

# Financial Services Guide

Version 24 Effective 14.03.2024

The financial services referred to in this financial services guide (FSG) are offered by:

**The Gardian Group Pty Ltd ABN 44168233798, AFSL No. 457506**

**73 Wood St Mackay QLD 4740**

07 4957 7424

[insurance@gardian.com.au](mailto:insurance@gardian.com.au)

## (Licensee)

Or by Gardian Insurance Services Pty Ltd T/As Gardian Insurance Brokers (GIB) is a Corporate Authorised Representative of The Gardian Group Pty Ltd (CAR No. 297948) and individual Authorised Representatives who are employees of Gardian Insurance Services Pty Ltd T/As Gardian Insurance Brokers. Authorised representatives are set out in the Schedule at the end of this FSG (the **Authorised Representatives**).

The Gardian Group holds a current Australian Financial Services Licence No. 457506 and is responsible for the financial services that the Licensee or an Authorised Representative provides to you and is responsible for the content and distribution of this FSG and has authorised its distribution by its Authorised Representatives.

When used in this FSG “we”, “us” or “our” means the Licensee or relevant Authorised Representative who is offering to provide you, or providing you, with financial services, as applicable.

**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
- our internal and external dispute resolution procedures and how you can access them
- arrangements we have in place to compensate clients for losses

## **LACK OF INDEPENDENCE**

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

We, The Gardian group 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 be subject to direct or indirect restrictions relating to the financial products in respect of which personal advice is provided; 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 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 policies we have not compared those policies to other policies available, other than from those insurers we deal with regularly.

### Product disclosure statement

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 policy.

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<b>From when does this FSG apply?</b>	This FSG applies from 1st February 2024 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.
<b>How can I instruct you?</b>	You can contact us to give us instructions by post, phone or email on the contact number or details mentioned on page 1 of this FSG, for the Licensee, or on the contact number or details mentioned in the Schedule at the end of this FSG, for any Authorised Representative.
<b>Who is responsible for the financial services provided?</b>	The Licensee 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. The Licensee holds a current Australian Financial Services Licensee no: 244330. The contact details for the Licensee are on the front of this FSG.
<b>What kinds of financial services are you authorised to provide to me and what kinds of financial product/s do those services relate to?</b>	The Licensee is authorised to advise and deal in general insurance products to retail and wholesale clients. Each Authorised Representative is authorised to advise and deal in general insurance products to retail and wholesale clients under the Licensee's Australian Financial Services License. When we provide you with financial services, we will do this for you as your broker unless we tell you otherwise
<b>Will I receive tailored advice?</b>	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, record of advice, 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.

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<b>Contractual Liability and your insurance cover</b>	<p>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.</p>
<b>What information do you maintain in my file and can I examine my file?</b>	<p>We maintain a record of your personal profile including details of insurance policies that we arrange for you. We 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 SOA or 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: <a href="http://www.gardian.com.au">www.gardian.com.au</a>. If you wish to look at your file please ask us. We will make arrangements for you to do so.</p>
<b>How will I pay for the services provided?</b>	<p>Payments for the services we provide you are payable directly to us. For each insurance product the insurer will charge a premium that includes any relevant taxes, charges and levies. We often receive 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 you will also be charged 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 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.</p> <p>When you pay us your premium it will be banked into our trust account. We will 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.</p>
<b>How are any commissions, fees or other benefits calculated for providing the financial services?</b>	<p>GIB receives between 0-90% of Gardian Group's income that is generated by our clients. If a person has referred you to us, we may pay them a part of any fees or commission received. GIB also have a set of standard non refundable Broker Fees that we may charge you for services such as:</p> <ul style="list-style-type: none"> <li>• Market research on products available.</li> <li>• Assessing the claims service of insurers.</li> <li>• Sourcing alternative quotations and coverage.</li> <li>• Risk analysis and portfolio co-ordination.</li> </ul> <p>All fees payable for services will be advised to you at or before the time of providing the advice or service. If you pay by credit card we may charge you a credit card (incl. arrangement and handling) fee, which is disclosed and shown separately on our invoices, they are non-refundable. This fee covers the cost of bank charges etc. associated with such facilities.</p> <p>Gardian Group's individual Authorised Representatives that assist you with your insurance needs are paid a market salary by Gardian Insurance Services Pty Ltd.</p>

If you are a Retail Client and we give you Personal Advice, commission amounts or payments we or our associates or anyone referring you to us will receive will be provided in any SOA or (where an SOA is not required to be provided) included on any relevant invoices.

If you are a Retail Client and we give you General Advice, we will disclose commission and fees in the important notices included on your quote or invoice.

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

In some cases we may refer you to or recommend you use the services of Gardian Financial Planning, our life division. As a member of the same corporate group we will benefit from this recommendation as it improves the profit of the group.

As a Steadfast Network Broker we have access to 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)

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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.

The Licensees 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. The amount of our commission and any fee that we charge will be set out in the premium funding contract.

Gardian Insurance Services is part of The Gardian Group of businesses. Owners of Gardian Insurance Services T/As Gardian Insurance Brokers may also hold ownership interests in other businesses within The Gardian Group and may benefit from profits paid from one of the following companies:

- Gardian Financial Services
- Newbeginnings Pty Ltd
- Gardian Real Estate Pty Ltd

<b>What should I do if I have a complaint?</b>	<ol style="list-style-type: none"> <li>Contact us and tell us about your complaint. We will do our best to resolve it quickly.</li> <li>If your complaint is not satisfactorily resolved within 5 working days, please contact Gardian Group's Complaints Manager on:  <b>Telephone:</b> (07)4957 7424  <b>Email:</b> <a href="mailto:insurance@gardian.com.au">insurance@gardian.com.au</a>  <b>In writing:</b> The Gardian Group Pty Ltd  73 Wood Street, MACKAY QLD 4740  Services are available for clients with additional needs, please contact our Complaints Manager for further information.</li> <li>We are 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 the AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. The AFCA can be contacted at:  <b>Online:</b> <a href="http://www.afca.org.au">www.afca.org.au</a>  <b>Email:</b> <a href="mailto:info@afca.org.au">info@afca.org.au</a>  <b>Phone:</b> 1800 931 678  <b>Mail:</b> Australian Financial Complaints Authority  GPO Box 3 Melbourne VIC 3001</li> </ol>
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<b>What arrangements do you have in place to compensate clients for losses?</b>	<p>The Licensee has a professional indemnity insurance policy (PI policy) in place.</p> <p>The PI policy covers us and our representatives (including our Authorised Representatives) for claims made against us and our representatives by clients as a result of the conduct of us, our employees or representatives in the provision of financial services.</p> <p>The PI policy will cover us for claims relating to the conduct of representatives who no longer work for us.</p> <p>This policy satisfies the requirements for compensation arrangements under section 912B of the Corporations Act.</p>
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<b>Any questions?</b>	<p>If you have any further questions about the financial services we provide, please contact us.</p> <p>Please retain this document for your reference and any future dealings with us.</p>
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## SCHEDULE – DETAILS OF AUTHORISED REPRESENTATIVES

Name	AR No.	Email
Luke Phillips	AR No. 000297497	luke@gardian.com.au
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