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.
- Who will provide the services to you.
- How we and others 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 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), unless you already have an up-to-date PDS. The 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 30 October 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 I instruct you?	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 Insurance Pty Ltd 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.
Who will provide the services to you?	Your services will be provided by one of the following: • our brokers named at the front of this FSG, who are authorised representatives of Sirius Insurance Pty Ltd; or • brokers employed by Sirius Insurance Pty Ltd, who act directly for Sirius Insurance Pty Ltd under its Australian Financial Services Licence. Sirius Insurance Pty Ltd's employed brokers may look after you at times when our broker is unavailable (for example, during leave or illness, or when extra capacity is needed). When this happens, the broker will tell you that they are a Sirius Insurance broker acting on behalf of Phoenix Risk Management Pty Ltd t/as Putney Insurance Group. Whoever provides the service, you remain a client of Phoenix Risk Management Pty Ltd t/as Putney Insurance Group, your policies continue to be managed under our account with Sirius Insurance Pty Ltd, and Sirius Insurance Pty Ltd remains responsible for the services provided to you.

What kinds of financial services are we authorised to provide and what kinds of financial product/s do those services relate to?	Sirius Insurance Pty Ltd is authorised to advise and deal in general insurance and financial products (miscellaneous financial risk products limited to mutual risk products) to wholesale and/or retail clients and provide a claims handling and settling service. We will do this for you as your 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?	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. 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.
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. We retain this FSG and any other FSG given to you as well as any SOA, 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. 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, 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	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,

provided?

charges and levies) called commission, which is paid to us by the insurers. However, we usually 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 will retain any fee we have charged you. We will also retain commission depending on our arrangements with the insurer, or charge you a cancellation fee equal to the reduction in our commission.

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. We 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. We 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.

If we provide you with claims handling and settling services, we will inform you of any fees, commission or other payments that we, or our associates will receive in relation to the claims and settling services that are provided.

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

In this formula:

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 us by the Insurer. Sirius' commission varies between 0 and 30%.
X = Sirius Insurance Pty Ltd's commission.

We receive between 40% and 100% of the commission and broker fees received by Sirius Insurance Pty Ltd. Sirius Insurance Pty Ltd retains the balance as a management fee. The share Sirius Insurance Pty Ltd retains is higher when its employed brokers provide the services to you on our behalf.

When Sirius Insurance Pty Ltd's employed brokers provide services while our broker is unavailable or when we need extra capacity (for example, during leave or illness, or at busy times), Sirius Insurance Pty Ltd may also charge us a fixed fee for each transaction they complete. We pay this fee out of our share.

These amounts are paid out of the commission and fees, not in addition to them. They do not change the amount you pay.

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.

Our employees, and Sirius Insurance Pty Ltd's employees, who assist you with your insurance needs are paid a market salary. These employees may also be entitled to incentive bonuses, which can be based on performance or other criteria.

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 earnt 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 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. 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.

Premium Funding

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

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 4% 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.

Steadfast Group Limited

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

As a Steadfast Network Broker, Sirius Insurance Pty Ltd 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, underwriting agencies 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 the owner of, or a shareholder in, approximately 30 underwriting agencies (Steadfast Underwriting Agencies). We may place your insurance with one or more of these agencies. The terms governing any placement will be negotiated on an arm's length basis. We have an obligation to act in its clients' best interests. Steadfast Underwriting Agencies act for insurers. For a list of all of Steadfast's subsidiary and associate companies, as well as brands, please refer to Steadfast's latest Annual Report available in the 'Investor' section of Steadfast's website www.steadfast.com.au.

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

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 a complaint, please contact Sirius Insurance Pty Ltd's Complaints Officer. If you tell your broker instead, they will pass it to the Complaints Officer within 1 business day. The Complaints Officer can be contacted at:

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

We will acknowledge your complaint in writing or by telephone within 1 business day. We will try to resolve it quickly and fairly, and in any event within 30 calendar days of receiving it. If we need more time, we will tell you why and when you can expect a response.

If Sirius Insurance Pty Ltd's Complaints Officer is unable to resolve your complaint to your satisfaction, you can use 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 Sirius Insurance Pty Ltd, or by the Steadfast Customer Advocacy service, 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 member of National Insurance Brokers Association and subscribes to, and is bound by, the Insurance Brokers Code of Practice (the Code). Please notify us if you would like a copy of the Code. Otherwise a copy is available 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 (IBCCC). 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 has a professional indemnity insurance policy (PI policy) in place. The PI policy covers Sirius Insurance Pty Ltd and its representatives, including its employees and its authorised representatives (including us), for claims made against them by clients as a result of their conduct in the provision of financial services. This includes services provided to you by Sirius Insurance Pty Ltd's employed brokers on our behalf.

The PI policy also covers claims relating to the conduct of former representatives who no longer work for Sirius Insurance Pty Ltd.

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