



Financial Services Guide

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- The services we offer you.
- How we and others are paid.
- Any potential conflict of interest we may have.
- Internal and external dispute resolution procedures and how you can access them.
- Arrangements that are in place to compensate clients for losses.

The financial services referred to in this Financial Services Guide (FSG) are offered by:

Whitbread Associates Pty Ltd (Whitbread)
 ABN 69 005 490 228 | AFSL 229 092
Phone 1300 424 627
Address Level 5, 90 Collins Street, Melbourne VIC 3000

Whitbread is a member of the National Insurance Brokers Association (NIBA) and subscribes to the Insurance Broker’s Code of Practice. Please visit the Whitbread website to view a copy of the Code.

A reference to “we”, “us” or “our” refers to Whitbread.

Lack of independence

We are not independent, impartial, or unbiased pursuant to section 923A of the Corporations Act because:

- We may receive remuneration, commission, gifts or other benefits when personal advice is provided to you in relation to insurance products and other financial products; and/or
- We may have associations or relationships with issuers of insurance products and other financial products.

Further information about these benefits and relationships is set out in this Financial Services Guide.

If you have any questions about this information, please ask us.

Further information when personal advice is given

We will provide you with further information whenever we provide you with advice which takes into account your objectives, financial situation and needs. This information may include the advice that was given to you, the basis of the advice and other information on remuneration and any relevant associations or interests.

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurers or insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

Product Disclosure Statement (PDS) and Target Market Determination (TMD)

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a PDS, unless you already have an up-to-date PDS from the insurer. The PDS will contain information about the particular policy, which will enable you to make an informed decision about purchasing that product. A TMD, provided by the insurer, helps you understand the class of customers an insurance policy has been designed for, considering their needs, objectives, and financial situations.

From when does this FSG apply?

This FSG applies from 1 March 2025, 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 cover services not covered by this FSG.

How can I instruct you?

You can contact us to give instructions by post, phone or email on the contact number or details mentioned in this FSG.

Who is responsible for the financial services provided?

We are responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG. We hold a current Australian Financial Services Licensee number: 229 092. The contact details for us are in this FSG.

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

We are authorised under our licence to provide financial product advice for general insurance products, deal in a financial product by applying for, acquiring, varying or disposing of general insurance products on behalf of another and providing a claims handling and settling service.

Sometimes we will act under a binder or agency we have from an insurer. When acting under a binder or agency, 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?

Maybe not in all cases. However, we may need information about your personal objectives, details of your current financial situation and any relevant information, so that we can arrange 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.

In some cases we will not ask for any of this information. If we do not ask, or 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 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, at the time of any scheduled status review or upon renewal of your insurances.

At times, it may be appropriate for us to automatically renew your insurance policy(ies). If you wish to be contacted prior to the renewal of each and every policy, please advise us.

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?

We maintain a record of your personal profile, including details of insurance policies that we arrange 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 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 our website: www.whitbread.com.au.

If you wish to look at your file, please ask us. We will arrange 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. We 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. These will all be shown on the invoice that we send you. You can choose to pay by any of the payment methods set out in the invoice. You are required to pay us within the time set out on the invoice.

If there is a refund or reduction of your premium as a result of a cancellation or alteration to a policy, or based on a term of your policy (such as a premium adjustment provision), we may retain any fee we have charged you. We may also retain commission depending on our arrangements with the insurer or charge you a cancellation fee equal to the reduction in commission. When you pay us your premium it will be banked into our trust account. We 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.

We cannot cancel an insurance contract without written instructions from a person(s) authorised to represent each of the parties who are named as insureds in the insurance contract.

If you cancel an insurance contract before expiry of the period of insurance, we will refund the premium we receive from your insurer, in line with policy conditions. The insurer may charge a short-term penalty premium for the time on risk. The fees charged by us to set up the policy will not be refunded unless the policy is cancelled in the insurer's stated cooling-off period. If the insurer cancels an insurance contract, we will inform you as soon as possible.

How are any commissions, fees or other benefits calculated for providing the financial services?

Whitbread may provide payments or other financial contributions to clients, Authorised Representatives or related body corporates in exchange for marketing opportunities, sponsorship of conferences, industry events or training programs. These sponsorship arrangements support professional development, client engagement and broader industry initiatives.

Whitbread may receive some form of non monetary benefits from our insurers and other third parties we deal with. These benefits may include administration support, entertainment, education and training, event sponsorship or marketing assistance.

The Whitbread Conflicts Manager determines if appropriate procedures are in place to manage or avoid any potential conflict of interest which might arise and will not allow acceptance of such benefits if they could reasonably be expected to influence the advice we provide.

Whitbread's commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

- X = Whitbread's commission
- Y% = The percentage commission paid to Whitbread by the insurer. Whitbread's commission varies between 0 and 30%.
- P = The amount you pay for any insurance policy (less any government fees or charges included in that amount).

In cases where commission is not received from the insurer, a fee will be charged in lieu of commission. Whitbread may retain the full commission and fee. Any fees that Whitbread charge you will be disclosed in the Tax Invoice.

- We may pay 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).
- Our employees that will assist you with your insurance needs will be paid a market salary.
- If we give you personal advice, we will inform you of any fees, commission or other payments we, our associates 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.
- See below for information on the Steadfast association and commission.

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

Whitbread is a subsidiary of Steadfast Group Limited, ABN 98 073 659 677 (Steadfast), the largest insurer broker network in Australia. This gives us superior market access and exclusive products to suit our customer's insurance and risk needs. Some of the insurance entities we deal with are also Steadfast related entities. See the following link for details of several Steadfast related Underwriting Agencies each focused on a specific market segment, bringing over 100 insurance solutions together in a single network: www.steadfastagencies.com.au.

In relation to strata insurance, the following strata underwriting agencies we may utilise are also subsidiaries of Steadfast:

- CHU Underwriting Agencies Pty Ltd (inclusive of Flex Insurance)
- Axis Underwriting Services Pty Ltd
- Additionally, Steadfast holds a minority interest in QUS Pty Ltd

Whitbread operates independently and is not influenced by Steadfast when providing advice or placing insurance. Our qualified staff offer recommendations based solely on the specific needs of the client. Staff are not incentivised or directed to place business with Steadfast-associated entities.

We pride ourselves on providing impartial advice, tailored to your requirements and supported by our dedicated in-house claims team. Any relationships between Whitbread, strata managers, or owners corporations are disclosed transparently in our documentation.

As a Steadfast Network Broker, Whitbread has access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners may pay Steadfast a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners. You can obtain a copy of Steadfast's FSG at www.steadfast.com.au.

If Whitbread arrange premium funding for you Whitbread may be paid a commission by the premium funder. Whitbread may also charge you a fee (or both). The commission that Whitbread is paid by the premium funder is usually calculated as a percentage of your insurance premium (including government fees or changes). If you instruct us to arrange or issue a product, this is when Whitbread become entitled to the commission.

Whitbread commission rates for premium funding are in the range of 0 to 3% of funded premium. When Whitbread arrange premium funding for you, you can ask us what commission rates Whitbread are paid for that funding arrangement compared to the other arrangements that were available to you.

What should I do if I have a complaint?

- 1 Contact us about your complaint. We will do our best to resolve it quickly.
- 2 If your complaint is not satisfactorily resolved within

what you consider to be a reasonable period, please contact the Whitbread Complaints Officer by any convenient method to you including telephone, email, in person or in writing to the contact details noted at the beginning of this FSG or our website. We will try to resolve your complaint quickly and fairly.

- 3 If our brokerage is unable to resolve your complaint to your satisfaction, as a Steadfast Network Broker we have access to a free, additional, proactive service known as the Steadfast Customer Advocacy service. It can assist if you have a problem related to satisfaction, or fair treatment in relation to your dealings with us, or your insurer. The service can be accessed by sending an email to customeradvocacy@steadfast.com.au, or by calling the Steadfast Group Ltd head office on 02 9495 6500 and asking to speak with the Customer Advocacy service.
- 4 We are a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by our brokerage, or by the Steadfast Customer Advocacy service, you have the right to refer the matter to the AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:
Mailing address
Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001
Phone 1800 931 678
Email info@afca.org.au
Website www.afca.org.au

What arrangements are in place to compensate clients for losses?

Whitbread has a professional indemnity insurance policy (PI policy) in place. The PI policy covers us and our representatives (including authorised representatives) for claims made against them by clients as a result of their conduct in the provision of financial services. The PI policy (subject to its terms and conditions) covers claims relating to the conduct of former representatives who no longer work for us. This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.

Any questions? If you have any further questions about the financial services we provide, please contact us. Please retain this document for your reference and any future dealings with Whitbread.