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AUSTRALIAN MORTGAGE  
& FINANCIAL ADVISERS

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## OUR COMBINED CREDIT GUIDE & FINANCIAL SERVICES GUIDE

### Licensee Contact Details

**Keith Marshall**

**182 Huntingdale Street, Pullenvale QLD 4069**

**Office Tel: 07 3378 2056 Fax: 07 3378 2069**

**Email: [info@amafa.com.au](mailto:info@amafa.com.au) Website: [amafa.com.au](http://amafa.com.au)**

# CREDIT GUIDE

## About Us

Australian Mortgage and Financial Advisers Pty Ltd is licensed under the National Consumer Credit Protection Act 2009.

The details of our licence are as follows:

<b>Business Name:</b>	Australian Mortgage and Financial Advisers Pty Ltd
<b>Address:</b>	182 Huntingdale Street Pullenvale QLD 4069
<b>Phone:</b>	07 33782056
<b>Email:</b>	<a href="mailto:info@amafa.com.au">info@amafa.com.au</a>
<b>Australian Credit Licence Number:</b>	389206

This Credit Guide contains important information about us, the services we provide and the activities of the credit representative operating under our credit licence. It also contains:

- Information about fees and charges that may be payable by you to us
- Commissions that we may receive when we are acting as a credit representative
- Commissions that we may pay to third parties for introduction of business, and information about what you should do if you have a complaint or dispute in connection with our services and activities.

We are required to provide this document to you as soon as practicable after it becomes apparent that we are likely to provide credit assistance to you. We provide “credit assistance” when we:

1. Suggest or assist you in applying for:
  - a. A particular loan with a particular lender
  - b. An increase to an existing loan with a particular lender, or
2. Recommend that you remain in an existing loan contract.

## Preliminary Assessment

Prior to providing credit assistance to you, we must assess whether the particular loan is “unsuitable”. A loan will be “unsuitable” based on the information you provided to us if:

1. You will be unable to repay the proposed loan or will only be able to repay the proposed loan with substantial hardship, or
2. The proposed loan does not meet your requirements and objectives.

We are required to document our findings that the proposed loan is not unsuitable by way of completing a Preliminary Assessment. The Preliminary Assessment will set out your:

- Requirements and objectives
- Financial and relevant personal situation, and
- Ability to repay the proposed loan

We are also required to take reasonable steps to verify information provided by you to us. This verification may include:

- Requesting you for copies of documents that demonstrate your financial situation - in some cases we may also need to sight original documents, and
- Contacting third parties to assist in verifying the information that you provide.

## Obtaining a copy of the Preliminary Assessment

If we provide you with credit assistance, you may request a copy of our Preliminary Assessment anytime for up to 7 years and we must provide you with a copy of the assessment within the following timeframes:

Your request is made:	We will give you your assessment:
Before the Credit Day*	As soon as possible after we receive your request
Up to 2 years after the Credit Day	Within 7 business days after we receive your request
Between 2 to 7 years after the Credit Day	Within 21 business days after we receive your request

\*The Credit Day is the date the credit contract is settled, or the credit limit is increased.

There is no charge for requesting or receiving a copy of the Preliminary Assessment.

## **Fees and Charges That Are Payable by You in Relation to Our Credit Assistance**

We may charge a fee for providing credit assistance to you. If applicable, details about the fees payable by you will be set out in a Credit Quote which we will give you prior to submitting your loan application.

### **Other Fees and Charges**

You may have to pay other fees and charges (such as application fees, valuation costs and other applicable fees) to the lender or other parties. You should review the particular loan contract documentation for further details of any such fees and charges.

### **How Do I Get Paid?**

Our aggregator receives commission from the lenders, then pays commission to our licensee. Our licensee then pays us commission in relation to loan contracts (such as home and investment property loans) for which we act as the credit representative in providing credit assistance.

An upfront commission is payable by lenders in relation to settled (drawn-down) loans and is calculated as a percentage of the loan amount. It is usually paid after settlement of the loan.

Trail commission is payable by lenders in relation to settled (drawn-down) loans. It is calculated monthly on the outstanding loan balance and is paid in arrears.

The upfront and trail commissions that we are paid by lenders are not payable by you. Details of commission to be received will be included in the Credit Proposal Disclosure document that we will provide you with when credit assistance is provided.

From time to time, I may receive a non-commission benefit by way of training, professional development, entertainment, gift, conference attendance, sponsorship, or entry into a competition run by a lender or my aggregator, at no extra cost to you. The nature of such arrangements is temporary, and the occurrence and amounts are often not readily ascertainable, however if they are apparent as a result of assisting you with credit assistance, this will be disclosed to you.

## **Our Lender Panel - Credit Providers**

We are authorised to engage in credit activities and therefore provide assistance to obtain loans for you from a panel of credit providers.

## **Other People We Deal With**

### **Our Aggregator**

We have approval to utilise credit providers and their loan products through the services of our aggregator 'Connective Broker Services Pty Ltd ABN 77 161 731 111, Credit Representative 437202 is authorised under Australian Credit Licence 389328'. The aggregator charges us a fee depending on our contract arrangements, consisting of:

- A share of commission that is paid by the particular credit provider
- A membership fee for our business
- A monthly fee for each of our accredited loan writers.

Macquarie Bank Limited has a minority, non-controlling interest in Connective Broker Services Pty Ltd. Commissions paid by Connective's lender panel are transparent and do not influence the broker or consumer choice. Connective is committed to quality consumer outcomes in all circumstances.

### **Referrers and Referral Fees**

We obtain referrals from a range of sources, including accountants, financial planners, real estate agents and other people. If you were introduced or referred to us, we may pay the referrer a commission or a fee.

Details of any commission or fees being paid to the referrer will be included in the Credit Proposal Disclosure document we provide to you.

## **Dispute Resolution and Complaints**

We are committed to providing you with the best possible service, however we understand there may be times where you are not satisfied. If this occurs please inform us verbally or in writing with the exact details of your complaint, so we can work towards a prompt and fair resolution.

If we are unable to reach a satisfactory resolution, you can make a complaint in writing to the Australian Credit Licence holder. With regards to complaints resolution, we are mindful of the need to ensure that consumers are treated fairly and with respect during the complaints handling process. Any dissatisfaction with a credit representative operating under the licence will be handled in an efficient, timely and effective manner in accordance with ASIC regulations of Internal Dispute Resolution (IDR).

If you are not satisfied with how my licensee has handled your complaint, you may take the matter 'free of charge' to the relevant External Dispute Resolution (EDR) service provider (subject to the provider's terms of reference).

Please note that the EDR provider will request the matter be first attempted to be resolved through our IDR process. If our IDR process is still in progress, they would expect that this process be completed before any external consideration.

The complaint can be lodged with:

- The Australian Financial Complaints Authority (AFCA)
- Telephone: 1800 931 678 (free call)
- Post: GPO Box 3, Melbourne VIC 3001
- Website: [www.afca.org.au](http://www.afca.org.au)
- Email: [info@afca.org.au](mailto:info@afca.org.au)

## Things You Should Know

We don't provide legal or financial planning advice. It is important you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial planning advice before you enter any loan contract.

## Privacy Statement

We are committed to protecting the privacy of your personal information. Our Privacy Policy governs how we collect, handle, use and disclose your personal information. It also deals with how you can access the personal information we hold about you, ask us to correct it, or make a privacy related complaint.

This policy explains how we respect your right to privacy in accordance with the Australian Privacy Principles contained in the Privacy Act (Cth).

### **What Information Do We Collect and How Do We Use It?**

We will collect personal information when we do business with you. This may include a broad range of information from your name, address and contact details to other information about your qualifications, employment history and financial information.

If you choose not to supply any of the information we request, our ability to assist you may be limited.

We will use your personal information:

- To conduct our business
- To manage our business relationships with you and others including Credit Providers
- To complete a transaction on your behalf
- To provide you with information about our products and services

From time to time, we will use your contact details to send you direct marketing communications including offers, updates and newsletters that are relevant to the services we provide. We may do so by mail or electronically unless you tell us that you do not wish to receive electronic communications.

You can unsubscribe 'opt-out' by notifying us and we will no longer send information to you.

### **How Do We Hold and Protect Your Information?**

We strive to maintain the relevance, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.

We hold the information we collect from you on our secure database. In some cases, your file is archived and sent to an external data storage provider for a period of time. We only use storage providers who are also regulated by the Privacy Act.

We take all reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification or exposure. Access to your information is restricted to those employees whose job requires that information. Access to our premises and computer systems is restricted through locks, password protection, internet firewalls and routers.

We will take reasonable steps to destroy or de-identify your personal information when your personal information is no longer required for our business functions.

### **Will We Disclose the Information We Collect to Anyone?**

We do not sell, trade or rent client lists or personal information to any third party. We will disclose personal information about you to our credit providers and agents where it relates to our credit assistance.

In all cases we will only disclose the information that is strictly required and take all reasonable steps to ensure that your personal information is handled in accordance with the Australian Privacy Principles. These third parties are strictly prohibited from using your personal information for any purpose other than in the pursuit of business related to our credit assistance.

Otherwise, we will not disclose personal information unless you consent, we are required to do so by law or under some unusual other circumstances which the Privacy Act permits.

### **How Can You Access, Update or Correct the Information We Are Holding?**

You have the right to access your information. If you believe that we are holding inaccurate, incomplete, irrelevant or out of date data about you, you may ask us to correct it. You can make a request for access to or correction of your personal information by contacting us anytime.

In some limited circumstances we may need to refuse access to your information or refuse a request for correction. If this is the case, we will advise you as soon as possible after your request and provide you with our reasons for the refusal.

### **What Happens if You Are Not Happy With How Your Information is Handled?**

If you have concerns about whether we have complied with the Privacy Act or this Privacy Policy and would like to make a complaint, please contact us. Your complaint will be considered through our internal complaints resolution process and we will try to respond with a decision as soon as possible.



## **Your Consent**

By asking us to assist, you consent to the collection and use of the information you have provided to us for the purposes described above.

For more information on your privacy rights please visit [www.privacy.gov.au](http://www.privacy.gov.au).

## **Further Information**

For more information regarding this document or anything else about our services, just contact us at any time. We're here to assist you.



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# FINANCIAL SERVICES GUIDE

**Our guide to assisting you with your financial needs**

Version 4 | 12-November 2018

## LET US GUIDE YOU

The purpose of this Financial Services Guide (FSG) is to help you make an informed decision about the services we offer and whether they are suited appropriately to meet your needs. This FSG provides you with important information on how to engage with one of our advisers.

This FSG should be read in conjunction with the Adviser Profile and covers the following:

- Information about Australian Mortgage and Financial Advisers Pty Ltd - AMAFA as a licensee
- Details on how you may instruct your adviser
- Who will be responsible for providing the financial services
- Details of the financial services and/or products AMAFA can provide
- The documents you may receive
- Remuneration received by your adviser
- Other forms of remuneration or benefits
- Privacy (i.e. collection and handling of your personal information)
- The complaints procedure
- Compensation arrangements in place

Please take the time to review this document before engaging our services.

Throughout this FSG, Australian Mortgage and Financial Advisers Pty Ltd is referred to as “we”, “us”, “our” or any variations. The term “adviser” refers to Australian Mortgage and Financial Advisers Pty Ltd’s authorised representatives.

***Australian Mortgage and Financial Advisers Pty Ltd (AMAFA) ABN 26 088 464 939 is an Australian Financial Services Licensee (AFSL 389206).***

***Distribution of the Financial Services Guide (version 3) by the providing entity has been authorised by Australian Mortgage and Financial Advisers Pty Ltd.***

***Authorisation date: 15<sup>th</sup> June 2018***

## **Who we are and what we stand for**

Established in 1999 as a mortgage broking business, AMAFA has grown into a Full Financial Services company. We have both an Australian Financial Services Licence (AFSL) and an Australian Credit Licence (ACL).

The foundation of our business is based on providing an ethical, honest and professional service. We believe every client must be able to make an informed decision on a strategy or product which has been tailored to their individual needs and circumstances.

We are committed to building long-term relationships with our clients.

## **Our Responsibility**

Your adviser provides financial advice and services on behalf of AMAFA and accordingly we are responsible for the financial advice and services they provide.

Our advisers are committed to providing quality financial advice and a wide choice of products and/or services to suit individual client circumstances.

Your adviser is obliged by law to act in your best interests and provide appropriate advice when providing financial advice to you.

As part of our commitment to you, AMAFA advisers adhere to the Code of Conduct of the Association of Financial Advisers (AFA).

## **The Adviser Profile**

Prior to providing any personalised financial advice products and/or services our advisers are required to provide you with a copy of this FSG along with an Adviser Profile.

The Adviser Profile contains important information about your adviser. This includes their Authorised Representative number and/or Corporate Authorised Representative number (if applicable), accreditations, qualifications and experience, areas of advice and types of financial services they can provide, details of how they get paid and fees that you may be charged.

If you have not received an Adviser Profile, please ask your adviser for a copy or contact us.

## What We Can Provide

AMAFA is licensed to provide financial product advice on the following services:

- Wealth creation strategies
- Life insurance advice
- Superannuation strategies
- Debt reduction strategies
- Cash flow management
- Retirement planning
- Aged care strategies
- Estate planning strategies

We can advise in the following products:

- Basic deposit products
- Life insurance (personal and business)
- Managed investments
- Investor Directed Portfolio Services (IDPS)
- Retirement Savings Accounts (RSA)
- Self-managed superannuation

AMAFA maintains an Approved Product List (APL). Subject to attaining required accreditation, your adviser is able to recommend any product on the AMAFA APL.

There may be instances where your adviser will need to consider products outside of the APL. In these cases, your adviser may apply to AMAFA's Research Department to obtain a one-off product approval.

## Documents You May Receive

If you decide to obtain personal financial advice, your adviser will need to determine your needs, objectives and relevant financial circumstances.

At the initial advice appointment, your adviser will typically gather the relevant information by using a client data collection form. You will be asked to provide accurate information about your personal and financial situation and keep your adviser informed of any changes to your relevant circumstances.

Your adviser will also need to verify your identity.

When your adviser provides personal financial advice to you, you may receive one or more of the following documents:

- Letter of Engagement
- Statement of Advice (SoA)
- Statement of Further Advice (SoFA)
- Record of Advice (RoA)
- Product Disclosure Statement (PDS)
- Fee Disclosure Statement (FDS)
- Renewal Notice

The SoA will set out the advice that has been tailored to your specific circumstances and provide you with details of all relevant disclosures including details of any remuneration payable.

Where you receive ongoing or further advice a SoFA and RoA may be provided.

A PDS will be provided if a product recommendation is made and includes detailed information on the financial product including features, benefits, conditions, costs and cooling off rights (if applicable).

An FDS will be issued to you in instances where you enter into an Ongoing Fee Arrangement with your adviser for a period greater than 12 months. The FDS will contain information about the services you were entitled to receive, the services you actually received and the fees you paid during the period. The FDS will be provided to you annually.

Should you commence an ongoing fee arrangement for the first time after 1 July 2013 (or in circumstances where the ongoing fee arrangement is significantly varied after 1 July 2013), your adviser will also issue a Renewal Notice every 2 years. The Renewal Notice will give you the option of renewing the ongoing fee arrangement.

You may request in writing a copy of any advice document up to seven (7) years after the advice has been given.

## How to Give Instructions

Your adviser may accept your instructions by phone, letter, email or fax. In some instances, your adviser can only accept written instructions from you and they will let you know when this occurs.

## Your Privacy

Your adviser is required to maintain physical or electronic records of documentation for any financial advice given to you, including information that personally identifies you and/or contains information about you.

These records are required to be retained for at least seven (7) years. If you want to access your personal information at any time, please let us know.

You have the right to not provide personal information to your adviser. However, in this case, your adviser will warn you about the possible consequences and how this may impact on the quality of the advice provided. Additionally, your adviser may also decline to provide advice if they feel they have insufficient information to proceed.

AMAFa respects your privacy and is committed to protecting and maintaining the security of the personal and financial information you provide us. For detailed information on how we handle your personal information, please see our Privacy Policy.

This Policy is located at:

<https://amafa.com.au/privacy-policy/>

## Disclosure of Information

Throughout the advice process, your personal information may be disclosed to other services providers. These may include:

- Financial product providers
- Financial planning software providers

- Administration and paraplanning service providers

AMAFa may engage third party service providers to assist in the provision of products or services.

Some services may require disclosure of personal information to service providers outside Australia including the Philippines. The purpose of such disclosure is to facilitate the provision of financial services including the preparation of financial advice documents for AMAFA advisers.

All reasonable steps will be taken to ensure that offshore service providers comply with the Privacy Act 1988.

### **Adviser Remuneration**

The cost of providing a financial product or service to you will depend on the nature and complexity of the advice, financial product and/or service provided. Generally, whenever your adviser provides a recommendation for a financial product or service, your adviser may be remunerated through either:

- An initial fee for service; or
- An ongoing fee for service; or
- A contribution fee or implementation fee; or
- Commission payments from product providers where applicable; or
- A combination of any of the above.

All fees or commissions are initially paid to AMAFA before being distributed in full to your adviser or to the relevant Practice.

### **Licensee Remuneration**

AMAFa receives a flat fee / and or percentage of the adviser's remuneration for the provision of services required under its Australian Financial Services Licence.



## Referrals

Should you be referred to your adviser by a third party, such as an Accountant or Mortgage Broker, the third party may receive a fee for the referral. You will receive more detailed information concerning any referral fee in your SoA or other relevant document.

## Other Forms of Remuneration or Benefits

AMAFA and/or its advisers may receive non-monetary benefits where:

- The amount is less than \$300 and identical or similar benefits are not given on a frequent basis;
- The benefit has a genuine education or training purpose (including attendance to conferences) and is relevant to providing financial product advice; and/or
- The benefit consists of the provision of information technology software or support and is related to the provision of financial product advice in relation to the financial products issued or sold by the benefit provider

Payments or benefits received are disclosed in a register. A copy of the register is available upon request.

## Related Companies

Neither your Adviser nor the Licensee have any association or relationship with the issuers of financial products that might reasonably be expected to be capable of influencing them in the provision of financial services.

## Sponsorship

AMAFA and its related companies may receive payments or benefits from product providers in return for granting rights such as being recognised as a sponsor and the right to promote their product and give presentations at conferences and/or professional development training days.

AMAFA may use these payments to pay for costs associated with such conferences, training or professional development days.

## Professional Indemnity

AMAFAs maintains a group policy which includes appropriate Professional Indemnity Insurance cover for AMAFA as required by the Corporations Act 2001.

## Reporting Your Concerns

If you have a complaint about any financial service provided to you by your adviser, you should take the following steps:

1. Contact the Claims team at AMAFA to discuss your complaint.

Phone: 07 33782056

Online: [amafa.com.au](http://amafa.com.au)

Email: [keith.marshall@amafa.com.au](mailto:keith.marshall@amafa.com.au)

Mail: Manager

Keith Marshall

P O Box 1006

Kenmore Qld 4069

2. We will acknowledge receipt of a complaint immediately, however, where this is not possible, acknowledgement will be made as soon as practicable.
3. We will then investigate the complaint and respond to you within 45 days. Some complex matters may require an extension to thoroughly investigate the complaint and bring it to resolution.
4. If you are not fully satisfied with our response, you have the right to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

5. The contact details for AFCA are:

Phone: 1800 931 678 (free call)

Website: <https://www.afca.org.au/>

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3, Melbourne VIC 3001

Furthermore, the Australian Securities and Investments Commission (ASIC) has a free of charge information line on 1300 300 630, which you may use to obtain information about your rights and to make a complaint.

## CONTACT US

### Head Office

AMAFA

182 Huntingdale Street

Pullenvale QLD 4069

T: (07) 33782056

F: (07) 33782069

G: [info@amafa.com.au](mailto:info@amafa.com.au)

W: <https://amafa.com.au>

For contact details of our various adviser offices, please visit our website at <https://amafa.com.au>.

### For More Information:

Please visit [moneysmart.gov.au](http://moneysmart.gov.au) for more information on financial advice.