

# Financial Services Guide

A guide to our relationship with you

CHUBB®

# About this Financial Services Guide (FSG)

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 You May Provide Instructions To Us**

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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.

## **How We Provide Our Services**

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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.

### **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.

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**

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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 Process**

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We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

## **Complaints and Customer Resolution Service**

### *Contact Details*

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 Our Complaints and Customer Resolution Service (CCR Service) by post, phone, fax, or email, (as below):

Complaints and Customer  
Resolution Service  
Chubb Insurance Australia Limited  
GPO Box 4065  
Sydney NSW 2001  
P +61 2 9335 3200  
F +61 2 9335 3411  
E [complaints.AU@chubb.com](mailto:complaints.AU@chubb.com)

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

### *Process*

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

### *Our response*

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days we will provide you with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with you regarding your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (AFCA) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 ([codeofpractice.com.au](http://codeofpractice.com.au)) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to

complaints regarding a declined claim, the value of a claim, or about financial hardship.

## **External Dispute Resolution**

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (ASIC). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints  
Authority  
GPO Box 3  
Melbourne VIC 3001  
P 1800 931 678 (free call)  
F +61 3 9613 6399  
E [info@afca.org.au](mailto:info@afca.org.au)  
W [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

## **Privacy Statement**

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In this Statement "We", "Our" and "Us" means Chubb Insurance Australia Limited (Chubb).

"You" and "Your" refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle

Your Personal Information. Our Privacy Policy may change from time to time and where this occurs, the updated Privacy Policy will be posted to [Our website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (APPs), as amended or replaced from time-to-time.

### **Why We collect 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 and research, in relation to new products, services or information that may be of interest to You.

### **How We obtain Your Personal Information**

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g. in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

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. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

### **When do We disclose Your Personal Information?**

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e., group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

### **Your decision to provide Your Personal Information**

In dealing with Us, You agree to Us using and disclosing Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

### **Access to and correction of Your Personal Information**

Please contact Our customer relations team on 1800 815 675 or email [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com) if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return to:

Email: [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)  
Fax: +61 2 9335 3467  
Address: GPO Box 4907 Sydney NSW 2001

### **How to Make a Complaint**

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:

Privacy Officer  
Chubb Insurance Australia Limited  
GPO Box 4907 Sydney NSW 2001  
+61 2 9335 3200  
[Privacy.AU@chubb.com](mailto:Privacy.AU@chubb.com).

### **About Chubb in Australia**

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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 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at [www.chubb.com/au](http://www.chubb.com/au).

### **Chubb Insurance Australia Limited**

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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  
E [CustomerService.AUNZ@chubb.com](mailto:CustomerService.AUNZ@chubb.com)



## **Chubb. Insured.<sup>SM</sup>**

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