

Financial Services Guide Distributors



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

Whitbread Associates Pty Ltd (Whitbread)

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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.

Unless the context otherwise requires, references to "we", "us", "our" or "Manager" are references to the Distributor, in its capacity as Strata Manager / Residential Manager / Owners Corporation Manager / Body Corporate Manager, and Whitbread.

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.

Lack of independence

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

- We may receive remuneration, commission, or other benefits when we provide personal advice 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

Personal advice is where we take into account your objectives, financial situation and needs, the advice provided will be personal advice. Personal advice can only be provided by Whitbread.

General Advice (General Information) is any information provided by your Manager - in any form - including product details, features, benefits, risks, or other communications, is general information only.

General Advice (General information) does not take into account your objectives, financial situation or needs. Before acting on general advice, you should consider whether it is appropriate for your circumstances and review the relevant Product Disclosure Statement (PDS).

Scope of our insurance advice

Any information provided by your Manager about insurance products is general information only. We generally provide information about products from insurers we deal with regularly and do not compare all policies in the market.

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

Your Manager will provide you with a Product Disclosure Statement (PDS) and any applicable Target Market Determination (TMD) for the product you are considering. You should carefully read and consider the PDS and any TMD to determine whether the product's features are suitable for your objectives, financial situation, and needs before making any decision about acquiring or varying the insurance.

From when does this FSG apply?

This FSG applies from December 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?

We can obtain insurance quotations for your consideration. You may then instruct your Manager to arrange a policy for your strata scheme, based on the instructions and information you provide.

Instructions can be provided to your Manager by post, telephone, or email, using the contact details set out 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 explain the financial services we can provide, how we'll deliver them, and any fees or costs involved. To give you the best advice, we ask that you provide complete and accurate information about your financial situation and let us know if anything changes. We'll always act in your best interests, keep your information confidential, and explain any fees upfront. You can end our engagement at any time.

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

Your Manager can provide information and assistance in arranging or renewing body corporate, strata, community title, or other related insurance policies. Your Manager is authorised by Whitbread to provide general information only. General information about an insurance product does not take into account your personal objectives, financial situation, or needs.

Whitbread may act under a binder or agency arrangement granted by an insurer. When this occurs, Whitbread acts as the agent of the insurer, not as your agent. We will inform you whenever we act under a binder or agency to arrange your insurance or provide advice about your insurance needs.

Will I receive tailored advice?

Your Manager is authorised to provide general information only and not tailored advice. Where we provide advice about your insurance arrangements, that advice is current at the time it is given.

Where Whitbread take into account your objectives, financial situation, and needs, we will provide personal advice. To provide personal advice, we may need information about your personal objectives, your current financial situation, and any other relevant information. We will ask you for the details we need to arrange insurance policies for you, issue insurance policies to you, or provide advice about your insurance needs.

In some cases, we may not ask for any of this information. If we do not ask, or if you do not provide all the information we request, any advice you receive may not be appropriate to your objectives, financial situation, or needs. You should read all warnings we provide carefully before making any decision about an insurance policy.

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 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).

- The Distributor will receive between 0% and 100% of Whitbread's commission.
- Whitbread may receive a broker fee for arranging or renewing insurance on your behalf. This fee may be calculated by reference to the commission that would otherwise be payable, or may be a separately agreed fee based on the services provided. The broker fee may be shared with the Distributor, related entities, or other parties involved in providing the services, as permitted by law. Further details will be provided on request or before the service is provided. Any fees that Whitbread charge you will be disclosed in the Tax Invoice.
- Whitbread may pay commissions, fees or benefits to others who refer you to us or refer us to an insurer. If Whitbread does, it will pay commissions to those people

out of its commission or fees (not in addition to those amounts).

- 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.

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 charges). 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 Whitbread about your complaint. Whitbread aims to resolve complaints as quickly as possible and, where practicable, within three business days.
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, 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 holds a Professional Indemnity Insurance policy that meets the requirements of section 912B of the Corporations Act 2001 (Cth) and covers claims arising from the conduct of Whitbread, its Distributors and former distributors.

Any questions? If you have any questions regarding the financial services described in this Financial Services Guide, please contact Whitbread. You should retain this Financial Services Guide for your reference and for any future dealings with Whitbread.

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Website www.whitbread.com.au

Whitbread Strata Distributors FSG 2025 December