



GUIDELINES FOR REFERRER PARTNERS

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DEFINED TERMS

Term	Meaning
AFCA	Australian Financial Complaints Authority
AFSL	Australian Financial Services Licence
Allianz	Allianz Australia Insurance Limited ABN 15 000 122 850
Allianz products	Products that are insured by Allianz and issued by the Agent as agent of Allianz.
Allianz Information Assets	Means any information asset(including Allianz Data and Allianz Systems) that is owned, managed or operated by Allianz and which the Referrer uses, manages, supports or accesses to arrange insurance business.
APRA	Means the Australian Prudential Regulation Authority
AR	Authorised Representative as defined under the <i>Corporations Act 2001</i> (Cth).
ASIC	Australian Securities and Investments Commission
Complaint	An expression of dissatisfaction made to the Agent, related to its products or services, or the complaint handling process itself, where a response or resolution is explicitly or implicitly expected.
Customer	A person or entity that holds a policy that is underwritten by Allianz and issued by the Agent or who is a prospective policyholder who makes enquiries about products that are issued by the Agent as agent of Allianz.
Delegate	Means a party's Related Bodies Corporate and Directors, officers, employees, representatives, agents and subcontractors who have been engaged by the Referrer in relation to matters covered by the Referrer Agreement.
Referrer Agreement	The agreement between the Distributor and Allianz under which Allianz appoints the Referrer to refer Allianz's products
Dispute	A dispute is an unresolved Complaint where the complainant is dissatisfied with the Complaint response
Referrer	Is the party named as the Referrer in the Referrer Agreement
Financial Services Law	Means the laws that regulate financial services, including authorized products and your authorisation
Guidelines	Means this document.

PURPOSE OF GUIDELINES

Allianz has developed this document to set out the minimum practice standards for our partners, where adherence will provide assurance Allianz that business partnerships operate within Allianz Board risk appetite and compliance framework.

These guidelines form the basis of expected behaviours and are meant to be used as practical reference guide that provide you with reasonable assurance that legal and regulatory obligations are being met and that you are fulfilling your responsibilities.

APPLICATION OF GUIDELINES

These Guidelines are issued by Allianz pursuant to the terms of the Referrer Agreement and are to be complied with in accordance with those terms.

As a partner of Allianz, you are to comply with contractually enforceable guidelines and manuals provided by Allianz from time to time in relation to Insurance Business.

In the event that there is any conflict between the terms of the Referrer Agreement and these guidelines, the terms of the Agency Agreement will prevail.

AUDIENCE

This document is intended only for the Allianz Australia Group and our Partners.

OUR EXPECTATIONS

We expect that our partners will ;

- comply with all of the matters covered in these guidelines and also the Referrer Agreement.
- Be focused on delivering value to the customer through interactions and services
- Actively look to improve the customer experience and openly share customer information with us – their voice, their data, and their experience.

Together we will work to meet our legal and regulatory obligations

KEY OBLIGATIONS

Your key obligations are below.

You must;

- Comply with Applicable Laws
- not do, directly or indirectly, anything, or permit anything to be done that is within its reasonable control which would cause Allianz to breach Applicable Law;
- take all reasonable steps to adequately manage conflicts of interest in relation to matters that may arise in the performance of the Referrer Agreement
- notify Allianz immediately when you identify and provide details of the conflict of interest and work with Allianz to develop mechanisms to appropriately manage the conflict of interest or avoid it where reasonable and document the agreed arrangements

- comply with our established sales process, complaints resolution procedures, selling guidelines and obligations, including any other document provided by us
- at all times act honestly and fairly, and accurately represent the authorised products.

REFERRAL SERVICES

Certain laws regulate the manner in which referrals may be made. It is important that you understand and appreciate the guidelines you need to follow when making referrals to Allianz.

The Distributor may provide referral services on its own behalf in relation to Insurance Business as set out and in accordance with the Services Table in the Agreement and the Referral Procedures specified below.

All Referral Services must not involve the provision of any General Advice or Personal Advice, including a judgement about what insurance products are appropriate or should be considered by the relevant Person.

The Distributor agrees to disclose to the Person being referred, when the Referral Service is provided:

- a) any benefits (including commission) that it or its Delegates or its associates, may receive in respect of the Referral Service; and
- b) any benefits (including commission) that it or its Delegates or associates, may receive that are attributable to the Referral Service, in the same form as the Referral Service is provided and otherwise in compliance with Applicable Law.

A number of methods of referral are permissible within the legislative requirements being;

1. Informing the Person that Allianz, or a representative of Allianz, is able to provide a particular Financial Service, or a class of Financial Service and giving the Person information about how they may contact Allianz or its representatives.
2. Providing contact details of Persons to Allianz or transferring a Person to Allianz for the purpose of Allianz selling Insurance Business to such Persons, where they have given positive and informed consent to this, provided:
 - the Distributor has provided the form of consent it obtains from such Persons to Allianz and this has been approved in writing by Allianz, such approval not to be unreasonably withheld; and
 - the form of consent is in accordance with the above approved consent.

Any consent provided by Allianz cannot be relied upon as confirmation by Allianz that the disclosure is compliant with Applicable Law and the Distributor must and agrees to obtain and rely on its own legal advice in this regard.

The Distributor agrees and warrants that it will notify Allianz prior to any change to consent used by it.

3. Performing the routine administrative function of:
 - answering questions from Persons by giving factual information only; and
 - assisting Persons to complete application and other forms in relation to the Insurance Business and sending the completed forms to Allianz where the Person could otherwise do so directly with Allianz without the assistance or involvement of the Distributor.

Financial Services

You:

- a) may inform the client that Allianz is able to provide general insurance services and in doing so you may give the client the Allianz brochure; and
- b) may give the client the relevant contact details for Allianz; and
- c) must disclose the referral remuneration you or any associates may receive in respect of the referral. You are not able to provide financial product advice to the client (see definition below), to do so would constitute a breach of the Corporations Act.

Financial Product Advice

In the process of making a referral to Allianz, you must ensure that you do not provide financial product advice.

Financial product advice means a recommendation or a statement of opinion that:

- (a) Is intended to influence a person in making a decision in relation to an Allianz product or general insurance products in general; or
- (b) Could reasonably be regarded as being intended to have such an influence.

Advice can be either implied or explicit, so it is important that you do not take any action or make any comment that could be interpreted as advice in respect of a general insurance product. You are introducing the client to Allianz – the advice and any consequential sale is conducted directly between the client and Allianz even though it may occur in your office.

ASIC will not consider factual information given by you to be financial product advice if you clarify with the client at the outset that you are providing factual information, and that the information is not intended to imply any recommendation or opinion about a financial product.

You can provide factual information to clients even if you have personal information about the client. ASIC will not consider this to be personal advice merely because you have some personal information about your client.

If you have personal information about a client, it is possible to adjust the factual information you give to that client to ensure that the information is relevant to them.

Examples of wording that must **NOT** be used:

- I **recommend** that you take out building and contents insurance and I can refer you to a general insurance provider to arrange the cover.
- Our clients generally take out insurance with Allianz and are satisfied with the cover and service it provides. I can refer you to Allianz.

Guidance note: These statements are recommendations regarding insurance that are intended to influence the client's decision in whether to buy insurance and therefore constitute financial product advice.

- You should choose Allianz for your home insurance because it offers [mention one or more product features e.g. New for old replacement, no claim bonus etc].

Guidance note: This is a statement that recommends Allianz products to the client and is

therefore financial product advice. In addition, it also mentions specific product features. As a referrer agent, you have not received Allianz product training and are therefore not authorised to discuss product features with the client.

Examples of wording that **CAN** be used:

- Have you thought about getting building and contents insurance for your home? I can refer you to an Allianz Insurance Specialist who can provide you with a quote for building and contents insurance for your new property. *(If client is interested)* Here is a brochure that tells you about the products Allianz offers.

Guidance note: Do not get into a discussion about the merits of the services/products as to do so may constitute financial product advice.

Advertising

If you wish to advertise your ability to refer insurance business to Allianz in any form of media, you must only use content approved by Allianz.

Privacy

Where, in the course of referring clients, you provide Allianz with personal information about any client, you must comply with the Privacy Act 1988 and obtain the client's prior consent to the referral and disclosure of personal information to National Mortgage Broker and Allianz. Please ensure your privacy notice or privacy policy discloses to your clients that their personal information may be disclosed to insurance providers.

REFERRER ARRANGEMENTS

Referrers and their delegates must ensure referrer arrangements are within the scope of their authority and comply with relevant financial services legislation and regulatory requirements, including the requirement to ensure its delegates, re adequately trained and are competent to provide financial services and to take reasonable steps to ensure that they comply with the financial services legislation and regulatory requirements.

Referrers must obtain Allianz's prior written approval to change any selling practices or referrer arrangements in relation to Allianz products

Referrers must not issue an Allianz product through a sub agent or an alternative arrangement unless it is expressly authorised under the Referrer Agreement or otherwise by written approval from Allianz.

For further guidance, please refer to:

- APRA Prudential Standard CPS 231 Outsourcing
- Part 7 *Corporations Act* 2001 (Cth) and the *Corporations Regulations* 2001 (Cth)

MANNER OF PAYMENT OF COMMISSIONS AND CLAWBACK

Each month during the term of this Agreement, Allianz will carry out a reconciliation of, Commissions earned in that month as against Clawbacks payable in that month and commissions and Clawbacks from previous months that have not been previously reconciled in accordance with the Agreement.

If the reconciliation results in commissions payable exceeding Clawbacks receivable, Allianz will pay the Distributor for that month, the difference between commissions and Clawbacks unless otherwise agreed in writing by Allianz.

If the reconciliation results in Clawbacks receivable exceeding commissions payable, the Distributor will pay Allianz the difference between Clawbacks and commissions unless otherwise agreed in writing by Allianz.

Any payments will be made within seven (7) Business Days' after the end of each month except as otherwise advised by Allianz from time to time.

How clawback is Calculated

Clawback on commission for new business, renewals and variation, extension or reinstatement as applicable to the agreement is calculated as;

The Premium (excluding stamp duty, fire services or emergency services levy, GST and other statutory taxes, charges or levies, and any Allianz administration fee) refundable to the Insured or other Persons in relation to the contract of Insurance Business multiplied by the applicable rate of commission for the Insurance Business.

CONFLICTS OF INTEREST

As a partner of Allianz, you are required to notify Allianz of any Conflicts of Interests that may arise in performance of your agreement.

Conflicts of Interest may arise where your or your companies interests are inconsistent with, or diverges from, some or all of the interest of Allianz and the end customer.

Examples may include (but not limited to):

- Agreements to distribute Insurance Products for a competitor insurance company.
- Personal relationship with an Allianz staff member who works directly or indirectly with your business
- Promoting a product based on commission amount over the best interests of a customer.

Where an actual or potential conflict of interest is identified you must notify Allianz via your Account Manager as soon as practicable.

MARKETING MATERIALS AND DOCUMENTATION

The ASIC Act , Corporations Act and Australian Consumer Laws all apply in relation to misleading and deceptive conduct with respect to the provision of financial services. This can apply even if there was no intent to mislead or deceive anyone or no one has suffered any loss or damage as a result of the conduct.

It is critical that any message in relation to Allianz and its products are consistent, transparent, accurate and professional to maintain the value and integrity of both Allianz and your brand.

It is an Allianz policy that all public facing marketing materials and documents that refer to Allianz or relate to products underwritten by Allianz are submitted through the Allianz Public Document Due Diligence Sign-Off Process for review and sign off from an internal team of experts to ensure compliant and mitigate breaches of the Applicable Law.

The Referrer shall not without Allianz's prior written consent use or publish any information or documentation in relation to the insurance business or any other matter covered by the Referrer Agreement this includes all new and any updates to existing marketing materials and documents.

The Referrer must comply with all reasonable requests by Allianz in relation to the review and if required to promptly return, destroy or delete all copies of documentation that are in then in its or its delegates possession or control whether hard copy or electronic form.

Examples may include (but not limited to):

- Web content
- Internal presentations or training which refer to Allianz, Allianz Products and the sales of Allianz Products.
- External presentations
- Direct Marketing
- Posters
- Brochures
- Newsletters
- Media Releases
- Customer Surveys
- Competitions, games of chance, prizes and giveaways.

Allianz – Public Document Due Diligence Sign-off Process

All marketing materials and documents that require review and sign-off must be submitted to Allianz prior to use via your Account Manager.

In order to facilitate a prompt review of materials, please ensure you:

- Provide a clean copy (without mark ups or editing)
- Ensure all details are completed in full.
- Provide material in a format that is easy for reviewers to edit and provide commentary on (Microsoft Office based text documents such as Microsoft Word are preferred)
- Avoid sending screenshots or images that cannot be edited or have the ability to provided commentary.

Once received the materials will be reviewed by all relevant internal business units and you will be informed as to timeframes involved.

After Approval

Once the marketing materials or documentation have been approved and sent back to you, no changes are allowed without written consent from Allianz.

If further changes are required consult with your Account Manager to determine if materials need to be resubmitted through PDDD.

SOCIAL MEDIA

Allianz requires that its Distributors and their delegates to at all times protect and enhance Allianz's reputation and brand when using social media.

The Distributor shall not without Allianz' prior written consent use or publish any information or documentation in relation to the Insurance Business or any other matter covered by this Agreement on any Social Media Platforms. The Distributor shall not without Allianz' prior written consent make any reference to Allianz or any reference to Allianz products on any Social Media platforms.

Only Allianz authorised SoMes (Social Media Spokespeople) are allowed to speak on behalf of Allianz or to respond to negative conversations and comments.

If Allianz Distributors receive negative or inappropriate comments about Allianz on their owned Social Media channels they are to be referred to the Social Media team by emailing social@allianz.com.au

Distributors and their delegates are required to keep all customers information and data in a confidential manner and comply with all applicable Data Protections legislation with respect to the use of Social media.

TRAINING

Allianz provides a number of training courses to ensure that you and your staff have the necessary knowledge and skills to conduct effective and compliant sales of Allianz Insurance products.

Training includes:

- Referral process training
- No advice training

Training Support

To complete relevant e-Learning training modules, obtain new starter log in details or report any issues you may have in completing required training, please contact your Account Manager.

MONITORING AND SUPERVISION

One of Allianz's responsibilities as an AFSL holder is that we are required and are committed to the monitoring and supervision of employees, representatives and any third party providers used to provide services in relation to its AFSL.

Allianz employs various methods to conduct its monitoring and supervision requirements. This may include onsite monitoring activities that you will be directly involved, for example:

- Due diligence reviews
- Site reviews
- Seller reviews
- Partner Reviews

Other reviews may require you to provide reports in which Allianz will review; for example;

- Complaints and/or Disputes
- Training reports
- Sales data

Allianz will also conduct reviews of system exception reporting.

Site, Seller and Partner Reviews:

Your Account Manager will notify you in advance that they will be conducting an onsite review and the date they will be attending the site and any specific requirements to ensure you are able to prepare for the review. You must make best endeavours to assist with the completion of the reviews.

Monitoring and Supervision Findings

Where any issues or breaches are identified, Allianz will notify you to allow you to discuss and agree on the findings.

Where there is a dispute in relation to any compliance findings, the Account Manager will engage the Risk and Compliance team, who will review to determine if a breach has occurred and determine appropriate actions.

INFORMATION SECURITY

In all circumstances, the Referrer will limit the use of and access to Allianz Information Assets only to perform its obligations under the Referrer Agreement and those approved by Allianz in writing, and will not amend or take control of or manage Allianz Information Assets.

Despite any other terms in the Referrer Agreement, where the Referrer collects or holds Allianz Information Assets, it agrees to securely destroy them, in both or hard and soft copy, when the information asset is no longer required to exercise its rights or perform its obligations under the Referrer Agreement, except to the extent it is required to retain a copy to comply with Applicable Laws or for current or anticipated litigation.

You must inform us if you intend to implement any new IT systems, or implement any major changes to existing systems that are used to manage policies and may prompt a change to an Allianz process. The notification must occur within a reasonable timeframe before the change occurs and no later than one month before the change is due to go live.

A major change is a change that:

- May cause delays in or impact on your ability to comply with the Referrer Agreement or with Applicable Laws and codes of practice
- Is an implementation of a system or a new version of an existing system

FRAUD AND CORRUPTION

At Allianz we have a zero tolerance approach to fraud and corruption. It has an adverse impact on Allianz and you and your business, leading to financial loss, damage to integrity, security and reputation and most importantly it may have an adverse impact on our customers.

If you or any of your staff identify or suspect any misconduct, please report and direct your staff to report concerns to Allianz via the channels below.

You can report issues to:

- Your Account Manager
- Allianz anonymous Fraud Hotlines (02) 9017 2255
- Allianz Australia Whistle-blower Services via phone on 1800 059 798 or email Faircall@kpmg.com.au

COMPLIANCE BREACH REPORTING

It is Allianz's policy to:

- Mitigate potential breaches and minimise external action regarding breaches in the operation of Allianz businesses through appropriate risk and compliance strategies.
- Ensure that all breaches are appropriately identified and reviewed by the Allianz Corporate Compliance Team in order to determine actions required to remediate the breach and if required, reported to the relevant regulatory body.

COMPLIANCE EVENTS YOU MUST NOTIFY US OF:

Potential or Actual Compliance Breaches

In the event you become aware of an actual or potential compliance breach in relation to the services you provide on behalf of Allianz, it is important that you notify your Account Manager as soon as practicable within two business days.

Notices from regulators or AFCA

Where you receive a notice from a regulator or AFCA in relation to Allianz or Allianz Products you provide a copy of the notice to your Account Manager immediately.

Regulatory Actions

Where you become aware of any regulatory actions against your company, directors or staff, you must notify your Account Manager as soon as practicable within 2 business days.

BREACH INVESTIGATION AND REMEDIATION:

To ensure that Allianz complies with breach reporting and remediation obligations, you must use best endeavours to assist where necessary, the investigation of any breach and also with any remediation actions required.

Investigations may include (but is not limited to):

- Access to data
- Marketing Materials and document reviews
- Access to interview staff.

Remediation may include (but is not limited to);

- Refresher training
- Recompleting specific training modules related to the breach
- Increased Monitoring and Supervision

COMPLAINTS, DISPUTES AND MEDIA

Allianz is a signatory to, and participates in, the General Insurance Code of Practice. The General Insurance Code of Practice defines a complaint as *"An expression of dissatisfaction made to an organisation, related to its products or services, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected"*.

We expect our staff, authorised representatives and partners to always act honestly, efficiently and fairly with our customers and to provide best outcomes for the customer, including the handling of any complaint or dispute that may arise.

Customer feedback is important to Allianz and our partners. Allianz and its partners aim to provide our customers with quality products and consistently great service experience in moments that matter.

Our expectation is that when a customer makes a complaint about the sale of insurance or the insurance product or the complaint process, you must use your best endeavors to resolve the complaint in the first instance.

If a complaint cannot be resolved in the first instance or the complaint falls into any of the categories listed below, then you must notify your Account Manager as soon as practicable or within 1 business day.

Types of Complaints that must be escalated to Allianz:

- Complaints alleging unconscionable conducts, misleading or deceptive conduct or any other conduct regarding sales practices.
- Complaints relating to Allianz;
 - Products
 - Services
 - Conduct of representatives such as but not limited to employees, loss adjusters and assessors, investigators, collection agents or claims teams.
- Complaints alleging a breach of privacy or data security
- Complaints alleging fraud or corruption
- Threats from a customer to escalate a complaint to a regulatory body, judicial body or government authority
- Threats from a customer to escalate complaint to the media (including Social Media)
- Notice of legal proceedings against you or Allianz in relation to Allianz's products or services
- Any media enquiries or consumer group enquiries relating to Allianz, the Sale or management of Allianz products.
- Any matters with a possible impact on Allianz reputation.

Allianz also subscribes to the external dispute resolution scheme administered by the Australian Financial Complaints Authority (AFCA). If a dispute cannot be resolved through Allianz's Internal Dispute Resolution Process, the complainant will be advised that they can take the matter to AFCA in accordance with Complaint Handling and Dispute Resolution Requirements.

OTHER MATTERS YOU MUST NOTIFY US OF

This section outlines other matters which may arise in where you must notify Allianz , this should be done via your Account Manager.

- Disputes in Relation to the Referrer Agreement
- Any actions, claims, proceedings or investigations pending or threatened against or by it which may prevent or limit you from meeting some or all of your obligations under the Referrer Agreement.
- Any Force Majeure event, the cause and the likely duration of any consequential delay or non-performance of any obligations.
- If your company becomes Insolvent or there is a risk of Insolvency.
- You must notify us of any changes to your details, including changes of address, name, Referrer Authorisation, changes to details relating to your AFSL(if applicable) and change of directors within five business days of the change.
- You must notify Allianz of any request by any individuals who request access to their personal information which was collected by, or on behalf of Allianz, unless the Referrer is required by the Applicable Law to deal with such request.
- You must notify Allianz immediately if your required insurance under the Referrer Agreement is terminated or not renewed.

SPAM GUIDELINES

In preparing emails and other electronic messages in relation to Allianz business as an agent of Allianz, you should have regard to the following guidelines. These guidelines are a fairly brief summary of the principal Spam Act obligations relating to electronic messages. While we trust they will be useful to you, they are no substitute for the law, which provides full details of your obligations.

You must not send a commercial electronic message to a person without first obtaining that person's consent. The simplest means for obtaining that consent is to send an email to the person concerned asking for it.

You must not send a commercial electronic message to a person unless it includes:

- a clear and accurate identification of the individual or organisation sending the message – this can be done by including the full name of either the individual or organisation sending the message.
- accurate information about how the recipient can contact the sender – this can be satisfied by ensuring that the recipient can reply to the message (for instance by pressing the reply button for an email), or otherwise including details of the sender's telephone number, email address or the like.

It will likely be easiest for you to meet this requirement for commercial electronic messages by ensuring all of your electronic messages include this information.

Commercial electronic messages must include an 'Unsubscribe Facility', which is a clear and conspicuous statement that the recipient may use a specified electronic address to advise that they do not wish to receive further commercial electronic messages.

You must not use 'address harvesting software', which is software specifically designed or marketed for searching the internet for electronic addresses, or lists of addresses produced by such software.

CONTACTS

Subject	Who to Contact
Conflict of Interest	Your Business Develop Manager or Account Manager
Marketing Materials and Documentation	Your Business Develop Manager or Account Manager
Training	Your Business Develop Manager or Account Manager
Fraud and Corruptions	Your Account Manager or State Manager
Compliance Breaches	Your Business Develop Manager or Account Manager
Complaints and Disputes	Your Business Develop Manager or Account Manager
Force Majeure	Your Business Develop Manager or Account Manager

