



Our commitment to you

Financial Services Guide

February 2023

Contents

- 1. What you will find within this document..... 1
- 2. Who is Marsh..... 2
- 3. Information Concerning Our Retail Clients 3
- 4. Our Financial Services..... 4
- 5. Our Remuneration 5
- 6. Other Important Information..... 6
- 7. Contact Details 11

Section 1

What you will find within this document

This Document provides you with information you may need to know about the services Marsh Pty Ltd (ABN 86 004 651 512), Australian Financial Services Licence (AFSL) No 238983, trading as Marsh Mercer Benefits (Marsh) provides for you in relation to Leisure Travel Insurance products offered through the Marsh website.

The FSG is designed to assist you in deciding whether to use any of the financial services described in this FSG and contains, among other things, information about our remuneration arrangements and our complaints handling process.

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

We also encourage you to read everything here to better understand important aspects about your relationship with us, such as:

- who we are
- the services we can offer you
- how to make a claim
- privacy
- how we are paid for the services we provide to you
- how to contact us to ensure any problems or complaints are addressed quickly and efficiently
- special considerations for “retail clients” as that term is defined in the Corporations Act 2001 (Cth).

Where to find further information

You can find further information about Marsh on our website at www.marsh.com.au

How you can contact us about your insurance or service requirements

To make things as easy as possible for you, you can contact us by telephone, in writing or in person, or by any other means which we agree with you. Just let us know your preferred method of contact. Our contact details are set out in Section 7 of this Document.

Section 2

Who is Marsh

Who are we?

Marsh will be providing the financial services described in this Document. Marsh is a subsidiary of Marsh LLC. Marsh LLC is a world leader in delivering risk and insurance services and solutions to clients.

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

Our commitment to you

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

Section 3

Information Concerning Our Retail Clients

This section is of specific relevance to our retail clients, as that term is defined in the Corporations Act 2001 (Cth) as:

- Individuals, or small businesses that employ less than 20 people, or if manufacturing businesses, less than 100 people

AND

- Where our service or advice relates to one or more of these insurances: Life Insurance, Motor Vehicle (includes Motorcycles, however excludes CTP and motor vehicles with a carrying capacity in excess of 2 tonnes), Home building/contents, Sickness and accident, Consumer credit, Travel, Personal and domestic property, Medical indemnity or any other general insurance product prescribed by regulation.

Documents we may give you

If you would like another copy of this Document, you can find it on our website at www.marsh.com.au.

If we recommend that you acquire or we offer to issue or arrange to issue you a financial product as a retail client, we will give you information about the particular financial product by providing you with a Product Disclosure Statement (PDS) of the product issuer. The PDS will set out details regarding the product, including key benefits and risks. This will help you to make an informed decision about that product.

Cooling off period

Retail Clients may be entitled to a minimum 14-day cooling-off period from the date cover commences during which you may return the insurance policy and receive a refund of the insurance premium paid (less amounts lawfully deducted). This is subject to the requirements of the Corporations Act 2001 and the terms and conditions of your policy. This does not affect any other cancellation rights you may have under your policy.

You should check your PDS and/or policy document when you receive it to be sure you have the cover you require.

Confirming Your Transaction

We would be pleased to confirm any details about your insurance policies and transactions. Please contact us 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.

Section 4

Our Financial Services

Under Marsh's AFSL, we are licensed to provide advice on, and deal in, general insurance products, as well as certain other financial products. This FSG only relates to Leisure Travel Insurance products offered through the Marsh website and not to any services Marsh may provide you in connection with other financial products, including other general insurance products. If Marsh provides you with financial services related to other financial products, it will provide you with a separate FSG covering those services.

In respect to Leisure Travel Insurance products offered through the Marsh website, our financial services are restricted to arranging your insurance cover with insurers. Our role is limited to hosting links to the websites of insurers and negotiating premium rates ("the Referral Services"). Marsh does not provide general advice that is based on general factors that are not specific to the client, nor does it provide advice in relation to the Leisure Travel Insurance products offered through the Marsh website that is based on personal circumstances (ie personal advice). In other words, Marsh is, for the purposes of the Leisure Travel Insurance products offered through the Marsh website the subject of this FSG, providing no financial product advice.

You should tell the insurer about any relevant changes to the information you provide, as they occur. Please see the Insurance Contract Act 1984 (Cth) Duty of Utmost Good Faith and Consumer Insurance Contracts – Duty to Take Reasonable Care and other insurance contracts – Duty of Disclosure section in Section 6 titled "Other Important Information" for more information about this.

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. In the case of the Referral Services, we do not act on your behalf.

Claims

How to make a claim?

You should notify your insurer directly of any claims in accordance with the terms of the policy wording. 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.

Section 5

Our Remuneration

You can request particulars of any amounts of remuneration described in this section within a reasonable time after receiving this FSG and before we provide you with any financial services.

How are we paid for the services we provide?

Our principal remuneration for arranging the Leisure Travel Insurance products on your behalf is by way of commission which we agree with the insurer. Commission is calculated as a percentage of the insurance premium paid by you before stamp duty, emergency/fire services levy, GST and any other government charges, taxes, fees or levies. The rate of commission depends on the policy and may range from 0% to 30%. The commission is included in the premium charged and covers things such as expenses we incur in arranging the insurance and a profit component.

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

Commission is earned for the policy period. We are entitled to retain all commission covering the full policy period for policies arranged by us on your behalf, even where an insurance policy is amended, terminated or otherwise cancelled.

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

From time to time we may receive non-monetary benefits from insurers. This can include access to technology platforms and IT benefits, education and training, event sponsorship and marketing assistance. Marsh has compliance policies in place to control any potential conflict with your interests.

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

Compensation Arrangements

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

Section 6

Other Important Information

Insurance Contracts Act 1984 (Cth) Duty of Utmost Good Faith and Consumer Insurance Contracts – Duty to Take Reasonable Care

All insureds owe the insurer a duty of utmost good faith and integrity in all dealings with the insurer. It is a reciprocal duty that applies to the insurer as well as to you, preventing either party from doing anything which is unfair or unreasonable in contravention of the duty. If you fail to act in accordance with the duty of utmost good faith then, to the extent permitted by law, the insurer may refuse your claim, cancel your policy, or both.

Consumer Insurance Contracts

Your Duty to Take Reasonable Care not to make a misrepresentation to the Insurer

What is the duty?

All persons who will be an insured covered by the insurance (referred to as you, your) have a legal duty to take reasonable care not to make a misrepresentation to the insurer.

A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. For example, a statement of fact that is not true, a statement of opinion that is not the subject of an honestly held belief or a statement of intent that never existed at the time provided.

The insurer will not treat something as a misrepresentation merely because you failed to answer a question or gave an obviously incomplete or irrelevant answer to a question.

Answering the insurer's Questions

Your answers to the insurer's questions help the insurer to decide whether to provide you with insurance and if so, on what terms. The duty must be complied with when answering them.

When answering the insurer's questions:

- you must 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.

When does the duty apply until?

This duty applies until the time the insurer agrees to issue you with insurance for the first time. It also applies where you are applying to renew, extend, vary or reinstate your insurance, up until the time the insurer agrees to this.

If you have made a statement and this changes before the end of the above relevant time you must tell the insurer about this change before the time ends.

What happens if you breach the duty?

If you do not meet the duty, to the extent permitted by law, the insurer may reject or not fully, or only partly, pay your claim. The insurer may also, or as an alternative, cancel your insurance or, if the misrepresentation was fraudulent, treat it as if it never existed.

A misrepresentation made knowingly by you without belief in its truth or recklessly without caring whether it is true or false can be fraudulent.

How is it determined if there has been a breach of your duty?

A breach is determined having regard to all relevant circumstances.

Without limiting the above, the following matters may be taken into account in determining whether you have taken reasonable care not to make a misrepresentation:

- the type of this consumer insurance contract and its target market;
- explanatory material or publicity produced or authorised by the insurer e.g. advertising material;
- how clear, and how specific, were any questions asked by the insurer;
- how clearly the insurer communicated to you the importance of answering those questions and the possible consequences of failing to do so;
- whether or not an agent was acting for you; and
- whether the contract was a new contract or was being renewed, extended, varied or reinstated.

The insurer must also take account of any particular characteristics or circumstances about you which it was aware of, or ought reasonably to have been aware of.

Your Duty of Utmost Good Faith

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

If you do not tell the insurer something you are required to, the insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, the insurer may refuse to pay a claim and treat the contract as if it never existed.

If you are in any doubt as to the extent of the duty of disclosure, utmost good faith, or whether a piece of information ought to be disclosed, please contact us.

Protecting you: Avoiding and managing conflicts of interests

In all areas of business, conflicts of interest sometimes arise. In order to manage any conflict of interest arising from our financial services, Marsh employs and acts in accordance with our policies and 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.

Ensuring your satisfaction: What to do if you have a complaint

- If you are dissatisfied with our service in any way, contact us and we will attempt to resolve the matter in accordance with our own internal dispute resolution procedure, a copy of which is available upon request. You may contact the Marsh Complaints Officer on (03) 9603 2338 or email complaints.australia@marsh.com.
- If we are unable to resolve your complaint, or if you are dissatisfied with the response, it will be escalated to our Complaints Officer to investigate and take appropriate action. You will be advised within 30 days of our decision. If the matter is complex and a longer period is required you will be informed.
- If you are not satisfied with our final decision, you may be able to refer your complaint to the Australian Financial Complaints Authority (AFCA). AFCA's role is to assist consumers and small business resolve disputes with financial service providers including their broker or their insurance company.
- If you have any query about whether your complaint can be handled within AFCA's rules or you wish to contact them, their contact details are: Phone: 1800 931 678 (free call); Email info@afca.org.au; Online: www.afca.org.au and Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria, 3001

IF WE CAN HELP WITH ANYTHING MENTIONED IN THIS BOOKLET, PLEASE CONTACT US.

How We Protect Your Privacy

Marsh Pty Ltd (ABN 86 004 651 512, AFS licence number 238 983) and our associated entities (we, our, us) value the privacy of your personal information and we are committed to handling your personal information in a responsible way in accordance with the Australian Privacy Principles (APPs) and the Privacy Act 1988 (Cth). Full details of how, when and from where we collect, hold, use and disclose personal information is available in our Privacy Policy located at <https://www.marsh.com/au/privacy-policy.html>. Our Privacy Policy also contains information about how you may complain about a breach of the APPs and our complaint handling process.

In the course of performing our business activities including providing insurance and risk services, such as arranging insurance policies for our clients, we (and our authorised agents) may collect or disclose your personal information from or to other persons to the extent required to perform such activities, which may include:

- a person authorised by you;
- a third party such as your employer or the policyholder of a group insurance policy under which you are an insured;
- our employees, authorised representatives, associated entities and contractors and other business support service providers for the purposes of the operation of our business;
- insurers; or
- government bodies, regulators, ombudsmen and dispute resolution bodies such as the Australian Financial Complaints Authority, law enforcement agencies and any other parties where required or authorised by law.

We may also collect and disclose your personal information for other purposes as outlined in our Privacy Policy, which includes marketing activities. We will only use and disclose your personal information for a purpose permitted by law or that you would reasonably expect. We will request your consent for any other purpose.

When you give us 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 for which we use it, the types of third parties we disclose it to and how they can access it (as described in this notice). If it is sensitive information, we rely on you to have obtained their consent to these matters. If you have not done these things, you must tell us before you provide the relevant information.

If you do decide not to provide us with the information required we may not be able to provide a service or arrange a product.

Your personal information may be disclosed to our associated entities, service providers, insurers, reinsurers and other insurance intermediaries located in countries outside of Australia. The countries this information may be disclosed to will vary from time to time, but may include the United Kingdom, the United States, Canada, India and Malaysia for business support services and international insurance market hubs in Bermuda, Brazil, China, Dubai, Hong Kong, Ireland, Japan, Singapore, South Korea, United Kingdom and the United States. We take reasonable steps to ensure that overseas recipients of your information do not breach the privacy obligations relating to your personal information.

By providing us with personal information you and any other person you provide personal information for, consent to us collecting, holding, using and disclosing any personal information including for the purposes explained and to the persons and authorised third parties identified. You may modify or withdraw your consent at any time by contacting our Privacy Officer (whose details are provided below). If you do not give us consent or subsequently modify or withdraw your consent, we may not be able to provide you with the products or services you want.

If you have any questions or comments in relation to Privacy or if you wish to access your personal information or update it please contact our Privacy Officer by:

Email – privacy.australia@marsh.com

Phone – (02) 8864 7688

Post – PO Box H176, Australia Square NSW 1215

Codes of Practice

Marsh is a member of the National Insurance Brokers Association (NIBA) and is bound by their Code of Practice (the Code) when acting as an agent of the insured. For more details on the standards we are required to follow under the Code, please refer to our webpage: (<https://www.marsh.com/au/about-marsh/insurance-brokers-code-of-practice.html>).

Section 7

Contact Details

For general enquiries

Mercer Marsh Benefits Team
One International Towers Sydney
100 Barangaroo Avenue
Sydney NSW 2000

Tel: +61 2 8864 8888

Fax: +61 2 8864 8800

Email: A&Hoperations@mercermarshbenefits.com

www.marsh.com.au

Marsh Pty Ltd

ABN 86 004 651 512

AFS Licence No: 238983

Marsh Pty Ltd

ABN 86 004 651 512
One International Towers Sydney
100 Barangaroo Avenue
Sydney, NSW Australia 2000
PO Box H176
AUSTRALIA SQUARE NSW 1215
www.marsh.com.au

About Marsh

[Marsh](#) is the world's leading insurance broker and risk advisor. With over 45,000 colleagues operating in 130 countries, Marsh serves commercial and individual clients with data-driven risk solutions and advisory services. Marsh is a business of [Marsh McLennan](#) (NYSE: MMC), the world's leading professional services firm in the areas of risk, strategy and people.

With annual revenue over \$20 billion, Marsh McLennan helps clients navigate an increasingly dynamic and complex environment through four market-leading businesses: [Marsh](#), [Guy Carpenter](#), [Mercer](#) and [Oliver Wyman](#). For more information, visit mmc.com, follow us on [LinkedIn](#) and [Twitter](#) or subscribe to [BRINK](#).

Copyright © 2023 Marsh Pty Ltd. All rights reserved.