



# Financial Services Guide

Version 3, release date 20<sup>th</sup> April 2020

Enva Australia Pty Ltd (AFSL Number 424494)



## About this Guide

This Financial Services Guide (FSG) contains important information to help you decide if you wish to use our services.

It includes information on:

Our Financial Services Licence

How we resolve your concerns

The services we provide, our process and documents you might receive

The adviser code of ethics

Details relating to your privacy, payments and any relationships we have with 3<sup>rd</sup> parties

Our fees and the services you can expect

Terms and conditions of our annual service

## About Enva Australia Pty Ltd

Enva Australia is an Australian Financial Services Licensee (**AFSL**) authorised by the Australian Securities and Investment Commission (**ASIC**) under licence number 424494 to provide financial services and advice in accordance with the Corporations Act (2001). Enva Australia Pty Ltd is wholly owned by Enva Holdings Pty Ltd which is a privately owned company with diverse shareholders. Details of the shareholders and their relevant holdings can be made available upon request.

## Contact Us

### Enva Australia Pty Ltd

ABN 21 098 806 501

AFSL No. 424494

Address Enva – 8/130 Main Road  
McLaren Vale, South  
Australia, 5171

Phone 1300 160 803

E-mail [enquiry@enva.com.au](mailto:enquiry@enva.com.au)

Website [www.enva-australia.com.au](http://www.enva-australia.com.au)

Contact details for our other offices can be found on-line at [enva-australia.com.au](http://enva-australia.com.au)

## How adviser licensing works

To provide a financial service or product to a retail consumer a company or individual must hold a licence. This licence is granted by ASIC and is called an AFSL or Australian Financial Services Licence. Licensees are able to appoint authorised representatives to operate under the supervision of the AFSL.

Your adviser will be monitored by us and must also adhere to a code of ethics which we have included in this document.

# Resolving your Concerns

If at any time you feel like you are not satisfied with our service, you can contact your adviser by e-mail, phone or in writing. Our aim is to resolve your concerns as quickly and fairly as possible. If you are not satisfied with the response you receive or if it has taken more than five days to resolve your concerns, you should contact our Complaints Manager.

## Contact our Complaints Manager

### Enva Australia Pty Ltd

Phone 1300 160 803  
E-mail [complaints@enva.com.au](mailto:complaints@enva.com.au)  
Address **Complaints Manager**  
Enva – 8/130 Main Road McLaren Vale, South Australia, 5171

If your complaint has not been resolved satisfactorily within 45 days, you may escalate it to one of the following External Dispute Resolution Schemes.

## Any issue regarding our general advice

### Australian Financial Complaints Association (AFCA)

Phone 1800 931 678  
E-mail [info@afca.org.au](mailto:info@afca.org.au)  
Address **The Complaints Manager**  
**GPO Box 3**  
MELBOURNE VIC 3001

## Any issue relating to your privacy

### The Privacy Commissioner

Phone 1300 363 992  
E-mail [privacy@privacy.gov.au](mailto:privacy@privacy.gov.au)  
Address **The Privacy Commissioner**  
GPO Box 5218  
Sydney NSW 2001

You may also contact the **Australian Securities & Investments Commission (ASIC)** on 1300 300 630 (free call info line) to make a complaint and obtain information about your rights.

## Professional Indemnity Insurance

We hold Professional Indemnity Insurance cover for the activities conducted under Enva Australia's AFSL. The limit of the indemnity is \$2,500,000 for any one claim and \$5,000,000 in the aggregate for all claims arising out of our AFS licence activities.

The insurance will cover claims made in relation to the conduct of authorised representatives, representatives and employees of the Licensee who no longer work for the Licensee (but who did at the time of the relevant conduct). We believe that our Professional Indemnity Insurance cover satisfies the requirements of s. 912B of the Corporations Act.

## Financial services we provide

Enva Australia Pty Ltd is licenced to provide both general and personal financial product advice in the following classes of financial products:

- deposit and payment products
- securities;
- personal, general and group insurance;
- Government, debentures stocks or bonds;
- interests in managed investment schemes
- investor directed portfolio services;
- retirement savings accounts, superannuation and SMSFs;

Individual advisers may not be authorised to provide services in all of these categories. Further information on your adviser's authorisation is contained in the [Your Enva Guide](#) section of this FSG.

Financial advice is a recommendation or statement that would or could influence your decision to hold, dispose or acquire a financial product. This may include recommendations relating to the following:

- Aged care
- Centrelink and Government services
- Contributions or withdrawals relating to a product or service
- Financial modelling of your current or recommended cashflow.
- Estate planning and other areas

## How we provide our services

You have the flexibility to choose the level of service you want. This might include:

### General Advice

We provide you with information about a financial product or service that does not consider your personal circumstances and may not be appropriate for you.

You should conduct your own research and determine if the advice is right for you before making any change to your financial circumstances.

### Personal Advice

We confirm the details of your existing products or services and make specific recommendations which considers your personal circumstances. The advice may be comprehensive or scaled to the area of advice you have requested.

### Transaction Services

You provide us with specific instructions, and we implement them on your behalf. We will ask you to confirm your instructions in writing and will ensure you have received the relevant product disclosure statement for the requested product or service.

We may refuse to offer this service to you if we believe you do not understand the product you have requested, or if it is or should be known to us that executing your instruction would break the law or generate a penalty.

# The advice process

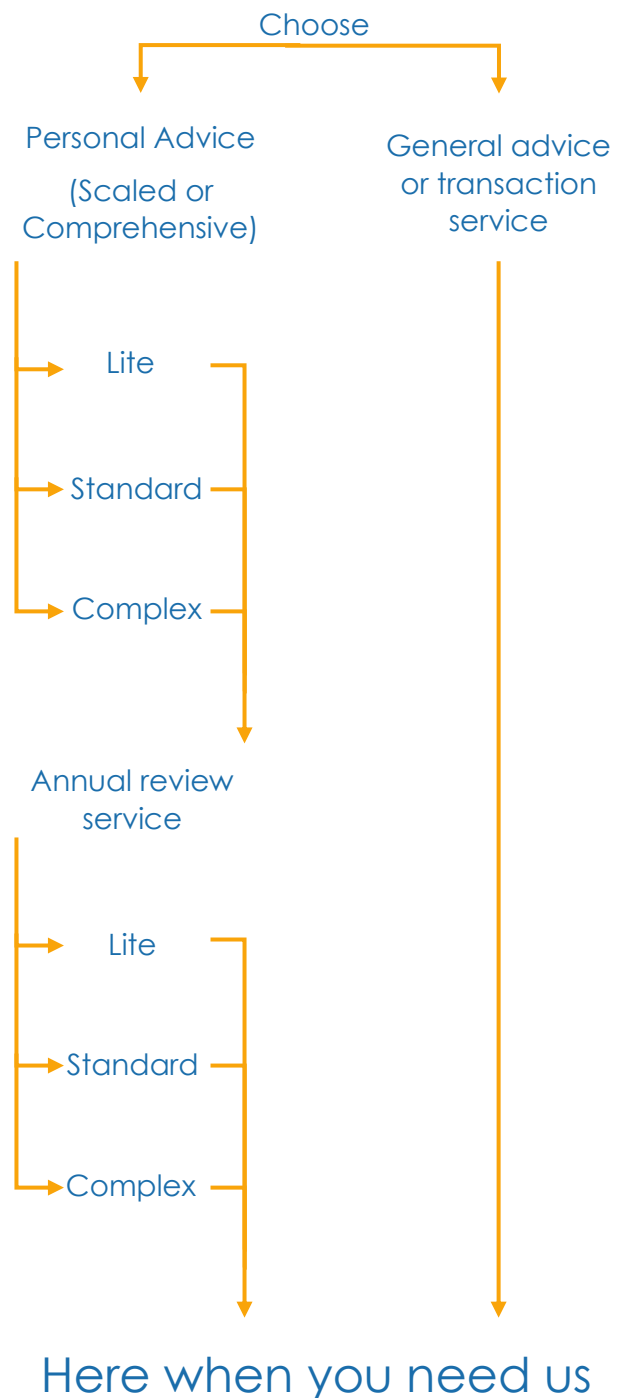
Our goal is to ensure you are informed and positioned well for the future.

The advice process can be a simple meeting to answer your questions or an in-depth analysis of your situation and an ongoing annual relationship.

Typically, personal advice involves the following steps:

- Agreeing on the scope of advice
- Recording your circumstances
- Documenting your preferences
- Researching your current situation
- Modelling various alternatives
- Determining appropriate solutions
- Documenting these solutions
- Presenting them for discussion
- Agreeing on implementation
- Reviewing your strategy with reasonable frequency

## Review this Guide



# Documents you may receive

## Financial Services Guide

This Financial Services Guide (FSG) is issued by Enva Australia Pty Ltd, Australian Financial Services Licence No 424494.

## Letter of Engagement

This provides clarity on the services you want us to provide and the fees we have agreed.

## Summary of circumstances

We may send you a summary of your circumstances to confirm our understanding of your affairs. This may include a diagram of your ownership structures or simply a list of your assets and liabilities.

## Statement of Advice

Whenever we provide you with any advice which considers your objectives, financial situations and or needs we will provide you with a Statement of Advice (**SoA**). This will contain our advice, the basis on which it is given and information about fees, commissions and associations which may have influenced our recommendations.

## Record of Advice

If further advice is provided, or when no financial product is recommended, a Record of Advice (**RoA**) may be provided to you instead. You can request a copy of the RoA from your adviser. It will be available for seven years from the date of the advice.

## Product Disclosure Statements

If we make a recommendation to acquire a particular financial product (other than securities) or offer to issue or arrange the issue of a financial product, we must also provide you with a Product Disclosure Statement (**PDS**) containing information about the particular product which will enable you to make an informed decision in relation to that product.

## Financial Modelling

Where we provide specific cashflow modelling or calculations regarding your financial situation we may provide a copy of these to you in addition to a Statement of Advice or Record of Advice. This document may summarise your current situation or a future projection based on a set of assumptions we have documented.

## Product or Strategy papers

We may provide you with content prepared by a product provider or a strategy paper created by us that explains a certain product, feature, service, or strategy. This document will be generic in nature and not consider your personal circumstances.

# Adviser Code of Ethics

The Financial Adviser Standards and Ethics Authority (FASEA) was established by the Federal Government in April 2017 through the Corporations Amendment (Professional Standards of Financial Advisers) Act 2017, to set the education, training and ethical standards of licenced financial advisers in Australia.

Enva Australia Advisers must comply with the FASEA code of ethics and continual professional development guidelines.

The code of ethics is as follows:

## Standards of Ethical Behaviour

### Standard 1:

Advisers must act in accordance with all applicable laws, including this Code, and not try to avoid or circumvent their intent.

### Standard 2:

Advisers must act with integrity and in the best interests of each of your clients.

### Standard 3:

Advisers must not advise, refer or act in any other manner where they have a conflict of interest or duty.

## Standards of Client Care

### Standard 4:

Advisers may act for a client only with the client's free, prior and informed consent. If required in the case of an existing client, the consent should be obtained as soon as practicable after this Code commences.

### Standard 5:

All advice and financial product recommendations that advisers give to a client must be in the best interests of the client and appropriate to the client's individual circumstances. Advisers must be satisfied that the client understands the advice, and the benefits, costs and risks of the financial products that advisers recommend, and they must have reasonable grounds to be satisfied.

### Standard 6:

Advisers must take into account the broad effects arising from the client acting on their advice and actively consider the client's broader, long-term interests and likely circumstances.

# Adviser Code of Ethics

## Standards of Quality Process

### **Standard 7:**

The client must give free, prior and informed consent to all benefits you and the adviser and their principal will receive in connection with acting for the client, including any fees for services that may be charged. If required in the case of an existing client, the consent should be obtained as soon as practicable after this code commences. Except where expressly permitted by the Corporations Act 2001, advisers may not receive any benefits, in connection with acting for a client, that derive from a third party other than their principal. They must satisfy themselves that any fees and charges that the client must pay to the adviser or their principal, and any benefits that the adviser or the principal receive, in connection with acting for the client are fair and reasonable, and represent value for money for the client.

### **Standard 8:**

Advisers must ensure that records of their clients, including former clients, are kept in a form that is complete and accurate.

### **Standard 9:**

All advice given, and all products recommended, to a client must be offered in good faith and with competence and be neither misleading nor deceptive.

## Standards of Professional Commitment

### **Standard 10:**

Advisers must develop, maintain and apply a high level of relevant knowledge and skills.

### **Standard 11:**

Advisers must cooperate with ASIC and monitoring bodies in any investigation of a breach or potential breach of this Code.

### **Standard 12:**

Individually and in cooperation with peers, advisers must uphold and promote the ethical standards of the profession and hold each other accountable for the protection of the public interest.



# Privacy, payments, and relationships

## How our advisers are paid

Advisers who are employed by Enva Advisory Pty Ltd are paid a fixed salary with the potential for a quarterly bonus based on a balanced score card. No payments are made to employees that are directly linked to any one client, product or product type or referral partner.

Advisers who are self-employed and authorised by us receive 80-100% of any fees or payments made by you after licensee, software and insurance costs.

## Relationships with other companies

No preference or priority is given to any financial product or service provider.

We may in some circumstances receive invitations to corporate events or lunches to view product offerings. We may also receive support services such as access to software and or training.

It is our general practice to decline financial benefits of any value and for product providers to either withhold this payment or donate the proceeds to charity. However, should your adviser receive a non-cash benefit it must be limited to \$300 in any 12-month period.

## Referral Relationships

Where you have been referred to us by someone else, we may pay them a fee or some other benefit in relation to that referral. This payment could be up to 25% of any fee you pay.

Also, where we refer you to a partner to provide you with services we cannot provide, we, the licensee, may receive a fee, commission or some other benefit.

Advisers must comply with the FASEA (Financial Adviser Standards Authority) and are banned from receiving conflicted payments including payments from product providers where they provide you with financial advice on that product or strategy or payments from a referral partner providing you with an additional service (for example a property buyer's agent, accountant or general insurance broker),

Details of any referral fee or commission received or paid to the licensee will be set out in the advice document we provide to you or disclosed separately at the time of the referral.

# Privacy, payments, and relationships

## We do not provide tax advice

We are not registered tax advisers and can only give you limited information about tax. Limited information includes factual information provided by legitimate sources or financial modelling provided by us to estimate the benefit of a given financial strategy. Any information provided by us should not be relied upon to complete your tax return and should be confirmed with a registered tax agent.

If you do not have an appropriate tax agent SND Accountants and Advisors (+61 8235 0200) or any other qualified Accountant may be able to assist you with any tax questions or concerns you may have. You can search for a qualified tax agent here:

[www.charteredaccountantsanz.com/find-a-ca](http://www.charteredaccountantsanz.com/find-a-ca)

## Other costs

There may be other costs associated with our service to you, for example legal and accounting costs.

All costs will be agreed with you up front, prior to incurring them.

## Providing information to us

It is important that we understand your circumstances and goals, so that we can provide you with appropriate advice and services.

You have the right not to provide us with any personal information. In this case, or if information you provide is inaccurate, the advice or services we provide may not be appropriate for you.

It is important that you keep us up to date by informing us of any changes to your circumstances, so we can determine if our advice remains appropriate.

## Protecting your personal information

We are committed to the highest standards in relation to the collection, use, accuracy and storage of your private information. The *Privacy Act 1988* contains 13 principles known as the "Australian Privacy Principles". Your rights, our obligations and how we deal with them are detailed in our Privacy Policy.

If you believe we have not acted appropriately in relation to your privacy rights, you are entitled to lodge a complaint with us.

You can obtain a copy of our Privacy Policy free of charge on request or by visiting our website, [www.enva-australia.com.au/legal.html](http://www.enva-australia.com.au/legal.html)

# Privacy, payments, and relationships

## Payment methods

We offer flexible payment options for your advice fees:

Direct debit (savings), credit card or cheque; EFT

Deduction from your investment (where it is permissible)

All revenue is paid directly to Enva Australia as the licensee. They retain a percentage as a licence fee to cover their costs and the balance is passed on to the entity that employs your adviser.

You can pay us through commissions, and these will be disclosed by your adviser. Because we also monitor authorised representatives of Australian Credit Licensee AFG the amount we may receive in loan commissions is also disclosed below:

### Insurance Commission payments

Type	Insurance
Initial payment	Up to 66% of the first year premium.
Ongoing payment	Up to 33% of the ongoing years premium
Example	If your insurance premium was \$1,000 we could receive up to \$660 in the first year and \$220 per annum in the following years OR \$330 in the first year and ongoing years.

### Loan Commission payments

Type	Lending
Initial payment	Up to 2.5% of the initial loan balance.
Ongoing payment	Up to 1% of the loan balance in each year
Example	If your loan was \$100,000 we could receive up to \$2,500 in the first year and \$1,000 per annum in the following years.

# Privacy, payments, and relationships

## Using our services

We will work with you to agree on what advice and services we will provide and when and how often we will provide them.

Details of any ongoing advice and services, will be documented in a service agreement. This includes the frequency of contact between us, service standards that may apply, any ongoing fee arrangements and how the service can be terminated. If at any time you wish to terminate your relationship with us, please contact us using the details shown in this guide.

You can contact us directly with any instructions relating to your financial products. This includes giving us instructions by telephone, mail or email. We may refuse to accept instructions if we have doubt about the authenticity of the request.

## Anti-Money Laundering and Counter-Terrorism Financing Act (AML/CTF)

In accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act (AML/CTF) and its corresponding rules and regulations, we are required to implement certain client identification processes.

We may be required to obtain information about you at the time of providing financial services to you and from time to time in order to meet our legal obligations.

As a result of the reporting obligations placed on us by the AML/CTF Act information obtained from or about you may be provided to external third parties and regulators in accordance with the requirements imposed on us.

# Initial fees for new clients

## Initial advice service

Financial product or service advice is a professional service provided by highly qualified professionals with strict requirements and obligations. The fees for our services reflect these high standards and the investment required by us to provide you with quality, personalized advice.

Service	Cost inc. GST
General advice	\$330 per meeting
Initial Personal Advice – <b>Lite</b>	\$3,300 advice and research + \$500 advice implementation
Initial Personal advice – <b>Standard</b>	\$5,800 advice and research + \$700 advice implementation
Initial Personal advice – <b>Complex</b>	\$7,500 advice and research + \$1,250 advice implementation

All fees are inclusive of GST and are fixed once agreed. Life insurance commissions received may be used to offset your fixed fee and any advice relating to your superannuation may be debited from your superannuation account. These fees are a guide and depending on your circumstances, your adviser may determine an appropriate fee that differs from the above. Personal advice usually refers to advice for a “family unit” which includes both partners and their dependent children. Where circumstances between partners differ significantly your adviser may recommend a separate advice document and will adjust the fee accordingly.

You should prepare for each meeting by thinking about what areas of your affairs you would like to improve and questions you might have.

Typically, “Lite” clients will have a relatively simple set of circumstances or require advice scaled to specific area such as superannuation.

“Standard” clients have fairly common circumstances and require comprehensive advice covering areas including investment, retirement, wealth protection and estate planning

“Complex” clients may have more sophisticated arrangements such as trusts and SMSFs or unlisted private investments.

# Annual fees for all clients

## Annual review service

Our services work best for people who take an active interest in the management of their affairs and invest time to ensure they take full advantage of our services. Unlike other professions where no work is done without your direct request; our team may need to regularly review your asset allocation, investment selection and financial products. We are your first point of contact for changes or withdrawals and a very important and ongoing role in your life if you become disabled and need to rely on insurance products we have recommended.

**Your adviser is not simply a method to buy financial products but a consistent partner you can communicate with regularly to ask questions, run ideas past or confide in.**

To ensure our clients do not fear picking up the phone or dropping in to our office, we charge a fixed fee every 12 months based on the services you require. You may choose to pay for this service monthly or annually.

The term of any agreement will not exceed 12 months. This ensures that if we are unable to contact you or if you choose not to review your agreement, that you do not pay for a service you do not receive.

Service	Cost inc. GST
Adviser access and ongoing management – <b>Lite</b>	\$1300 per year OR \$110 per month
Adviser access and ongoing management – <b>Standard</b>	\$2,000 per year OR \$175 per month
Adviser access and ongoing management – <b>Complex</b>	\$4,000 per year OR \$350 per month

Note: a 5% surcharge applies to fees charged via superannuation accounts excluding those debited from SMSF cash accounts. Life insurance commissions received may be used to offset your fixed fee.

“Lite” clients will typically prefer straightforward products and use ongoing advice to ensure their strategy remains on track.

“Standard” clients will often have a tailored portfolio and utilise the services of our practice to make small changes or hold important records.

“Complex” clients seek a close working relationship with our team across multiple areas.

# Service features and benefits

The service you must receive at least once during the "service period"

## **A written record of advice or statement of advice regarding your personal (or business) financial affairs.**

This advice may be provided by correspondence or in a face to face meeting and will make recommendations that consider your personal circumstances in light of any market, product or legislative changes.

This advice may include an email recommending you change an investment or confirmation that your current strategy is appropriate and should continue.

Other examples may include:

- Making changes to your insurance policies as your savings increase or due to a change in personal circumstances.
- Recommendations to change investment managers or products based on new solutions.
- Advice on additional contributions or withdrawals from your investments.
- Rebalancing or changing your investment approach as your lifestyle changes.
- Adjusting your strategy based on new regulation or changes to existing regulation.
- Discussing recent changes in your personal circumstances and how that might vary your overall strategy.

The services we perform indirectly to ensure you receive the best advice

## **Monitoring of technical resources, markets and regulatory changes that may impact on our advice to you.**

Our practice conducts checks, audits and reviews across our business to identify potential issues. These reviews may result in us contacting you to bring forward a review or issuing additional personal advice.

This includes:

- Investment committee meetings to discuss our approach, investment selection criteria and to review any new products or services in the market.
- Compliance reviews to identify any risks to our clients' data security (e.g. fraud attempts) and to ensure advice issued is in the best interests of our clients.
- Monitoring of proposed and upcoming legislative and regulatory changes which might impact on investment strategies, savings plans or entitlements to Government benefits.
- Cash balance reports – we check quarterly to identify clients who might have a high cash balance and may contact you to address this.
- Insurance policy renewal reviews – we conduct spot checks on insurance policy renewals to ensure that proposals from insurers remain competitive.

# Service features and benefits

The services we perform indirectly to ensure you receive the best advice *(continued)*

- Fraud monitoring – we receive and investigate notices from product providers where a request is made for withdrawal or rollover funds.
- Risk monitoring – if we see transaction requests that may impact on your investment strategy (such as regular unplanned withdrawals or the cancellation of a policy), we may contact you to offer further advice.

The documents and services you can request from us at any time *(subject to fair use)*

**All Personal Advice clients paying an annual fee enjoy access to our administration team and financial advisers.**

There are many service requests we can complete on your behalf which may include - but are not limited to - the following:

- Storage of confidential documents on your behalf.
- Communication with your accountant to ensure the correct lodgment of notices to claim a tax deduction for superannuation.
- Communication with your lawyer, mortgage broker, general insurance broker or other service provider to assist

The documents and services you can request from us at any time *(subject to fair use) (continued)*

- with any transaction or information request.
- Provide a statement for any investment or insurance policy we monitor or advise on.
- Provide online access where available.
- Request a change to your insurance policy on your behalf.
- Cancel a policy or arrange to rollover superannuation funds.
- Request a change in your current investments on any platform or superannuation product that can accept instructions from us, or lodge paperwork on your behalf.
- Purchase stocks on your behalf (brokerage fees may apply)
- Purchase or sell a managed fund or life insurance policy.
- Withdraw funds from your investments
- Establish a cash account or term deposit
- Provide a comparison without advice on various products (e.g. insurance, term deposit rates etc.)
- Update or change the beneficiary on your insurance or superannuation funds
- Witness documents or certify copies of documents.



## Service features and benefits

The documents and services you can request from us at any time (subject to fair use) *(continued)*

- Review any email or communication you receive to determine if it is a fraud attempt.
- Accept one off contributions including bank cheques or deduction requests.
- Determine potential entitlements to Aged Care, Disability Support, Family Tax and other Government benefits using standard calculators. We may contact you to offer further advice.
- Update Centrelink or Department of Human Services systems on your behalf.
- Assist with the setup of MyGov accounts.
- Assist with the setup of personal cashflow or business tax software Xero.
- Manage a claim for a life insurance, disability, trauma or income protection policy we advise on.
- Assist with claims for life insurance policies we do not advise on.
- Refer you to a lawyer, general insurance broker or mortgage broker should you require their assistance.
- Provide factual information regarding the tax treatment on certain events - for example capital gains tax - and refer you to a qualified practitioner for tax advice.

## Terms and further considerations

### Reasonable nature of fees:

Reasonable is defined by us to mean a fee that a qualified but disinterested adviser would agree has a strong prospect of placing you in a better position without causing obvious financial hardship.

As an example – a \$3,300 fee to provide advice on a \$15,000 investment. The research required would justify such a fee but the significant reduction in the invested capital would suggest to us that such a cost is not reasonable.

In this case the adviser may need to decline to provide advice.

In some years you may need very little advice and in others you will need to completely restructure your products or services. While our fee arrangements must be agreed to each year, we have calculated our pricing to smooth out the highs and lows.

In some years our advice to you will simply be to maintain your current products, in others it will be to change products, change your strategy and redirect some of your money.

This arrangement is limited or “scaled” to the area of advice you have asked us to manage.

If you needed further advice on a new area, for example an investment or insurance advice, then there may be an additional cost which you will be made aware of prior to any work being completed.

# Terms and further considerations

## Fixed fees vs other charging methods

We believe that your interests are best served by a fixed fee arrangement. This means that the cost of your service, once determined by your adviser, is fixed for a period of up to 12 months.

This view is based on research that suggests that hourly rate services cause fee anxiety which may result in you avoiding services you might need and may incentivize staff to take more time than is necessary to complete work on your behalf.

Asset based fees or fees based on a percentage of your assets have not been shown to improve the quality of advice, they may motivate advisers to recommend products that make it easier to calculate their fee which could be detrimental to you and are opaque when determining the fairness or value represented by the cost.

Years of experience in insurance advice and claims suggests that the service offer is so difficult to price and so unknown at the time of application that commissions represent the best way of being remunerated for this service currently. We are conscious of the fact that insurance commissions also ensure that advice in this area remains affordable and believe it is important for people still building their wealth to be able to access quality insurance advice. We accept and agree that insurance commissions are a conflict of interest and our business has put in place safeguards based on instructions provided by the Financial Adviser Standards and Ethics Authority.

## Fees may be tax deductible

Advice related to the ongoing management of your investments may be tax deductible. You should seek tax advice from a qualified tax practitioner with respect to any potential deduction and should not rely upon this statement to lodge your own tax return.

## Annual fees commence on the 1<sup>st</sup> of July each year.

Our service commences for all clients on the 1<sup>st</sup> of July each year and continues until the 30<sup>th</sup> of June in the following year. We will write to you in April of each year confirming the price for the following year.

You must then confirm via electronic or paper means that you intend to renew the service and nominate a payment method. If you choose not to renew your service by the 30<sup>th</sup> of June, you will no longer be entitled to the services offered and any payment arrangement will cease.

## Timing of advice delivery:

We can provide you with a record or statement of advice and conduct a review at any time during the year when your adviser is available and at a time that suits you.

## Payment Frequency:

You can choose to pay the fee annually or monthly.



# Terms and further considerations

## **Payment Method:**

You can pay the fee from your superannuation or investment product (when allowed by the product provider) or by direct debit or credit card.

For clients paying by superannuation or where we receive sufficient insurance commissions to waive fees, we may charge a \$5 annual fee from your nominated non-superannuation account.

## **Renewal process:**

You will receive an offer to renew your annual service after the 1<sup>st</sup> of April and before the 30<sup>th</sup> of June. You will need to confirm in writing either by electronic or paper means that you are aware of the proposed fees for the following year and reconfirm your payment method. You or your adviser can discuss your service arrangement and change it during this time to suit your needs.

## **Minimum charge:**

You are free to cancel your personal advice service at any time. However, if you have received a personal review, we have likely incurred costs that exceed the months of service charged. For example, we complete your review in July and you wish to cancel our service in September. The maximum cancellation fee or "minimum charge" is 60% of the annual fee and only if you have received personal advice in that year. This amount can be paid upon cancellation or debited in line with your agreed payment arrangement until the outstanding fees are cleared. You will not

be entitled to our services while making payments for a cancelled service with an outstanding fee. For clients who have paid annually, a pro-rata refund will be issued within 30 days.

## **Pro-rata credits, charges and cancellations:**

If you become a new client or we undertake significant new work outside of your service arrangement you will pay a fee for service which includes the advice and implementation of your plan. To ensure your advice is implemented correctly we also offer a complementary follow up meeting within 12 months of the initial advice.

A credit will be applied to your initial advice to consider the months before the July annual service start date so as to make sure you are not over charged.

For example, if you receive advice in May and pay \$3,800, you would be charged in July a further \$1,300 for the annual fee. In this case a credit of 10 months or \$1,083 would be applied to your initial advice invoice.

If you choose not to proceed with an annual service or to terminate it within 6 months, we may need to recover all or some of the credit applied to your initial advice fee.



# Terms and further considerations

## **Stopping and restarting an annual personal advice service:**

There is no obligation to continue an annual fee service and you can renew this service at any time.

So long as your circumstances have not changed in a material way when you commence an annual advice service in the future you are free to start again at any time.

If however your circumstances have changed, it may no longer be appropriate to provide an annual advice service and you may need initial advice to ensure we provide services that comply with the law and that are in your best interests.

## **Important note on payment by superannuation:**

Payment by superannuation is only appropriate if the advice relates to the management of your superannuation or retirement planning. Your adviser will provide guidance on how much - if any - of your annual fee can be deducted from your superannuation.

It is also important to note that payments from superannuation require additional administrative steps and carry the risk of follow on payments (where the product provider fails to stop a payment arrangement on time and we need to arrange a refund or credit to comply with the law).

For this reason, we charge an additional 5% fee for payments deducted from superannuation and a \$5 fee payable from your non-superannuation cash account.

## **What if I cannot meet my adviser for a review?**

If we are unable to meet face to face or you choose not to meet with us, we will still provide you with advice on products and services we manage. You should meet with your adviser when you can and notify us of any changes to your circumstances so we can ensure our advice is appropriate.

## **What if I do not receive advice during the year?**

Our agreement requires that your adviser provide you with written personal advice at least once during the service period and that you respond to requests for information so that our advice is in your best interests. The advice may be an email, letter, or document. If your adviser was unable to provide you with advice because they did not have enough information from you or because you chose not to respond to our requests, we will not offer to renew your service and may refund some or all of your fee paid for that year. If, however, we have failed to deliver this minimum service, you will be entitled to a full refund of that service fee.

It is important to note that we do offer "general advice" and other services which do not include a personal advice review. If you are paying for this service and choose to cancel it, a pro-rata refund will be issued for those who have made an annual payment.

