Lack of independence in relation to the provision of personal advice to retail clients

We are not independent, impartial or unbiased in the provision of personal advice to retail clients. This is because in certain cases a conflict of interest arises i.e. circumstances where some or all of our retail clients’ interests are inconsistent, or diverge from, some or all of our interests. This may happen where:

- we may receive remuneration or other gifts or benefits from:
  - the issuer of the products retail clients buy (e.g. brokerage that we retain); or
  - other third parties for related services provided in connection with the personal advice service (premium funding, claims or loss adjusting or reinsurance services),

  which may reasonably be expected to influence the personal advice provided to our retail clients;
- we may be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; and
- we have associations or relationships with issuers of financial products and others that might reasonably be expected to influence the personal advice provided to retail clients (as covered in this FSG).

However, it is important to note that when providing personal advice we are required under the Corporations Act 2001 to always act in our clients’ best interests. We also have procedures for the proper management of conflicts of interests as covered in this FSG.

Introduction

The financial services referred to in this Financial Services Guide (FSG) are offered by CKA Risk Solutions Pty Ltd, ABN: 33 109 033 123, AFSL: 276915 (WTW).

This FSG is designed to assist you in deciding whether to use any of those services. It contains important information about:

- The services we offer you
- How we and others are paid
- Any potential conflict of interest we may have
- Our internal and external dispute resolution procedures
- Other important information.

WTW is a member of the National Insurance Brokers Association (NIBA) and is bound by the Insurance Brokers Code of Practice (Code). The Code sets out standards of conduct for insurance brokers to follow when dealing with clients. The Code is available from the NIBA website at www.niba.com.au.

Further information when personal advice is given to retail clients*

WTW will provide you with further information whenever we provide retail clients* with advice, which takes into account your objectives, financial situation and needs. This information may be contained in a Statement of Advice (SoA) and may include the advice that we have given you, the basis of the advice and information on our remuneration and relevant associations or interests.

Product Disclosure Statement

If WTW offer to arrange the issue of an insurance policy to you and you are a retail client*, we will also provide you with, or pass on to you, a Product Disclosure Statement (PDS), unless you already have an up-to-date PDS. The PDS will contain information about the particular policy which will enable you to make an informed decision about purchasing that policy.

From when does this FSG apply?

This FSG applies from the date noted on the cover page of this FSG and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will provide details not covered by this FSG.

How can I instruct you?

You can contact us to give us instructions verbally, by post, phone, fax or email on the contact number or details mentioned above. We recommend that your verbal instructions always be confirmed in writing.
Who is responsible for the Financial Services provided?

WTW is responsible for the financial services that will be provided to you or through you to your family members, including the distribution of this FSG. WTW holds a current Australian Financial Services Licensee no: 276915.

What financial services are you authorised to provide and what kinds of financial product(s) do those services relate to?

WTW is authorised to advise and deal in general insurance products to wholesale and/or retail clients. We will do this for you as your broker unless we tell you otherwise. Sometimes we will act under a binder or agency from the insurer, and in this case we will be acting as the agent of the insurer. This means that we represent and act for the insurer, not for you. We will tell you when we act under a binder or agency to arrange your insurance or advise you about your insurance needs.

Will I receive tailored advice?

In some cases, WTW may need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange or issue insurance policies for you or to give you advice about your insurance needs. We will ask you for the details that we need to know. If you do not give us all of the information we ask for, any advice you receive may not be appropriate to your needs, objectives and financial situation. You should read the warnings contained in any SOA, or any other warnings that we give you, carefully, before making any decision about an insurance policy. Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it. We will review your insurance arrangements when you inform us about changes in your circumstances.

What if we have a conflict of interest?

Circumstances may arise where we may find we have a conflict of interest in, or otherwise have a material interest in or related to, a matter in which we are acting. For example, we may be asked to act on behalf of any insurer in the appointment of a loss adjuster; or, we may find that the interests of two of the clients for whom we act, conflict. We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.

Contractual liability and your insurance cover

Many commercial or business contracts contain clauses dealing with your liability (including indemnities or hold harmless clauses). Such clauses may entitle your insurers to reduce cover, or in some cases, refuse to indemnify you at all. You should seek legal advice before signing and accepting contracts. You should inform us of any clauses of this nature before you enter into them.

What information do you maintain in my file and can I examine my file?

WTW maintain a record of your personal profile, including details of insurance policies that we arrange or issue for you. We may also maintain records of any recommendations or advice given to you. We will retain this FSG and any other FSG given to you as well as any SOA or PDS that we give or pass on to you for the period required by law.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information.

A copy of our privacy policy is available on request. A copy is also available on www.wtcco.com/en-au. If you wish to look at your file please ask us, we will make arrangements for you to do so.

How will I pay for the services provided?

For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. WTW often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to us by the insurers. However, in some cases we will also charge you a fee. If you are a retail client* and we give you Personal Advice, commission amounts will be provided in any SoA or (where an SoA is not required to be provided) included on any relevant invoices. For all other clients full commission information (including dollar amounts) can be provided on request. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within 14 days being our normal credit terms.

What about refunds of premiums?

If you are entitled to a refund of premium from the insurer, WTW will refund the premium (less any commission and broker fee charged) to you as soon as this is received from the insurer. WTW do not refund brokerage or broker fees as these have been earned by us in placing and servicing the relevant policies, irrespective of the period they have been in force.

When you pay WTW your premium it will be banked into our trust account.

WTW retain the commission from the premium you pay us and remit the balance to the insurer in accordance with our arrangements with the insurer. We will earn interest on the premium while it is in our trust account or we may invest the premium and earn a return. We will retain any interest or return on investment earned on the premium.

What if we have a conflict of interest?

Circumstances may arise where we may find we have a conflict of interest in, or otherwise have a material interest in or related to, a matter in which we are acting. For example, we may be asked to act on behalf of any insurer in the appointment of a loss adjuster; or, we may find that the interests of two of the clients for whom we act, conflict. We have conflict management procedures and we seek to avoid conflicts of interest but where a conflict is unavoidable we will explain the position fully and manage the situation in such a way as to avoid prejudice to any party.

The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests and, if a conflict arises for which there is no practicable solution, we will withdraw unless you wish us to continue to act for you and provide us with your written consent to that effect.
How are any commissions, fees or other benefits calculated for providing the financial services?

WTW’s commission will be calculated based on the following formula: \( X = Y\% \times P \). In this formula \( X \) = our commission, \( Y\% \) = the percentage commission paid to us by the insurer. Our commission varies between 0% and 27%. \( P \) = the amount you pay for any insurance policy (less any government fees or charges included in that amount). Any fees that we charge you will be dependent upon the time, complexity and nature of the insurance involved.

We do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. If we do, we will pay commissions to those people out of our commission or fees (not in addition to those amounts).

WTW employees are remunerated by way of an annual salary. Based on the performance of the employee over the year and pre-determined business performance criteria such as client service standards and business profitability, they may be entitled to a bonus. In addition, employees may be eligible to participate in any WTW share plan that may be offered on a discretionary bonus.

If we give you personal advice, we will inform you of any fees, commission or other payments we, our colleagues or anyone referring you to us (or us to any insurer) will receive in relation to the policies that are the subject of the advice.

Do you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?

You may choose to use a Premium Funding Finance company (Funder) in connection with the insurance we place for you. The details of your premium funding arrangement will be set out in your separate agreement with the Funder. We will receive a commission of between 0% to 4% of the amount of funding provided to you. We may receive a fee in respect of specific services we provide to the Funder. Please ensure you review the agreement with the Funder, including the remuneration arrangements before making a final decision to use the Funder.

When arranging cover for you, we may recommend that you use the services of Richard Oliver Underwriting Managers Pty Limited (ROUM) (AFSL License Number 238334), a member of WTW Group of Companies. WTW may receive brokerage from this company if one of their insurance products is purchased, generally ranging from a minimum of 0% to a maximum of 35%.

ROUM may act for insurers with whom your risks are insured, in the placement and administration of the insurer’s risks. These activities are separate contracts subject to their own terms and conditions, including those relating to remuneration, between the insurer and ROUM.

Other entities

It may, at times, be appropriate (and for your benefit) for us to use other parties such as wholesale brokers, excess and surplus lines brokers, underwriter managers, managing general agents or reinsurance intermediaries. These parties may also earn and retain commissions for their role in providing products and services for you. If any such parties are part of WTW Group of Companies, we will disclose the form of compensation they will earn before insurance is purchased.

Electronic Delivery of Disclosure Notices

We may provide correspondence and disclosure notices (including FSG and PDS) to you electronically, via email or links to websites etc. If you have provided your email address to us we will typically use that email address for this correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically, please advise us and we will update our records accordingly.

What should I do if I have a complaint?

WTW has a formal complaints procedure. Should you have a complaint please contact your WTW client advocate in the first instance. Alternatively, you may contact our Complaints Officer:

T: (02) 9285 4000
E: compliancequeries.au@willistowerswatson.com

We will acknowledge your complaint within one business day of receipt and advise you who the prime contact for handling your complaint is. We aim to resolve complaints within 30 days of receipt but if your complaint is complex and may take more than 30 days to resolve, we will keep you informed on the progress and when we expect to provide our final response.

We are a member of the Australian Financial Complaints Authority (AFCA), an external dispute resolution facility. If an issue has not been resolved to your satisfaction, you can lodge a complaint with AFCA. AFCA provides independent financial services complaint resolution that is free to consumers.

W: www.afca.org.au
E: info@afca.org.au
T: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001
You can also contact WTW to comment upon our service at https://www.wtwco.com/en-AU/Contact-Us

What arrangements do you have in place to compensate clients for losses?

WTW has a professional indemnity insurance policy (PI policy) in place which satisfies the requirements for compensation arrangements under section 912B of the Corporations Act 2001. Subject to the terms and conditions, this includes coverage for existing and former employees for insurance services conducted as employees of WTW.
What other Remuneration arrangements are there within WTW Group of Companies?

**MARKET-DERIVED INCOME**

We or other companies within WTW Group of Companies have contracts with various insurers under which WTW Group of Companies provide certain services, such as those under binding authorities, managing general agency and lineslip arrangements (for example, providing statements of the business accepted and the issuance of certificates of insurance cover). WTW Group of Companies may also provide reinsurance broking services for insurers. WTW Group of Companies may also enter into service agreements with certain insurers in order to assist the development of insurance products for our clients.

Under these arrangements WTW Group of Companies may be paid by the insurers for the services WTW Group of Companies provide to them in addition to any fees or commissions WTW Group of Companies may receive from you for placing your insurance cover.

**CONTINGENT COMPENSATION**

WTW Group of Companies may accept certain forms of contingent compensation in locations where they are legally permissible and meet standards and controls to prevent conflicts of interest. Because insurers account for contingent payments when developing general pricing, the price our clients pay for their policies is not affected if WTW Group of Companies accepts contingent payments. If a client of WTW Group of Companies prefers that we not accept contingent compensation related to their account, we will request that the client's insurer(s) exclude that client’s business from their contingent payment calculations.

**PANELS**

WTW Group of Companies develops panels of insurers in certain market segments. Participating insurers are reviewed on a variety of factors. Commission rates on panel placements may be higher than rates paid on business placed outside of the panel process. WTW Group of Companies discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers may charge an administration fee to participate in the panel process. Your WTW colleague will provide you with additional information on WTW Group of Companies Panels upon request.

**BROKERAGE ON FEE BUSINESS**

In some territories outside of North America, WTW Group of Companies obtains brokerage on business where our client pays us a fee. Our intention is to seek remuneration for work that WTW Group of Companies carries out for all parties in the insurance transaction but for which WTW Group of Companies is not otherwise sufficiently compensated.

Some examples of this are the vastly-increased cost of regulation, distribution and infrastructure costs. This brokerage that WTW Group of Companies receives is a set percentage and is not contingent on achieving any level of growth, retention or profit on the business concerned. You can choose to exclude your placements from being included in any of these carrier agreements.

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**SUBSCRIPTION MARKET BROKERAGE**

WTW Group of Companies adds Subscription Market Brokerage in some of its core specialty businesses that place business into the subscription markets, predominantly in London.

The principles underlying this Subscription Market Brokerage program include the following:

- WTW Group of Companies is required to handle increased infrastructure costs such as those arising from presentations to and negotiations with multiple entities in the subscription market.
- WTW Group of Companies performs additional administrative, regulatory, accounting and support functions in order to complete subscription market placements. These functions benefit our clients and insurers.
- Working groups of underwriters in the subscription market recognize these additional costs and agree that a negotiated percentage of the premium to account for these costs is appropriate and helps assure competitive access to that market.

WTW Group of Companies believes that the best way to defray the cost of these functions is through this brokerage. WTW Group of Companies will disclose the receipt of Subscription Market Brokerage to you.

**FACILITY ADMINISTRATION CHARGES AND PROFIT COMMISSIONS**

WTW Group of Companies operates a number of “facilities” (Binders, Lineslips, Programs, MGAs and Arrangements) under which we undertake a number of tasks. Some of those tasks are purely for the benefit of our clients, others are services that an insurer would be expected to perform.

Our remuneration may reflect this multi-beneficiary approach with what is known as a facility administration charge that covers the cost of these activities. A facility administration charge is additional to the fee or brokerage that WTW Group receives for placement and other services to clients. We will disclose any such charges to you.

These facilities typically apply to straightforward, small business lines or specialist product areas, for example, commercial combined, motor, personal lines, personal accident and terrorism.

The type of business written in these facilities tends to be high-volume, low-premium business that would not be viable for insurers to write individually on the open market. By grouping this business together, clients enjoy the benefits of a broad product, suited to their needs and the cost savings of collective buying power.

In a very limited number of cases a portion of our remuneration may be driven by the underwriting profitability of the facility. There is a potential for us to earn such “profit commissions,” but, because this business is grouped together, it is not possible to determine the extent to which the profitability of a book is affected by any single client.

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* Under the Corporations Act 2001 retail clients are defined as individuals or a manufacturing business employing less than 100 people or any other business employing less than 20 people AND that purchase motor vehicle, home building, contents, sickness/accident/travel, consumer credit and/or other classes prescribed by the regulations.
Contact WTW

CKA Risk Solutions Pty Ltd, trading as WTW

Level 4, 88 William Street
Perth, Western Australia 6000
phone +61 8 9214 7400

This FSG is also available on our website:
wtwco.com.au

About WTW

At WTW (NASDAQ: WTW), we provide data-driven, insight-led solutions in the areas of people, risk and capital. Leveraging the global view and local expertise of our colleagues serving 140 countries and markets, we help you sharpen your strategy, enhance organisational resilience, motivate your workforce and maximise performance. Working shoulder to shoulder with you, we uncover opportunities for sustainable success — and provide perspective that moves you.

wtwco.com.au