

Aon Australia Whistleblowing Policy

1. Introduction, Purpose and Scope

- 1.1. Whistleblowers can play an important role in identifying and reporting misconduct for the benefit of consumers and the broader community. Aon acknowledges the importance of enabling whistleblowers to report misconduct and is committed to protecting whistleblowers who make disclosures.
- 1.2. In Australia, the Corporations Act 2001 (Cth) (the Act) has been amended to update the whistleblower protection regime to protect whistleblowers. A discloser qualifies for protection as a whistleblower under the Act if they are an “eligible whistleblower” and:
 - 1.2.1. they have made a disclosure of information relating to a “disclosable matter” directly to an “eligible recipient” or to ASIC, APRA or another Commonwealth body prescribed by regulation;
 - 1.2.2. they have made a disclosure to a legal practitioner for the purposes of obtaining legal advice or legal representation about the operation of the whistleblower provisions in the Act; or
 - 1.2.3. they have made an ‘emergency disclosure’ or ‘public interest disclosure’.
- 1.3. Further guidance in relation to these criteria is set out in this Policy.
- 1.4. This Policy, effective from 1 January 2020, applies to all Aon entities within Australia listed in section 12.2 (**Aon Australia**) and:
 - 1.4.1. provides guidance in relation to what kind of disclosures are protected, by whom they must be made and to whom they must be made in order for the whistleblower to be protected; and
 - 1.4.2. sets out the legal protections available to whistleblowers; and
 - 1.4.3. how Aon Australia will handle and investigate disclosures and ensure the fair treatment of individuals mentioned in a disclosure.
- 1.5. The purpose of this Policy is to:
 - 1.5.1. encourage disclosures of wrongdoing;
 - 1.5.2. help deter wrongdoing, in line with Aon’s risk management and governance framework;
 - 1.5.3. ensure individuals who disclose wrongdoing can do so safely, securely and with confidence that they will be protected and supported;
 - 1.5.4. ensure disclosures are dealt with appropriately and on a timely basis;
 - 1.5.5. provide transparency around Aon Australia’s framework for receiving, handling and investigating disclosures;
 - 1.5.6. support Aon’s values and Code of Business Conduct;

- 1.5.7. support Aon's long-term sustainability and reputation; and
 - 1.5.8. meet Aon Australia's legal and regulatory obligations.
- 1.6. This Policy is not intended to:
- 1.6.1 form part of any contract of employment, respond to work related grievances or industrial action;
 - 1.6.2 apply to customer complaints about Aon Australia. Customers can raise complaints by:
 - 1.6.2.1 contacting their Client Relationship Manager,
 - 1.6.2.2 [Compliance](#) or
 - 1.6.2.3 the [Australian Financial Complaints Authority \(AFCA\)](#) as described in the relevant Aon's Financial Services Guides.

2 Eligible Whistleblowers

- 2.1 You are an "eligible whistleblower" if you are or have ever been any of the following in relation to Aon Australia:
- 2.1.1 a director, employee, Authorised Representative (including employees of Authorised Representatives), or a temporary staff member (including secondees, interns and contractors);
 - 2.1.2 a supplier or service provider;
 - 2.1.3 an employee or sub-contractor of a supplier or service provider; or
 - 2.1.4 a relative, dependent or spouse of any individual referred to above

3 Disclosable Matters

- 3.1 It is important to note that a disclosure will only be protected under the Act if it is a "disclosable matter". Disclosable matters involve information that you reasonably suspect concerns misconduct, or an improper state of affairs or circumstances, in relation to any Aon Australia entity. They also involve information about an Aon Australia entity if you have reasonable grounds to suspect the information indicates an entity (or its officers or employees) has engaged in conduct that:
- 3.1.1 constitutes an offence against, or a contravention of any "eligible law" (as defined in section 12.1 below);
 - 3.1.2 constitutes an offence against any other Commonwealth law that is punishable by imprisonment for 12 months or more;
 - 3.1.3 represents a danger to the public or the financial system; or
 - 3.1.4 is prescribed by regulation.

- 3.2 Aon will determine whether a disclosure is of a disclosable matter. Examples of disclosable matters include:
- 3.2.1 illegal conduct such as theft, dealing in, or use of illicit drugs, violence or threatened violence, and criminal damage against property;
 - 3.2.2 fraud, money laundering or misappropriation of funds;
 - 3.2.3 offering or accepting a bribe;
 - 3.2.4 financial irregularities;
 - 3.2.5 failure to comply with, or breach of, legal or regulatory requirements; and/or
 - 3.2.6 engaging in or threatening to engage in detrimental conduct against a person who has made a disclosure or is believed or suspected to have made or be planning to make a disclosure.
- 3.3 A disclosure is not a “disclosable matter” and protections are not available under the Act if the disclosure is solely a personal work-related grievance. A personal work-related grievance is one which is related to your current or former employment and which has, or tends to have, implications for you personally but does not:
- 3.3.1 have any other significant implications for Aon (or another entity); or
 - 3.3.2 relate to any conduct, or alleged conduct, about a disclosable matter (as set out above).
- 3.4 Examples of personal work-related grievances include:
- 3.4.1 an interpersonal conflict between you and another employee;
 - 3.4.2 a decision that does not involve a breach of workplace laws;
 - 3.4.3 a decision about a transfer or promotion you may have applied for;
 - 3.4.4 a decision to suspend or terminate your employment or engagement, or otherwise to discipline you.
- 3.5 A disclosure which relates to a personal work-related grievance may still qualify for protection if:
- 3.5.1 it includes information about misconduct, or information about misconduct and is accompanied by a personal work-related grievance (mixed-report);
 - 3.5.2 Aon has breached employment or other laws punishable by imprisonment for at least 12 months, or engaged in conduct that represents a danger to the public, or the disclosure relates to information that suggests misconduct beyond your personal circumstances;
 - 3.5.3 Aon has engaged in conduct which represents a danger to the public,
 - 3.5.4 you suffer from or are threatened with detriment for making a disclosure; or
 - 3.5.5 you seek legal advice or legal representation about the operation of the whistleblower protections (please see section 3.6 below).

- 3.6 If you make a disclosure to a legal practitioner for the purposes of obtaining legal advice or representation in relation to the operation of the protections in the Act, the disclosure will be protected *even if the legal practitioner concludes that the disclosure does not relate to a disclosable matter.*

4 How to raise your concern

- 4.1 You are encouraged to use normal business channels first for issues relating to personal work-related grievances or where normal business procedures otherwise exist, except where you believe you may suffer personal disadvantage or wish to benefit from the protections under this policy and the Act.
- 4.2 To qualify for protection under the Act, disclosures within scope of this Policy (as set out in section 3) may be made to an “eligible recipient”, being:
- 4.2.1 to an officer (e.g. a director) or a senior manager of an Aon Australia entity. A “senior manager” is an individual who makes or participates in decisions which affect the whole or a substantial part of Aon Australia’s business, or who has the capacity to significantly affect Aon Australia’s financial standing; or
 - 4.2.2 through the Aon Ethics Helpline (a confidential helpline); or
 - 4.2.3 through Aon’s dedicated [Australian Whistleblowing](#) inbox; or
 - 4.2.4 by calling a dedicated Aon Whistleblowing hotline on 02 9253 8415; or
 - 4.2.5 by mailing Whistleblower Officer, 201 Kent Street, Sydney, NSW, 2000; or
 - 4.2.6 by visiting the Aon Sydney office and requesting to speak in person to Aon’s Whistleblower Officer.
- 4.3 Please see section 6 below in relation to anonymity and confidentiality.
- 4.4 Aon Australia recommends that any concerns in the first instance be raised directly within Aon Australia through any of the options in section 4.2. However, you may alternatively make an external disclosure to any of the recipients set out in section 12.3.
- 4.5 Whistleblowers must act honestly and reasonably in making the disclosures with a genuine belief that the conduct occurred.
- 4.6 If you are a potential eligible whistleblower and wish to obtain additional information prior to making a disclosure, Aon Australia recommends you contact the dedicated [Australian Whistleblowing](#) inbox; or call 02 9253 8415 and a dedicated Whistleblowing contact will be allocated to you.

5 How Aon Australia will handle and investigate disclosures

- 5.1 Aon will evaluate and assess all reports and information it receives.
- 5.2 Aon will perform an initial assessment of the disclosure and determine if it is a disclosable matter within two working days. Unless the disclosure is made anonymously, Aon will communicate:
- 5.2.1 if Aon determines the disclosure is a disclosable matter:
 - (a) an estimated timeframe for a formal in-depth investigation and completion of the investigation; and

- (b) to obtain further information about the matter, a preferred contact method and to discuss any protections/confidentiality requirements which need to be considered; or
- 5.2.2 if Aon determines the matter is not a disclosable matter, Aon's reasoning for this determination.
- 5.3 Aon will not disclose information that is likely to lead to your identification as part of the investigation process without your consent.
- 5.4 In assessing the disclosure, Aon will view the information provided objectively and consider if the core alleged misconduct requires further enquiries to be made.
- 5.5 Investigations will be conducted independently of you as a discloser and any individuals which are subjects of the allegation(s). Unless you have made the disclosure anonymously, you will be provided with regular feedback on the progress of the investigation (such as when it begins, progresses and closes) and timelines should these change from when initially advised.
- 5.6 Individuals named in the disclosure will, where appropriate, be informed of the allegations against them to give them the opportunity to respond. This does not extend to informing the individuals of who has made the allegations against them, and Aon may provide them with a redacted version of the allegations.
- 5.7 To conclude the investigation, Aon will issue a report setting out the findings of the allegations and a summary of the evidence. As best practice the report may contain pseudonyms or redaction of actual names and will be stored securely with limited access. To the extent permitted, you will be informed of the findings but will not be provided with the formal report.
- 5.8 Where Aon's Whistleblowing Officer deems it appropriate, if findings of criminal activity are made, Aon may report the matter to an external regulator or the police.
- 5.9 Should you not be satisfied with the outcome, Aon is not obliged to re-open an investigation if it finds the investigation was conducted properly, or new information would not change the outcome or findings of the investigation.

6 Anonymity and Confidentiality.

- 6.1 We understand that you may be worried about possible reprisals from speaking up. You can remain anonymous (during and after the investigation), or place restrictions on who is informed of your disclosure. We do encourage you to disclose your identity as this will help us to investigate and if an employee to monitor your wellbeing and protect you against personal disadvantage.
- 6.2 Information received from you (or which could lead to your identification) will be treated as strictly confidential. It is illegal for Aon to identify you as a discloser and your identity will not be shared unless:
 - 6.2.1 you have provided prior consent (in writing or wherever possible or required);
 - 6.2.2 Aon is compelled by law to do so;
 - 6.2.3 disclosure is necessary to prevent or lessen a threat to a person's health, safety or welfare; or
 - 6.2.4 Aon considers it appropriate to make a disclosure to a regulator or police authority.

- 6.3 Aon will protect anonymity and confidentiality with a dedicated Whistleblowing team by allowing:
- 6.3.1 communication to be through anonymous telephone hotlines and email addresses;
 - 6.3.2 personal information or references in the disclosure to be redacted;
 - 6.3.3 the discloser to be referred to in a gender-neutral status;
 - 6.3.4 pseudonyms to be used in the disclosure;
 - 6.3.5 investigations to be conducted by qualified staff; and
 - 6.3.6 secure storage of documents (including password protection of files) and limited staff access.
- 6.4 You may refuse to answer questions asked by Aon if you believe this may disclose your identity.
- 6.5 If you implicate your own conduct in the report you will not be given immunity from investigation, disciplinary action, criminal prosecution and/or civil liability. The same applies to anyone assisting in the investigation. However, Aon will take your disclosure and cooperation with the investigation into consideration when determining disciplinary and other actions.

7 Protection of Whistleblowers

- 7.1 A disclosure (anonymous and non-anonymous) will qualify for protection if:
- 7.1.1 an eligible whistleblower (see section 2) has made a disclosure considered as a disclosable matter (see section 3) to an eligible recipient (see section 4) or to a person or body as listed in section 12.3; or
 - 7.1.2 a disclosure has been made to a legal practitioner for the purposes of obtaining legal advice or legal representation relevant to the Whistleblowing laws; or
 - 7.1.3 an emergency or public interest disclosure has been made.
- 7.2 Under the Act, certain protections are available to a whistleblower who makes a disclosure which qualifies for protection (see section 7.1). Accordingly, this Policy offer whistleblowers the following protections:
- 7.2.1 identity protection / confidentiality (as described in section 6);
 - 7.2.2 protection from detrimental acts or omissions (see sections 7.3 and 7.4);
 - 7.2.3 compensation and other remedies (see section 7.6); and
 - 7.2.4 protection from civil, criminal and administrative liability (including disciplinary action) for making the disclosure.
- 7.3 Detrimental conduct includes:
- 7.3.1 dismissal;
 - 7.3.2 injury of a person in his or her employment (including psychological harm);
 - 7.3.3 alteration of an employee's position or duties to their disadvantage;

- 7.3.4 discrimination between employees;
 - 7.3.5 harassment or intimidation of a person;
 - 7.3.6 damage to a person's property;
 - 7.3.7 damage to a person's reputation;
 - 7.3.8 damage to a person's business or financial position; and
 - 7.3.9 any other damage to a person.
- 7.4 Examples of conduct which is *not* detrimental conduct include:
- 7.4.1 administrative action that is reasonable or the purpose of protecting a discloser from detriment (e.g. moving a discloser who has made a disclosure about their immediate work area to another office or area to prevent them from detriment); and
 - 7.4.2 managing a discloser's unsatisfactory work performance if the action is in line with Aon's performance management framework.
- 7.5 If you make a disclosure of a disclosable matter and the information in your disclosure turns out to be incorrect or unfounded you will still qualify for protection. Disclosures, however, that are determined to not be about 'disclosable matters' (see section 3) only qualify for protection if made to a legal practitioner for the purposes of obtaining legal advice (see section 3.6).
- 7.6 If you suffer (or any other person or employee suffers) loss, damage or injury due to a disclosure or Aon fails to take reasonable precautions and exercise due diligence to prevent detrimental conduct, you can seek compensation and other remedies through the courts. Should you do this it is recommended you seek your own legal advice.
- 7.7 You may also make an external disclosure to a person or entity listed in section 12.3 or to the Australian Taxation Office if you wish to raise a concern about detriment.

8 Fair treatment to Whistleblowers (and others involved)

- 8.1 Aon Australia will ensure fair treatment of those mentioned in disclosures or to whom disclosures relate by:
- 8.1.1 offering a work from home option until resolution of the issue, if role/s are suitable to accompany a work from home option (as determined by the Human Resources department);
 - 8.1.2 enforcing strict penalties for employees who breach confidentiality requirements of this policy such as termination of employment, or loss of bonus, or as Human Resources deems appropriate;
 - 8.1.3 offering counselling services to employees/whistleblowers involved;
 - 8.1.4 allocating employees a Human Resources contact during the investigation if they wish to raise any questions or concerns;
 - 8.1.5 affording those involved to have a support person of choice in any meetings concerning the matter;

- 8.1.6 carrying out having a thorough investigation process and providing comprehensive in-house training to those within Aon Australia who meet the criteria to be an eligible recipient;
 - 8.1.7 providing training to all Aon Australia employees; and
 - 8.1.8 allowing confidential reporting through Aon Ethics Helpline.
- 8.2 While Aon Australia may not be able to provide the same level of practical support to whistleblowers who are not Aon Australia employees, Aon Australia will always aim to provide the support required to the extent reasonably possible.
- 8.3 We retain the ability to raise with the whistleblower (as an employee of Aon Australia) matters that arise in their ordinary course of employment or engagement.

9 Public Interest Disclosures and Emergency Disclosures

- 9.1 Disclosures may be made to a journalist or to a Federal, State or Territory parliamentarian under certain circumstances (outlined below) and qualify for protection.
- 9.2 A public interest disclosure is the disclosure of information to a journalist or parliamentarian where:
- 9.2.1 you initially made a disclosure to ASIC, APRA or another Commonwealth body prescribed by regulation (**External Body**) and at least 90 days have passed since you made that disclosure; and
 - 9.2.2 you do not have reasonable grounds to believe that action is being or has been taken in relation to the disclosure; and
 - 9.2.3 you have reasonable grounds to believe that making a further disclosure of the information is in the public interest.
- 9.3 Before making a public interest disclosure, you must have given written notice to the relevant External Body that includes sufficient information to identify the previous disclosure, and states that you intend to make a public interest disclosure.
- 9.4 An emergency disclosure is the disclosure of information to a journalist or to a Federal, State or Territory parliamentarian where:
- 9.4.1 you initially made a disclosure to an External Body; and
 - 9.4.2 you have reasonable grounds to believe that the information concerns a substantial and imminent danger to the health or safety of one or more persons or to the natural environment; and
 - 9.4.3 the extent of the information disclosed in the emergency disclosure is no greater than is necessary to inform the journalist or parliamentarian of the substantial and imminent danger.
- 9.5 Before making an emergency disclosure, you must have given written notice to the relevant External Body that includes sufficient information to identify the previous disclosure, and states that you intend to make a public interest disclosure
- 9.6 Public interest and emergency disclosures may only be made where the initial disclosure was made to an External Body – not Aon Australia.

- 9.7 You should contact an independent legal adviser before making a public interest or emergency disclosure.

10 Availability of Policy

- 10.1 This Policy will be made available on Aon's intranet.
- 10.2 Aon employees will also receive education and training relevant to the Aon Australia Whistleblowing policy and procedures.

11 Governance of Policy

- 11.1 The Aon United Management Board (or equivalent body as then existing) will review the Policy at least every two years.

12 Definitions

- 12.1 An **eligible law** means:

12.1.1 the Treasury Laws Amendment (Enhancing Whistleblower Protections) Bill 2018;

12.1.2 The ASIC Act;

12.1.3 The Banking Act 1959;

12.1.4 The Financial Sector (Collection of Data) Act 2001;

12.1.5 The Insurance Act 1973;

12.1.6 The Life Insurance Act 1995;

12.1.7 The National Consumer Credit Protection Act 2009;

12.1.8 The Superannuation Industry (Supervision Industry (Supervision) Act 1993; and

12.1.9 An instrument made under Act referred to in any of the above.

- 12.2 **Aon Australia** means Aon Corporation Australia Limited ACN 004 756 772 and its related bodies corporate, including:

12.2.1 Aon Risk Services Australia Limited ABN 17 000 434 720;

12.2.2 Aon Hewitt Limited ABN 48 002 288 646;

12.2.3 Aon Hewitt Financial Advice Limited ABN 13 091 225 642;

12.2.4 Aon Product Design & Development Australia Pty Ltd ABN 55 136 095 845;

12.2.5 Aon Benfield Australia Limited ABN 79 003 026 668;

12.2.6 HIA Insurance Services Pty Ltd ABN 84 076 460 967;

12.2.7 One Underwriting Pty Ltd ABN 50 006 767 540

12.2.8 Aon Services Pty Ltd ABN 96 116 871 473;

12.2.9 Aon Charitable Foundation Pty Ltd ABN 68 065 177 595; and

12.2.10 Affinity Risk Partners (Brokers) Pty Ltd ABN 15 091 944 580.

12.3 An **External Disclosure** is a disclosure to:

12.3.1 Ernst and Young (Aon's external auditor);

12.3.2 Australian Securities and Investment Commission;

12.3.3 Australian Prudential Regulation Authority;

12.3.4 a Commonwealth authority; or

12.3.5 a legal practitioner (for the purposes of obtaining legal advice or legal representation).

Policy information

Policy Owner	Aon Australia Compliance	Date of first Issue	December 2019
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