Financial Services Guide

Issued 1 October 2026

Not Independent

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

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

For more information, refer to the following sections of this document: "Important relationships", "Conflicts of interest", "Our remuneration, including how we and our representatives are paid", and "Remuneration arrangements within the Gallagher Group".

It is important to note that when providing personal advice, we are required under the *Corporations Act 2001* (Cth) (**Corporations Act**) to always act in your best interests. Our Conflicts of Interest Policy details how we manage conflicts of interest in relation to our services. You can view a copy of our Conflicts of Interest Policy here: **www.ajg.com/au/policies-and-codes**

This Financial Services Guide (**FSG**) is designed to assist you in deciding whether to use the services offered by Arthur J. Gallagher & Co (AUS) Limited (**Gallagher, we, us, or our**).

It includes important information about:

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

It is important you read this FSG in its entirety and retain it for your future reference. By engaging or continuing to engage us you are agreeing to the delivery of our services and remuneration as described in this FSG, and any accompanying renewal or quotation documents which provide additional details to help you make an informed decision about using the financial services we offer. Depending on whether we supply you with a copy of the Gallagher Terms of Business or we have a formal services agreement with you, the terms contained in those documents also form part of our terms of engagement for the services that we will provide to you.

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

Statements of Advice and Product Disclosure Statements

If we provide you with personal advice in relation to certain retail products, we will, where required, give you a Statement of Advice (**SOA**). A SOA will explain our advice, including the basis for our advice and the information we have relied on. It also includes details about how we are paid and any relevant relationships or associations we may have which may have influenced the advice we have given.

If you are buying a retail product, we will provide you with a Product Disclosure Statement (**PDS**). A PDS is prepared by the product issuer and is designed to give you important information on the features, benefits and risks of the policy to assist you in making an informed decision about whether to buy the product or not.

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

Electronic delivery

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

Who we are

We are an Australian company that provides insurance broking and risk advisory services. The services outlined in this FSG will be provided to you by **Arthur J. Gallagher & Co (AUS) Limited** ABN 34 005 543 920 under Australian Financial Services Licence (**AFSL**) No. 238312, or an Authorised Representative of Gallagher.

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

Gallagher has registered the business name 'Insurance Markets and Rewards (**Imar**) and you may see this name on documentation that we provide to you. Imar specialises in providing insurance broking services for tradies, builders and other businesses operating in the construction industry.

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

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

- Elantis Premium Funding Limited trading as Elantis and Monument Premium Funding ABN 20 002 543 606 (**Monument**), which provides premium funding and other credit services;
- Pen Underwriting Pty Ltd ABN 89 113 929 516, AFSL No. 290518 (**Pen Underwriting**) is an Australian underwriting agency which partners with a range of international and domestic insurers and reinsurers and provides access to the Lloyd's market;
- Gallagher Benefit Services Pty Ltd ABN 49 611 343 803 (AFSL No. 488001) (**Gallagher Benefit Services**) and its subsidiaries, which provide employee benefit consulting and corporate advisory services;
- Gallagher Bassett Services Pty Ltd ABN 68 009 778 018 (AFSL No. 530867) (**Gallagher Bassett**) and its related entities, which provide claim management and settlement services on behalf of insurers, government agencies and various self-insured clients; and
- Gallagher Reinsurance Australia Limited ABN 22 000 235 914 and Gallagher Risk Placements Pty Ltd ABN 63 062 672 173 (AFSL No. 238177), which provide reinsurance broking services;
- Gallagher Risk Placements Pty Ltd ABN 63 062 672 173 (AFSL No. 238177), which acts as a wholesale broker to Gallagher and provides certain reinsurance broking services to insurers.

For further information about Gallagher Group companies please visit: **www.ajg.com/au/about-us/gallagher-companies**

About Us

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

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

- maintaining local relationships with our clients;
- leveraging our national and global influence with insurance companies to negotiate better deals and more coverage options;
- providing you with 24/7 support and the experience of our dedicated national claims team;
- making the most of our global servicing capabilities including industry-specific experts and offshore markets for your benefit; and
- integrating global insurance programs using our international Gallagher Group companies and approved third party insurance intermediaries.

Our services

Gallagher holds an Australian Financial Services Licence under the Corporations Act which authorises us to deal in and provide advice in relation to general insurance products and certain alternative risk solutions, as well as to provide claims handling and settling services or assist you to make insurance claims.

When you do business with us, you may choose to access our website at **www.imar.com.au** or contact one of our brokers for further advice.

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

- identifying and assessing risks to recommend insurance advice and solutions, which will be tailored to your needs where we are giving personal advice;
- arranging and renewing your insurance policies
- assisting with claims advocacy and settlement to ensure optimal outcomes; and
- providing risk management advice and strategies to minimise potential exposures.

Our services are provided directly by Gallagher or, where required, through members of the Gallagher Group and our international network of approved third party insurance intermediaries.

Our relationship with you

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

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

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

Our Authorised Representatives and Distributors are not employees of Gallagher.

Acting for Insurers

In some circumstances we may have an agreement with an insurer to act as their agent and not for you. This may be under a binding authority arrangement which allows us to issue, vary or cancel policies and/or manage claims on the insurer's behalf without reference to the insurer, provided it is within the authority given to us. When we do this, we will clearly advise you that we are acting as agent for an insurer and not for you.

As an example, Gallagher may hold a binding authority from an insurer to issue an insurance policy to our clients and when we are performing this activity, we act on behalf of the insurer. Separately, where our brokers are arranging or giving you advice on general insurance products, we act on your behalf.

Our advice

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

If we provide you with general advice, we may give an opinion about a product without taking into account your individual objectives, financial situation or needs. When giving general advice, we will provide you with a General Advice Warning at that time. Before deciding whether the product is appropriate for you, please read the relevant PDS and/or policy wording.

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

Our relationship with insurers

We work closely with a range of insurers and underwriting agencies to arrange high quality benefits, competitive pricing and superior service levels for our clients. These insurers and underwriting agencies provide quotes to us based on information we share with them about your circumstances or your particular risk. We will transact with the insurer for the placement of your insurance. We may seek insurance terms from more than one insurer or for specialist lines of insurance, we may deal with one insurer only. For example, if we have a binding authority, we may have access to only one insurer for a particular type of insurance. When seeking quotes, we will explain how we intend to seek quotes.

Wherever possible we will recommend you deal with insurers that are authorised under the *Insurance Act 1973* (Cth) to carry on insurance business in Australia. Such insurers are subject to oversight by the Australian Prudential Regulation Authority (**APRA**). We will warn you when we recommend that your policy is placed by an unauthorised foreign insurer and only place the insurance with such an insurer if you instruct us to do so.

While we monitor and attempt to keep our clients informed about changes in the insurance marketplace, please note that we cannot guarantee the availability of cover for your particular risks or the solvency of any insurer or underwriting agency or its ability or willingness to pay claims, return premiums or meet its other financial obligations.

How we can receive your instructions

In order for us to act on your behalf you must provide us with instructions and other information about the services you require. You can give us instructions by accessing our website **www.imar.com.au** or directly to your broker or Authorised Representative as described in the relevant Authorised Representative Schedule. In some circumstances it may be necessary for you to give us instructions in writing. We will tell you when this is the case.

Cooling off period

If you are a retail client acquiring a retail product you may be entitled to a minimum 14-day cooling-off period from the earlier of the date you receive confirmation of the insurance contract and the date it was arranged. If you wish to return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted), simply contact your Gallagher broker. Your right to terminate the insurance contract and have the premium refunded is subject to the requirements of the Corporations Act.

You should check your PDS and/or policy document to ensure you have the cover you require, and that you understand your cooling off rights. Generally, you cannot cancel the insurance contract and obtain a refund if the applicable cooling off period has expired or if you have made a claim against the policy.

Important considerations to avoid prejudicing your claim

Some insurance policies may limit or exclude your right to make a claim if, without the insurer's consent, you have agreed to:

- limit, waive or remove your rights to recover a loss from the third party responsible for causing the loss;
- remove subrogation rights that could prevent the insurer from recovering the loss from a third party; or
- voluntarily assume liabilities that you would not ordinarily have at law.

You should always seek legal advice before entering into an agreement which includes "indemnity", "hold-harmless", "contracting out" or "waiver" clauses as acceptance of these provisions may prejudice your right to make a claim under your policy.

Understanding Average Clauses and Under-insurance

Some property policies and business interruption insurance covers contain an "Average" or "Co-Insurance" clause. If you are under-insured, the application of an Average or Co-Insurance clause may allow the insurer to reduce the value of your claim in proportion to the amount of any under-insurance.

Under-insurance occurs if you have not insured the property for its full value, which may be replacement, re-instatement, indemnity or market value depending on the type of insurance cover arranged.

If you do not insure for full value, you will be treated as though you have chosen to take on part of the risk and self-insure the difference. You are responsible for instructing us as to the levels of insurance that you require, including the sums insured and declared insurable values.

Obtaining regular property valuations, and reviewing your sums insured and/or declared insurable values at least annually is important to understanding how much insurance is required to prevent under-insurance. If you are in any doubt about whether and how Average or Co-Insurance clauses apply to your insurances, please contact your Gallagher broker for assistance.

Important relationships

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

If you have a global insurance program and operate in countries where the Gallagher Group does not have operations, with your prior approval, we may use our international network of approved third party insurance intermediaries. This network is known as the Gallagher Global Network and connects our clients with insurance, risk management and employee benefit services in more than 130 countries around the world.

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

Conflicts of interest

We will notify or contact you in a timely manner if we identify that there is or is likely be a conflict of interest in us providing services to you.

Where there are potential conflicts of interest in our remuneration arrangements or in our dealings with other companies in the Gallagher Group, they are managed in accordance with our Conflicts of Interest Policy which all staff and representatives must comply with. If we cannot provide services to you (due to a conflict of interest that cannot be managed), we will notify you immediately.

Binding authority agreements

Occasionally, where we have negotiated binder facilities for the benefit of our clients to cover common risks, we may act on behalf of both you as our client (in providing broking services) and the insurer (when exercising binding authority to issue insurance).

Gallagher has binding authority arrangements directly with local insurers and Certain Underwriters at Lloyd's of London to issue particular insurance policies to our clients. Your broker may arrange your insurance through a Gallagher binder facility, including a facility administered by Offshore Market Placements (Australia) (**OMP**). OMP is an underwriting agency business which operates as a division and trading name of Gallagher. As Gallagher's underwriting and broking teams are functionally separate, the placement of your insurance through OMP will be on an arms-length basis.

We will notify you in our quotation or renewal documents when we act under a binding authority from an insurer. When issuing the insurance, we will be acting as agent of the insurer and not as your agent. When your Gallagher broker arranges or advises you on your insurance, they will act on your behalf.

For further information on how Gallagher is remunerated by insurers for these arrangements, refer to the below section of this FSG entitled "Remuneration from other relationships".

Our remuneration, including how we and our representatives are paid

Commissions, broking fees and processing fees

Typically, we will charge you a fee (including a broking fee and/or processing fee) and/or obtain a commission from the insurer based on the service we provide. Our fees will vary depending on the level of service we provide and whether we also receive a commission. In some cases, we may be legally required to obtain your consent before we can receive a commission from the insurer. If you do not provide consent in those circumstances, we will not receive a commission from the insurer but we may increase our broking fee accordingly.

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

With your agreement, we may charge you a fee for any special advisory or additional claims-related services.

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

In addition to the above fees and/or commission, Gallagher may also receive other types of income, including:

- interest on the premium you pay us while it is in our trust account;
- commissions or expense allowances from relevant insurers for managing binding authorities and other similar facilities as payment for our services to them;
- commission and/or a fee from premium funders, if you instruct us to arrange premium funding for your insurance.

If we receive assistance from another broker or Associated Entity (as that term is defined in the Corporations Act) to arrange contracts of insurance or manage binder facilities or similar facilities, the other broker or Associated Entity may receive additional remuneration from the relevant insurer or charge a fee to you.

Costs of early cancellation and varying insurance

Our remuneration is payable on the terms of our invoice and is considered fully earned at the time that we issue the invoice.

If your insurance contract is cancelled or varied before the expiry of the period of insurance, you will be paid any refunded pro-rata premium received from the insurer (less commission and fees paid).

We will retain all of our commission, fees and other remuneration in full in the event of any early cancellation or variation of your insurance contract or adjustment of premium. We may charge an additional fee for processing your request to cancel or vary your insurance contract and you agree that this fee may be offset against any premium pro-rata refund you are entitled to.

How we remunerate our employees

Our remuneration arrangements provide incentives to our employed brokers to ensure our clients receive practical and effective advice and service. Our employees receive a salary and may also receive a performance bonus based on both the value and quality of the work they do for our clients. We may pay some employees in our small business teams a commission of 0-5% of the premium paid by clients. In limited circumstances, some employees may also receive additional payments related to clients they have referred to the Gallagher Group.

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

How we remunerate our Authorised Representatives and Distributors

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

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

Distributors will be paid a percentage of the commission and/or another form of remuneration for the financial services they provide on behalf of Gallagher.

Remuneration arrangements within the Gallagher Group

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

- if we arrange your insurance, we may recommend a product or service from Pen Underwriting, a member of the Gallagher Group. If you purchase an insurance product from Pen Underwriting, Gallagher may receive a commission, generally ranging between 0% and 40%. Pen Underwriting has the authority to review, quote and bind coverage and service policies on behalf of certain insurers. When doing so, Pen Underwriting is acting as an agent of the relevant insurer and is paid remuneration by the insurer for the services they perform as an underwriting agency. These arrangements are separate contracts between Pen Underwriting and each insurer, which are subject to their own terms and conditions, including those relating to remuneration;
- if we refer you to Monument for premium funding services, we may receive a commission of up to a maximum of 5% of any funding provided by Monument;
- if we refer you to Gallagher Benefit Services for employee benefits and human resources consulting and actuarial services, we may receive a commission of up to 25% of the income generated in the first 12 months following the referral. We may share up to two-thirds of this amount with the employee who makes the referral; and/or
- any fee for services provided by Gallagher pursuant to a separate commercial arrangement that is or will be calculated by reference to the services provided by Gallagher and not connected to individual transactions arranged for clients.

In some circumstances, Gallagher Bassett may be acting on behalf of the insurer when handling and/or settling claims against policies we have arranged on your behalf or bound on behalf of the insurer. This will mean Gallagher Bassett will be remunerated by the insurer for the claims handling and settling services it provides on behalf of the insurer.

The Gallagher Group has a separate reinsurance broking division that arranges insurance for insurers (called reinsurance). In some cases, an insurer may ask our reinsurance broking division to arrange reinsurance in respect of insurance purchased by you, in which case the Gallagher Group may also earn commission or other remuneration. These reinsurance placements are separate contracts where our reinsurance broking division acts as agent of the relevant insurer.

Wholesale Brokers, MGAs and International Markets

Depending on your insurance needs, we may need to access specialised insurance markets, including international markets, through insurance intermediaries such as a wholesale broker, or a Managing General Agent who acts on behalf of an insurer. We may use Gallagher Group companies for this and we may receive a share of the commission they receive on the policies placed for you. They may also receive remuneration from relevant insurers for services being provided to the insurer in the form of fixed fees or profit-sharing arrangements. This is separate from the remuneration earned by us and typically does not change the amount of remuneration we receive.

Lloyd's and London Market Gallagher Carrier Charges

Gallagher Group companies provide a range of administrative and placement related services to insurers in London including Lloyd's of London syndicates. Our group companies are remunerated for these services by the insurer either by way of commission or a charge (or a combination of both). These commissions or charges typically range, as a total, between 0% and 5% of the premium applying to a transaction. If you would like more information about these commission or charges, please contact your Gallagher broker.

Remuneration from other relationships

We enter into specific arrangements with a limited number of insurers where we receive fees or other remuneration when acting on the insurer's behalf. These services may be designed to improve product offerings for our broking clients, assist insurers in developing insurance solutions or identify cover options in advance of policy renewals, in order to promote operational efficiencies. The remuneration we receive from these arrangements may be:

- variable and determined by a percentage of the premiums applying to a portfolio; or
- fixed and based on the delivery of agreed objectives, including for administration, consulting, data analytics and other services which are aimed at enhancing the development and provision of products and services for your benefit.

Where any of the above arrangements with insurers are in place, Gallagher may be considered to have an incentive to place a client's insurance with these insurers. Gallagher employs policies and procedures to control any potential conflict of interest arising from the provision of such services to relevant insurers.

Referral fees paid to third parties

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

Other non-monetary benefits

While providing services to you, we may receive non-monetary benefits from insurers, underwriting agencies, claims administrators or other third parties. This can include access to technology platforms and IT support, education and training, event sponsorship, marketing assistance, entertainment, sporting or hospitality events. We do not accept non-monetary benefits if this could reasonably be expected to influence the services that we provide to you.

Invoices

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

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

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

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

Billing

Check your invoice for payment options.

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

Questions about invoices, fees, commissions and other remuneration

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

Renewals and Replacement cover

We will contact you before your existing policy expires to send you a renewal information pack. This information describes any next steps to be taken before your policy expires, reminds you of your legal duty of disclosure and requires that you review and update (as necessary) your renewal and coverage information, as well as any applicable payment preferences. We will contact you using the current details we have on file for you to discuss your requirements and any available options for the renewal of your insurances.

Where we have taken reasonable steps to contact you prior to expiry of your insurance and we are unable to obtain your instructions you authorise us to renew your existing policy with your current insurer or replace your existing policy with an alternative insurer based on your expiring policy details and coverage requirements and your previous method of payment, to make sure that you remain protected in these circumstances.

Additional important information

Misstatement of Premium

We make every effort to correctly determine the premium and statutory charges that apply to your insurance, however occasionally unintentional errors can occur. In the event that an amount has been misstated, we will notify you and adjust the amount accordingly.

Professional indemnity cover

We maintain compensation arrangements including professional indemnity insurance which meets the requirements of section 912B of the Corporations Act. Our arrangements extend to claims in relation to negligent advice provided by our current and former employees and Authorised Representatives.

NIBA Code of Practice

We are a member of the National Insurance Brokers Association (**NIBA**). Gallagher and its representatives are bound by the Insurance Brokers Code of Practice (the **Code**). The Code sets out standards for insurance brokers to follow when dealing with clients. A copy of the Code can be obtained from the NIBA website: **www.niba.com.au/insurance-brokers-code-of-practice**

Complaints and dispute resolution procedures

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

If you are concerned about the services provided by us, any product we have arranged, our interactions with you or how we have handled your Personal Information, please contact your broker or the branch manager of your local branch. We will acknowledge your complaint within 1 business day, or as soon as practicable in writing or by telephone. We will take all reasonable steps to ensure that the person to whom your complaint relates does not handle your complaint.

If, within 5 days, your broker or the relevant branch manager is unable to resolve your complaint to your satisfaction, the matter will be referred to the Gallagher Risk & Compliance Team who can be contacted directly (in relation to all complaints, including privacy-related complaints) on:

Email: complaints@ajg.com.au
Telephone: 1800 068 000

We will then investigate the matter and attempt to resolve your complaint in accordance with our Complaints Handling Policy. We will advise you of the outcome of our review of your complaint within 30 days of when you first made your complaint. If the matter is complex and a longer period is required, we will advise you accordingly.

We are a member of the Australian Financial Complaints Authority (**AFCA**), an external dispute resolution body. If an issue has not been resolved to your satisfaction, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers and small businesses.

Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

If you think we may have breached the Code, you can report alleged breaches to the Insurance Brokers Code Compliance Committee (**IBCCC**). You can contact the IBCCC using the following details:

Website: www.insurancebrokerscode.com.au
Email: info@codecompliance.org.au
Telephone: 1800 931 678 and ask to speak with the Code Compliance team
In writing to: IBCCC P.O. Box 14240, Melbourne VIC 8001

For further information about how we handle complaints or disputes please contact your broker, Authorised Representative, the relevant branch manager or visit our website: **www.ajg.com/au**

Privacy

We are committed to protecting your personal and sensitive information (together referred to as Personal Information) in accordance with the *Privacy Act 1988* (Cth) (**Privacy Act**), which includes the Australian Privacy Principles.

We collect and process your Personal Information in the course of performing our business activities including providing, managing and administering the insurance broking, risk management and consulting services outlined in this FSG. Personal Information is also used for business purposes such as fraud prevention and detection, financial management, market analysis, and analytics, and to comply with our legal and regulatory obligations.

We may share your Personal Information with, and obtain it from, our Gallagher Group companies and third parties such as (re)insurers, underwriting agencies, insurance intermediaries, credit reference agencies, service providers, professional advisors, regulators or fraud prevention agencies. We may also transfer your Personal Information to our Gallagher Group companies and third parties outside of Australia, so that they may perform services for us or on our behalf, assist us in providing our services and administering our business. Our Gallagher Group includes our parent company, Arthur J. Gallagher & Co, located in the United States of America, and its subsidiaries located in Canada, the United Kingdom, countries within the European Union, New Zealand, Malaysia, Singapore, Taiwan, Philippines, and India. The location of our third-party service providers will vary but may include, United States of America, the United Kingdom, countries within the European Union, New Zealand, Singapore, Philippines or India. Wherever required by law, we will take reasonable steps to ensure the overseas recipient does not breach applicable data protection laws, including the Privacy Act (including the Australian Privacy Principles).

For further information on how your Personal Information is used, shared and disclosed, please see our Privacy Notice which is available on our website, **www.ajg.com/au/global-privacy-notice/**. From time to time, we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your Personal Information. Please review our Privacy Notice periodically to ensure you are aware of any changes.

If you do not supply the Personal Information we request, we may not be able to provide our services to you. For example, we may not be able to arrange insurance cover or manage your claim.

If you are providing us with Personal Information of other individuals that may be covered under an insurance policy we may be placing for you or in connection with any of our services, you must ensure that you have obtained all appropriate consents, where required, from those individuals, tell them you are providing their information to us and show them a copy of this notice. You will only share Personal Information with us to the extent it is necessary for us to offer, provide or administer our services, and such information is reliable for its intended use, and accurate, complete and current.

Your consent and opting out

From time to time and where we are permitted by law to do so, we may also use or disclose your Personal Information for the purpose of marketing our services, or the products and services of the Gallagher Group and third parties, to you. Please tell us if you do not want us to use or disclose your Personal Information for marketing purposes. To opt-out of receiving marketing information altogether, please go to https://cloud.connect.ajg.com.au/communications-brokerage to unsubscribe or telephone your broker, branch or our Toll-Free Client Inquiry Line, **1800 240 432.**

Correction and complaints

Our Privacy Notice contains information about how you may access, update and correct the Personal Information you have provided to us or how you may make complaints in relation to the handling of your Personal Information and how we will deal with your complaint.

Use of Aggregate Data and information

You acknowledge and agree that, despite the terms of any other agreement you may have with us, the Gallagher Group may aggregate, anonymise or de-identify any information obtained in connection with the provision of the services to you, including Personal Information or confidential information (together referred to as **Aggregate Data**), service or product improvements and offerings, and similar business purposes. You further acknowledge that the Gallagher Group may share Aggregate Data with third parties, provided the Aggregate Data shared with third parties cannot be reasonably linked to you or any individual.

Special assistance and access to our services

We will take all reasonable steps to ensure our services are accessible to clients with special needs. Please let us know if you are experiencing any vulnerability when engaging our services, for example relating to your age, disability or mental or physical health conditions.

If you tell us or we identify that, due to your vulnerability, you need additional support or assistance, we will work with you as soon as possible to find a suitable way to provide our services to you. During this time, we will of course respect your right to privacy and self-advocacy. If your circumstances mean that you need third-party support (such as a lawyer, interpreter or friend), we will work with you to allow for this when providing our services.

Your Duty of Disclosure and when we rely on you

We rely on you

It is important you understand that we will rely on, and you will be solely responsible for, the accuracy and completeness of the information you provide to us in connection with any services provided to you, including the placement of insurance on your behalf. We do not independently verify the information you provide before sending it to the insurer.

Keeping your information up to date

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

Duty not to misrepresent for consumer insurance contracts

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

You have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and providing the insurer with information. Before you enter into, vary or extend a consumer insurance contract (as that term is defined in the *Insurance Contracts Act 1984* (Cth)), the insurer will ask you questions that are relevant to the insurer's decision to insure you and on what terms.

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

When answering the insurer's questions:

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

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

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

Your duty of disclosure for insurance contracts that are not consumer insurance contracts

Before you enter into an insurance contract which is not a consumer insurance contract, you have a duty under the *Insurance Contracts Act 1984* (Cth) to tell your insurer anything that you know, or could reasonably be expected to know, may affect the insurer's decision to insure you and on what terms.

- You have this duty until the insurer agrees to insure you.
- You have the same duty before you renew, extend, vary or reinstate an insurance contract.
- At renewal, the insurer may ask you to advise it of any changes to something you have previously disclosed or may give you a copy of the information you previously disclosed and ask you to advise the insurer if there has been a change. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

You do not need to tell the insurer anything that:

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

Non-disclosure, inaccurate or incomplete information

If you do not tell the insurer anything you are required to, the insurer may cancel your insurance contract or reduce the amount it will pay you if you make a claim, or both.

If your failure to tell the insurer is fraudulent, the insurer may refuse to pay a claim and treat the insurance contract as if it never existed.

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

Gallagher will have no liability for any inaccurate or incomplete information provided by you, including where such information is relied upon by Gallagher or its representatives, including in the placement of your insurance.

People you represent

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

Contact your broker

If you are unclear about your duties as described in this section or require more information about how to comply with your duties, please refer to the information in the relevant PDS or policy wording. Alternatively, you can call your broker, your nearest branch or our Toll-Free Client Inquiry Line, **1800 240 432**.

Please note that Gallagher is an insurance broker and risk adviser. We cannot provide you with any legal, accounting, regulatory or tax advice in connection with any of the services we provide to you.

Contact details

This FSG is issued by Arthur J. Gallagher & Co (Aus) Limited, trading as Imar, ABN 34 005 543 920, AFSL No. 238312 of L16, 100 Arthur Street, North Sydney NSW 2060.

Changes to this FSG

This FSG remains valid unless a further FSG is issued to replace it.

We may make changes by amending this document and publishing an updated version of this FSG on our website **www.imar.com.au**. You may also obtain a printed copy of the updated information by accessing our website, calling your broker, your nearest branch or our Toll-Free Client Inquiry Line, **1800 240 432**.