The financial services referred to in This Financial Service Guide (FSG) are offered by:

Phoenix Risk Management Pty Ltd t/as Putney Insurance Group
CAR 456222 | **ABN** 67 121 681 927

Corporate Authorised Representative of Sirius Insurance Pty Ltd
AFSL 550946 | **ABN** 60 606 142 027
P: PO Box 7622, East Brisbane QLD 4169
T: (07) 3667 8230 | E: admin@siriusinsurance.com.au

Authorised Representatives:

- **Debra McDougall** (AR 001275085)
- **John Simmons** (AR 000456221)
- **Joseph Niva** (AR 001314294)

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 our associates are paid.
- Any potential conflict of interest we may have.
- Our internal and external dispute resolution procedures and how you can access them.
- Arrangements that are in place to compensate clients for losses.

Why we are not independent, impartial, or unbiased in relation to the provision of personal advice and the impact of this on you

LACK OF INDEPENDENCE

Sirius Insurance Pty Ltd, 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 we provide personal advice to you in relation to insurance products and other financial products.
- 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 (*retail clients only)

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 we have given you, the basis of the advice and other information on our remuneration and any relevant associations or interests. This information may be contained in a Statement of Advice **(SOA)**.

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 polices we have not compared those policies to other policies available, other than from those Insurers we deal with regularly.

Product Disclosure Statement (*retail clients only)	If you are a retail client and 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 (PDS) or short-form PDS, unless you already have an up-to-date PDS or short-form PDS from the Insurer. The PDS or short-form PDS will contain information about the particular policy, which will enable you to make an informed decision about purchasing that product.
From when does this Financial Services Guide (FSG) apply?	This FSG applies from 19th January 2026 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 you give us instructions?	You can contact us to give us instructions by post, phone, or email on the contact details mentioned on the top of this FSG.
How will we communicate with you?	Most communication will be done via phone and email. We will send important information, such as policy documents and invoices via email, unless you opt not to receive such documents electronically. **Use of Third-Party IT systems, Automation and Artificial Intelligence (AI)** Sirius may at times utilise third party software including automation and AI. These tools will be sourced from reputable providers, and your data will not be shared other than what might be reasonably expected to deliver improved levels of service to you. Again, you may opt out at any time.
Who is responsible for the financial services provided?	Sirius Insurance Pty Ltd is responsible for the financial services that will be provided to you or through you to your family members, including the distribution of this FSG. Sirius Insurance Pty Ltd holds a current Australian Financial Services Licence No: 550946. The contact details for Sirius Insurance Pty Ltd are at the top of this FSG. The distribution of this FSG by us is authorised by Sirius Insurance Pty Ltd.
What kinds of financial services are we authorised to provide and what kinds of financial product/s do those services relate to?	The financial services referred to in this guide are provided by your Authorised Broker, who is authorised under Sirius Insurance Pty Ltd's Australian Financial Services Licence to provide financial product advice and deal in general insurance products for wholesale and retail clients. We will do this on your behalf as your general insurance broker unless we tell you otherwise. If we ever act under a binder arrangement, which means we have authority to issue policies as an agent for the insurer, rather than acting for you, we will inform you of this arrangement
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 contained in any SOA, or any other 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. At renewal we may review your insurance however, in some cases we may automatically renew your

	insurance to ensure you continue to be covered. This renewal will not take into account any changes to your current financial situation or personal objectives or needs that you have not informed us of.
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.
Legal advice	Our duty as a general insurance broker does not extend to giving legal advice. You should consult your solicitor when you need advice on legal matters.
What information do we maintain about you and how can you access it?	Sirius Insurance Pty Ltd maintains a record of your personal profile including details of insurance policies that we arrange for you. Sirius Insurance Pty Ltd may also maintain records of any recommendations or advice given to you. Sirius Insurance Pty Ltd will retain this FSG and any other FSG given to you as well as any SOA, PDS or short-form PDS that we give or pass on to you for the period required by law. Sirius Insurance Pty Ltd are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. Sirius Insurance Pty Ltd has taken the appropriate action to ensure we comply with the Australian Privacy Principles ("APPs") and have established a Privacy Policy. A copy of our privacy policy is available on request, or at www.siriusinsurance.com.au If you wish to access your file, please ask us. We will make arrangements for you to do so.
How will I pay for the services provided?	Payment for the services we provide you are payable directly to Sirius Insurance Pty Ltd. For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. Sirius Insurance Pty Ltd will receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to Sirius Insurance Pty Ltd by the insurers. In some cases, we may also charge you a broker fee. This will be shown on the invoice that is sent to you. The invoice provides methods of payment for our services and details of payment terms (14 days). Sirius Insurance Pty Ltd pays the commission and broker fee to us after deducting a management fee. 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 will retain any fee we have charged you. Depending on our arrangements with the insurer Sirius Insurance Pty Ltd will retain any commission that was paid to them by the insurer for the policy and we may retain the portion of the commission that was paid to us by Sirius Insurance Pty Ltd. We may also charge you a cancellation fee. Non-payment of premium within applicable time frames could result in the insurer cancelling the contract of insurance or charging a penalty premium for time on risk. When you pay us your premium it will be banked into Sirius Insurance Pty Ltd's trust account. Sirius Insurance Pty Ltd will retain the commission from the premium you pay us and remit the balance to the insurer in accordance with Sirius Insurance Pty Ltd's arrangements with the insurer. Sirius Insurance Pty Ltd will earn interest on the premium while it is in their trust account or Sirius Insurance Pty Ltd may invest the premium and earn a return. Sirius Insurance Pty Ltd will retain any interest or return on investment earned on the premium.

If you require assistance from us with a claim which requires an unexpected and significant amount of time or expertise, we reserve the right to make an additional charge for it. Any charges will be agreed with you before we provide the services so you always know how much you will be required to pay.

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

The commission the Insurer pays to Sirius Insurance Pty Ltd will be calculated based on the formula:

P X Y% = X

P = the amount you pay for any insurance policy (less any government fees or charges included in that amount).

Y% = the percentage commission paid to Sirius Insurance Pty Ltd by the Insurer. X = Sirius Insurance Pty Ltd's commission. Sirius Insurance Pty Ltd's commission varies between 0 and 30%.

We may also charge you a broker fee in addition to commission when you enter into an insurance policy. The amount of the fee will depend on the complexity of the services we are providing. The amount of any broker fee charged will be shown on your invoice.

Sirius Insurance Pty Ltd deducts a management fee of between 0% and 22.5% from the total commission and broker fee received and pays the remainder of the broker fee and commission to us.

Our employees that will assist you with your insurance needs will be paid a market salary and may also receive a performance bonus based on both the value and quality of the work they do for our clients.

Where a third party has referred you to us, we may share part of our fees/commission with them or pay an agreed referral rate. If we do, we will pay commissions to those people out of the commission and fees passed to us by Sirius Insurance Pty Ltd (not in addition to those amounts), in the range of 0 to 50% of our commission or fees.

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 we receive non-monetary benefits for providing the financial service?

While providing services to you, we may receive non-monetary remuneration from insurers, underwriting agencies and third parties. This can include access to technology platforms and IT support, education and training, event sponsorship and marketing assistance. We do not accept non-monetary remuneration if this could reasonably be expected to influence the services that we provide to you.

Do we have any relationships or associations which might reasonably influence us?

Insurer Relationships

We will only recommend products where they meet your needs and are in your best interests. Any such relationship is managed under Sirius Insurance Pty Ltd's conflicts of interest policy which all staff and representatives must comply with. If we cannot provide services to you due to a conflict of interest that cannot be managed, we will notify you immediately.

Where there may be a conflict of interest, we will contact you in a timely manner and clearly inform you that there may be a conflict of interest.

We work closely with a range of insurers and underwriting agencies to arrange high quality benefits, competitive pricing and superior service levels for our clients. Wherever possible we will recommend that clients deal with insurers that are authorised under the Insurance Act 1973 (Cth) to carry on insurance business in Australia and are subject to oversight by the Australian Prudential Regulation Authority. We will warn you when we recommend an unauthorised foreign insurer.

Some insurers give other benefits such as sponsorship of annual conferences, training and invitations to social business functions. These benefits may change from year to year. The receipt of these benefits may be based upon the volume of business placed with the provider but may also be more of an ad hoc reward. Occasionally we may also receive small gifts and gratuities. It is Sirius Insurance Pty Ltd's policy that gifts or gratuities may be accepted only if they are of an incidental nature. These amounts are not additional costs to you.

Despite the existence of any incentive, any decision to place business with such an Insurer will be based on the fact that this provides the best solution for you and not based on consideration of any incentive entitlement. Sirius Insurance Pty Ltd may pass any incentive received on to us.

Premium Funding

A conflict of interest may exist with certain premium funding companies due to common ownership with Sirius Insurance.

Steadfast Group Limited

Sirius Insurance Pty Ltd is a Steadfast Group Limited (Steadfast) Network Broker.

As a Steadfast Network Broker, Sirius Insurance Pty Ltd and our Authorised Representatives 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.

You can obtain a copy of Steadfast's FSG at www.steadfast.com.au

The licensee and premium funding companies

If we arrange premium funding for you with a premium funder, 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 premium funding for you, this is when we become entitled to the commission.

Commission rates for premium funding are usually in the range of 0 to 3% of funded premium. When we arrange premium funding for you, you can ask us what commission rate we are paid for that funding arrangement compared to the other arrangements that were available to you. The amount we are paid is set out in the premium funding contract. Some premium funders may pay Sirius Insurance Pty Ltd an administration and service fee for the distribution and management of their products.

What to do if you have a complaint?

We welcome your suggestions, compliments and complaints as an opportunity to improve our service.

If you have any complaints about the service provided to you, please give us the opportunity to put things right by contacting your Authorised Broker about your complaint in the first instance. We will acknowledge your complaint within 1 business day in writing or by telephone. We will take all reasonable steps to ensure that the person to whom

your complaint relates does not handle your complaint. We will do our best to resolve your complaint within 5 working days

If your complaint is not satisfactorily resolved within 5 working days, please contact Sirius Insurance Pty Ltd's Complaints Officer:

T: (07) 3667 8230
E: admin@siriusinsurance.com.au
P: PO Box 7622, East Brisbane QLD 4169
Please mark the envelope "Notice of Complaint".

If your complaint is referred to our Complaints Officer, we will acknowledge receipt of your complaint in writing within 1 business day. We will try and resolve your complaint quickly and fairly and no later than 30 days from receiving the response, providing you with updates at intervals of no later than 10 days.

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.

Sirius Insurance Pty Ltd is a member of the Australian Financial Complaints Authority (AFCA). If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA can be contacted at:

W: www.afca.org.au | E: info@afca.org.au
P: 1800 931 678 (free call)
In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Insurance Brokers Code of Practice

Sirius Insurance Pty Ltd is a principal member of NIBA and as such the Sirius Insurance Pty Ltd's staff and Authorised Brokers have adopted the Insurance Brokers Code of Practice (NIBA Code). A copy of the NIBA Code will be provided upon request or can be obtained from the NIBA website: https://www.niba.com.au/insurance-brokers-code-of-practice

If you think we may have breached the Code, you can report alleged breaches to the Insurance Brokers Code Compliance Committee (IBSSS). You can contact the IBCCC using the following details:

Website: www.insurancebrokerscode.com.au
Email: info@codecompliance.org.au
Telephone: 1800 931 678 (free call)
in writing to: IBCCC P.O. Box 14240, Melbourne VIC 8001

Special assistance and access to our services

We will take all reasonable steps to ensure our services are accessible to clients with special needs. Please let us know if you are experiencing any vulnerability when engaging our services, for example relating to your age, disability or mental or physical health conditions.

If you tell us or we identify that, due to your vulnerability, you need additional support or assistance, we will work with you as soon as possible to find a suitable way to provide our services to you. During this time, we will of course respect your right to privacy and self- advocacy. If your circumstances mean that you need third-party support (such as a lawyer, interpreter or friend), we will work with you to allow for this when providing our services.

For further information on how we will provide additional assistance or support is documented in Section 10 of the Insurance Brokers Code of Practice (website as shown above).

What arrangements are in place to compensate clients for losses?

Sirius Insurance Pty Ltd have a Professional Indemnity policy in place. The PI policy covers Sirius Insurance Pty Ltd employees, its contractors and its Authorised Brokers for claims made against them by clients as a result of their conduct in the provision of financial services.

The PI policy will cover Sirius Insurance Pty Ltd and us for claims relating to the conduct of representatives who no longer work with us, in respect of the Financial Services provided under the Sirius Insurance Pty Ltd's Australian Financial Services Licence.

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 us.

ADDITIONAL IMPORTANT INFORMATION

***Retail Clients only**

Retail clients are individuals or those who purchase an insurance product for use in connection with a small business. However, they are only designated as retail clients when they purchase a general insurance contract which has been designated as a retail product i.e.:

- Motor vehicle
- Sickness and accident
- Personal and domestic property
- Home building
- Consumer Credit
- Pleasure craft
- Home contents
- Travel

Any other kind of insurance prescribed in the Corporations Regulations 2001.

New Business/ Renewals

You understand that all documents relating to insurance contracts should be completed by you and only you, however, at times this may be done by us with your consent. It is your (the Insured's) responsibility to ensure the accuracy of all information supplied on any documents/the proposal prior to signing the document. The policy document issued by the Insurer forms the agreement between you and the Insurer. Upon receipt of this document, we recommend you check the details thoroughly to ensure the cover meets your requirements.

When your policy is due for renewal, we will give you at least fourteen (14) days' notice of expiry of any policy maintained by us. We will review your insurance requirements when you inform us of any alterations to your circumstances, however in some cases we may automatically renew those policies, and you should contact us to inform us if any details are not correct.

We do not accept responsibility for policies not maintained by Sirius Insurance Pty Ltd.

Policy Alteration/ Endorsement	Please contact us should you require alteration to details of the insured property or risk. An invoice will be issued to confirm the alteration we have placed with the Insurer.
Cancellation	Fees may be charged by us for managing any cancellation. Some Insurers charge cancellation fees or may not refund anything depending on policy conditions and/or how many days are left before the expiry date of the policy. Details of our refund policy for commission and fees is in our letter of engagement with you.
Cooling off Period (Applies for *retail clients only)	A cooling off period may apply to an insurance policy issued to you as a retail client*. During the period you may return the policy and receive a premium refund. If you choose to return a product within a cooling off period, we will return the commission to the insurer, however we reserve the right to retain our fees. The cooling off period is subject to legal requirements and terms and conditions of the policy. You should check the relevant PDS for full details.
Terms of Payment	When we arrange, renew or vary cover on your behalf, we will invoice you for the premium, statutory charges (e.g. stamp duty, fire services levies, GST, etc.) and our brokerage &/or fees. Invoices must be paid to us within fourteen (14) days of receipt, unless otherwise stated. Check your invoice for payment options. Please note that a surcharge will be applied to payments made by credit card, and that surcharge may change from time to time and will vary depending upon which type of credit card you choose to use.