MEMBER SERVICE CHARTER
July 2020
# CONTENTS

LGIS MEMBER SERVICE CHARTER .......................................................................................... 2  
About LGIS ......................................................................................................................... 2  
Our structure ....................................................................................................................... 3  
Our purpose statement ....................................................................................................... 4  
Our member value proposition ......................................................................................... 4  
Our core values .................................................................................................................. 4  
Our strategic result areas ................................................................................................. 4  

COLLECTION STATEMENT .......................................................................................... 8  

PRIVACY POLICY ......................................................................................................... 9  

FINANCIAL SERVICES GUIDE .................................................................................. 12  
What you will find inside .................................................................................................. 12  
Working For You ............................................................................................................. 13  
LGIS Insurance broking: How it works for you ............................................................... 14  
LGIS Claims services: How they work for you ............................................................... 14  
Our remuneration ............................................................................................................ 16  
Information concerning our retail clients ....................................................................... 18  
Important terms of our agreement with you ................................................................. 19  
Other important information ......................................................................................... 20  
Contact details ............................................................................................................... 22
LGIS MEMBER SERVICE CHARTER

Our members are at the heart of LGIS; it’s only through working together that we can successfully protect WA local governments and their communities. This document, and the service promise within it, is integral to us delivering on our commitment to work together with our members.

This Member Service Charter encapsulates our commitment to deliver high level service anchored in our in-depth knowledge of local government. All our employees, volunteers and contractors are expected to adhere to this charter.

This document comprehensively covers our service commitment and includes key elements which all members are encouraged to be familiar with. These are:

- LGIS Collection Statement
- LGIS Privacy Policy
- LGIS Financial Services Guide

ABOUT LGIS

At LGIS, protecting local government is what we do. West Australian local governments are our sole focus and we’ve stood by our members through thick and thin, working together to ensure the ongoing protection of local communities.

We have managed the WA local government self-insurance scheme, provided insurance broking and other related services, for over two decades - giving members the confidence that they have the best and most appropriate protection and risk services.

We are proud of the service that we provide and strive to achieve the best possible outcomes for our West Australian local government members. We work together to build strong relationships, and validate our position as the protection and risk services partner of choice for WA local government.

For more information about LGIS please contact us on the details below:

Website    lgiswa.com.au
Phone      08 9483 8888
Email      admin@lgiswa.com.au
Fax        08 9483 8898
Write to us:  PO Box address
              PO Box 1003
              WEST PERTH WA 6872
              Street address
              Level 3, 170 Railway Parade
              WEST LEEDERVILLE WA 6007
OUR STRUCTURE

JLT Risk Solutions Pty Ltd (ABN 69 009 098 864, AFS licence number 22827) (JLT or JLT Public Sector) have been appointed, by the WA Local Government Association (WALGA) as the scheme manager for the self-insurance scheme known as LGIS WA.

The diagram below illustrates that WALGA has appointed JLT as the scheme manager and have also appointed a Board of Directors, the majority of who are local government representatives, to oversee the strategic management of the scheme.

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 WALGA under which JLT is appointed broker for local government by WALGA.

Where we use the term ‘LGIS’, we are referring to JLT’s roles collectively (i.e as either scheme manager or insurance broker).
OUR PURPOSE STATEMENT
We help our members to build better communities by containing costs, providing the best cover and helping them manage risks, through a member-owned mutual insurance model.

OUR MEMBER VALUE PROPOSITION
LGIS is WA local governments working together
- We make sure that our members have the best cover and if disaster strikes we get the member, and their community, back on their feet as soon as possible.
- We understand local government and we’re here for the long term to share knowledge and tailor services to minimise the total cost for our membership.

OUR CORE VALUES
- **Member Collaboration** - We are committed to local government and work closely with our members to achieve tailored risk solutions
- **Teamwork** - We are one team, working together to achieve results through mutual respect and trust
- **Innovation** - We are focused on continuous improvement to meet the changing needs of our members
- **Reliability** - We are inclusive, act with integrity and are consistent in everything we do

OUR STRATEGIC RESULT AREAS
We’ve identified five broad areas of focus in which we must excel in order to fulfil our Purpose. They are:
- Member engagement (the members)
- Financial governance and management (the finances)
- Member protection (the cover)
- Corporate governance and business excellence (the business)
- Services focused on driving down events/claims that force up the cost of cover (the services)
Member service principles
We are committed to providing a high standard of service based on the following member service principles.

Communication
We will communicate openly and efficiently so you receive clear and accurate information and advice.

Responsiveness
We will respond to you in a reliable and timely manner.

Respect
We will manage your request or claim in an honest, respectful, fair, and transparent manner.

Accountability
We will accept responsibility for our actions, and will act to correct an error or mistake when it occurs.

Continuous improvement
We will seek to continually improve the efficiency and effectiveness of our services.

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

Our consultants 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.

We aim to:
- answer telephone calls promptly or give you an opportunity to leave a voice message;
- respond by the end of the next working day if you request a call back;
- respond to verbal queries within two working days;
- acknowledge receipt of written queries within one working day; and
- where a complaint is received, take active steps to resolve the issue and advise you of the outcome.

Customer service standards
We endeavour to:
- Listen carefully to what you have to say.
- Treat you with courtesy and respect.
- Follow through on commitments we make.
- Provide clear and concise information and advice.
- Seek to resolve requests in the first instance.
- Value and encourage your feedback.
- Take complaints seriously and provide a resolution or response.
- Provide you with the name and contact details of the consultant dealing with your issue.
How you can help us

We are committed to our member service principles and there are a number of obligations required of our members.

We ask that you:

- Treat our staff with respect and courtesy.
- Provide us with accurate and factual information so we can respond appropriately to your inquiry.
- Attend medical examinations and settlement conferences as required.
- Provide current contact details and advise us if they change.
- Advise us as soon as something occurs and act to preserve as much information and evidence as possible.
- Provide us with feedback so we can deliver better services and programs.
- Contact us as soon as possible about your concerns.

Unacceptable behaviours

As we treat you with courtesy and respect we will not accept:

- any act of written or verbal abuse, including those of a discriminatory nature
- threatening behaviour or intimidation
- serious or persistent harassment; and
- behaviour that causes anyone to feel upset, threatened, frightened or physically at risk.

Feedback

Feedback gives LGIS the opportunity to review our practices and service delivery. Your feedback may involve our employees, contractors, service providers or the services we provide. Please provide your feedback directly to the consultant that you’ve been dealing with.

If you wish to make a complaint we have developed a complaint resolution process to make voicing your concerns simple, ensuring a resolution is reached quickly and fairly. Complicated issues may take longer to resolve.

If you would like to make a complaint, first raise the issue in a civil manner with the person or division providing the service.

You are also welcome to lodge your complaint directly to LGIS via email or post.

We will investigate the complaint impartially and respond to your concerns.

When we receive your complaint we will:

- acknowledge that we have received your complaint
- listen to your concerns and treat your complaints with the utmost confidentiality
- treat you with courtesy and respect
- examine your complaint impartially
- inform you and the relevant staff of what we found
- tell you about any action we have taken
- use your complaint to help improve our products or services
Steps to make a complaint

Step 1: Go local first
In the first instance talk to the person that you’ve been dealing with. On many occasions the issue can be quickly and easily resolved by the employee your been dealing with – they’ll be familiar with the issues and are often in the best position to help.

Step 2: Taking the complaint further
If you are not satisfied with our response to your complaint we will review it internally. This could involve a different consultant reviewing the complaint.

Step 3: Tell us what you want
Indicate what you think should be done to put things right.

Step 4: Act quickly
Make your complaint as soon as possible. The longer you wait the less clear facts can become and the harder it will be to find a solution.

Step 5: Make it clear
Try to summarise exactly what your complaint is. If detail is necessary, set out the order of things that happened, preferably with dates, and descriptions of incidents of phone calls, letter or meetings.

Step 6: Tackle the problem, not the person
Politeness always helps. LGIS staff are professionals who take pride in their work. The issue of your complaint may arise from an innocent mistake or oversight that can be fixed.

Complaints may be sent to:
Post: PO Box 1003
       West Perth WA 6872
Phone: 9483 8888
Fax: 9483 8898
Email: admin@lgiswa.com.au

Request a claim review
You may want a decision on a claim to be reviewed even though you do not have a complaint with the handling of the claim. This may be because you have new information regarding the claim which you believe may change the decision.

Please contact the person handling your claim to request a review.

Seeking further assistance or action
If you are still unhappy you can ask for LGIS to review the complaint and the outcomes.
COLLECTION STATEMENT

In accordance with the Privacy Act 1988 (and subsequent amendments), we, JLT Risk Solutions Pty Ltd (ABN 69 009 098 864, AFS licence number 226827) (‘JLT’), being an insurance broker and the managing body for LGISWA, draw your attention to the following:

1. We may collect personal information about you by means of documents as issued from time to time.

2. We are collecting the information principally for the purpose of assessing and advising you on your insurance needs, claims handling or risk management (depending on your requirements) and/or for the proper performance of our role as the managing body for LGISWA. Other purposes include providing you with information about other JLT products or services and administering payments to you. If you are proposing for or renewing insurance, the information is required pursuant to your duty of disclosure under the Insurance Contracts Act 1984, the Marine Insurance Act 1909 or at common law.

3. The information we collect may be disclosed to third parties including but not limited to (re)insurers, insurance intermediaries, service providers, finance providers, advisers, agents and JLT related Group companies.

4. Your personal information may be sent to our administrative processing centre(s) in Mumbai (India), and/or Kuala Lumpur (Malaysia) and to other JLT Group companies, insurers, reinsurers and other third party service providers (e.g. data storage providers) in the United Kingdom, Singapore, Hong Kong, the United States of America and elsewhere.

5. If you provide us with personal information about other individuals, you must ensure that those persons have been made aware of the above matters. Where the information collected relates to health, criminal record or other sensitive information as defined in the Privacy Act 1988, you must obtain it with the individual’s consent. We will use and disclose your personal information in accordance with the LGIS Privacy Policy.

Our Privacy Policy can be accessed on the LGISWA website (www.lgiswa.com.au). For further information contact either your account manager or the JLT Privacy Officer:

JLT Risk Solutions Pty Ltd Level 19, 100 Barangaroo Avenue, Sydney NSW 2000 Phone: +61 2 9290 8000
PRIVACY POLICY

JLT Risk Solutions Pty Ltd (ABN 69 009 098 864 AFS licence number 226827) (‘JLT’) is an insurance broker and is the scheme manager for LGISWA. JLT Risk Solutions Pty Ltd and its subsidiaries and related entities (‘JLT’) are committed to the protection of your personal information. JLT is subject to the Australian Privacy Principles (APPs) under the Privacy Act 1988 (and subsequent amendments). The APPs govern the way we collect, use, disclose and secure personal information. They also permit you to access the information we hold about you in order to correct or update it. Such information may be held on JLT’s behalf by its agents or other service providers that we may appoint.

As it is impractical for us to deal with you unless you have identified yourself you are unable to have an option of not identifying yourself or using a pseudonym when dealing with us. Our operational and legal obligations will generally require that you identify yourself to us in order for us to manage your claim and or provide you with our services.

JLT may collect and hold personal information such as your name, age, address, contact details, gender and other information. JLT may also hold and collect sensitive information such as your health information including medical history and reports, occupation and employment details, insurance details and other information relevant to your insurance, risk management, claim management and related needs. JLT will only collect and hold sensitive information if you consent and/or other requirements of the Privacy Act have been met.

Personal information we collect will be used principally for the purpose of approaching the insurance/reinsurance market, placing insurance, claims handling, risk management and premium funding. We may also use your personal information to provide you with information about other products and services that may help you to understand and make decisions about your insurance/reinsurance and risk management needs. Sensitive information (for example health information) may generally only be collected and used if you consent and/or other requirements of the Privacy Act have been met.

Where we receive unsolicited personal information, we will determine whether we would have been permitted to collect the information. If so we will ensure that any relevant APPs will apply to that information. If the information could not have been solicited by us, and the information is not contained in a Commonwealth record, we will destroy or de-identify that information as soon as practicable, but only if it is lawful and reasonable to do so.

We will only hold and use personal information about you that was collected for a particular purpose (the primary purpose) and will not use or disclose the information for another purpose (the secondary purpose) unless you have consented to the use or disclosure of the information; or a permitted exception under the Privacy Act in relation to the use or disclosure of the information applies.

If subsection 16B(2) of the Privacy Act applies in relation to the collection of the personal information by JLT we will take such steps as are reasonable in the circumstances to ensure that the information is de-identified before we disclose it.

We will not use any personal identifiers issued by a government agency (e.g. Tax file number or Medicare number) as an identifier in our records systems. Should legislation require us to ask you to provide your tax file number we will only use that number for the purposes permitted by legislation and not as a general means of identifying you.

Where necessary, we may disclose information about you to other JLT Group companies and third parties including but not limited to insurers, re(insurers) and insurance intermediaries, contracted outsource providers, government agents, data collection and verification agencies, loss adjusters and assessors, suppliers, investigators and recovery agents, police, law and credit enforcement bodies and agencies, legal advisors, medical, health and case managers and service providers, actuaries and accountants, contracted advisors and service providers, your employer, other parties as required by law and/or the agent of any of these.

JLT has data quality procedures in place to check that personal information we hold and use about you is accurate, complete and up-to-date. Your personal information is held securely at all times and we take steps to protect it from misuse and loss, and from unauthorised access, modification or disclosure.

We retain most information relating to you for at least 7 years in order to meet legal and business requirements. Once information is no longer required, it will be destroyed in a secure manner.

In the event that of a data breach relating to personal information we hold about you, such as loss of, or unauthorised access to the information, we will take steps to contain and remedy any effects of the breach. We will also assess the risk of harm to you as a result of the breach. Where required under the Privacy (Data Breach
Notification) Act 2017, we will notify both you and the Office of the Australian Information Commissioner of the breach.

You have a right to access any personal information that we hold about you on written request, unless one of the exceptions in the APPs applies. A reasonable charge may apply to gain access to information. You will be advised of any charges that may apply when you make a written request. If we decline your request to provide access to your personal information, we will provide the reasons in writing and provide details of how you can access our complaints process.

To assist us in maintaining correct records we ask you to inform us in writing of any changes in your personal information provided to us.

If you establish that information held is not accurate, complete or up to date, then we will take reasonable steps to correct the information unless it is impractical or unlawful to do so. If you establish that information held is not accurate, complete or up to date and we have shared that information with another APP entity, then if you request us to notify those entities we will take reasonable steps to do so unless it is impractical or unlawful to do so.

We may transfer your personal information overseas where necessary for the purposes described above. For example some insurers are based overseas and we need to provide your personal information to them to arrange your cover.

We will only transfer your personal information overseas if:

- we reasonably believe that the foreign country has substantially similar privacy obligations; or
- you consent; or
- we have taken reasonable steps to ensure the recipient will not hold, use or disclose the information in a manner inconsistent with the APPs.

Your personal information may be sent to our administrative processing centre in Mumbai (India) and/or Kuala Lumpur (Malaysia) and to other JLT Group companies, insurers, reinsurers and other third party service providers (e.g. data storage providers) in the United Kingdom, Singapore, Hong Kong, the United States of America and elsewhere.

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

When you provide us with personal information about other individuals, we rely on you to have made them aware that you will or may provide their information to us, the purposes we use it for, the types of third parties we disclose it to and how they can access it (as described in this document). If it is sensitive information we rely on you to have obtained their consent to the above. If you have not done either of these things, you must tell us before you provide the relevant information.

If we give you personal information, you and your representatives must only use it for the purposes we agree to.

Where relevant, you must meet the requirements of the APPs when collecting, using, disclosing and handling personal information on our behalf.

You must also ensure that your agents, employees and contractors meet the above requirements.

We may send you direct marketing communications and information about our products and services that we consider may be of interest to you. If you choose not to receive this information from us, you can opt out by contacting your account manager or the JLT Privacy Officer.

Our websites may use analytics tools provided by third parties to assist in analyzing website traffic and web page usage and collect information such as referring URLs, exit URLs, OS versions, browser versions, browser language, site navigation, IP addresses, cookies, and other user usage information. The information is compiled into statistical reports and is used when structuring and optimizing the website in order to better suit user needs.

If you have any complaints or concerns about privacy matters please advise JLT’s Privacy Officer in writing (contact details below). JLT aims to investigate and respond to any complaints in writing within 30 days, but in some cases it may take longer. If the complaint is not dealt with to your satisfaction you may contact the Office of the Australian Information Commissioner directly (see details below).
Contact Details

For more information about this Privacy Policy or for details about your rights you can contact either your account manager or the JLT Privacy Officer:

JLT Risk Solutions Pty Ltd Level 19, 100 Barangaroo Avenue, Sydney NSW 2000 Phone: +61 2 9290 8000

For further general Privacy information you can contact The Office of the Australian Information Commissioner on 1300 363 992, or visit their web site at www.oaic.gov.au.
FINANCIAL SERVICES GUIDE

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 Pty Ltd (ABN 69 009 098 864 AFS licence number 226827) (‘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) 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 www.au.jlt.com.

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

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

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 the JLT Group may also receive other types of income from insurers, including:

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

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

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

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

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 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

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 JLT Discretionary Trust Arrangements

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

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

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

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

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

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

Echelon Australia Pty Ltd

Echelon Australia Pty Ltd ABN 96 085 720 056 (Echelon) is a 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.

**AssetVal Pty Ltd**

AssetVal Pty Ltd ABN 81 134 828 738 (AssetVal) is a related entity of JLT. AssetVal forms part of JLT’s valuations offering undertaking valuations of property, plant, equipment and infrastructure assets for financial reporting, accounting and insurance purposes.

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

**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; (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 8 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, 100 Barangaroo Avenue,
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 subscribe to the NIBA Code of Conduct and the Insurance Brokers Code of Practice.
We also belong to an approved external dispute resolution scheme designed to provide independent assistance to you, namely the 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
JLT offers a comprehensive range of insurance and risk solution products and services through our four core Business Segments: JLT Specialty, Echelon, Benefit Solutions and Public Sector.

For general enquiries:
JLT Risk Solutions Pty Ltd
Level 19, One International Towers,
Sydney NSW 2000
Tel: +61 2 9290 8000 | Fax: +61 2 9299 7280

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