

## Not Independent

We are not independent, impartial or unbiased because we or our representatives or associates may:

- receive remuneration or other gifts or benefits from the issuer of the product you buy (e.g. commission that we retain from an insurer), or other third parties for related services provided (e.g. premium funding, claims or loss adjusting or reinsurance services);
- be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; or
- have associations or relationships with issuers of financial products and others,

which may reasonably be expected to influence the personal advice provided to you.

For more information refer to "Important relationships and conflicts of interest" and "Our remuneration, including how we & our representatives are paid" in this document.

It is important to note that when providing personal advice we are required under the Corporations Act to always act in your best interests. Our Conflicts of Interest Policy details how we manage conflicts of interest in relation to our services. You can view a copy of our Conflicts of Interest Policy here:

[www.ajg.com.au/legal-notices-and-disclosure](http://www.ajg.com.au/legal-notices-and-disclosure).

This Financial Services Guide (**FSG**) is designed to assist you in deciding whether to use the services offered by us.

It includes important information about:

- who we are;
- the services we can provide you;
- how we and our representatives are remunerated; and
- our internal and external dispute resolution procedures and how you can access them.

It is important you read this FSG in its entirety and retain it for your future reference. By engaging, or continuing to engage us you are, in the absence of any formal written agreement with us, agreeing to the delivery of our services and remuneration as described in this FSG.

If this FSG is provided to you by one of our Authorised Representatives, you will also receive the relevant Authorised Representative Schedule. The FSG and schedule should be read together.

### Statements of Advice and Product Disclosure Statements

If we provide you with personal advice, we will, where required, give you a Statement of Advice (**SOA**). When recommending a retail product to you we will provide you with a Product Disclosure Statement (**PDS**).

A SOA will explain our advice, including the basis for our advice and the information we have relied on. It also includes details about how we are paid and any relevant relationships or associations we may have which may have influenced the advice we have given.

A PDS is prepared by the insurer and is designed to give you important information on the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not.

You should read these important documents before acting on any advice we have given you.

### Electronic delivery

If you have supplied your email address to us, we will send insurance documents including this FSG, SOA and PDS (if required) to that address unless you instruct us that you wish to receive these documents via a different method (e.g. hard copy sent to you by post).

### Who we are

We are a group of Australian companies that provide general insurance broking services. Our services will be provided to you by **Arthur J. Gallagher & Co (Aus) Limited** (ABN 34 005 543 920) Australian Financial Services License (AFSL) No. 238312 or an Authorised Representative of Arthur J. Gallagher & Co (Aus) Limited who are collectively referred to in this FSG as 'we', 'us', 'our' or 'Gallagher'.

Our contact details are located at the end of this FSG. If an Authorised Representative is your broker, their details will appear in the Authorised Representative Schedule.

We are also part of a group of international companies owned by Arthur J. Gallagher & Co (**Gallagher Group**). The Gallagher Group is one of the world's leading providers of insurance broking, risk management and consulting services. The parent company, Arthur J. Gallagher & Co., was founded in the United States in 1927 and is listed on the New York Stock Exchange.

In Australia, the Gallagher Group also includes related service providers such as:

- Elantis Premium Funding Limited trading as Monument Premium Funding ABN 20 002 543 606 (**Monument**), which provides premium funding and other credit services.
- MA Underwriting Pty Ltd ABN 29 138 182 288 (**MA Underwriting**) which binds insurance products under a Corporate Authorised Representative arrangement with a local insurer (Representative number 435171).
- Pen Underwriting Pty Ltd ABN 89 113 929 516, AFSL No. 290518 and Pen Underwriting Group Pty Ltd ABN 80 082 459 372, AFSL 238170 (**Pen**), Australian underwriting agencies providing access to both the Lloyd's market and local insurers.

For further information about our related entities please visit:

[www.ajg.com.au/arthur-j-gallagher-co](http://www.ajg.com.au/arthur-j-gallagher-co).

### About Us

We have an extensive national broking network in metropolitan and regional Australian locations providing broking solutions to a wide range of clients from small to medium enterprises through to large multi-national corporations, as well as affinity partners and associations.

We aim to deliver on our aspiration 'to position you to financially survive any insurable event' through:

- maintaining local relationships with our clients;
- leveraging our national and trans-Tasman influence with insurance companies to negotiate better deals and more coverage options;
- providing you with 24/7 support and the experience of our dedicated national claims team; and
- making the most of our global capability of industry-specific experts and offshore markets for your benefit.

### Our services

Gallagher holds an Australian Financial Services Licence under the Corporation Act which authorises us to:

- deal in (including to issue and arrange for others to deal in), and provide personal and general advice concerning:
  - a) general insurance products
  - b) Interests in managed investment schemes excluding investor directed portfolio services (limited to mutual risk products);

- c) Financial products limited to miscellaneous financial risk products (mutual risk products and business risk products); and
  - d) Derivatives restricted to derivatives utilised for the management of financial risk (hedging) which only have the purposes of managing or mitigation of the financial consequences of a particular event happening
- Operate custodial or depository services other than investor directed portfolio services; and
  - Provide claims handling and settling services.

We are committed to providing sound advice based on our market knowledge including:

- investigating and analysing your insurance needs;
- providing information or advice about insurance or miscellaneous financial risk product solutions that may be appropriate for you;
- arranging, varying and renewing your insurance policies;
- helping you deal with your insurer in the event of a claim; and
- providing other risk management services.

### Our relationship with you

As general insurance brokers, we normally act as your agent when dealing with insurers. When you do business with us, you will usually deal with our employees, however you may also deal with one of our "Authorised Representatives" or "Distributors".

Authorised Representatives are third parties whom we have authorised to provide financial services on our behalf. When you are dealing with one of our Authorised Representatives in relation to a retail product, you will also receive an Authorised Representative Schedule which forms part of this FSG. This schedule will contain Company details, information about the Authorised Representative's industry experience, and services they are authorised to provide.

Distributors are third parties who we have authorised to deal in specific insurance products on our behalf. They can only provide factual information and are not authorised to provide any advice.

### Our Authorised Representatives and Distributors are not employees.

### Acting for Insurers

In some circumstances we may have an agreement with an Insurer to act as their agent. This may be under a binder arrangement which allows us to offer, vary or cancel policies and manage claims on their behalf without reference to them, provided it is within the authority they have given us.

If we are given a 'binding authority' from an insurer, it means we are acting in the interest of the Insurer and we are not acting on your behalf and you will need to determine the appropriateness of the insurance cover to your needs. We will clearly advise you when we act for an Insurer and not for you.

### Our advice

When we provide you with advice this may be general advice or personal advice.

If we provide you with general advice we may give an opinion about a product which is not based on a detailed consideration of your individual needs, objectives or financial situation. When giving general advice, we will give a warning that you should read the relevant PDS and/or policy wording in full and consider whether the insurance product in question is appropriate for your circumstances.

If we provide you with personal advice, we will review and consider your individual circumstances before providing our advice. We may also provide you with a PDS and/or policy wording and a SOA (if required). You should read these documents carefully before acting on our advice.

If we provide you with personal advice in respect of a personal accident and illness policy and we do not provide you with a SOA in respect of your renewal, you may request a Record Of Advice (ROA) at any time up to 7 years after the advice was provided by calling your broker, your nearest branch or our Toll Free Client Inquiry Line, **1800 240 432**.

### Our relationship with insurers

We work closely with a range of insurers and underwriting agencies to arrange high quality benefits, competitive pricing and superior service levels for our clients. Wherever possible we will recommend you deal with insurers that are authorised under the Insurance Act 1973 (Cth) to carry on insurance business in Australia. Such insurers are subject to oversight by the Australian Prudential Regulation Authority (APRA). We will warn you when we recommend an unauthorised foreign insurer.

Please note that we cannot guarantee the availability of cover for your particular risks or the solvency of any insurer.

### How we can receive your instructions

In order for us to act on your behalf you must provide us with instructions and other information about the services you require. You can give us instructions using the contact details at the end of this FSG or directly to your broker or Authorised Representative as described in the relevant Authorised Representative Schedule. In some circumstances it may be necessary for you to give us instructions in writing. We will tell you when this is the case.

### Cooling off period

If you decide that you do not require the insurance policy we have recommended, you have 14 days (or longer if the insurer allows it) from the earlier of the date you receive confirmation of the insurance contract and the date it was arranged, to change your mind. Check the Product Disclosure Statement and/or the product issuer's policy wording for details. If you do not want the insurance, you must tell us in writing that you wish to return the insurance contract and have the premium refunded. If you do so the insurance contract will be terminated from the time your insurer was notified. The insurer may retain its reasonable administration and transaction costs and a short-term premium. You cannot return the contract of insurance if it has already expired or if you have already made a claim against it.

### Waiver of rights and disclaimers

Some insurance policies limit or exclude claims where the insured has limited or waived their right to recover a loss from the person who was responsible for causing the loss. You should not sign any agreement that modifies or limits your rights of recovery from another party. You should always seek professional advice before signing such a disclaimer. Whenever you are asked to sign such a disclaimer you should seek advice first.

### Important relationships and conflicts of interest

In some cases we may refer or advise you to use the services of other companies in the Gallagher Group both in Australia and overseas. All negotiations with other companies in the Gallagher Group are carried out at an arm's length as if we were conducting business with an unrelated third party.

We have a preferred panel of insurers with which we place business and we work closely with these insurers to ensure our clients receive high quality product benefits, competitive pricing and appropriate service levels.

Where there are potential conflicts of interest in our remuneration arrangements or in our dealings with related parties, they are managed in accordance with our Conflicts of Interest Policy which all staff and representatives must comply with.

Offshore Market Placements (Australia) (OMP) is an underwriting agency which is owned by and operates under the Arthur J. Gallagher & Co (Aus) Limited AFSL. OMP provides access to both the Lloyd's market and local insurers.

We may place your insurance through OMP. Any placement will be on arm's-length terms but in effecting the contract of insurance we will be acting under a binding authority granted to us by the insurer. We will be effecting the contract of insurance as agents of the insurer and not you as the insured and will receive commission from OMP's insurer partners as payment for the placement of the policy.

## Our remuneration, including how we and our representatives are paid

### Commissions and professional broking fees

Typically, we will charge you a professional broking fee or obtain a commission from the insurer based on the service we provide. We may sometimes also receive both a broking fee and commission. Our professional fees will vary depending on the level of service we provide and whether we also receive a commission.

The amount of commission varies depending on the market and the risk, but is generally calculated at a rate that is between 0% and 40% of the insurer's base premium (i.e. excluding government charges, taxes, fees or levies). Often an insurer will agree to pay us by allowing us to deduct the value of the commission from the premium paid by you before we pass the balance of the premium on to the insurer.

We may also charge separate broking administration fees to cover any related administration and processing costs. Our fees vary depending on the costs associated with providing the services you require. Where applicable, our broking administration fees will be detailed on your invoice, and provided to you at the time you receive advice or as soon as practical after that time.

Our remuneration is payable on the terms of our invoice and is considered fully earned at the time that we issue the invoice. If your insurance contract is cancelled or varied before the expiry of the period of insurance, you will be paid any refunded pro-rata premium received from the insurer. We will retain all of our commission, fees and other remuneration in full in the event of any early cancellation or variation of your insurance contract or adjustment of premium. We may charge an additional fee for processing your request to cancel or vary your insurance contract and you agree that this fee may be offset against any premium pro-rata refund you are entitled to.

### How we remunerate our employees

Our remuneration arrangements provide incentives to our employed brokers to ensure our clients receive practical and effective advice and service. Our employees receive a salary and may also receive a performance bonus based on both the value and quality of the work they do for our clients. In limited circumstances, some employees may also receive additional payments related to clients they have referred to a third party.

From time to time, our employees may also be invited to an annual conference, receive sponsorship for conferences, functions, meals or other non-monetary benefits from external parties such as insurers, underwriting agencies or reinsurers. You do not bear the cost of sending our employees to these events and such relationships are managed under our Conflicts of Interest Policy.

### How we remunerate our Authorised Representatives and Distributors

If your broker is an Authorised Representative, he or she is generally paid a retainer fee that may also be supplemented by an additional payment based on performance. Any additional payment will be calculated on the level of the retainer and will be between 5% and 60% of the commission we receive in respect of business arranged or serviced by the Authorised Representative. Alternatively, the Authorised Representative may be paid a flat recurring fee.

If an Authorised Representative provides you with personal advice, additional information explaining how they are remunerated will be included in the Authorised Representative Schedule.

Distributors do not receive a salary. Instead they may be paid a percentage of the commission and/or other part of remuneration for the financial services they provide.

### Remuneration arrangements within the Gallagher Group

If we recommend a product or service of a company in the Gallagher Group or refer you to another company within the Gallagher Group, we may receive benefits as a result of the referral or the business you subsequently do with that company. The benefits may include:

- If we refer you to Monument, we may receive a commission of up to a maximum of 5% of any funding provided by Monument. We may also be entitled to a bonus paid as a percentage of the premiums funded and a share of Monument's profit.
- If we recommend a product offered by Pen, MA Underwriting or any other company within the Gallagher Group, the company may pay us an annual bonus based on premium growth and/or a payment based on the profitability of the products we recommend to you. These payments will be in addition to any commissions the company may pay us and any service or other fees we may charge you.
- If we refer you to Gallagher Benefit Services (ABN 49 611 343 803), we may receive a commission of up to 25% of the income generated in the first 12 months following the referral. We may share up to two-thirds of this amount with the employee who makes the referral.

### Remuneration from other relationships

We sometimes enter into specific arrangements with a limited number of insurers where we receive fees or other remuneration for the development of insurance solutions or the growth of various insurance portfolios. The remuneration we receive from these arrangements:

- may be variable and determined by a percentage of the premiums applying to a portfolio or the profitability of the recommended insurance products; or
- The remuneration may be fixed and based on the delivery of agreed objectives, including for administration and other services which are aimed at enhancing the development and provision of products and services for your benefit.

### Referral fees paid to third parties

If you were referred to us by a third party, we may pay the referrer a referral fee. This fee is calculated as a percentage of the commission earned from the referral and can be up to 50% of the commissions we receive. This is a separate payment that we make to the referrer and does not increase the amount you pay for your insurance cover.

### How detailed information about remuneration will be provided to you if personal advice is provided

If your broker provides you with personal advice in respect of a retail product, they will give you documents explaining what fees, commissions, benefits, bonuses, payments to third parties or other remuneration will be paid or received in relation to their advice, if you accept it. This information will be provided at the time the advice is provided or as soon as practical after that time.

### Invoices

We will invoice you for the premium (which may include our commission), relevant statutory charges (including GST) and any fee we charge you for arranging your insurance cover. You must pay us by the due date shown on the invoice.

Your payment of the invoice issued is treated as acceptance of all of the terms and conditions of the associated insurance policy.

Once you have paid an invoice, we hold the premium you pay on trust for you until we pass it on to the insurer. If there is any delay between you paying an invoice and us passing your premium on to the insurer, we may retain any interest earned on the premium during that period. Where a premium remains unpaid, an insurer may have the right to cancel the policy and you may not be insured. The insurer may also charge a premium for the time on risk.

If the premium remains unpaid, your broker may contact the insurer and the insurer may cancel your policy.

### Billing

Check your invoice for payment options. Please note that a surcharge may be applied to payments made by credit card. The surcharge applied passes on the charges that are incurred by Gallagher. The surcharge may change from time to time to reflect changes in the charges that we incur.

Your broker may be able to arrange for you to pay your premium in instalments. Instalment billing is not always available and there is usually a charge for this service. To discuss this option please contact your broker for details.

#### Questions about invoices, fees, commissions and other remuneration

If you have any questions, or if you want more information about how we or our Authorised Representatives are paid, please ask your broker or call your local branch.

#### Automatic renewals

If necessary we will automatically renew your existing policy with your current insurer as per expiring policy details to make sure that you remain protected in circumstances where we are unable to contact you to obtain instructions.

### Additional Important Information

#### Misstatement of Premium

We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however occasionally unintentional errors can occur. In the event, that an amount has been misstated, we reserve the right to correct the amount. Where permitted by law, you shall not hold us responsible for any loss that you may suffer as a result of any such misstatement.

#### Professional indemnity insurance cover

We maintain appropriate professional indemnity insurance (PI Insurance) which meets the requirements of section 912B of the Corporations Act 2001 (Cth). Our PI Insurance extends to claims in relation to negligent advice provided by our current and former employees and Authorised Representatives. It is important to understand that our PI Insurance is subject to the terms and conditions of the relevant PI Insurance policies.

#### NIBA Code of Practice

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

The Code sets out standards for Brokers to follow when dealing with clients including requirements to inform clients of remuneration arrangements and any conflict of interest. A copy of the code can be obtained from the NIBA website: [www.niba.com.au](http://www.niba.com.au).

#### Complaints and dispute resolution procedures

We are committed to providing quality services to our clients. This commitment also extends to giving you easy access to people and processes that can resolve a service issue or complaint.

If you are concerned about the services provided by us, any product we have arranged or how we have handled your Personal Information, please contact your broker or the branch manager of your local branch. We will acknowledge your complaint immediately in writing or by telephone.

If, within 5 days, your broker or the relevant branch manager is unable to resolve your complaint to your satisfaction, the matter will be referred to the Gallagher Risk & Compliance Team who can be contacted directly on:

Email: [privacy@ajg.com.au](mailto:privacy@ajg.com.au) (for privacy related complaints) or [complaints@ajg.com.au](mailto:complaints@ajg.com.au) (for any other complaints)

Telephone: 1800 068 000

If your complaint is referred to the Risk & Compliance Team, we will acknowledge receipt of your complaint in writing within 1 business day.

We will then investigate the matter and attempt to resolve your complaint in accordance with our Disputes and Complaints Management Policy. We will advise you of the outcome of our review of your complaint within 30 days of when you first made your complaint.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

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

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

Telephone: 1800 931 678 (free call)

in writing to: **Australian Financial Complaints Authority**  
GPO Box 3, Melbourne VIC 3001

AFCA is an independent external dispute resolution body approved by the Australia Securities and Investment Commission. AFCA resolves disputes at no charge to you and has the authority to deal with certain financial services disputes within its Terms of Reference.

For further information about how we handle complaints or disputes please contact your broker, or Authorised Representative or visit our website: [www.ajg.com.au](http://www.ajg.com.au).

#### Privacy

We are committed to protecting your personal and sensitive information (together referred to as Personal Information). When we collect, hold, use, disclose, or otherwise handle your Personal Information we must comply with the Privacy Act 1988 (Cth), which includes the Australian Privacy Principles.

**We collect, hold, use and handle your Personal Information to perform our functions of providing, managing and administering the insurance broking, risk management and consulting services outlined in this FSG. If you do not supply the Personal Information we request, we may not be able to provide our services to you. For example, we may not be able to arrange insurance cover or manage your claim.**

We provide your Personal Information to insurers or insurance intermediaries to allow them to determine whether to insure you and if so on what terms.

In facilitating the services outlined in this FSG, we may also need to provide your Personal Information to our outsourced providers. Occasionally this may involve providing your Personal Information to overseas recipients located in the United States of America, the United Kingdom, New Zealand, Singapore or India. Prior to disclosing your information to overseas recipients, we will, where required by law, take steps to ensure that the recipient does not breach the Privacy Act 1988 (Cth) and has sufficient practices and processes to protect your Personal Information.

#### Your consent and opting out

From time to time and where we are permitted by law to do so, we may also use or disclose your Personal Information for the purpose of marketing our services, or the products and services of related entities and third parties, to you. Please tell us if you do not want us to use or disclose your Personal Information for marketing purposes. To nominate preferred days and times for receiving marketing calls or to opt-out of receiving marketing information altogether, please email us at [privacy@ajg.com.au](mailto:privacy@ajg.com.au) or telephone your broker, your nearest branch or our Toll Free Client Inquiry Line, 1800 240 432.

#### More Information, Correction and complaints

For detailed information about how we handle your Personal Information, please see our Privacy Statement which is available on our website, [www.ajg.com.au](http://www.ajg.com.au) or by calling your local branch. Our Privacy Statement also contains information about how you may access, update and correct the Personal Information you have provided to us or how you may make complaints in relation to the handling of your Personal Information and how we will deal with your complaint.

### Your Duty of Disclosure and when we rely on you

#### We rely on you

It is important you understand that we will rely on the accuracy and completeness of the information you provide to us.

We do not independently verify the information you provide before sending it to the insurer.

### Keeping your information up to date

Once your insurance cover has commenced, you should tell your broker about any changes to your circumstances when they occur. This will allow us to ensure your cover remains appropriate.

### Duty not to misrepresent

There are specific duties that apply to you when you enter into, vary or extend a consumer insurance contract which is obtained wholly or predominantly for your personal, domestic or household purposes eg domestic car, house, travel or accident & illness insurance.

You have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and providing the insurer with information. Before you enter into, vary or extend a consumer insurance contract, the insurer will ask you questions that are relevant to the insurer's decision to insure you and on what terms.

You must take reasonable care not to make a misrepresentation to the insurer when answering those questions. A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. It is important that you answer these questions fully and accurately, to the best of your knowledge.

When answering the insurer's questions:

- take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

If you do not take reasonable care not to make a misrepresentation to the insurer, the insurer may cancel your contract, or deny or reduce the amount the insurer will pay you for a claim, in accordance with the insurer's rights at law.

If you are unsure about your duties to the insurer or you need additional assistance, contact your broker.

### Your duty of disclosure

Before you enter into an insurance contract which is not a consumer insurance contract (as that term is defined in the Insurance Contracts Act 1984), you have a duty under the Insurance Contracts Act 1984 to tell 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.

At renewal, the Insurer may ask you to advise it of any changes to something you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise the Insurer if there has been a change. If you do not tell the insurer about a change, you will be taken to have told the Insurer there is no change.

You do not need to tell the Insurer anything that

- reduces the risk the Insurer insures you for;
- is common knowledge; or
- the Insurer knows or should know as an insurer;
- the Insurer waived your duty to tell it about.

### Non-disclosure

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

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Gallagher broker.

### People you represent

You must make sure you explain the Duty of Disclosure or Duty not to misrepresent to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure or Duty not to misrepresent to them directly.

### Contact your broker

If you are unclear about your Duty of Disclosure or Duty not to misrepresent or require more information about how to comply with your Duty of Disclosure or Duty not to misrepresent, please refer to the information provided by the relevant insurer in relation to your Duty of Disclosure in the relevant PDS or policy wording. Alternatively, you can call your broker, your nearest branch or our Toll Free Client Inquiry Line, **1800 240 432**.

### Contact details

This FSG was prepared on 5 October 2021 and is issued by:

**Arthur J. Gallagher & Co (Aus) Limited**, ABN 34 005 543 920, AFSL No. 238312 of L12, 80 Pacific Highway, North Sydney NSW 2060

### Changes to this FSG

Information in this document may change from time to time. We may make such changes by amending the FSG and publishing an updated version on our website. You may also obtain a printed copy of the updated information by calling your broker, your nearest branch or our Toll Free Client Inquiry Line, **1800 240 432**.