT CLIENT RISK ADVISER.**

# Contact Details

JLT offers a comprehensive range of insurance and risk solution products and services through our four core Business Segments: JLT Specialty, Echelon, Benefit Solutions and Public Sector.

For general enquiries:

Jardine Lloyd Thompson Pty Ltd

Level 37, 225 George Street, Sydney NSW 2000

Tel: +61 2 9290 8000 | Fax: +61 2 9299 7280

[www.au.jlt.com](http://www.au.jlt.com)

ABN 69 009 098 864 | AFS Licence No: 226827

New South Wales & ACT	
Sydney Level 37, 225 George Street Sydney NSW 2000 Tel: +61 2 9290 8000 Fax: +61 2 9299 7280	Sydney Seven Hills Unit 10, Building 11, 22 Powers Road Seven Hills NSW 2147 Tel: +61 2 8824 1600 Fax: +61 2 8824 1690
Albury Suite 1, Cnr Olive & Wilson St Albury NSW 2640 Tel: +61 2 6057 3333 Fax: +61 2 6057 3399	Mudgee Unit 7, 14 Perry St Mudgee NSW 2850 Phone: +61 2 6372 2438 Fax: +61 2 6372 3961
Wagga Wagga Public Sector Office 3 136 Fitzmaurice Street Wagga Wagga NSW 2650 Tel: +61 2 6931 6205 Fax: +61 2 6931 6205	
Western Australia	
Perth Level 3, 170 Railway Parade West Leederville WA 6007 Tel: +61 8 9426 0444 Fax: +61 8 9426 0999	
Northern Territory	
Darwin Unit 1, 23 Harvey Street Darwin NT 0800 Tel: +61 8 8925 5333 Fax: +61 8 8925 5399	

Tasmania	
Hobart Level 3, 2-8 Kirksway Place Battery Point TAS 7004 Tel: +61 3 6220 7400 Fax: +61 3 6220 7499	
Victoria	
Melbourne Level 8, 570 Bourke Street Melbourne VIC 3000 Tel: +61 3 9613 1415 Fax: +61 3 9614 3600	Melbourne Public Sector Level 11, 60 Collins Street Melbourne VIC 3000 Tel: +61 3 8664 9300 Fax: +61 3 8664 9399
Queensland	
Brisbane 27 Evelyn Street Newstead QLD 4006 Tel: +61 7 3246 7555 Fax: +61 7 3246 7590	Townsville Level 1, 19 Stanley Street Townsville QLD 4810 Tel: +61 7 4722 9000 Fax: +61 7 4722 9099
Cairns Level 4, 135 Abbott Street, Cairns QLD 4870 Tel: +61 7 4035 8600 Fax: +61 7 4035 8699	
South Australia	
Adelaide Level 1, 148 Frome Street Adelaide SA 5000 Tel: +61 8 8418 0288 Fax: +61 8 8223 6903	JLT Group Services Pty Ltd Level 1, 148 Frome Street Adelaide SA 5000 Tel: +61 8 8100 3000 Fax: +61 8 8100 3099

