

# PUBLIC & PRODUCTS LIABILITY

## Summary of Terms

OUR REF: 023334

### JLT CONTACT DETAILS:

**Name:** Local Community Insurance Services / Abby Vyas  
**Direct Dial:** 1300 853 800  
**Facsimile:**  
**Email:** insurance@lcis.com.au / Abby.Vyas@jlta.com.au

<b>INSURED</b>	Guildhouse Inc for and on behalf of Guildhouse Accredited and Allied Members		
<b>ABN AND ITC DETAILS</b>	ABN	To Be Advised	ITC 0.00%
<b>OTHER INTERESTED PARTIES</b>	Accredited and Allied members as noted in schedule		
<b>BUSINESS</b>	Principally Artists including Property Owners/Occupiers and any other incidental occupation.		
<b>GEOGRAPHICAL SCOPE</b>	Worldwide except USA and Canada where the policy only applies subject to the United States/Canada Exports Endorsement detailed in the schedule		
<b>JURISDICTIONAL SCOPE</b>	Australia		
<b>GOVERNING LAW OF CONTRACT</b>	Australian		
<b>PERIOD OF INSURANCE</b>	From: 31 May 2023 at 4 PM Local Standard Time To: 31 May 2024 at 4 PM Local Standard Time and any further period for which the Insurer agrees to provide cover.		
<b>LIMITS OF LIABILITY</b>	General Liability	\$20,000,000 any one Occurrence.	
	Products Liability	\$20,000,000 any one Occurrence and in the aggregate for all Occurances during any one Period of Insurance.	

**SUB-LIMITS OF LIABILITY** Property in Your Physical or Legal Control \$250,000 any one occurrence

**DEDUCTIBLE/EXCESSES** The insured shall bear the first \$250 of each and every Property Damage claim or series of claims arising out of any one Occurrence except for North American exports where the excess is \$10,000 any one occurrence. Inclusive of 1.3 Supplementary Payments.

All indemnifiable liability attributable to one source or original cause shall be deemed one Occurrence for the purpose of the application of the above deductible.

**POLICY WORDING AND CONDITIONS** Victor Insurance Broadform Liability Wording QM6195-1120, and subject to the following Endorsements and Exclusions:

**AMENDMENT TO PROFESSIONAL LIABILITY EXCLUSION**

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Exclusion 3.15. Professional Liability amended to read as follows:

Liability to pay Compensation for the rendering of or failure to render professional advice or service by You or any related error or omission connected therewith, but this Exclusion does not apply to:

- (a) Personal Injury or Property Damage arising from such rendering or failure to render professional advice or service, providing such professional advice or service is not given for a fee;
- (b) Personal Injury and/or Property Damage arising from the rendering or failure to render professional medical advice by Medical Persons employed by You to provide first aid and other medical services on Your premises;
- (c) personal injury or property damage arising from the provision, production or tendering of art works'.

**UNITED STATES OF AMERICA AND/OR CANADA EXPORTS ENDORSEMENT**

**2. DEFINITIONS at 2.7 Geographical Limits**

**USA and/ or Canada Exports Endorsement**

The following amendments are made to the Policy:  
1. Geographical Limits Definition 2.7 is deleted and replaced with:

Anywhere in the world subject to additional Exclusion – Territorial Limits

1. The following additional Exclusion – Territorial Limits is added to the Policy:

(a) claims made or actions instituted within any Country, State or Territory (outside Australia) where the laws of that Country, State or Territory require insurance to be effected or secured with an insurer or organisation licensed in that Country, State or Territory to grant such insurance;

(b) claims made and actions instituted within North America or any other territory coming within the jurisdiction of North America;

(c) claims and actions to which the laws of North America apply.

Provided that Exclusion (b) and (c) do not apply to:

(d) claims and actions arising from the presence outside Australia of any of Your Employees and/or directors or partners who are normally resident in Australia and who are not undertaking manual work or supervision work of any kind while in North America;

(e) claims for Personal Injury, Property Damage or Advertising Liability caused by or arising out of Your Products exported by You or on Your behalf to North America.

The Limit of Liability in respect of coverage provided under Exclusion Territorial Limits (d) and (e) is inclusive of costs, expenses and interest set out in 1.3 Supplementary Payments.

The Excess applying to cover granted by Exclusion Territorial Limits (d) and (e) is \$10,000 any one Occurrence inclusive of costs and expenses set out in 1.3. Supplementary Payments.

#### **LCIS07 SEXUAL MOLESTATION**

Any claims arising from, contributed to by or in connection with sexual and/or child assault, abuse, molestation or attempt thereof. Furthermore, we will not indemnify You for '1.3 Supplementary Payments.

#### **LCIS16 COUNCIL LIABILITY EXCLUSION**

This Policy does not indemnify any council for their legal liability arising from the use, operation or provision of any council facilities provided for hire, use or operation by others or for any other business conducted by council in connection with such facilities.

#### **LCIS32 Total Listed Human Disease Exclusion**

We shall not be liable to indemnify You for Your legal liability or any other benefit, cost or expense arising directly or indirectly out of, contributed to by, resulting from or in connection with any listed human disease determined under section 42 of the Biosecurity Act 2015 (Cth) or any Subsequent Legislation.

For the purposes of this exclusion "Subsequent Legislation" means:

1. an act or regulation as amended, replaced or re-enacted;
2. where an act or regulation has been repealed, the current equivalent act

or regulation (Commonwealth, State or Territory) with materially  
the same object or purpose whether in whole or part

<b>INSURER</b>	QBE Insurance (Australia) Ltd
<b>POLICY NUMBER</b>	ATA023334PLB-MAY
<b>REMARKS</b>	Please refer to your policy document for details of Terms, Conditions and Exclusions.

# IMPORTANT INFORMATION

## GENERAL NOTICES

These notices apply to all policies

### INSURANCE CONTRACTS ACT 1984 (CTH) DUTY OF UTMOST GOOD FAITH AND CONSUMER INSURANCE CONTRACTS – DUTY TO TAKE REASONABLE CARE AND OTHER INSURANCE CONTRACTS – DUTY OF DISCLOSURE

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.

The Act provides an additional duty as follows:

- if your insurance policy is obtained wholly or predominantly for the personal, domestic or household purposes (e.g. personal accident, sickness, travel, medical indemnity, consumer credit, personal and domestic property, home or car insurance and life); or your insurer has opted in to the contract being a consumer insurance contract (in accordance with the relevant rules) then your duty is set out below in the following Consumer Insurance Contracts – Your Duty to Take Reasonable Care Not to Make a Misrepresentation to the Insurer notice; and
- in all other situations, your duty is set out below in the Duty of Disclosure - Other Insurance Contracts

#### 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 and our Questions

Your answers to the insurer's and our 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 and our 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 us 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.

#### DUTY OF DISCLOSURE – OTHER INSURANCE CONTRACTS

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.

If we ask you questions that are relevant to the insurer's decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

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, is common knowledge, 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.

#### DUTY OF DISCLOSURE - SUBSIDIARY AND ASSOCIATED COMPANIES

Cover which is arranged for subsidiary and/or associated companies in addition to named insureds.

If you enter into a contract of insurance on behalf of any subsidiary and/or related company of the named insured, that subsidiary and/or related company has the same duty of disclosure as the named insured. We recommend that you ensure that each subsidiary and/or related company is made aware of the duty of disclosure and given an opportunity to make any necessary disclosures.

#### ESSENTIAL READING OF POLICY WORDING

We will provide you with a full copy of your policy as soon as it is received from the insurer.

It is essential that you read this document without delay and advise us in writing of any aspects which are not clear or where the cover does not meet with your requirements.

#### CHANGE OF RISK OR CIRCUMSTANCES

It is vital that you advise the insurer of any changes to your company's usual business. For example, insurers must be advised of any

- mergers or acquisitions,
- changes in occupation or location
- new products or services, or
- new overseas activities

Please contact us if you are in doubt as to whether to notify your insurer of a change in business operations.

Your duty to disclose applies also when you amend, alter, vary or endorse a policy.

#### HOLD HARMLESS AGREEMENTS, CONTRACTING OUT, REMOVAL OF SUBROGATION OF RIGHTS

You may prejudice your rights to a claim if, without prior agreement from your insurer, you make any agreement that could prevent the insurer from recovering the loss from a third party. These 'hold harmless' clauses are often found in leases, licences and contracts for maintenance, supply, construction and repair.

## 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 (e.g. mortgagees, lessors, principals etc.) unless their interest is expressly noted on the policy. This is not applicable to Professional Indemnity or Directors & Officers policies.

## TARGET MARKET DETERMINATION (TMD)

If you are interested in the Target Market Determination for your retail policy(s) you can access this via our online portal which provides access to the insurer TMD by policy class at <https://www.marsh.com/au/target-market-determinations.html>

## GENERAL ADVICE WARNING

It is important that you understand and are satisfied with the policies we can arrange for you. Any recommendations we have made have been based on a consideration of the premium quoted and the scope of cover offered by an insurer. We can give you general information to help you decide but unless we have specified otherwise, we have not advised you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs. We therefore recommend that you should carefully read the relevant Product Disclosure Statement and other information we provide before deciding.

## NSW STAMP DUTY EXEMPTION

From 1 January 2018, some small businesses with an aggregated annual turnover of less than \$2 million may be exempt from NSW stamp duty on commercial motor vehicle, commercial aviation, occupational indemnity or public/product liability insurance policies. (\*aggregated turnover is your Australia wide annual turnover plus the annual turnover of any businesses that are your affiliates or are connected with you). To apply for an exemption or a refund please contact us for a copy of the 'NSW Insurance Duty - Small Business Exemption Declaration Form' if one has not been provided to you.

## SEVERAL LIABILITY

Where your policy cover is provided by more than one insurer it is important to note that each insurer is only responsible to the extent of their individual subscription and there is no obligation for that insurer to make up the shortfall of any other subscribing insurer in a claim or return premium payment.

## NEW CLAIMS / UNREPORTED LOSSES

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. 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.

## CONFIRMATION OF TRANSACTION

You may contact us by telephone or in writing to confirm any transaction under your policy, such as renewals and endorsements. If necessary, we will obtain the information for you from the insurer.

## REFUND OF PREMIUMS

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, we reserve the right to retain all brokerage, fees and charges.

## FINANCIAL SERVICES GUIDE (FSG)

The JLT Public Sector Financial Services Guide can be downloaded at <https://www.marsh.com/au/financial-services-guide.html> and contains important information about us and the services we provide. You should read it carefully and make sure you understand it. If there is anything in the FSG that you do not understand, please contact us.

## REMUNERATION AND OTHER INCOME

Our principal remuneration for arranging insurance on 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. In the event of a mid-term broker appointment, we reserve the right to retain all commission, fees and charges. In addition to the above we, or any company within the Marsh Group of Companies may receive income from insurers including: interest earned on insurance monies passing through our bank accounts; profit commissions or profit shares paid by insurers on specific classes of business; administrative service fees or expense reimbursements for limited specific services we provide to insurers as part of the placing or claims process. We will disclose any potential conflict of interest not included above which may occur and affect our relationship.

## RECEIVING INFORMATION ABOUT OTHER PRODUCTS AND SERVICES

We may, from time to time, offer you information about products and services which may be of interest to you. Please notify us if you do not wish to receive such additional information.

## COMPLAINTS PROCEDURES

retail clients who receive an FSG

If you are dissatisfied with our service in any way, in the first instance, please contact the Adviser servicing your account or our Complaints Officer on 61 3 9603 2338 or email [complaints.australia@marsh.com](mailto:complaints.australia@marsh.com). More information on our complaints procedure can be found in our Financial Services Guide.

#### PRIVACY POLICY

We value your privacy and are committed to handling your personal information in accordance with the Australian Privacy Principles and the Privacy Act. Full details of how we collect, hold, use and disclose personal information is detailed in our Privacy Policy available online at <https://www.marsh.com/au/privacy-policy.html>. Contact your Adviser if you require a copy or email [privacy.australia@marsh.com](mailto:privacy.australia@marsh.com).

#### POLICY SPECIFIC NOTICES

Where applicable, these notices will be indicated in this documentation.

#### DUTY OF DISCLOSURE – OTHER CONTRACTS NOT GOVERNED BY THE INSURANCE CONTRACT ACT

In relation to policies which are not governed by the Insurance Contracts Act 1984 such as marine insurance (other than marine inland transit insurance and pleasure craft insurance) and insurance required by statute, the insured still owes a duty of disclosure to the insurer. This is a duty to disclose to the insurer before the contract is concluded, every material circumstance which is known to the insured. Every circumstance is material which would influence the judgment of a prudent insurer in fixing the premium or determining whether they will take the risk. The insurer may avoid the contract from inception if the insured fails to make such disclosure. In the case of insurance required by statute, such as compulsory third party motor vehicle insurance, the insurer may have rights of recovery against the insured in the event of misrepresentation, misstatement or non-disclosure.

#### EVENTS OCCURRING PRIOR TO COMMENCEMENT

Some policies provide cover on an 'occurrence' basis. Your attention is drawn to the fact that such policies do not provide indemnity in respect of events that occurred prior to commencement of the contract.

#### NOT A RENEWABLE CONTRACT

Where all or part of the policy provides cover on a claims made basis, this policy or part of the policy will terminate on the date indicated. We emphasise that such a policy is not a renewable contract. If you require similar insurance for any subsequent period, you will need to complete a new proposal so that terms of insurance and quotation/s can be prepared for your consideration prior to the termination of the current policy.

#### CLAIMS MADE DURING THE PERIOD OF INSURANCE

Where all or part of the policy provides cover on a claims made basis any claims first made against you AND reported to the insurer during the period of insurance are covered irrespective of when the act causing the claim occurred, subject to the provisions of the Prior and Pending Litigation Date stated in the Schedule.

Please note the effect of Section 40(3) of the Insurance Contracts Act 1984. If you become aware of facts that may give rise to a claim, and you give written notice to the insurer of those facts as soon as possible (and before the policy period expires), then the insurer may not deny liability for that claim, when made, solely because it was made after the expiry of the policy period.

For this reason, you must advise the insurer in writing of all incidents that may give rise to a claim against you without delay after such incidents come to your attention and prior to the policy's expiry date.

As such this policy will not provide indemnity for claims, or possible claims, notified after the policy expires.

#### AVERAGE/UNDER INSURANCE (BUSINESS INTERRUPTION)

Some policies contain an Average/Co-Insurance clause, which is fully set out in the Basis of Cover or Policy Specification of the policy. For the types of cover usually provided, the Average/Co-Insurance calculation is arrived at by applying the Rate of Gross Profit; Revenue or Rentals (as applicable) to the Annual Turnover, Revenue or Rentals (as applicable); these factors first being appropriately adjusted as provided for in the Trend of Business or Other Circumstances clause. If you are in any doubt about the application of this clause to your policy, please contact us for assistance.

#### AVERAGE/UNDER INSURANCE

Home buildings and contents, fire, industrial special risks and other policies often contain an average clause. This means that you should insure for full value which may be replacement, 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. A simple example, illustrating the basic principle, application and effect of the Average/Under Insurance Clause is as follows:

EXAMPLE	
Full Value at commencement date	\$1,000,000
Sum Insured at policy commencement date	\$700,000
\$700K/\$1M - insurer pays 70% of any insured loss & insured retains balance of 30%	



EXAMPLE	
Amount of Claim, say	\$100,000
Amount payable by Insurers as a result of the application of Average/Co-Insurance (being 70% of \$100,000)	\$70,000

#### WORKERS COMPENSATION ACT

The ACT Default Insurance Fund (DI Fund) levy covers the cost of uninsured employers' claims on the DI Fund. The cost was previously incorporated into the total premium payable by all ACT Employers and is now separated out of premium and shown as a levy.

#### WORKERS COMPENSATION

If you have arranged a business package or composite type policy through us it will not include Workers' Compensation insurance. This must be arranged as a standalone contract as per the various State/Territory legislative requirements. It is compulsory for employers to have Workers' Compensation insurance in place to cover work related injuries to their employees and workers. You must also ensure your agents, employees and contractors meet all of these requirements. If you are in doubt regarding this notice, please contact us for assistance.

#### RETROSPECTIVE COVER

Some policies do not provide cover in respect of claims arising out of acts committed prior to any 'Retroactive Date' specified in the policy wording unless you specifically request and obtain this cover. An additional premium may apply to any extension to the retroactive date.

#### BINDING AUTHORITY

This insurance is being effected under an authority to bind cover on behalf of the insurer and that in arranging this policy we are acting as agent for the insurer.

#### MMA LLOYDS PLACEMENT

MMA acts under the terms of a binding agreement with certain underwriters at Lloyds. This means they act on behalf of the insurer and not for us and they enter into the contract on the insurers behalf.

#### LLOYDS PLACEMENTS & COMPLAINTS

Lloyds has given us authority to effect the contract of insurance with certain underwriters at Lloyds. The insurer's obligations under contracts of Insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscription. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

If you have a complaint, access the Lloyds Complaints Procedures online for the steps involved in lodging a complaint directly with Lloyds or the External Dispute Resolution Facility.

#### MMA - MARSH & MCLENNAN AGENCY

The policy has not been signed by the insurer as it was issued through the Internet. Under the operation of an agreement between Marsh & McLennan Agency and your insurer, the allocation of the policy number by the insurer confirms the insurer's acceptance of the policy subject to full payment of the premium.

#### MMA ALLIANZ PLACEMENT

Where your policy is underwritten by Allianz via the MMA Gateway you need to be familiar with [Allianz's Privacy Notice](#) which outlines how your personal information is handled, collected, accessed and disclosed. It also outlines how to provide/withdraw consent to share or receive information, how conversations are recorded, how they comply with the General Insurance Code of Practice and how you can lodge a Complaint.

#### PLACEMENTS WITH COMPANIES WITHIN THE MARSH GROUP OF COMPANIES

In section titled 'Placements with companies within the Marsh Group of Companies', replace the content in relation to Marsh & McLennan Agency Pty Ltd with the following:

Your policies have been placed with the assistance of another Marsh company, Marsh & McLennan Agency Pty Ltd (MMA). MMA is remunerated by an administration fee calculated as a percentage of premium received by the participating insurers.

MMA also participate in a program provided by QBE Insurance (Australia) Limited (QBE) under which MMA obtain additional benefits by way of a profit share, reward for growth and business support services for eligible insurance policies placed through the MMA Micro SME Placement Facility. The amount of the profit share (if any) is determined by QBE for a given period of each year by reference to the combined results of the total contracts of insurance for all eligible insurance products placed through the Micro SME Facility with QBE for the previous calendar year.

#### MMA – BINDING AUTHORITY AND DELEGATED CLAIMS HANDLING AUTHORITY

Marsh & McLennan Agency Pty Ltd and its representatives (MMA) act under the terms of a binding authority from certain underwriters at Lloyds, who has also provided delegated authority to handle and settle claims for this class of insurance. This means MMA enter into the insurance contract and handle and settle claims as their agent and not for you and will be remunerated by the insurer(s) for those services. This remuneration is in addition to our broking fee and/or commission for this class of insurance.

#### UNAUTHORISED FOREIGN INSURER

Your insurance contract(s) is / are proposed to be placed with (or partly with) an unauthorised foreign insurer that is not located in Australia or authorised under the Insurance Act 1973 ('the Act') to conduct insurance business in Australia.

Such insurers are not subject to the provisions of the Insurance Act 1973, which establishes a system of financial supervision of general insurers in Australia by the Australian Prudential Regulation Authority (APRA).

You should consider whether to obtain further information from us on matters such as:

- the name and postal address of the insurer;
- the country of incorporation of the insurer and whether that country has a scheme of financial supervision of insurers;
- the paid up capital of the insurer;
- its rating by a credit rating agency;
- which country's laws apply to the policy and will determine disputes under the contract.

#### VICTOR INSURANCE PTY LTD

Victor Insurance Pty Ltd (Victor) (formerly known as Key Underwriting Pty Ltd) is an underwriting agency and Authorised Representative (No. 403803) of Marsh Pty Ltd (ABN 86 004 651 512, AFS Licence No. 238083) (Marsh). Victor is a subsidiary of Marsh which is part of the Marsh McLennan Companies (MMC) group of companies.

This insurance is underwritten by Victor under an authority to bind cover on behalf of the insurer. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them 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. They will 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.

In underwriting and binding this insurance, and handling insurance claims, Victor may delegate authority to certain employees of JLT Risk Solutions Pty Ltd (JLT) or Marsh. Victor and those employees of JLT/Marsh act as agents of the insurer and not as your agent. JLT, Marsh and Victor Insurance are related companies. Victor, JLT and Marsh are businesses of MMC.

#### **Delegated Claims Authority**

This placement involves the services of an associated entity of Marsh, Victor Insurance Pty Ltd (ABN 11 146 607 838) (formerly known as Key Underwriting Pty Ltd) who is an underwriting agency (Victor Insurance). Victor Insurance is an authorised representative of Marsh Pty Ltd (AR No 403803). Victor Insurance manage and settle claims for these policies on behalf of the insurance companies. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform. They receive commission paid to them 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. All commissions and fees include GST and are incorporated within the cost of the product. This remuneration is in addition to our broking fee and/or commission for this class of insurance.

#### VICTOR INSURANCE AUSTRALIA

This placement involves the associated entity of Marsh, Victor Insurance Australia Pty Ltd (ABN 83 161 243 198) who is an underwriting agency (Victor Australia). Victor Australia is an authorised representative of Marsh McLennan Agency Pty Ltd (AR No 1276980). Victor Australia manage and settle claims for these policies on behalf of the insurance companies. In such capacity, they are acting solely as an agent of the applicable insurance company and are paid compensation by the insurance company for the services they perform as an underwriting manager. They receive commission paid to them 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. All commissions and fees include GST and are incorporated within the cost of the product. This remuneration is in addition to our broking fee and/or commission for this class of insurance.

#### REFERRER REMUNERATION

A percentage of the income received by us is paid to another broker for their role in referral, distribution or promotion.