

# **CREDIT GUIDE**

### **ABOUT US**

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>	Hunter Valley Home Loans Pty Ltd ATF Sirrah Business	
	Trust trading as In Financial Services	
Address	Suite 2, Level 1, 14 Bulwer Street	
	MAITLAND NSW 2320	
Telephone	02 49348558	
Email	janine@inteam.com.au or ben@inteam.com.au	
Australian Credit Licence Number	494107	

#### **YOUR BEST INTERESTS**

Our broker's priority is to you, their customer. We require our brokers place your finance needs above those of anyone else.

Our brokers are required to be transparent about products, your options, applicable fees, and charges as well any conflicts of interest. They will communicate in simple to understand language and act with the highest standards of integrity. They are committed to ensuring the product selected will meet your needs, requirements and be in your best interests at the time of assisting you obtaining finance.

#### **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

<sup>\*</sup>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).

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.

If we are unable to reach a satisfactory resolution, you can make a complaint in writing to the Australian Credit Licence holder, Hunter Valley Home Loans Pty Limited. 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).

In Financial Services details are:

Attention: Compliance and Complaints Handling Officer

**Phone**: 02 49348558

**Email**: janine@inteam.com.au

Website: www.infinancialservices.com.au

Mail: PO Box 767 Maitland NSW 2320

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 30 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: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>

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.

## **OUR LENDER PANEL**

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 conducted the most business over the last 12 months.

In Financial Services top six lenders are as follows:

- 1. Commonwealth Bank
- 2. Westpac Bank
- 3. Macquarie Bank
- 4. ME Bank
- 5. ING

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## **LENDER DATA**

This section provides information about the credit providers we are accredited with and the 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.

Lenders	% of Total Settlements
Commonwealth Bank	38.03%
Westpac Bank	20.86%
Macquarie Bank	11.66%
ME Bank	5.52%
ING	4.29%
ANZ	3.07%

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

Number Of Lenders Used	
18	

Panel Lenders available and those whom we hold accreditation.

Credit Providers Available	Credit Providers I am accredited for
Adelaide Bank	✓
AMP	✓
ANZ	✓
Aussie Bonds	
Australian First Mortgage	✓
Auswide Bank	<b>✓</b>
Bank of China	<b>✓</b>
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	<b>√</b>
Gateway Bank	✓
Health Professionals Bank	✓
Heritage Bank	✓
HomeStart Finance	✓
ING	<b>√</b>
Keystart Home Loans	
La Trobe Financial	✓
Loan Ave	<b>✓</b>
Macquarie Bank	✓
ME Bank	✓
MKM Capital	<b>✓</b>
MyState	<b>✓</b>
NAB	<b>√</b>

Newcastle Permanent Building Society	<b>√</b>
P & N Bank	
Paramount Mortgage Services	✓
Pepper Money	✓
Resimac Home Loans	✓
St George Bank	✓
Suncorp Bank	✓
Teachers Mutual Bank	✓
UniBank	<b>√</b>
Virgin Money	<b>✓</b>
Westpac	<b>√</b>

### **ENTERTAINMENT AND HOSPITALITY REGISTER**

We hold and maintain an entertainment and hospitality register. A copy can be provided on request.

# **FURTHER INFORMATION**

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

## 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

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• 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 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.

## **Privacy disclosure statement**

#### Part A

#### Overview

In handling your personal information, Hunter Valley Home Loans Pty Ltd ATF Sirrah Business Trust ABN 58624239821 trading as In Financial Services and its individual representatives ("the Broker") are committed to complying with the Privacy Act 1988 and the Australian Privacy Principles.

The Brokers are authorised credit representatives or employees of Hunter Valley Home Loans Pty Ltd Australian Credit Licence 494107 ('we, us, our'). Any reference to "we, us, our" are to the Broker and will include reference to our aggregator, Connective Broker Services Pty Ltd and any of its related companies ("Connective").

We collect information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent ("Consent"). When you ask us to assist, you agree we can, consistent with Australia's privacy and credit reporting laws, collect, use and exchange consumer and/or commercial credit and personal information ("information") about you for those purposes.

We are collecting information about you, as applicable:

- To source for you, or a company of which you are a director:
  - Consumer credit for personal, household, domestic or residential investment purposes; or
  - Commercial credit for business purposes; or
  - Other services stated in this Consent; or
- To support a guarantor application, you will provide.

As your broker, we require the information we collect from you to assess your credit or guarantor application or the credit application of a company of which you are a director, to source a suitable credit provider and any required insurances and to manage the application process, where required. If you do not provide the information sought, we may be unable to process your application, or the company's application, or we may be limited in the other services we can offer you or the company.

#### Your information - Collection and Disclosure

The personal information we collect 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. We may use that information to assess your application and, where appropriate, to source a suitable credit provider or lessor and / or insurance provider. We may, as appropriate:

- Disclose your identification information to a consumer credit reporting service ("Consumer CRS") and/or a commercial credit reporting service ("Commercial CRS"), where we hold your consent, (refer Schedule 1).
- Use any information a CRS provides in its report to assist us to preliminarily assess your credit or guarantor application (references to a "CRS" could be to either a Consumer CRS or a Commercial CRS).
- Disclose your information to an insurer or insurers to source any insurances you wish to obtain;
   and
- Disclose your information to our advisers, aggregators, licensees and other financial intermediaries, a credit provider or credit providers to apply for finance on your behalf.

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the Philippines, India and Nepal.

#### How we protect your information

We take all reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or exposure. All Connective staff are required by the terms of their employment to maintain the confidentiality of customer information. 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.

#### **Credit Providers**

As part of providing our services to you, we may undertake tasks for a credit provider which are reasonably necessary to manage the application process. When doing so, we are acting as agent for the credit provider, with the same privacy law requirements applying to both of us.

We may submit your application to one or more credit providers. A full list of the lenders (credit providers) we have access to can be found at:

- www.connective.com.au/mortgage-broking/connective-lender-panel; and
- www.connective.com.au/connective-asset-finance/connective-asset-finance-lender-panel.

A credit provider, to whom we submit an application, may disclose information about you to, and collect information about you from, one or more CRS.

The website of each credit provider contains details of each CRS with which it deals and other details about information held about you, including whether that information may be held or disclosed overseas and, if so, in which countries. The websites also describe your key rights. These details may be described on the credit providers' websites as 'notifiable matters', 'privacy policy', 'credit reporting policy' or 'privacy disclosure statement and consent', or similar.

For each Consumer CRS a credit provider uses, the website details will include the following specific information:

- That the CRS may include information the credit provider discloses about you to other credit providers to assess your credit worthiness.
- That, if you become overdue in making consumer credit payments or commit a serious credit infringement, the credit provider may disclose that information to the CRS.
- How you can obtain the credit provider's and/or the CRS's policies about managing your information.
- Your right to access and/or correct information held about you and to complain about conduct that may breach the privacy and credit reporting laws.
- Your right to request a CRS not to undertake pre-screening for purposes of direct marketing by a credit provider.
- Your right to request a CRS not to release information about you if you believe you are a victim
  of fraud

This detail will also be included by the credit provider who approves your application in the privacy disclosure statement and consent document it will provide to you.

Each credit provider website includes information on how to contact it and how to obtain a copy of its privacy documents in a form that suits you (e.g. hardcopy or email).

## You agree we may:

- Use your information:
  - To assess your consumer or commercial credit and/or guarantee application and/or to assess a credit application by a company of which you are a director.
  - To source any finances you require.
  - To source any insurances you require.
  - As the law authorises or requires.
- Disclose to, and obtain from, any prospective credit provider or insurer, information about you that is reasonably necessary to obtain the finance and insurances you require.
- Obtain from, and disclose to, any third party, information about you, the applicant(s) or guarantor(s) that is reasonably necessary to assist you obtain the finance and insurances required.
- Provide your information, including your credit report(s), to one or more of the credit providers so they can assess your application, or the application of a company of which you are a director, or your suitability as a guarantor.
- Provide information about you to a guarantor, or prospective guarantor.
- Disclose your information to the extent permitted by law to other organisations that provide us
  with services, such as contractors, agents, printers, mail houses, lawyers, document custodians,
  securitisers and computer systems consultants or providers, so they can perform those services
  for us. Some of which may be located overseas.
- Disclose your information to any other organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your contract with us, or the contract with us of a company of which you are a director.

#### Your rights

You have the right to ask:

- Us to provide you with all the information we hold about you.
- Us to correct the information we hold if it is incorrect.
- Us for copies of our privacy policy and this document, in a form that suits you (e.g. hardcopy or email).
- A CRS not to use your information for direct marketing assessment purposes, including pre-screening.
- A CRS to provide you with a copy of any information it holds about you.

You can gain access to the information we hold about you by contacting our Privacy Officer at the following address:

PO Box 767

## Maitland NSW 2320

In some cases, an administration fee may be charged to cover the cost of providing the information. Our Privacy Policy also deals with our complaints process and is available on our website or we will provide you with a copy if you ask us. Schedule 1 at the end of this document sets out the contact details for each CRS.

### **Extended Effectiveness for Commercial Credit**

Your agreement and consent to the disclosures and consents in this document will be effective for a period of 12 months, but only in relation to commercial credit. Your agreement to this ceases when you either withdraw it by contacting us using our details above or 12 months after you sign below, whichever first occurs. This will allow us to continue to provide our services to you without the need to ask you to sign a

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new privacy statement and consent each time you require commercial credit within a 12-month period. The extended effectiveness does not apply in relation to consumer credit.

Where the applicant, or guarantor, is a company of which you are a director, you consent to the disclosure and use of your information, in addition to the company's information, in each of the ways specified in this document.

#### Your consent to collect and disclose

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

#### Part B

#### Your consent to provide your personal information to a credit reporting body (CRS)

We can act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a (CRS). To do so, we may disclose personal information such as your name, date of birth and address to the CRS to obtain an assessment of whether that personal information matches information held by it.

I/we authorise the Broker or Connective to obtain a credit report on your behalf if needed.

You also agree and consent to, as appropriate:

- A CRS specified in Schedule 1 disclosing information to a credit provider for the purpose of assessing your application for consumer or commercial credit or your guarantor application, and/or assessing a credit application by a company of which you are a director.
- When you are a prospective guarantor, a credit provider using that information to assess your suitability as a guarantor.
- A credit provider disclosing your information (including information obtained by it from a CRS) to a guarantor, or a prospective guarantor.
- A credit provider disclosing to another credit provider, to your agent, such as us as your broker, or to a servicer, for a particular purpose, information it holds about you.
- By signing this document, you consent to us making a request on your behalf to obtain information about you from one or more credit reporting service(s) and credit provider(s). That information will assist us in providing our services to you.

#### **Schedule 1 - CREDIT REPORTING SERVICES**

CONSUMER/COMMERCIAL CREDIT REPORTING SERVICES		
Name	Website	Telephone
Equifax	www.equifax.com.au	13 83 32
Experian	www.experian.com.au	1300 783 684
illion	www.illion.com.au	13 23 33

# **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.

Customer signature	Customer signature
Customer name	Customer name
Dated:	Dated: