



# LGIS– OUR COMMITMENT TO YOU

## And JLT Financial Services Guide

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## What You Will Find Inside

This Document provides you with a range of information you may need to know about the services JLT Risk Solutions ABN 69 009 098 864 AFSL 226 827 ('JLT') provides for you, whether as the scheme manager for the self-insurance scheme known as LGISWA, or as an insurance broker. With effect from 1 April 2019, JLT is part of the Marsh & McLennan companies (MMC) group of companies (The Group). JLT provides services to you under its current AFSL.

As an insurance broker, JLT trades as LGIS Insurance Broking ('LGISIB'), which is the trading name of the joint venture in place between JLT and the WA Local Government Association ('WALGA') under which JLT is the appointed broker for WALGA.

Where we use the term 'LGIS', we are referring to JLT's roles collectively (i.e. as either scheme manager or insurance broker).

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 coverage most suited to your needs
- how to make a claim
- our work to ensure your privacy and the security of your coverage
- 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 excellent service and comprehensive coverage advice.

## Where to find further information

You can find further information about LGISWA on the LGISWA website ([www.lgiswa.com.au](http://www.lgiswa.com.au)) or by contacting your account manager. Copies of the latest LGISWA Annual Financial Report and any other relevant publications can also be found on the LGISWA website.

You can find further information about JLT on our website at <https://www.jltpublicsector.com/home.html>.

## How you can contact us about your coverage 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 account manager to arrange your preferred method of contact.

# Working For You

## Our commitment to you

We are committed to providing you with the highest quality of service and the combination of coverage and related products and services most suited to your needs. In the provision of our coverage 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 you.

## 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:

### LGISWA Products / Services

- Protection for civil liability exposures including casual hirers liability, pollution legal liability, airport owners and operators liability and Crime
- Protection for Property
- Workers compensation protection
- Protection for volunteer fire fighters

### LGISIB Products /Services

- Aviation liability insurance
- Statutory liability
- Event cancellation
- Environmental impairment liability
- Income protection
- Employment practices liability (section of the management liability insurance policy)
- Construction risks
- Crime
- Councillors and officers cover(section of the management liability insurance policy)
- Inpatriat medical insurance
- Journey injury top-up cover
- Marine hull
- Transit insurance
- Personal accident and sickness
- Salary continuance
- Motor vehicle and plant insurance
- Corporate travel
- Cyber

## LGIS 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 account manager 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 LGISIB 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 account manager know if you have any concerns.

## LGIS 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 account manager 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 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

JLT 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 JLT does not guarantee the solvency of any insuring entity or its ability or willingness to pay claims, return premiums or other financial obligations.

Our Market Information Group (MIG) is responsible for following and analysing the financial condition of the insurance companies with which JLT places business. MIG analyses public financial information.

In circumstances where we provide a client with a quote from an insurer below our 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).

## LGISWA Claims Services

As the LGISWA scheme manager, JLT handles all LGISWA claims, with each loss reported by a Member 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.

# Our Remuneration

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

### LGIS insurance broking

As an insurance broker, there are several ways JLT 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, business of MMC 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.

### LGISWA scheme

#### JLT as manager of LGISWA

Where JLT act as managers of the LGISWA, we receive an annual fee from the funds of the scheme, reviewed annually by WALGA, and negotiated according to the services to be provided.

#### WALGA

WALGA is paid an annual fee from the funds of the scheme, reviewed annually by WALGA. The annual fee covers WALGA's responsibility for the establishment and management of the scheme, including the provision of human resource services such as supervisory, administrative, industrial, publicity and other advisory services to JLT and Members, and the responsibilities vested in members of the Board.

#### LGISWA Board Remuneration and Reimbursement

Members of the LGISWA Board are paid sitting fees, compulsory superannuation, travelling expenses and other out of pocket expenses from the funds of the scheme, as determined from time to time by WALGA.

## 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.

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.

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

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.

### Victor Insurance Pty Ltd - Underwriting Agency

JLT has a relationship with Victor Insurance Pty Ltd ABN 11 146 607 838 (referred to in this FSG as "Victor"). Victor is an underwriting agency authorised to write business on behalf of the insurer. Victor is a business of Marsh & McLennan Companies (MMC). As an underwriting agency Victor receives commission paid to Victor 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. Victor 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 Victor.

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

JLT Group Services Pty Limited ABN 26 004 485 214, AFS Licence 417964 (JGS) is a related entity of JLT. JGS is the Trustee of the Discretionary Trust Arrangements (the DT Arrangements) under various Trust Deeds and manages the DT Arrangements. JGS issues the DT 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 DT 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 DT Arrangements in relation to the insurance cover under the DT Arrangement.

As issuer of the DT Arrangements, JGS will charge you a contribution to become a member of a DT 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 DT Arrangement; and
3. must be paid before you can become a member of the DT Arrangement.

### Echelon Australia Pty Ltd

Echelon Australia Pty Ltd ABN 96 085 720 056 (Echelon) is 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 related entity of JLT. 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.

# 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 the LGISWA website at [www.lgiswa.com.au](http://www.lgiswa.com.au) or contact your account manager.

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 account manager for information.

## Confirming your transaction

We would be pleased to confirm any details about your insurance policies and transactions. Please contact your account manager 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 Group which is able to perform the services in accordance with this document.

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

## Governing Law and Jurisdiction, Sanctions

These terms of engagement, and the services provided under them, shall be governed by the laws of Western Australia, and any dispute shall be submitted to the exclusive jurisdiction of the courts of Western Australia and those courts having rights to hear appeals from them.

Any provision of this engagement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. This does not invalidate the remaining provisions of the engagement nor does it affect the validity or enforceability of that provision in any other jurisdiction. JLT 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 JLT 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.

## Limitation of Liability

1. In no event shall either party to this engagement be liable for any: (a) indirect; (b) incidental; (c) special; (d) Consequential loss; (e) any loss of profits (other than that derived from JLT'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 JLT and/or JLT's Associated Entities and their representatives (including but not limited to JLT'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.
2. The aggregate liability of JLT and the Relevant Persons combined, arising out of or in connection with the provision of Services shall not exceed AUD\$50 million.
3. The provisions in clauses 1 and 2 apply to the fullest extent permitted by applicable law for all events giving rise to any liability on JLT'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 JLT and/or the Relevant Persons.
4. The provisions in clause 2 do not apply in relation to any Services supplied to you as a Retail Client.
5. JLT'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, JLT'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.
6. You will and you will further ensure that any entities for which you act as representative in relation to the Services performed by JLT indemnifies JLT and the Relevant Persons against all demands, claims, proceedings, costs or damages made against JLT by a third party connected with the Services.
7. JLT is not liable to you in respect of loss or damage caused by any matter beyond JLT's reasonable control.

8. JLT and its JLT's 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 JLT holds client funds on trust pursuant to s981B Corporations Act 2001 (Cth).
9. The benefit of the rights provided in this clause to Relevant Persons is also held on trust by JLT for the Relevant Persons.
10. In this limitation of liability section, "Services" means, any and all services provided to you or your Associated Entities by JLT or any JLT Associated Entities under this FSG and includes any additional services and any amendments, variations or additions to those services whether expressly or impliedly agreed;

## 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.

You acknowledge that this duty is not limited to answering specific questions that may be asked by JLT 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.

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 LGIS may offer you information about products and services which may be of interest to you. Just let your account manager 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 a different account manager 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 the LGIS Privacy Policy on the LGISWA website at [www.lgiswa.com.au](http://www.lgiswa.com.au), or by obtaining a copy from your account manager 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 account manager.

## 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 account manager in the first instance. Alternatively, you can refer it directly to JLT's Complaints Manager in writing, or by telephone at:

JLT Risk Solutions Pty Ltd  
Level 19, One International Towers, 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.

JLT is a member of the National Insurance Brokers Association (NIBA) and subscribes 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 Australian Financial Complaints Authority (AFCA) (1800 931 678) – a free service for consumers. If you are dissatisfied with the way in which your complaint is handled by JLT, you can refer your complaint to AFCA. The matter will then be referred by AFCA 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 ACCOUNT MANAGER.**

## Contact Details

### For general enquiries:

JLT Risk Solutions Pty Ltd  
Level 19, One International Towers, Sydney NSW 2000  
Tel: +61 2 9290 8000 | Fax: +61 2 9299 7280  
<https://www.jltpublicsector.com/home.html>  
ABN 69 009 098 864 | AFS Licence No: 226827

### For LGIS enquiries:

LGIS Postal address  
PO Box 1003  
West Perth WA 6872

LGIS Street address  
Level 3, 170 Railway Parade  
West Leederville WA 6007

Tel: +61 8 9483 8888 | Fax: +61 8 9483 8898  
[admin@lgiswa.com.au](mailto:admin@lgiswa.com.au)

