

# 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

**Email** [info@whitbread.com.au](mailto:info@whitbread.com.au)

**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.

### **Personal advice v General advice**

In circumstances where we take into account your objectives, financial situation and needs we will provide you with personal advice, otherwise we will provide you with general advice only.

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 Product Disclosure Statement, 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 August 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.

### **Terms of Engagement**

These terms of engagement are set out in the financial services and products we are authorised to provide you and the remuneration involved in how the services will be provided.

### **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?**

Where we provide you with advice about your insurance arrangements, that advice is current at the time that we give it.

In circumstances where we take into account your objectives, financial situation and needs we will provide you with personal advice. 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. 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.

### **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](http://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 commission and fee we have charged you.

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.

Our 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).

- We generally receive a commission from insurers for arranging your insurance and we may also charge you a broker fee. All fees charged to you will be clearly disclosed in the Tax Invoice.
- Where a strata manager acts as a Distributor of Whitbread and refers insurance business to us, we may share with them between 0% and 100% of the commission we receive. This payment is made from our commission and does not increase the amount you pay.
- If we do not receive a commission from the insurer, we will charge you a broker fee instead. This broker fee may also be shared with the referring strata manager.
- Where the referring strata manager elects not to receive any commission or share of the broker fee, we will retain the full commission and/or broker fee.
- In some instances, a strata manager may assist you by forwarding insurance documentation or recommendations on our behalf but may not receive any payment from us. In these cases, we will retain the full commission and/or broker fee.
- Where a property is self-managed and no strata manager is involved, we will retain the full commission and/or broker fee.
- Our employees that will assist you with your insurance needs will be paid a market salary.
- 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. 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. Staff are not incentivised or directed to place business with Steadfast-associated entities. Any relationships between Whitbread, strata managers, or owners corporations are disclosed transparently in our documentation.

As a Steadfast Network Broker, we have 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](http://www.steadfast.com.au).

If we arrange premium funding for you we may be paid a commission by the premium funder. We may also charge you a fee (or both). The commission that we are 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 we become entitled to the commission.

Our commission rates for premium funding are in the range of 0 to 3% of funded premium. When we arrange premium funding for you, you can ask us what commission rates we 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 30 days, please contact the Complaints Officer on 1300 424 627 or put your complaint in writing and send it to The Complaints Officer at the address noted at the beginning of this FSG, or on our website. Whitbread 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](mailto: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](mailto:info@afca.org.au)

**Website** [www.afca.org.au](http://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.**