

180  
YEARS

Australian  
Unity   
Real Wellbeing



**Financial advice**

# Financial Services Guide

Part 1

It is important that you read this Financial Services Guide (FSG) as it contains important information about:

- the services we offer you and information designed to assist you in deciding whether to use any of those services;
- how we and our financial advisers are remunerated;
- any potential conflict of interest that may arise and how we deal with these;
- the complaints resolution processes that apply; and
- our professional indemnity and compensation arrangements.

In this document any references to:

- the **licensee** or **we** or **us** or our means Australian Unity Personal Financial Services Limited; and
- **financial adviser** means a representative of Australian Unity Personal Financial Services Limited, Australian Financial Services (AFS) Licence Number 234459, who is authorised to provide advice and services on behalf of the licensee.

This document must be read in conjunction with the FSG Part 2, which your financial adviser will give you. Part 2 also explains the range of financial advice services offered by the financial adviser, and the cost and remuneration arrangements relevant to those services.

## Financial Services Guide

### Responsibility for the services you may choose to take

We hold the AFS Licence issued by the Australian Securities and Investments Commission (ASIC). This particular type of licence enables us to offer financial advice services. As the licensee, we are ultimately responsible for the delivery of the services by financial advisers whom we appoint as our representatives. The areas of advice which the financial advisers are each authorised to provide will differ, according to individual areas of expertise, training and focus of financial advice services, the details of which are set out in the FSG Part 2.

### The services that we can provide

The AFS License that we hold sets out the areas of financial advice services that can be offered to you, and these cover the following areas:

- basic deposit products, commonly understood to be savings and transaction accounts for everyday deposits and withdrawals;
- non basic deposit products, such as term deposits;
- derivatives;
- debentures, stocks or bonds issued (or proposed to be issued) by a government;
- life products including investment life and life risk insurance products;
- interests in managed investment schemes including investor directed portfolio services;
- retirement savings accounts;
- superannuation including self-managed superannuation funds;
- securities, including direct equities;
- and margin lending.

Not all of our financial advisers can advise on every one of these areas, and some may be restricted to providing advice and services in only some of the above areas. The FSG Part 2 that is provided to you by the financial adviser will set out which areas of advice can be provided by that person.

AUPFS is registered with the Tax Practitioners Board as a Registered Tax (Financial) Adviser, as are all our authorised representatives.

Based on the information collected from you, your AUPFS adviser will consider the tax consequences of the financial advice they provide. However, this financial advice will not include a full assessment of your overall tax position or your tax liabilities and obligations. You should seek tax advice from your accountant.

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The service that AUPFS cannot provide

Services that cannot be provided at all under the AFS Licence of AUPFS include:

- any personal advice relating to acquisition, development or disposal of direct property. Advice relating to direct property acquisition or investment will only relate to the investment strategy of an investment in property, such as asset sector allocation, cashflow and capital expenditure budgeting;
- credit advice, such as the arranging of a loan or the taking of credit. We may refer you to a broker that can assist with such matters.

We are only responsible for the financial services described in this document and recommendations relating to financial products which are on our approved product list.

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Our approved product list

We have our own focused approach to researching products and types of financial investments that may be suitable or of value to our clients. This process means that only those products which have been subject to the rigor of assessment become part of our approved product list and then may be recommended to you by the financial adviser. Your Provider cannot advise on products other than from this range, except in special circumstances. This list is extensive and incorporates a range of third party fund managers and life companies. A copy can be provided to you at any time upon request.

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How advice can be provided to you

The first step in the process of financial advice is to gain an understanding of your existing financial situation and your particular objectives and concerns. This requires detailed information to be provided by you. Personal advice will be provided in writing, in a document called a Statement of Advice (SoA). This document sets out your personal circumstances and your needs and objectives, and then explains the resulting strategy and recommendations. The SoA will also, among other things, tell you about:

- the basis on which the advice is given;
- the cost of the advice including the impact of fees and commissions; and
- any associations we have with financial product issuers or other parties which may have the potential to influence the advice we give you.

After that, further advice may be given to you (such as at a review) and, if a formal SoA is not required by law to document the recommendation, we may provide you with a Record of Advice (RoA) which will set out limitations in the scope of the advice, the basis for the advice, and any fees associated with the advice.

A Product Disclosure Statement (PDS) must be provided to you where the advice given either recommends or refers to a particular financial product, such as for insurance, superannuation or a managed fund. A PDS is a document issued by each particular product provider, and explains the features, limitations, terms and conditions of that product. Its purpose is to assist you to make an informed decision about that financial product and whether to acquire it, as it contains a description of the product features, risks and benefits, and information about your cooling-off rights. Even though advice to you may recommend a particular product, it is still up to you to read the PDS in its entirety, and to ensure that you fully understand the particular product, and if not, to raise any resulting concerns with your financial adviser. You should do this prior to making a decision about any product.

There may be instances, however, where we provide advice that is not based upon your own personal circumstances, needs and objectives. This is treated as **General Advice**, and you need to consider its appropriateness in light of your personal circumstances before acting on the advice. If any particular product is mentioned, a copy of its PDS should be provided to you, and considered by you before making any decision. Please contact us to obtain a copy of the PDS.

If you do not wish the Provider to advise you in relation to the financial products, the Provider may deal in or arrange those products by carrying out your instructions (ie product placement on an execution-only basis). If you do not obtain advice, you face the risk that the financial product/s you select will not fully take into account your objectives, financial situation or needs.

Advice given to you will take into account aspects relating to risks, but it cannot predict or prevent risks from arising. You should carefully consider any warnings, and references to risk, contained in the documents or in the manner of advice provided to you before you make any decisions about a strategy or financial product.

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Information which we will need in order to provide personal advice that is suitable for your circumstances

We will require from you full particulars about your personal objectives and needs, details of your current financial situation and any other information that is relevant to the development of a plan that is directed to your short, medium and long-term goals. Detailed financial information is required, as well as sensitive information such as health details. You have the right not to disclose your personal information to us, but this can mean that the advice you receive may not be appropriate. Similarly, if the information you provide us with is inaccurate, the advice you receive may not be appropriate in light of your true circumstances.

In particular, if insurance cover is relevant to your needs, the omission of information, or the provision of inaccurate information by you, can have serious consequences to the ability to access the benefits of insurance cover. If we are to provide you with tailored advice relating to insurance, we will rely upon you to provide all information that could be relevant to whether the insurance company will give you insurance cover, and on what terms. You have a specific duty of disclosure when applying for insurance cover, and if it is not met by you, you could lose the benefit of that cover. Your financial adviser should be provided with all personal and health particulars, even if you are unsure whether it is important. You must not sign an application for insurance cover unless you have worked through, with your financial adviser, each of the health questions required to be completed.

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How your rights in respect of privacy are addressed

We have to collect personal information from you in order to fully understand how we can ensure our services can be tailored to meet your needs and objectives.

We will only collect, maintain and use personal information about you if it is necessary for us to adequately provide you the products and services you have requested, provide you with information about other products and services offered by a member or representative of Australian Unity, or to meet our obligations under applicable Laws [e.g. the Anti-Money Laundering and Counter Terrorist Financing Act (2006) (AML Act)]. If you wish to acquire a financial product we will share necessary information to the issuer of the product.

We are required to comply with all applicable privacy laws including the Privacy Act 1988 (Cth) and Australian Privacy Principles. The detailed information that we receive from you is collected and stored according to the principles and processes set out in our Privacy Policy. You can access that policy at [australianunity.com.au/privacy-policy](http://australianunity.com.au/privacy-policy) or alternatively you may request it by calling 13 29 39.

In certain circumstances it may be necessary that we disclose information to other parties, such as banks or other financial institutions, insurers, product providers or mail houses. We are also permitted to disclose certain information when required or authorised to do so by law. If you have concerns about the accuracy or completeness of the information that we hold, or you have any concern about the privacy of information, you may request access to your personal information by contacting the Australian Unity Group Privacy Officer on 13 29 39 or writing to:

Privacy Officer, Australian Unity Group  
271 Spring Street, Melbourne VIC 3000

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Relationships and associations that we have

**We are part of the Australian Unity group of companies and as such, we are associated with the following related parties and product issuers:**

- Australian Unity Bank Limited;
- Australian Unity Property Limited;
- Australian Unity Investment Bonds Limited;
- Australian Unity Finance Limited;
- Australian Unity Funds Management Limited;
- Lifeplan Australia Friendly Society Limited;
- Australian Unity Trustees Limited;
- Federation Alliance Limited;
- PFS Investment Management Limited; and
- Premium Investment Management Limited

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## How you can provide instructions to your financial adviser

You may specify how you would like to give us instructions, for example by telephone, in writing, or email. Please note that we cannot act upon all written or email instructions without verbal confirmation. If we execute your transactional instructions in instances where you have declined the offer of personal advice, you will be required to sign a letter confirming the instruction was execution-only.

However, for your own protection you should never:

- sign any blank forms or documents;
- nominate a financial adviser to receive statements or records where you do not also receive a copy; or
- appoint a financial adviser generally to act as your agent or authorised signatory.

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## The fees charged for financial planning services

### **For the initial advice**

A fee may be charged for the initial advice, which would include a fee for preparation of a SoA.

The fee will be determined by the financial adviser once the complexity of the advice to be provided is understood and agreed with you. The range of likely fees is set out in the FSG Part 2 that your financial adviser must provide to you and will be disclosed fully in the Statement of Advice they give to you.

Where the advice given to you by a financial adviser relates to an insurance product, the cost to you of the advice may be reduced because we receive a commission payment from an insurer when you acquire an insurance policy. The payment amount will depend upon each particular insurance company and the type of insurance policy.

### **For the implementation of advice**

The Statement of Advice that you will receive will explain whether the initial advice fee is an all-encompassing fee, which includes the work involved in implementing the advice provided to you. Alternatively, some financial advisers may prefer to segregate each of these fees, in which case a separate implementation fee will be explained, being the cost for the time and work involved in actually placing investments or effecting insurance cover. The FSG Part 2 explains the range of implementation fees that may apply.

### **Ongoing services**

Real benefits of financial planning come from the ongoing relationship that you establish with your financial adviser, so that, on an ongoing basis, performance and trends of markets and underlying asset classes, as well as your own investment allocation, are regularly reviewed. Your financial adviser can provide you with ongoing financial advice services. These services can include annual, or more frequent, reviews of the performance of your investments, updates to your circumstances and any changing personal needs, market updates and portfolio valuation reports.

If you choose to receive ongoing advice, a separate fee will be discussed and agreed, reflecting the particular level of engagement which suits you. The payment options can be based upon the service option that you require, and can be agreed as:

- dollar fee; or
- an hourly rate; or
- a percentage based fee, calculated by reference to the value of your portfolio, or a particular part of it. This can be paid directly by you, or in some cases, you can arrange with your financial adviser that it is deducted directly out of particular investments held.

You can cancel the ongoing services at any time. If you enter into an arrangement for ongoing advice, we are required to provide to you an annual Fee Disclosure Statement setting out the fees for advice and services which you paid over the twelve month period. Where that arrangement continues for up to two years and you have not ceased that arrangement, you will receive a renewal notice, giving you the option to continue, or to cease, the arrangement.

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### Execution-only or ad hoc services

These services may be charged on a per transaction basis, or included in an ongoing services cost, where applicable. The services provided usually relate to the purchase or sale of securities, such as shares, at your request.

Please ensure that you refer to the FSG Part 2 (which contains more detail about the costs of the services that the adviser can provide) before you make any commitment.

The fees which you pay for the financial planning advice are separate to any fees that you pay as a result of placing monies in any individual financial products. It is important that you fully understand the types of fees and costs, and the total cost borne by you, on an annual basis.

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### The benefits or payments which may be (directly or indirectly) received by us because of the provision of financial planning services

AUPFS will retain a portion of the fees or commissions we are paid by you or the product issuer, and the remainder is paid to your adviser or their corporate entity. AUPFS uses their portion of the fees or commissions to cover the costs associated with operating the Australian Financial Services License under which your provider operates.

Some issuers of financial products may pay us amounts that are directly in consequence of financial planning services that are provided to you, and include:

**Risk insurance products:** an initial commission may be paid by an insurance company because of an insurance product that you acquire. The commission is not a cost to you. In addition, whilst you continue to hold an insurance product, ongoing commission may also be paid by the insurer. The amount of any commission paid should be fully disclosed to you by your financial adviser before you decide to acquire an insurance product. The amount will vary amongst insurance companies.

**Ongoing advice fees:** where you choose to receive ongoing services, as detailed earlier in this document, some products in which you invest will enable the payment of the ongoing advice fees to be deducted out of your investment into that product. If you choose to have the fee paid from an investment, the ongoing advice fee will show in your regular statements for that product. This may be a more convenient payment method for you instead of paying the financial adviser directly.

### Other arrangements

AUPFS receives support from various platform providers, master trust administrators and fund managers for the purpose of providing education and training support to our advisers, or to assist with covering the costs associated with licensing and providing financial services. AUPFS has strict controls in place to ensure that these payments are not able to influence the financial product advice you receive.

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### Referral arrangements

We may engage in referral practices with external parties. There may be occasions where AUPFS representatives engage in commission sharing and referral arrangements with other AUPFS representatives or external parties. Where this occurs, your advice document will disclose who will receive that fee or commission, and the amount they will receive.

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## Our complaints process

If you have any complaints about the service provided to you, you should take the following steps.

- if it relates to a particular financial product that you hold, you should contact the issuer of that product, according to their complaints handling procedures (which will be set out in its PDS or shown on its website)
- if the complaint relates to our advice or services in any way, please contact

Complaints Manager

Australian Unity Personal Financial Services Limited  
Level 12, 271 Spring Street, Melbourne VIC 3000

Telephone: 03 8682 4321

Email: [pfscompliance@australianunity.com.au](mailto:pfscompliance@australianunity.com.au)

We will endeavor to resolve your complaint quickly and fairly within 45 days.

All licensees are required by law to have access to an External Dispute Resolution (EDR) scheme. AUPFS is a member of the Australian Financial Complaints Authority (AFCA). Therefore, in the event that we are unable to resolve the complaint to your satisfaction, you have the right to refer the matter to the external dispute resolution scheme listed below:

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

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

Telephone: 1800 931 678

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

It provides a fair and independent review of complaints, which is free to consumers.

You should also be aware that the Australian Securities and Investments Commission (ASIC) has a Freecall Infoline on 1300 300 630.

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## Our compensation arrangements

We maintain professional indemnity insurance cover in accordance with the law, which provides indemnity up to the sum insured for us and for our financial advisers in respect of our authorisations to those financial advisers, and the obligations under the Corporations Act and our AFSL. The insurance cover includes the authorised actions of our financial advisers for services provided or actions taken whilst authorised under our licence, and a claim can be made for such actions even where the financial adviser has ceased to be authorised by us.

These compensation arrangements are in accordance with, and satisfy the requirements for compensation arrangements under section 912B of the Corporations Act.

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Please retain this document for your reference.

If you have any further questions about the financial services AUPFS provides, please contact your financial adviser.