

## CREDIT GUIDE

### ABOUT US

Janine Harris and Jill Danfield of In Financial Services are licensed under the National Consumer Credit Protection Act 2009.

The details of our licence are as follows:

<b>Business Name</b>	In Financial Services
<b>Address</b>	469 High Street MAITLAND NSW 2320
<b>Telephone</b>	02 49348558
<b>Email</b>	janine@inteam.com.au or jill@inteam.com.au
<b>Australian Credit Licence Number</b>	494107

### CUSTOMER FIRST CHARTER

Our priority is to you, our customer. We place your finance needs above those of any lender, our company or our aggregator, Connective.

Our duty is to ensure you obtain a loan which is appropriate (in terms of loan amount and structure), affordable, suitable for your needs and requirements and delivered in a responsible manner which provides you with a good outcome.

We will be transparent about products and options and applicable fees and charges. We will communicate in simple to understand language and act with the highest standards of integrity. We are committed to ensuring the product selected will meet your needs and requirements at the time of providing credit assistance.

### CREDIT GUIDE

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 regarding 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 those 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 WE GET PAID?

Our aggregator receives commission from the lenders and then pays us commission in relation to loan contracts (such as home and investment property loans) for 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.

If you pay out your loan or refinance to another lender within the first 2 years a large percentage of the upfront commission will be clawed back by the lender.

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 are 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.

## 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.

We have access to a panel of lenders through Connective. Macquarie Bank Limited is a 25% shareholder of Connective. We have access to products including those from Macquarie Bank Limited

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.

We are mindful of the need to ensure that consumers are treated fairly and with respect during the complaints handling process. Any dissatisfaction will be handled in an efficient, timely and effective manner in accordance with ASIC regulations of Internal Dispute Resolution (IDR).

We hope that you will be satisfied with how we deal with your complaint. However, if your concerns remain unresolved, or you have not heard from us within 45 days, then you can have your complaint heard by an independent party. The complaint can be lodged with the Australian Financial Complaints Authority (AFCA):

Online: [www.afca.org.au](http://www.afca.org.au)

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

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

## 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.

'Personal information' may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have.

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 with others, including our 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 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 that 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.

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?**

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)

### **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 lenders. The following are the lenders through which we generally conduct the most business over the last 12 month:

1. Commonwealth Bank
2. ME Bank
3. Westpac Bank
4. ING

5. ANZ

6. Suncorp

## LENDER DATA

This section provides information about the lenders we are accredited with and loans settled with these lenders in the last financial year.

The top six lenders and their respective share of loans settled in the last financial year.

Top 6 Lenders	% of Total Settlements
Commonwealth Bank	50.71%
ME Bank	21.46%
Westpac Bank	10.90%
ING	7.43%
ANZ	3.73%
Suncorp	1.97%

The total number of lenders we have settled loans with in the last financial year.

Number of Lenders Used
10

Panel lenders available and those whom we hold accreditation.

Lenders Available	Lenders we are accredited with
Adelaide Bank	✓
AMP	✓
ANZ	✓
Aussie Bonds	
Australian First Mortgage	✓
Auswide Bank	✓
Bank of China	✓
Bank of Melbourne	
Bank of Queensland	✓
Bank SA	
Bankwest	✓
Better Choice Home Loans	✓
Better Mortgage Management	✓
Bluebay Home Loans	✓
Bluestone	✓

Citibank	✓
Collins Home Loans	
Commonwealth Bank	✓
Connective HL Essentials by Advantedge	✓
Connective HL Solutions by Pepper	✓
Deposit Assure	✓
Deposit Power (Deposit Bonds)	✓
Firefighters Mutual Bank	✓
Firstmac	✓
Gateway Bank	✓
Health Professionals Bank	✓
Heritage Bank	✓
HomeStart Finance	✓
ING	✓
Keystart Home Loans	
La Trobe Financial	✓
Loan Ave	✓
Macquarie Bank	✓
ME Bank	✓
MKM Capital	✓
MyState	✓
NAB	✓
Newcastle Permanent Building Society	✓
P & N Bank	
Paramount Mortgage Services	✓
Pepper Money	✓
Resimac Home Loans	✓
St George Bank	✓
Suncorp Bank	✓
Teachers Mutual Bank	✓
UniBank	✓
Virgin Money	✓
Westpac	✓

## 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.

PRIVACY DISCLOSURE STATEMENT

**Janine Harris and Jillian Danfield** ('we', 'us', 'our) is collecting personal and financial information about you.

1. The information you provide will be held by us.
2. You appoint us your agent to act as an "access seeker" to obtain your credit information from a credit reporting body on your behalf and for the purpose of assisting you with your finance application. You authorise us to disclose any credit information we obtain to prospective financiers in connection with your finance application.
3. We may use credit information and any other information you provide to arrange or provide finance and other Services.
4. We may exchange the information with the following types of entities, some of which may be located overseas.
  - Persons who provide finance or other products to you, or to whom an application has been made for those products.
  - Financial consultants, accountants, lawyers and advisers
  - Any industry body, tribunal, court or otherwise in connection with any complaint regarding our services
  - Any person where we are authorised by law to do so
  - Any of our associates, related entities or contractors
  - Your referees, such as your employer, to verify information you have provided
  - Any person considering acquiring an interest in our business or assets
  - Any organisation providing online verification of your identity
5. You may gain access to the personal information that we hold about you by contacting us. A copy of our privacy policy can be obtained at [www.infinancialservices.com.au](http://www.infinancialservices.com.au) or by Contacting us on (02) 4934 8558. Our privacy policy contains information about how you may access or seek correction of the information we hold about you, how we manage that information and our complaints process.
6. You consent to receiving documents electronically. By giving this consent:
  - (a) We may make all notices and other documents available for a reasonable period of time on a password protected section of our website for retrieval by you or we will send you notices and other documents by email.
  - (b) If the information is displayed on our website we will promptly send you an email to the email address nominated below notifying you that information is available for retrieval on our website and notify you of the nature of that information:
    - We will no longer send paper copies of notices and other documents;
    - You should regularly check your nominated email address for notices; and
    - You may withdraw your consent to the giving of notices and other documents at any time.

You have facilities to enable you to readily print notices or other documents retrieved from our website or sent to you by email if you desire.

Please provide your email address below if you consent to receiving documents electronically.

If you do not provide the information we may be unable to assist in arranging finance or providing other services. You agree that we may collect use and disclose your information as specified above.



## DISCLOSURE OF OVERSEAS SUPPORT STAFF

Your information may be shared with our support staff for the purposes of submitting loans, loan tracking, compliance and/or administration activities. Our support staff are located overseas in the Republic of the Philippines.

## DATA BREACHES

In the extremely unlikely event that In Financial Services suspects that there has been a data breach that may cause you serious harm, we will take all reasonable steps to assess if your data has been accessed or lost, and if this information being accessed or lost may cause you serious harm. This assessment will always be completed expeditiously and within 30 days.

If In Financial Services finds that there has been a data breach that has the potential to cause you serious harm, this will be reported to the Office of the Information Commissioner and you directly.

## ACKNOWLEDGEMENT OF INTEREST ONLY LOANS - Advantages and Disadvantages

There are pros and cons with each different type of loan and individual borrower's situation/circumstances.

As a part of our ongoing commitment to responsible lending, we would like to explain some of the important things to acknowledge when considering an interest only (IO) loan repayment:

### Advantages of Interest Only Loans

There are some advantages of having an interest only loan, they may include:

- Monthly payments are lower during the Interest Only term
- A borrower may be able to purchase a more properties later by qualifying for a larger loan amount.
- May assist with placing extra money into investments to build net worth
- May assist with improving overall financial position by allowing surplus funds to be used in helping to pay off other higher interest debts
- During the interest-only period, the whole amount of the monthly repayment may qualify as tax deductible (applicable to investment loans only)

### Disadvantages of Interest Only Loans

There are some disadvantages to having an interest only loan, they may include:

- The principal (loan amount) will not reduce during the interest only term
- A rise in interest rates may increase risk
- A borrower may spend extra money instead of investing/saving/reducing existing debt with it
- A borrower will eventually have to pay principal and interest every month. The payment could increase significantly depending upon the term of the interest only period
- A borrower may not be able to afford principal payments when the interest only term ends
- The equity in the property may not appreciate as fast as a borrower would like
- It is difficult to predict what the property market will do in the future, so if the loan balance is higher than the value of the property, refinancing may not be possible

### Who Should Consider An Interest Only Loan?

A borrower may consider an interest only loan if they:

- Have been advised by their Financial Planner, Accountant or other relevant industry professional, that an interest only loan is beneficial to their investment strategy
- Know that the property will need to be sold within a short time period
- Require the initial payment to be lower and they have the confidence that they can adjust to accommodate for the payment increase at the completion of the interest only term

- Are certain they can get a higher rate of return from investing the extra money elsewhere

Your signature on this document confirms that In Financial Services has supplied information about, and explained the advantages and disadvantages of an interest only loan. You acknowledge that you have made the decisions regarding the suitability of an interest only loan based upon your understanding and assessment of how an interest only loan term is beneficial to your individual circumstances.

#### ACKNOWLEDGEMENT OF FIXING – Fixed Rate Periods

**It is advisable to seek independent financial advice on all aspects of fixed interest rate borrowing and prepayment before making a commitment.**

You hereby acknowledge that you fully understand:

- No one can predict whether interest rates will rise or fall
- You cannot rely on us or anyone involved in arranging the loan to advise you, or expect them or any of their employees to manage your interest rate exposure
- If you enter into a fixed interest rate loan for a fixed period you will not have the benefit of a lower interest rate if the variable interest rate falls during that period or the new fixed interest rates offered later during that period are lower
- Where you have a fixed interest rate loan, you may be required to pay a break costs to your lender if you:
  - Repay ahead of time any amount in excess of the “prepayment threshold” during any fixed interest rate period
  - Switch to another product, interest rate or repayment type

If you choose not to seek independent financial advice from your own financial adviser (such as an accountant) before signing your loan agreement, it was at your own risk.

#### ACKNOWLEDGEMENT OF RISK INSURANCE OFFERING

Insurance can be an effective way of minimising any potential financial hardship on you, your family and your business. Financial hardship may result from a death, disability, trauma or personal injury.

If you do not have adequate risk protection insurance in place:

- You may not be able to meet the repayments on your loan should an unexpected or unforeseen event arise; or
- Your savings may not be sufficient to meet your financial obligations.

In Financial Services is able to offer a referral to a number of insurance providers that could assist you in the event of unforeseen circumstances.

I/we acknowledge that I/we have been made aware of the opportunity to apply for risk insurance relating to my/our loan application.

I/we understand that I am/we are not obliged to apply for risk insurance as a condition of my/our loan and that I am/we are able to arrange insurance through any insurer of my/our choice.

I/We acknowledge that I/we will answer the questionnaire re Insurance and Asset Protection in line with our requirements.

## DISCLOSURE OF CONFLICT

If you are using the services of the following entities:

- Tailored Wealth Financial Services
- Rubix Realty

Janine Harris is a Director of In Financial Services the company who is organising the proposed loan for you, and has an equity share in Tailored Wealth Financial Services and Rubix Realty, from which income is received when you use the services of their services.

We confirm that there is no disadvantage to you as the borrower by using these additional entities.

## CLIENT ACKNOWLEDGEMENT & CONSENT

Our assessment will be/is based on the requirements and objectives, income and expenses that you have provided to us. You should check carefully that the information provided is accurate and up to date and doesn't leave out any material details that may impact your ability to meet the payment requirements on the credit contract for which you have applied. This includes any foreseeable changes to your circumstances that may impact on your ability to meet your contractual obligations.

Name: (Client 1) \_\_\_\_\_

Date:

Signed:

\_\_\_\_\_

Name: (Client 2) \_\_\_\_\_

Date:

Signed:

\_\_\_\_\_