

Stening Simpson (International) Pty Ltd

Financial Services Guide

Stening Simpson (International) Pty Ltd

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What You Will Find On This Page

This Document provides you with a range of information you may need to know about the services Stening Simpson (International) Pty Ltd (Stening Simpson) provides for you. We encourage you to read everything here to better understand important aspects about your relationship with us.

Under Australian law, we are required to provide some of this information to you. However, we have decided to go further and provide you with a full suite of information about how we work for you. This is just part of our commitment to openness and transparency.

We are committed to providing you with quality products, excellent service and comprehensive insurance advice.

Where to find further information

You can find further information about Stening Simpson by either contacting your Stening Simpson Adviser or on our website at www.steningsimpson.com.au.

How you can contact us about your insurance

To make things as easy as possible for you, you can give us your instructions by telephone, or in person, or by any other means which we agree with you. Just contact your Stening Simpson Adviser to arrange your preferred method of contact.

Our commitment to you

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

Ensuring individual service

One or more advisers will take responsibility for providing you with our services. They will be your primary point of contact and will work to ensure a simple, quick and personalised relationship with Stening Simpson. Other employees will work to support your Stening Simpson Client Risk Adviser.

Stening Simpson's expertise: At your service

Stening Simpson is a leading provider of insurance-related risk solutions and corporate services in Australia. Our staff work to ensure quality risk management outcomes for you. Complementing core staff and on site teams, Stening Simpson maintains a panel of external associates and a series of strategic alliances and a broad and active network of affiliates to deliver work throughout Australia and internationally.

The combination of international experience and Australian expertise gained over 35 years allows us to deliver you the most comprehensive range of insurance and risk solution products and services available.

Our Local and Global servicing capabilities

Under the Corporations Act 2001, Stening Simpson is licensed to provide advice on Specialised Risk insurance products, as an insurance broker and also to deal in these products and interests.

- Stening Simpson's client focused approach and technical ability spans a wide and diverse range of industries and insurance markets. This enables us to provide sophisticated program design and innovative risk management solutions.
- Our skilled broking abilities include professional advice and expertise in the areas of self-funding mechanisms, catastrophe analysis, protection and disaster recovery.
- Where required, Stening Simpson has the ability to integrate global programs using our worldwide network and approved correspondent brokers.
- Our recently implemented global matrix, that focuses resources into specialist teams, further enhances the quality of streamlined and seamless services that we are able to provide to our multi national clients.

Tailoring insurance products to your needs

Before our negotiations with insurers commence on your behalf, we will help establish your insurance requirements. To do this we may need to gather and collate risk information about you. Please see the Duty of Disclosure section for more information about this.

Quoting and placing insurance on your behalf

Once we have established your needs, we will identify the local and overseas markets to be approached to determine the most competitive insurance coverage for you. Your Stening Simpson Client Risk Adviser will provide you with expert advice to help you to make an informed decision.

When you have made your decision, we will ensure that your instructions are implemented quickly and efficiently. Any inability to fulfil your instructions will be brought to your attention immediately.

Your invoice and payment terms

Your invoice will state the amount of total premium, statutory charges plus any fees you need to pay and the date on which they are payable. Our usual terms of payment are 14 days from the date of our invoice. Failure to pay on time may lead to your insurance becoming ineffective.

Your insurance documents

When your insurance arrangements are complete, we will confirm this with you in writing and will forward the appropriate policy documentation to you. This will provide you with any evidence of the insurance held you may need in the future. The policy or Stening Simpson document will comprehensively set out the contractual terms and conditions of the insurance.

You should check the document and satisfy yourself that it is entirely in accordance with your understanding and instructions. Just let your Stening Simpson Client Risk Adviser know if you have any concerns.

How to make a claim

You should notify us of any claims as soon as you can. If you have a third party claim you must not admit liability. It is very important that you observe all conditions in your policy about the reporting and handling of claims – failure to do so could lead to your claim not being paid.

When we receive a claim notification from you, we will notify the insurer of the claim in a timely fashion. We will confirm with you in writing when the notification has been made. We will then promptly let you know any information, comments or advice received from the insurer about your claim.

Your Stening Simpson Client Risk Adviser can provide you with any additional information you need.

Managing your claim promptly and efficiently

We are committed to providing you with prompt and efficient claims service:

- we will diligently pursue the settlement and collection of any claim under your insurance policy
- we will always seek to secure the fullest recovery possible
- we will keep you informed of the progress of the claim
- we will provide you with written confirmation of the acceptance of the claim and the amount of settlement agreed by the insurer.

Claims fees

If you require assistance from us with a claim which requires an unexpected and significant amount of time or expertise, we reserve the right to make an additional charge for it. Any charges will be agreed with you before we provide the services so you always know how much you will be required to pay.

Claims Made policy

Some policies we arrange may be subject to “Claims Made” provisions. This means that claims, or possible claims, must be notified to the insurer while the policy is current. Such policies will not provide indemnity for claims, or possible claims, notified after the policy expires. We will advise you when your policy is a Claims Made policy.

Security Measures

The security of your insurance is important to us. To ensure our Australian clients' needs are met the global Stening Simpson's Security Committee is responsible for monitoring the security measures used by Stening Simpson. The Committee reviews security on an ongoing basis, allowing our selection of insurers to be based on our knowledge and experience of the relevant market sector and the financial standing of the insurer. The Security Committee monitors the financial standing of insurers using information in the public domain. We endeavour only to use insurers who are financially secure. However, the financial standing or condition of any insurer can change after your policy has been arranged. We can accept no responsibility for the financial standing or performance of any insurer and will not be responsible in any circumstances in the event that they are unable to meet their obligations to you.

How are we paid for the services we provide?

As an insurance broker, there are several ways we can be paid. In general, our principal remuneration for arranging insurance in your behalf is either by way of commission paid by the Insurer and/or a fee including a service fee and an administration fee to be paid by you:

- Commission paid to us by the insurer as a percentage of the insurance premium paid by you before stamp duty, fire services levy, GST and any other government charges, taxes, fees or levies. It will vary depending on the insurer and the policy and we will advise you of the range of commission upon request. **or**;
- a fee **or**;
- a combination of Commission paid by the Insurer and a Fee.

Commission and Fees are earned for the policy period. We are entitled to retain all commission and fees covering the full policy period for policies placed by us on your behalf.

We may also charge you (with your agreement) a fee for any special advisory or additional related services.

In line with our policy of openness and transparency we will, when requested, endeavour to calculate and disclose the amount or a reasonable estimate of any additional income which we may receive from the above and any other sources in relation to insurances we arrange.

Stening Simpson's salaries, commissions and fees

We sometimes pay bonuses to our staff for enhancing our business by providing excellent service. Other than that, our employees receive an annual salary, but do not receive a commission on any specific advice offered to you – this helps make sure Stening Simpson's advice is geared to providing the most appropriate insurance and risk management services for you.

In some cases another person or company may introduce you to us. In return, we sometimes share our commission or fees with them, or pay them an agreed Referral Fee.

We are committed to ensuring you receive top quality advice. To help make sure of this, we endeavour to avoid any associations or relationships that are capable of influencing our advice to you, except those from which we may receive remuneration or benefits already declared to you and/or where the coverage terms benefit you.

Documents we may give you

If you would like another copy of this Document or one of our specialist area FSGs, you can find them on our website at www.steningsimpson.com.au or contact your Stening Simpson Client Risk Adviser.

When you are buying a financial product, we will provide you with a Product Disclosure Statement. This will help you to make an informed decision about that product.

General advice warning

In most instances our advice is general. To help you decide if it suits you, please read the Product Disclosure Statement. We are also happy to provide you with further information.

Providing you with personal advice

Sometimes it will be appropriate to provide you with personal advice that takes into account your individual objectives, financial situation or needs. This tailored advice will help ensure that you have cover most suited to your requirements. We will provide you with a Statement of Advice where this is required by law. Any subsequent advice will be recorded by us and you may request a copy of such record in writing.

We will inform you about our fees and commissions, other benefits and any associations we have with insurers or other parties which may have influenced the advice provided.

Confirming your transaction

We would be pleased to confirm any details about your insurance policies and transactions. Please contact your Stening Simpson Client Risk Adviser 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.

Stening Simpson's Insurance

Stening Simpson has Professional Indemnity Insurance in place which satisfies ASIC's requirements under s912B of the Corporations Act 2001 (Cth). This insurance is intended to cover claims in relation to the conduct of Stening Simpson representatives and employees who worked for Stening Simpson at the time of the relevant conduct, even if they do not work for Stening Simpson at the time the claim is made.

Keeping you up to date

From time to time Stening Simpson may offer you information about products and services which may be of interest to you. Just let your Stening Simpson Client Risk Adviser know if you do not wish to receive this information.

Your Duty of Disclosure

The Insurance Contracts Act 1984 sets out certain duties you must understand before you enter into a contract of insurance with an insurer. You have a duty to inform the insurer about every matter that you know (or could reasonably be expected to know) is relevant to the insurer's decision about whether to accept the risk of the insurance and, if so, on what terms. You have the same duty each time you renew, extend, reinstate or vary the policy and throughout the policy period.

Your disclosure requirement under the Insurance Contracts Act 1984 is especially important in matters relating to physical risk (including alteration of risk and new or changed business activities or changed location), past claims, cancellation of insurance covers, imposition of increased premiums, insolvency or criminal convictions. Please make sure you disclose any of these things.

Your disclosure requirement is not limited to specific questions in the insurance proposal or matters applying to you in the policy. It also includes other matters like past businesses or private insurances. If you breach the duty, even innocently, the insurer may be able to reduce its liability if you make a claim or may even be able to cancel the contract. If the non-disclosure is fraudulent the insurer may also have the option of avoiding the policy from its inception.

If you are in any doubt as to the extent of the duty of disclosure or whether a piece of information ought to be disclosed, just contact your Stening Simpson Client Risk Adviser.

Using e-commerce to improve our service

We always seek to place and service your insurance policies in the most efficient manner. Increasingly this is now best achieved by electronic trading. Some insurers even now require information to be submitted to them electronically. Where we consider it appropriate, we will exchange information with you, the insurer and other parties connected with the insurance using e-mail, through private insurance market networks and through web-enabled systems accessed via the internet.

Just let your Stening Simpson Client Risk Adviser know the best method for us to communicate with you.

Communicating by e-mail

We understand the convenience that e-mail provides to individuals and businesses and that you may prefer to communicate by e-mail. However, it is important to remember that e-mail has some potential drawbacks in the provision of insurance services. There is no guarantee of the confidentiality, completeness, accuracy or receipt of an e-mail. While these are problems in themselves, please be aware they may also influence the acceptance of particular e-mails as evidence in a legal matter.

We accept no responsibility if information sent by you to us by e-mail is incomplete or corrupted. We will also be entitled to act upon any instruction from you received by e-mail which reasonably appears to have been sent by you.

For important messages, we may ask for a confirmation of receipt and we will acknowledge or respond to messages we receive from you. We may also request or send hard copies of messages where appropriate. These measures help ensure communication is accurate and protect your interests.

Where receipt of messages by a given time is critical or where the subject matter is of an important nature, we recommend you use courier to ensure we receive your messages and act on them efficiently. Many contracts of insurance have provisions which require notice in writing in order to ensure compliance – particularly in relation to claims advices. The use of e-mail in such circumstances may be inappropriate.

Using mobile phone text messages (SMS)

We are unable to communicate with you or accept instructions from you by means of mobile phone text message (SMS). Any messages or information sent by SMS will not be acted upon until such time as they have been confirmed by alternative means.

Protecting you: Avoiding conflicts of interest

In all areas of business, conflicts of interest sometimes arise. Stening Simpson has designed efficient procedures to assist in the handling of such situations to ensure your protection at all times.

Where we act as the agent for two or more clients involved in the same (or related) loss situation, we will advise the clients involved of any conflicting interests. We will then take immediate steps to segregate the claim servicing functions for each of the clients. These steps will normally include the assignment of different Stening Simpson Client Risk Advisers within Stening Simpson and the establishment of direct communication procedures.

Should a situation arise where our own interests conflict with any duty we owe to you, we will not proceed until we have fully informed you of the position and you have provided your informed consent on the manner in which we will proceed.

Our commitment to your privacy

Stening Simpson is committed to the protection of your privacy. Stening Simpson abides by the Australian Privacy Principles, which set out standards for the collection, use, disclosure and handling of personal information.

You can examine Stening Simpson's Privacy Policy on our website www.steningsimpson.com.au, or by obtaining a copy from your Stening Simpson Client Risk Adviser or the Stening Simpson Privacy Officer.

Dealing responsibly with your money

We treat your money seriously. If we receive a premium from you before the policy has incepted, we always keep your money in a separate trust account in accordance with the relevant laws. Your money can only be withdrawn from the trust account to refund you or to pay the insurer when your insurance has incepted.

Understanding Average Clauses and Under-Insurance

Home building and contents, fire, business interruption, industrial special risks and other policies often contain an "Average Clause". This means that you should insure for full value – which may be replacement, re-instatement, indemnity or market value depending on the type of insurance cover arranged. If you are under-insured your claim may be reduced in proportion to the amount of under-insurance.

Understanding Indemnity, Hold Harmless Agreements, Contracting Out and Removal of Subrogation Rights

You may prejudice your right to a claim if, without prior agreement from your insurer, you agree to the removal of subrogation rights that could prevent the insurer from recovering the loss from a third party. You should also be cautious about "contracting out", "indemnity" or "hold-harmless" clauses which are often found in leases, licences and contracts for maintenance, supply, construction and repair and which generally require you to voluntarily assume liabilities in excess of liabilities imposed by statute or common law. If you are in any doubt, you should forward a copy of these contracts to your Stening Simpson Client Risk Adviser.

Insuring the interests of other parties

If you require the interest of another party to be covered by the policy, you must request this. Most policies will attempt to exclude indemnity to other parties (such as mortgagees, lessors, principals, etc) unless their interest is expressly noted on the policy.

Understanding several liability

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

Warranties

Where any insurance is subject to a warranty, there must be strict compliance with the stipulation in the warranty. Failure to comply with any warranties may invalidate policy cover and lead to non-payment of claims, even though the breach may not have any bearing on a particular claim.

Unreported Losses

Please let us know whether there are any losses which have occurred that have not been reported to us/insurers, whether you intend making a claim or not.

New Claims

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date insurers quoted their terms and the inception date of the cover. If claims do occur during this period, insurers have the right to revise the terms quoted or even withdraw their quotation.

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

We have efficient dispute resolution procedures in place to help you. If you have a complaint, you can communicate it to your Stening Simpson Client Risk Adviser in the first instance. Alternatively, you can refer it directly to Stening Simpson's Complaints Manager in writing, or by telephone at:

Stening Simpson (International) Pty Limited
Ground Level, 100 Walker Street, North Sydney NSW 2060
Phone: +61 2 9455 0560

We will need you to provide us with comprehensive details to help us investigate your complaint further. All information will be treated in the strictest confidence.

We are a member of the National Insurance Brokers Association (NIBA) and subscribe to the NIBA Code of Conduct and the Insurance Brokers Code of Practice.

We also belong to an approved external dispute resolution scheme designed to provide independent assistance to you:

The Financial Ombudsman Service Limited (1300 780 808) – a free service for consumers with complaints concerning the financial services industry.

The matter will then be referred to the Stening Simpson Complaints Manager for further investigation.

IF WE CAN HELP WITH ANYTHING MENTIONED ON THIS PAGE, PLEASE DO NOT HESITATE TO CONTACT YOUR STENING SIMPSON CLIENT RISK ADVISER.