Financial Services Guide

A guide to our relationship with you
The purpose of this FSG is to help you to make an informed decision about whether to use the financial services we can provide to you. It contains information on:

- who we are and how we can be contacted or given instructions;
- the services we offer to you and how they are provided;
- how we and other relevant persons are remunerated;
- our compensation arrangements;
- our commitment to protecting your privacy;
- how complaints are dealt with; and
- other disclosure documents you may also receive.

Other disclosure documents you may also receive
Where required, you will also be given a Product Disclosure Statement (PDS) before or at the time you acquire any product as a retail client. The PDS contains information on the benefits and significant characteristics of the product and is designed to assist you in making an informed decision about whether to buy the product or not. It may be more than one document.

How We Provide Our Services
We may provide a dealing service, with or without general advice, in relation to the general insurance products that we distribute.

When we issue our own general insurance products, we act on our own behalf, not yours.

We are not the insurer of all products distributed by us. We may act on behalf of other product issuers in distributing their products (eg life risk products).

If we are acting on behalf of another issuer, this will be stated in the PDS for that product. We do not act on your behalf. If we have a binding authority from them, this means we act on their behalf as if we were them and can bind them by our actions.

In dealing with the relevant product, we will collect information from you to be able to issue it and manage your and our rights and obligations under it. We will also give you factual information about the product to help you decide whether to buy it.

In some cases we may also make a general recommendation or give an opinion about the product which is not based on our consideration of your individual objectives, financial situation or needs. In providing a general advice service, we cannot tell you whether the insurance or an option within it, is appropriate for you specifically. As a result, you need to consider the appropriateness of any information or general advice we give you, having regard to your objectives, financial situation and needs, before acting on it. You need to read the relevant policy documentation (including any PDS) to determine if it is suitable for you.

How You May Provide Instructions To Us
Our products may be issued to you either directly or through an insurance intermediary.

Where we issue our products directly to you, you can provide instructions to us by using our contact details above.

Where an insurance intermediary issues our products to you, you should provide your instructions to us through the insurance intermediary.

About this Financial Services Guide (FSG)
Telemarketing Companies
We may authorise a number of telemarketing companies to provide services on our behalf for which they receive remuneration from Chubb.

See below for further details about their remuneration. These services may include an inbound and outbound call centre to assist you in applying for our insurance products and to answer any general queries you may have about our products. The telemarketing companies follow procedures set by us and may also provide you with general advice which has been prepared and authorised by us. In providing these services, the telemarketing companies act on our behalf, not yours. The telemarketing companies may also act on behalf of other licensees. For further details, please contact us.

How We Are Paid For Our Services

Payment for the services we provide
As the issuer of any insurance policy, we will charge you an agreed premium for that product based on a number of factors including your risk profile and circumstances (plus relevant taxes and charges) which we will calculate and provide you with before you buy the product. The premium may be paid annually or in monthly instalments in certain cases.

Remuneration of our staff
All permanent Chubb employees are paid an annual salary. An annual bonus may be paid in some circumstances, which can be based on performance against sales targets and other performance criteria.

Chubb permanent employees may also receive other non-monetary benefits such as attendance at business related conferences, study trips, other functions or gift vouchers.

Telemarketing companies
All temporary Chubb employees receive hourly wages or such wages otherwise agreed for a fixed term or contract. Performance-based payments may also be paid in some circumstances.

Telemarketing companies remuneration
All remuneration payable to telemarketing companies will be paid by Chubb or Chubb’s business partners. You will not be asked to make any payment directly to a telemarketing company or in relation to any services provided by them, whether or not you take out an insurance contract through a telemarketing company.

The telemarketing company:
• will receive an amount as partial or complete reimbursement of staff remuneration expenses;
• may receive a fee which is a percentage of the net premium of an insurance policy (which is the total premium payable less GST, Stamp Duty and Fire Services Levy, where applicable) for all insurance policies arranged by the company that are not cancelled in the first 30 calendar days; and
• may also be paid agreed hourly rates or fixed costs to perform the services, such as information technology costs, calling time, sales verification and telecommunication charges.

The remuneration of telemarketing companies is normally paid on a weekly basis.

Remuneration of a telemarketing company’s staff
Depending on the particulars of each telemarketing campaign, a telemarketing company’s employees will receive a salary or a fee which is an hourly rate negotiated with the telemarketing company and may also receive one or more of the following benefits which are based on the employees’ performance against sales targets and other performance criteria:
• soft dollar benefits which can include gift vouchers, meals, entertainment such as tickets to sporting events and gifts such as bottles of wine; and/or;
• weekly monetary bonuses.

These benefits are paid by the telemarketing company and not Chubb.

The identity and remuneration of individual operators should not impact on the service provided or be material to your decision to enter into an insurance contract with Chubb.

Referral to Chubb by third parties
In certain cases, we may have a relationship with a third party who we may pay for referring you to us. We may pay them a referral fee which is a percentage of the net premium of an insurance policy (which is the total premium payable less GST, Stamp Duty and Fire Services Levy, where applicable).

This referral fee is already incorporated into the premium payable by you and the amount can vary, depending on the type of arrangement we have with the third party and the type of insurance product you purchase. The amount we pay them includes a reimbursement of expenses they incur in performing their role, for example marketing, postage, telephone, printing and call centre costs.

The referral fee is normally payable to third parties on a monthly or quarterly basis, in arrears.

Further Information
You can ask us to give you more particulars of the remuneration (including commission) or other benefits referred to above within a reasonable period after receiving this FSG and before we provide you with the financial service to which this FSG relates, unless we agree otherwise.
Compensation Arrangements

The Corporations Act 2001 (Cth) (the Act) requires licensees to have arrangements for compensating retail clients for losses they suffer as a result of a breach by the licensee or its representatives of Chapter 7 of the Act, unless an exemption applies. We are exempt from this requirement because we are an insurance company supervised by the Australian Prudential Regulation Authority and subject to prudential requirements of the Insurance Act 1973 (Cth).

Complaints and Dispute Resolution

We take the concerns of our customers very seriously and have detailed complaint handling and internal dispute resolution procedures that you can access. Please note that if we have resolved your initial complaint to your satisfaction by the end of the 5th business day after we have received it, and you have not requested that we provide you a response in writing, the following complaint handling and internal dispute resolution process does not apply. This exemption to the complaints process does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

Stage 1 - Complaint Handling Procedure

If you are dissatisfied with any aspect of your relationship with Chubb including our products or services and wish to make a complaint, please contact us at:

The Complaints Officer
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
0 1800 815 675
E Complaints.AU@chubb.com

The members of our complaint handling team are trained to handle complaints fairly and efficiently.

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your complaint.

We will investigate your complaint and keep you informed of the progress of our investigation. We will respond to your complaint in writing within fifteen (15) business days provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames and, if We cannot agree, you may request that your complaint is taken to Stage 2 and referred to Our internal dispute resolution team. We will otherwise keep you informed about the progress of our response at least every ten (10) business days, unless you agree otherwise.

Please note if your complaint relates to Wholesale Insurance (as defined in the General Insurance Code of Practice), we may elect to refer it straight to Stage 2 for review by our Internal Dispute Resolution team.

Stage 2 - Internal Dispute Resolution Procedure

If you advise us that you wish to take your complaint to Stage 2, your complaint will be reviewed by members of our internal dispute resolution team, who are independent to our complaint handling team and are committed to reviewing disputes objectively, fairly and efficiently.

You may contact our internal dispute resolution team by phone, fax or post (as below), or email at:

Internal Dispute Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
O +61 2 9335 3200
F +61 2 9335 3411
E DisputeResolution.AU@chubb.com

Please provide us with your claim or policy number (if applicable) and as much information as you can about the reason for your dispute.

We will keep you informed of the progress of our review of your dispute at least every ten (10) business days and will respond to your dispute in writing within fifteen (15) business days, provided we have all necessary information and have completed any investigation required. In cases where further information or investigation is required, we will work with you to agree reasonable alternative time frames. If we cannot agree, you may refer your dispute to the Financial Ombudsman Service Australia (FOS) as detailed under Stage 3 below, subject to its Terms of Reference. If your complaint or dispute falls outside the FOS Terms of Reference, you can seek independent legal advice or access any other external dispute resolution options that may be available to you.

Stage 3 - External Dispute Resolution

If you are dissatisfied with our internal dispute determination, or we are unable to resolve your complaint or dispute to your satisfaction within forty-five (45) days, you may refer your complaint or dispute to FOS, subject to its Terms of Reference.

FOS is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission. We are a member of this scheme and we agree to be bound by its determinations about a dispute. Where a dispute is covered by the FOS Terms of Reference, the General Insurance Division of FOS offers a free and accessible dispute resolution service to consumers.

You may contact FOS at any time at:

Financial Ombudsman Service Australia
GPO Box 3
Melbourne VIC 3001
O 1800 367 287
If you would like to refer your dispute to FOS you must do so within 2 years of the date of our internal dispute determination. FOS may still consider a dispute lodged after this time if FOS considers that exceptional circumstances apply.

Privacy Statement

Chubb Insurance Australia Limited (Chubb) is committed to protecting your privacy. This document provides you with an overview of how we handle your personal information. Our Privacy Policy can be accessed on our website at www.chubb.com/au.

Personal Information Handling Practices

Collection, Use and Disclosure

We collect your personal information (which may include sensitive information) when you are applying for, changing or renewing an insurance policy with us or when we are processing a claim in order to help us properly administrate your insurance proposal, policy or claim.

Personal information may be obtained by us directly from you or via a third party such as your insurance intermediary or employer (e.g. in the case of a group insurance policy).

When information is provided to us via a third party we use that information on the basis that you have consented or would reasonably expect us to collect your personal information in this way and we take reasonable steps to ensure that you have been made aware of how we handle your personal information.

The primary purpose for our collection and use of your personal information is to enable us to provide insurance services to you. Sometimes, we may use your personal information for our marketing campaigns, in relation to new products, services or information that may be of interest to you.

We may disclose the information we collect to third parties, including service providers engaged by us to carry out certain business activities on our behalf (such as assessors and call centres in Australia). In some circumstances, in order to provide our services to you, we may need to transfer personal information to other entities within the Chubb Group of companies (such as the regional head offices of Chubb located in Singapore, UK or USA), or third parties with whom we or those other Chubb Group entities have sub-contracted to provide a specific service for us, which may be located outside of Australia (such as in the Philippines or USA). Please note that no personal information is disclosed by us to any overseas entity for marketing purposes.

In all instances where personal information may be disclosed overseas, in addition to any local data privacy laws, we have measures in place to ensure that those parties hold and use that information in accordance with the consent you have provided and in accordance with our obligations to you under the Privacy Act 1988 (Cth).

Your Choices

In dealing with us, you agree to us using and disclosing your personal information as set out in this statement and our Privacy Policy. This consent remains valid unless you alter or revoke it by giving written notice to our Privacy Officer. However, should you choose to withdraw your consent it is important for you to understand that this may mean we may not be able to provide you or your organisation with insurance or to respond to any claim.

How to Contact Us

If you would like a copy of your personal information, or to correct or update it, please contact our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com.

If you have a complaint or would like more information about how we manage your personal information, please review our Privacy Policy for more details or contact the Privacy Officer, Chubb Insurance Australia Limited, GPO Box 4907, Sydney NSW 2001, Tel: +61 2 9335 3200 or email Privacy.AU@chubb.com.

Chubb Insurance Australia Limited

Chubb is an Australian financial services licensee authorised to deal in and provide advice in relation to general insurance and life risk products.

Our details are as follows:

ABN: 23 001 642 020
AFS Licence Number: 239687
Head Office: Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000
Postal address: GPO Box 4907
Sydney NSW 2001
O 1800 815 675
F +61 2 9335 3467
E CustomerService.AUNZ@chubb.com
About Chubb in Australia

Chubb is the world’s largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for over 50 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages include Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, for a broad client base, including many of the country’s largest companies.

More information can be found at www.chubb.com/au