



# Financial Services Guide

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

Fitzgerald & Co. Insurance Brokers Pty Ltd (ABN 41 683 047 494) ("Fitzgerald & Co.")

Address 117/3 Male St, Brighton VIC 3186

Telephone: +61 423 165 950

Email: jonathanf@fitzgeraldib.com.au

Fitzgerald & Co. is a Corporate Authorised Representative of McKenzie Ross & Co Pty Ltd (ABN 33 055 492 209) ("McKenzie Ross")

Address: Level 4, 501 La Trobe Street, Melbourne VIC 3000

Telephone: (03) 9691 2222

Email: info@mckenzieross.com.au

McKenzie Ross holds a current Australian Financial Services Licence No: 246988 and is responsible for the financial services that Fitzgerald & Co. provides to you. Fitzgerald & Co.'s Authorised Representative No is 001315427. McKenzie Ross is also responsible for the content and distribution of this FSG. The distribution of this FSG by Fitzgerald & Co. is authorised by McKenzie Ross.

## **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**

We are not independent, impartial or unbiased because:

- we or our representatives or associates may receive remuneration or other gifts or benefit from:
  - the issuer of the product you buy (e.g. commission that we retain); or
  - other third parties for related services provided in connection with the personal advice service (e.g. premium funding, claims or loss adjusting or reinsurance services),which may reasonably be expected to influence the personal advice provided to you.
- we or our representatives or associates have associations or relationships with issuers of financial products and others that might reasonably be expected to influence the personal advice provided to you.

We explain such arrangements in more detail in this document under the Headings "How are any commissions, fees or other benefits calculated for providing the financial services?" and "Do you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?", and you can ask us for more detail.

**However**, it is important to note that when providing personal advice we are required under the Corporations Act to always act in our client's best interests. We also have policies and procedures for the proper management of conflicts of interests. You can ask us for more detail.

## **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 me/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 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.

## **From when does this FSG apply?**

This FSG applies from 1st June 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 us instructions by post, phone, fax or email on the contact number or details mentioned above.

We recommend that your verbal instructions always be confirmed in writing.

## **Who is responsible for the financial services provided?**

McKenzie Ross 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.

McKenzie Ross holds a current Australian Financial Services Licensee no: 246988.

The contact details for McKenzie Ross are mentioned above.

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

Fitzgerald & Co. is authorised to advise and deal in general insurance products to wholesale and/or retail clients under McKenzie Ross's Australian Financial Service Licence. We will do this on your behalf as your broker unless we tell you otherwise.

## **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. 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.

## **What information do you maintain in my file and can I examine my file?**

Fitzgerald & Co. and McKenzie Ross maintain a record of your personal profile, including details of insurance policies that we arrange for you. McKenzie Ross may also maintain records of any recommendations or advice given to you. McKenzie Ross 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.

McKenzie Ross is and we are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of McKenzie Ross's privacy policy is available on request. A copy is also available on McKenzie Ross's website, [www.mckenzieross.com.au](http://www.mckenzieross.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?

Payment for the services we provide you are payable directly to McKenzie Ross. For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. McKenzie Ross often receive a payment based on a percentage of this premium (excluding relevant taxes, charges and levies) called commission, which is paid to McKenzie Ross by the insurers. In some cases, you will also be charged a fee. These will all be shown on the invoice that is sent to you.

You can choose to pay for our services by any of the payment methods set out in the invoice. You are required to pay McKenzie Ross within the time set out on the invoice.

When you pay us your premium it will be banked into McKenzie Ross's trust account. McKenzie Ross will retain the commission from the premium you pay us and remit the balance to the insurer in accordance with McKenzie Ross's arrangements with the insurer. McKenzie Ross will earn interest on the premium while it is in their trust account or McKenzie Ross may invest the premium and earn a return. McKenzie Ross will retain any interest or return on investment earned on the premium.

If you pay by credit card we may charge you a credit card 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.

## What about refunds of premiums?

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 commission.

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

McKenzie Ross's commission will be calculated based on the following formula:

$$X = Y\% \times P$$

In this formula:

- X McKenzie Ross's commission
- Y% the percentage commission paid to McKenzie Ross by the insurer. McKenzie Ross's commission varies between 0% and 25%.
- P the amount you pay for any insurance policy (less any government fees or charges included in that amount).

We will receive 80% of McKenzie Ross's commission.

Any fees that McKenzie Ross or we charge you will be advised to you at the time of providing the advice or service.

McKenzie Ross does not and we do not often pay any commissions, fees or benefits to others who refer you to us or refer us to an insurer. If McKenzie Ross does, McKenzie Ross will pay commissions to those people out of its commission or fees (not in addition to those amounts), in the range of 0% to 50% of its commission or fees.

Fitzgerald & Co. employees that will assist you with your insurance needs will be paid an annual salary. Our employees do not receive any benefit directly from the sale of a product to you, however based on the performance of the employee over the year and pre-determined business performance criteria such as client service standards and business profitability, they may be entitled to a bonus. Any bonuses are paid either quarterly or annually.

If we give you personal advice, we will inform you of any fees, commission or other payments we, my/our associates or anyone referring you to me/us (or me/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 you have any relationships or associations with the insurers who issue the insurance policies or any other material relationships?

McKenzie Ross is a Steadfast Group Limited (**Steadfast**) Network Broker.

As a Steadfast Network Broker, McKenzie Ross has access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing

arrangements. These member 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](http://www.steadfast.com.au)

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

McKenzie Ross's 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 McKenzie Ross 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 and tell us about your complaint. We will do our best to resolve it quickly.
2. If your complaint is not satisfactorily resolved within 5 days, please contact our Complaints Officer, Luke Lalor, on (03) 9691 2222 or put your complaint in writing and send it to him at the address noted at the beginning of this FSG. We will try and resolve your complaint quickly and fairly. McKenzie Ross is a member of the Australian Financial Complaints Authority (AFCA).
3. 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:

Australian Financial Complaints Authority  
Address: 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)

We also follow The Insurance Brokers Code of Practice.

### **What arrangements are in place to compensate clients for losses?**

McKenzie Ross has a professional indemnity insurance policy (PI policy) in place.

The PI policy covers McKenzie Ross and its 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 will cover me/us for claims relating to the conduct of former representatives who no longer work for McKenzie Ross.

This policy satisfies / these policies satisfy] the requirements for compensation arrangements under section 912B of the Corporations Act.

### **Contact Agreement**

To ensure that we provide you with appropriate products and services, you agree to us calling you to discuss any new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register

### **Electronic delivery of disclosure notices**

Please note that where possible we prefer to provide all correspondence and disclosure notices (including financial services guides and product disclosure statements) to you electronically, via email attachments or email links to documents/websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices.

Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

### **Any questions?**

If you have any further questions about the financial services Fitzgerald & Co. or McKenzie Ross provides, please contact us.

Please retain this document for your reference and any future dealings with Fitzgerald & Co. or McKenzie Ross.