

MARSH ADVANTAGE  
INSURANCE

# OUR COMMITMENT TO YOU

Financial Services Guide Terms of Engagement  
Other Important Information

1 JANUARY 2020

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# What You Will Find Within This Document

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This Document provides you with information you may need to know about the services Marsh Advantage Insurance Pty Ltd (Marsh Advantage Insurance) provides for you and contains the Terms of Engagement which apply between you and Marsh Advantage Insurance. Please read this Document in conjunction with our renewal or quotation documents which give you more detail to make an informed decision about whether to use the financial services we offer. Together these documents form the complete Financial Services Guide.

If you have a disability or have difficulty understanding English, then please contact us to request this information in a more accessible format for you (e.g. larger print or translated into your native language), and where reasonably practicable we will assist you.

We also 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
- privacy
- 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” as that term is defined in the Corporations Act 2001 (Cth).

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

## **Where to find further information**

You can find further information about Marsh Advantage Insurance by either contacting your Marsh Advantage Insurance representative or on our website at [www.marshadvantage.com.au](http://www.marshadvantage.com.au).

## **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 Marsh Advantage Insurance representative to arrange your preferred method of contact.

# Marsh – Working For You

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## Who are we?

Marsh Advantage Insurance Pty Ltd (ABN 31 081 358 303), Australian Financial Services Licence (AFSL) No 238369 (Marsh Advantage Insurance), will be providing the financial services on your behalf. Marsh Advantage Insurance is a subsidiary of Marsh Inc. Marsh Inc. is a world leader in delivering risk and insurance services and solutions to clients.

Global risk management consulting, insurance broking and insurance program management services are provided for businesses, professional services organisations and private clients under the Marsh Advantage Insurance name.

Marsh Advantage Insurance's ultimate parent is Marsh & McLennan Companies, Inc. (MMC) which is a public company listed on the New York, Chicago and London stock exchanges.

## Our commitment to you

We are committed to providing you with quality products, services and advice. In the provision of our insurance and other services, we will act professionally and efficiently.

## Your Marsh Advantage Insurance representative

One or more representatives will take responsibility for providing you with our services. They will be your primary point of contact and will work as your partner. Other employees will work to support your Marsh Advantage Insurance representative.

In some circumstances, we may automatically renew your existing policy with your current insurer as per expiring policy details. You will be notified in our renewal or quotation document if this is relevant to the financial service offered or provided to you. Where this arrangement is in place, you can contact us at any time in order to stop automatic renewals

# Information Concerning Our Retail Clients

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This document serves as our Financial Services Guide (FSG). This section is of specific relevance to our retail clients, as that term is defined in the Corporations Act 2001 (Cth) 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: Life Insurance, 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.marshadvantage.com.au/financial-services-guide.html](http://www.marshadvantage.com.au/financial-services-guide.html) or contact your Marsh Advantage Insurance representative.

If we recommend that you acquire or we offer to issue or arrange to issue you a financial product as a retail client as defined in the Corporations Act (Retail Client), we will give you information about the particular financial product by providing you with a Product Disclosure Statement (PDS). This will help you to make an informed decision about that product.

## General advice warning

In most instances we will provide you with general advice for any type of insurance product i.e. advice which does not take into account your objectives, financial situation or needs. If we provide general advice, we will give you a General Advice Warning at that time. To help you decide if our advice suits you, please read the PDS. We are also happy to provide you with further information.

## Providing you with personal advice

If we provide you with any personal advice for life insurance, sickness and accident insurance, or a consumer credit insurance product, which takes into account your objectives, financial situation or needs, you will receive from us a Statement of Advice (SOA). The SOA will contain

our advice, the basis on which our advice is given and information about the remuneration, fees, commissions, other benefits and any association and relationships that may have influenced the giving of our advice.

For all other types of general insurance products, we will provide you with information about how we are remunerated including any benefits we would receive and any relevant interests or relationships that might be considered as influencing us in the advice or recommendation we have provided.

The information we provide in our SOA (where applicable) or other disclosure document about any commissions, fees and any other benefits will be advised in actual dollar amounts where possible (or if it is not known, the manner of calculation) that might reasonably be expected to be, or have been capable of influencing us in providing the advice.

### 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 PDS and/or policy document 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 Marsh Advantage Insurance representative for information.

### Confirming your transaction

We would be pleased to confirm any details about your insurance policies and transactions. Please contact your Marsh Advantage Insurance representative 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.

# Our Local and Global Servicing Capabilities

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Under Marsh Advantage Insurance's AFSL, we are licensed to provide advice on general insurance products, life risk insurance products and superannuation products as an insurance broker and also to deal in these products..

- Marsh Advantage Insurance'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, Marsh Advantage Insurance has the ability to integrate global programs using our worldwide network and approved correspondent brokers.

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

## Insurance/Risk Products

- Alternative Risk Transfer including Captives
- Accident & Health
- Aviation
- Casualty/General Liability & Workers Compensation
- Contract Works
- Crime
- Cyber
- Directors & Officers Liability
- Domestic/Personal Lines
- Employee Benefits
- Engineering
- Environmental
- Income Protection
- Life
- Livestock/Bloodstock
- Marine Cargo and Transit
- Marine Hull/ Protection & Indemnity
- Motor
- Professional Indemnity
- Property and Business Interruption
- Surety
- Reinsurance
- Trade Credit and Political Risk
- Travel
- Warranty & Indemnity

## Services

- Insurance Broking & Marketing
- Affinity, Specialty Programs, Trade Associations & Franchises Insurance Solutions
- Claims Management
- Captive Management
- Arranging of Affinity Schemes
- Introducing Premium Funding
- Risk Analytics and Risk Consulting
- Forensic Accounting & Claims Services
- Loss Adjusting
- Valuations
- Workers' Compensation Management
- Health & Wellbeing Programs
- Occupational Health & Safety
- Workplace Health, Safety and Rehabilitation & Training Solutions (via The Recovre Group Pty Ltd)
- SME Insurance & Risk Solutions
- Media and Entertainment
- Mergers & Acquisitions

# Insurance Broking: How it works

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## Collecting information

Except in circumstances where we have notified you in our renewal document that we will automatically renew your existing policy with your current insurer as per expiring policy details, we will help establish your insurance requirements before our negotiations with insurers commence on your behalf. To do this we will need you to provide us with complete information about the risk(s) to be insured. If we are to provide you with personal advice, then we will need you to provide us with complete information about your situation and your needs and objectives.

You should tell us about any relevant changes to the information you provide, as they occur. Please see the Duty of Disclosure section for more information about this.

If you are unable to or choose not to provide some information to us, this may limit our ability to make appropriate recommendations.

## Quoting and placing insurance on your behalf

If appropriate, we will identify the local and overseas markets to be approached to determine the most competitive insurance coverage. If we are not marketing your risk to more than one insurer then we will specifically advise you that there is only one option. Your Marsh Advantage Insurance representative will provide you with general 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 result in the insurer having the right to cancel the policy.

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

You should check the documentation and satisfy yourself that it is entirely in accordance with your understanding and instructions. Just let your Marsh Advantage Insurance representative know if you have any concerns.

# Claims Services: How they work for you

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## 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 Marsh Advantage Insurance representative 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 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

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Marsh Advantage Insurance has established minimum financial guidelines for the insurers we use to help provide a relative framework and highlight insurer solvency. We attempt to keep our clients informed about changes in the insurance marketplace, but Marsh Advantage Insurance does not guarantee the solvency of any insuring entity or its ability or willingness to pay claims, return premiums or other financial obligations.

Marsh Advantage Insurance's Market Information Group (MIG) is responsible for following and analysing the financial condition of the insurance companies with which Marsh Advantage Insurance places business. MIG analyses public financial information.

In circumstances where we provide a client with a quote from an insurer below Marsh Advantage Insurance's guidelines, we will advise the client in our renewal or quotation document and only place the insurance with them in accordance with the client's instructions.

Where we advise you of an insurer's 'Standard & Poor's' (or equivalent) credit rating this does not apply in relation to any insurances arranged for you as a retail client as that term is defined in the Corporations Act 2001 (Cth).

# Our Remuneration

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## 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 on 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, emergency/fire services levy, GST and any other government charges, taxes, fees or levies. The rate of commission depends on the policy and may range from 0% to 30%. The commission is included in the premium charged and covers things such as expenses we incur in arranging the insurance and a profit component. We retain the commission from the premium you pay us and remit the balance to the insurer.

We may receive a commission on each renewal, reinstatement or some variations to your policy. The rate of commission depends on the policy and may range from 0% to 30%.

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, even where an insurance policy is amended, terminated or otherwise cancelled.

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

In addition to the commission and fees above Marsh Advantage Insurance may also receive other types of income from insurers, including:

- When you pay us your premium it will be banked into our trust account. We retain our remuneration from the total 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. We will retain any interest earned. We may earn interest or benefit from foreign exchange differentials in the process of handling client money.
- Expense allowances or commissions from insurers for managing binding authorities and other similar facilities (including any claims which may arise under such arrangements). If we obtain the assistance of another broker or Associated Entity (as that term is defined in the Corporations Act 2001 (Cth)) in order to carry out your instructions to arrange contracts of insurance, the other broker or Associated Entity may receive additional remuneration from the relevant insurer or charge a fee to you.

- Additional remuneration from insurers with whom we have profit share, reward for growth and/or business support arrangements. The remuneration is payable if we and companies in the Marsh group of companies ('Intermediary Companies') meet certain agreed sales and/or profitability targets set by the insurer. Where we are involved in such arrangements, we may be considered to have an incentive to place your insurance with a specific insurer. In order to control any potential conflict of interest arising from such services we employ and act in accordance with our policies and procedures to avoid conflicts arising.

We may also receive profit share, reward for growth and business support remuneration agreed with an insurer that apply to a financial product that we arrange for you.

- If we arrange premium funding for you we will be paid commission and/or a fee by the premium funder. The commission that we are paid by the premium funder is usually calculated as a percentage of your insurance premium (including stamp duty, emergency/fire services levy, GST and any other government charges, taxes, fees or levies). If you instruct us to arrange or issue a financial product, this is when we become entitled to the commission and/or a fee. Premium funders also pay us and our Associated Entity an annual distribution fee in relation to the loan business we introduce.
- Administrative service fees or expense reimbursements for some services we provide to insurers as part of providing them business or through the claims process.

All fees, commissions and expenses are (unless otherwise expressly stated) exclusive of GST, which will be added as appropriate.

We will answer any questions you may have about our remuneration to ensure you are clearly informed.

## **Marsh Advantage Insurance representatives' salaries, commissions and fees**

Our representatives receive an annual salary which may include a bonus based on performance. They may also from time to time be eligible to receive incentives or bonuses based on service, retention and increasing new business.

Our representatives may also receive non-monetary benefits from insurers. This may include training, entertainment at sporting events, or hospitality including lunches and attendance at insurer sponsored functions. It is not possible to determine in advance what, if any, non-monetary benefit a representative may receive and these benefits are not generally attributed to any particular product. Marsh Advantage Insurance has compliance policies that ensure these do not create a conflict with your interests.

## **What relationships or associations exist which might influence the provision of our financial services?**

We will answer any questions you may have about the following relationships and associations and in particular our remuneration to ensure you are clearly informed.

## **Referrers**

Where you have been referred to us by someone else, if we pay them a fee or commission in relation to that referral, we will tell you.

## **Placements with companies within the Marsh Group of Companies**

Some insurance risks may be placed by us with an Intermediary Company who act as intermediaries. An Intermediary Company is remunerated under its contractual arrangements with the relevant insurer. The remuneration depends on the policy and the insurer and may range from 0% to 15% of premium and/or flat fees. The amount that we are remunerated is not affected if we place an insurance risk through an Intermediary Company. As outlined above, our Intermediary Companies may also receive remuneration in the form of profit share arrangements.

An Intermediary Company, Marsh & McLennan Agency Pty Ltd (MMA) may assist in placing some of the insurance policies recommended in our renewal or quotation documents via their on-line portal. This internet based system allows for the efficient transfer of underwriting information to facility insurers competing for business and the ability to issue policy documentation on line. It has also developed policy wordings for certain products (only available via MMA). Clients enjoy the benefits of MMA systems, services and products, and insurers are provided with an efficient delivery model that can significantly reduce their administration costs. MMA is remunerated by administration fees which are calculated as a percentage of premium and/or on a flat fee basis and are paid by the participating insurers.

MMA may also obtain additional benefits from some of the facility insurers by way of profit share which is determined by the underwriting profitability of eligible insurance policies placed through MMA's on-line portal with the particular insurer. This remuneration is payable if certain agreed sales and/or profitability targets set by the insurer are met. Where we are involved in such arrangements, Marsh Advantage Insurance and MMA may be considered to have an incentive to place your insurance with a specific insurer. In order to manage any potential conflict of interest arising from such services we employ policies and procedures which include segregation of duties between MMA and your Marsh Advantage Insurance representative via specific rules, access right restrictions and controls to manage or avoid such conflicts arising.

## **Consulting, data analytics or other services**

Marsh Advantage Insurance receives compensation from insurers for providing consulting, data analytics, or other services. The services are designed to improve product offerings available to our insurance broking clients, assist insurers in identifying new opportunities, and enhance insurers' operational efficiency. The scope and nature of services vary by insurer and by geography. In Australia, this compensation is paid in the form of a fixed fee.

Where any of the arrangements with insurers above are in place, Marsh Advantage Insurance and the Intermediary Company may be considered to have an incentive to place a client's insurance with these insurers. In order to control any potential conflict of interest arising from such services we employ policies and procedures which include segregation of duties between MMA and your servicing broker or authorised representative via specific rules, access right restrictions and controls to manage or avoid such conflicts arising.

## **Reinsurance Broking**

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.

## **Underwriting Agencies**

Key Underwriting Pty Ltd (ABN 11 146 607 838) and Victor Insurance Australia Pty Ltd (ABN 83 161 243 198) are both underwriting agencies, and are each an Associated Entity of Marsh. Key Underwriting Pty Ltd is an authorised representative of Jardine Lloyd Thompson Pty Ltd and Victor Insurance Australia Pty Ltd is an authorised representative of MMA. They have the authority to review, quote and bind coverage and service policies on behalf of certain insurance companies which they represent. In addition, they also manage and settle claims for these policies on behalf of the insurance companies. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them 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. They will 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 either Key Underwriting Pty Ltd or Victor Insurance Australia Pty Ltd.

## **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 an Associated Entity of Marsh Advantage Insurance. JGS is the Trustee of 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.

Any financial product advice relating to a JDT Arrangement is provided by Jardine Lloyd Thompson Pty Ltd. Where this is done, Jardine Lloyd Thompson Pty Ltd will recommend that you read the relevant Product Disclosure Statement issued by JGS to ensure the advice suits your needs.

Jardine Lloyd Thompson Pty Ltd 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, Marsh Advantage Insurance 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.

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

Where a promoter is involved in a JDT Arrangement it is paid a fee by JGS. JGS may also provide sponsorship, financial or other benefits to that promoter.

### **Echelon Australia Pty Ltd**

*Echelon Australia Pty Ltd ABN 96 085 720 056 (Echelon) is an Associated Entity of Marsh Advantage Insurance. Echelon provides services in relation to the JDT Arrangements. When 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 an Associated Entity of Marsh Advantage Insurance. 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.

### **Marsh Valuation Services**

Marsh Valuation Services (MVS) is a division of an Associated Entity of Marsh Advantage Insurance. MVS forms part of Marsh Advantage Insurance's valuations offering undertaking valuations of property, plant, equipment and infrastructure assets for financial reporting, accounting and insurance purposes.

Where you use MVS services you will be charged a separate fee..

## Compensation Arrangements

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In accordance with s912B of the Corporations Act, Marsh Advantage Insurance holds professional indemnity insurance which may cover claims arising out of the conduct of Marsh Advantage Insurance, its employees and representatives in the provision of services by Marsh Advantage Insurance. The policy also covers Marsh Advantage Insurance (subject to its terms and conditions) for work done for Marsh Advantage Insurance by employees and representatives who no longer work for Marsh Advantage Insurance (but who did at the time of the relevant conduct). In some instances, our authorised representatives may hold their own insurance for this purpose.

# Terms of Engagement With You

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These Terms of Engagement apply between you and Marsh Advantage Insurance unless there is a separate service agreement in place between us, in which case the separate service agreement will prevail over these terms of engagement to the extent there is any inconsistency.

We draw your attention to the limitation of liability provisions in clause 7 below:

## 1. Introduction

- 1.1 Your ongoing instructions to us shall be deemed as acceptance of these Terms of Engagement.

## 2. Making a claim

- 2.1 Most insurance policies have strict requirements about what the insured should do if they have a claim or if they know about something that might lead to a claim in the future. It is your responsibility to understand these requirements and any relevant limitation period for commencing legal proceedings or other forms of dispute resolution against insurers should the need occur.

## 3. Products and Services

- 3.1 Marsh Advantage Insurance will normally make a recommendation to you for insurance policies. You will need to make your own choice about how to proceed and, on receipt of your instructions, Marsh Advantage Insurance will endeavour to arrange insurance, subject to availability.
- 3.2 Marsh Advantage Insurance shall provide the Services either itself or, where it considers it appropriate, through one or more of its Associated Entities (as that term is defined in the Corporations Act 2001 (Cth)) or sub-contractors.
- 3.3 You should note that Marsh Advantage Insurance is not qualified to provide, and will not provide legal, accounting, regulatory or tax advice (including on any liability for Government or other taxes, levies and duties). Marsh Advantage Insurance makes every effort to correctly determine the premium, emergency/fire services levy (if applicable), GST and any other government charges, taxes, fees or levies that apply to your insurance. However, occasionally errors can occur. Marsh Advantage Insurance may correct any such error and (except to the extent prohibited by law) we will not be responsible for any loss you suffer as a result of the error and its correction.
- 3.4 Marsh Advantage Insurance may communicate with you by electronic means, including sending renewal notices and policy documentation, unless you specifically request that this is not done.
- 3.5 Unless advised otherwise we will forward all correspondence and policy documentation to the email or postal address that you last provided to us as your correct contact details for the receipt of policy notices and information. This email or postal address is

the only official contact details on which we rely. It is your responsibility to ensure that these details are accurate and complete.

- 3.6 Marsh Advantage Insurance may in the course of providing the Services collect, hold, use and disclose Personal Information (as that term is defined in the Privacy Act 1988 (Cth)). All Personal Information collected, held, used or disclosed in the course of providing the Services will be handled in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles and Marsh Advantage Insurance's Privacy Policy (as amended from time to time, available at [www.marshadvantage.com.au](http://www.marshadvantage.com.au)).
- 3.7 You warrant that:
- a) you will comply with the Privacy Act 1988 (Cth) when collecting, holding, using and disclosing Personal Information;
  - b) you have any required consent(s) in respect of the transfer of Personal Information to Marsh Advantage Insurance by you or any third party on your behalf; and
- 3.8 Where Personal Information of an individual is collected by Marsh Advantage Insurance from you or a third party on your behalf, you will notify the individual of the collection of their Personal Information by Marsh Advantage Insurance and the matters required by law.

#### 4. Remuneration

- 4.1 You are entitled, at any time, to request information regarding any remuneration which Marsh Advantage Insurance may have received as a result of placing your insurance business. Marsh Advantage Insurance discloses its wider compensation arrangements in a document entitled "Compensation Guide for Australian Clients" available at [www.marshadvantage.com.au](http://www.marshadvantage.com.au)
- 4.2 Marsh Advantage Insurance shall be considered to have earned all remuneration in full at the time the policy is placed. Marsh Advantage Insurance reserves the right to retain in full all remuneration so earned even where an insurance policy is amended, terminated or otherwise cancelled. This does not affect any statutory cancellation rights. The transaction fees are not payable unless the relevant policy is placed. Marsh Advantage Insurance is also entitled to remuneration (especially the fee paid by you) for the work it undertakes in the event an insurance policy is not placed.
- 4.3 You will promptly pay the premium and any other charges (including statutory taxes/duties/levies) that any insurer or Marsh Advantage Insurance invoices to you. Where the policy includes a premium payment warranty or condition, you acknowledge that failure to pay the insurer or Marsh Advantage Insurance in sufficient time may result in the insurer having the right to cancel the policy. You may remain liable to the insurer for any premium due prior to cancellation of the policy.
- 4.4 If the Services Marsh Advantage Insurance provides include negotiating the settlement of any claims:

- a) There will be no additional charge for up to twenty (20) hours work provided in negotiating the settlement of any non-Major Claim or series of related non-Major Claims arising from the one originating cause, whether in one or more Policy years;
- b) In addition to any remuneration otherwise payable under this Agreement, Marsh Advantage Insurance will be remunerated at the rate of AU\$275 per hour plus GST, or part thereof, for any claims management services provided with respect to (i) Major Claims; and (ii) non-Major Claims, other than to the extent subclause a) applies

'Major Claim' means a claim for which the loss is estimated at any time to exceed AU\$5 million, or that relates to a CAT event as defined by the Insurance Council of Australia, or that is reasonably complex or contentious.

- 4.5 If during the term of this Engagement, you instruct Marsh Advantage Insurance to arrange a contract of insurance (that was not included in the insurance program at the commencement of this Engagement) or premium funding contract, Marsh Advantage Insurance will receive additional remuneration as agreed with you and which may include:
  - a) Commission from an insurer or premium funder as the case may be in accordance with customary market practice; and/or
  - b) An additional fee from you or the premium funder.

## 5. Your Obligations

- 5.1 You shall be solely responsible for the accuracy and completeness of all information that you furnish to Marsh Advantage Insurance and/or insurers, and you shall sign any required application for insurance. Marsh Advantage Insurance shall not be responsible to verify the accuracy or completeness of any information that you provide and Marsh Advantage Insurance shall be entitled to rely on that information. Marsh Advantage Insurance shall have no liability for any errors, deficiencies or omissions in any Services provided to you, including the placement of insurance on your behalf, that are based on inaccurate or incomplete information provided to Marsh Advantage Insurance or its representatives. You understand that the failure to provide all necessary information to an insurer, whether intentional or in error, could result in the impairment or voiding of coverage.
- 5.2 You agree that all decisions regarding the amount, type or terms of coverage shall be your sole responsibility. While Marsh Advantage Insurance may provide advice and recommendations, you must decide the specific coverage that is appropriate for your particular circumstances and financial position.
- 5.3 You agree to promptly check all documentation supplied to you by Marsh Advantage Insurance or insurers to ensure there are no mistakes or misunderstandings. You will advise your usual Marsh Advantage Insurance contact or the insurer immediately of

any errors or anything you believe is not in accordance with your instructions or specifications.

- 5.4 You are responsible for maintaining copies of your insurance policies, and any amendments to them, in a safe place for as long as it is possible for a claim to be made under them. New documentation may not be issued every year, and subject to any regulatory requirements, after expiry or termination (whatever the reason) of Marsh Advantage Insurance's appointment as your insurance broker, Marsh Advantage Insurance may not retain copies of policies placed by it on your behalf.
- 5.5 You agree Marsh Advantage Insurance may include, on an anonymous basis, information relating to your insurance program in benchmarking, modelling and other analytics offerings.

## 6. Term and Termination

- 6.1 Either of us may terminate these terms of engagement by giving the other party fourteen days' written notice. On receipt of your notice of termination, we will immediately stop acting as your insurance broker (including when assisting you in claim settlements). Because we earn our remuneration for arranging your insurance, we both agree no refund of Marsh Advantage Insurance's commissions, transaction fees or broker fees will be due to you on termination of Marsh Advantage Insurance's appointment.
- 6.2 In the event that you do not wish to agree to any increase in Marsh Advantage Insurance's transaction fees, you may terminate these terms of engagement immediately by giving Marsh Advantage Insurance written notice.

## 7. Limitation of Liability

- 7.1 In no event shall either party to this Engagement be liable for any: (a) indirect; (b) incidental; (c) special; (d) Consequential loss; any loss of profits (other than that derived from Marsh Advantage Insurance's remuneration); (f) loss of revenue; (g) anticipated savings; (h) loss of data; or (i) loss of goodwill or reputation; arising out of or in connection with any Services provided by Marsh Advantage Insurance and/or Marsh Advantage Insurance's Associated Entities and their representatives (including but not limited to Marsh Advantage Insurance's or their employees, agents, consultants and authorised representatives (collectively the "Relevant Persons"). Consequential loss means any loss that does not flow directly and naturally from the relevant breach or circumstances, and which could not reasonably have been in the contemplation of both parties as a probable result of the breach or the circumstances at the time the parties entered into these Terms of Engagement.
- 7.2 The aggregate liability of Marsh Advantage Insurance and the Relevant Persons combined, arising out of or in connection with the provision of Services shall not exceed AUD\$1 million.
- 7.3 The provisions in clauses 7.1 and 7.2 apply to the fullest extent permitted by applicable law for all events giving rise to any liability on Marsh Advantage Insurance's or the

Relevant Persons' part, whether arising in contract, tort (including negligence) or on any other basis, but do not apply to any liability arising as a result of fraud or wilful default by Marsh Advantage Insurance and/or the Relevant Persons.

- 7.4 The provisions in clause 7.2 do not apply in relation to any Services supplied to you as a Retail Client.
- 7.5 Marsh Advantage Insurance's liability will further be limited to the extent it or the Relevant Persons' conduct causes the loss, damage or expense. If you or your representatives caused or contributed to the loss, damage or expense, Marsh Advantage Insurance's liability and/or that of the Relevant Persons will be reduced to the extent which takes into account both your and your representatives' conduct.
- 7.6 If you, your representatives, or your Associated Entities raise demands, claims, proceedings, costs or damages against Marsh Advantage Insurance or the Relevant Persons in connection with the Services ('Claims') for a sum in excess of the amount set out in clause 7.2, then you will indemnify Marsh Advantage Insurance and the Relevant Persons against all such Claims to the extent that they exceed the amount set out in clause 7.2.
- 7.7 Marsh Advantage Insurance is not liable to you in respect of loss or damage caused by any matter beyond Marsh Advantage Insurance's reasonable control.
- 7.8 Marsh Advantage Insurance and its Associated Entities operate as an independent contractor and not in any other capacity, including as a fiduciary. No fiduciary relationship shall arise by reason of this Engagement or the performance of the Services, except in the capacity where Marsh Advantage Insurance holds client funds on trust pursuant to s981B Corporations Act 2001 (Cth).
- 7.9 Marsh Advantage Insurance is unable to provide insurance or reinsurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Marsh Advantage Insurance or its Associated Entities to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.
- 7.10 The benefit of the rights provided in this clause 7 to Relevant Persons is also held on trust by Marsh Advantage Insurance for the Relevant Persons.

## **8. Governing Law and Jurisdiction**

- 8.1 These Terms of Engagement, and the services provided under them, shall be governed by the laws of New South Wales, and any dispute shall be submitted to the exclusive jurisdiction of the courts of New South Wales and those courts having rights to hear appeals from them.

## Other Important Information

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### 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 and your insurer 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.

You acknowledge that this duty is not limited to answering specific questions that may be asked by Marsh or the insurer.

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.

We will not be responsible for any consequences which may arise from delayed, inaccurate or incomplete information, or any misrepresentation made by you.

**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.**

### Your Duty of Utmost Good Faith

Every insurance contract is subject to the doctrine of utmost good faith, which requires that parties to the contract should act toward each other honestly and fairly, avoiding any attempt to deceive in assuming and performing contractual obligations.

#### **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, utmost good faith, or whether a piece of information ought to be disclosed, just contact your Marsh Advantage Insurance representative.

## Keeping you up to date

From time to time Marsh may offer you information about products and services which may be of interest to you. Just let your Marsh representative 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. It is your responsibility to ensure that your email details are accurate and complete

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 and managing conflicts of interests

In all areas of business, conflicts of interest sometimes arise. In order to manage any conflict of interest arising from our financial services, Marsh Advantage Insurance employ and act in accordance with our policies and procedures.

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 representatives within Marsh Advantage Insurance 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.

## Dealing responsibly with your money

We treat your money seriously. If we receive a premium from you before the policy has inceptioned, 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 inceptioned. 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 Marsh Advantage Insurance representative.

## 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/Special Conditions

Where any insurance is subject to a warranty or special conditions, there must be strict compliance with the stipulation in the warranty or special conditions. Failure to comply with any warranties/special conditions 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

- If you are dissatisfied with our service in any way, contact us and we will attempt to resolve the matter in accordance with our own internal dispute resolution procedure, a copy of which is available upon request. In the first instance you should address any concern or complaint to the Marsh representative servicing your account. Alternatively, you may contact the Marsh Advantage Insurance Complaints Officer on (03) 9603 2338 or email [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com).
- If your Marsh Advantage Insurance representative is unable to resolve your complaint, or if you are dissatisfied with the response, it will be escalated to our Complaints Officer to investigate and take appropriate action. You will be advised within 15 business days of our decision. If the matter is complex and a longer period is required you will be informed.
- If you are not satisfied with our final decision; you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA's role is to assist consumers and small business resolve disputes with their broker or their insurance company. Third party motor vehicle claimants who are uninsured can also access AFCA.

If you have any query about whether your complaint can be handled within AFCA's rules or you wish to contact them, their contact details are: Phone: 1800 931 678 (free call); Email [info@afca.org.au](mailto:info@afca.org.au); Online: [www.afca.org.au](http://www.afca.org.au); and Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria, 3001

**IF WE CAN HELP WITH ANYTHING MENTIONED IN THIS BOOKLET, PLEASE CONTACT YOUR MARSH REPRESENTATIVE.**

## Contact Details

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### For general enquiries

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## MARSH ADVANTAGE INSURANCE

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