



# CREDIT GUIDE & PRIVACY STATEMENT

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## ABOUT US

### **BROKER DETAILS**

Broker	<b>Lee Wisniewski</b>
Credit Representative Number	479300
MFAA Member Number	625600
Business Name	Fidget
Address	33 Mackey Street, North Geelong VIC 3215
Phone Number	+61 401 272 505
Email	lee@fidget.com.au

### **LICENSEE DETAILS**

Australian Credit Licence Name	My Local Broker Pty Ltd
Australian Credit Licence Number	481374
Business Name	My Local Broker
Address	238 Coppin St, Richmond VIC 3121
Phone Number	1300 234 863
Email	compliance@mylocalbroker.com.au

# CREDIT GUIDE

## ABOUT THIS CREDIT GUIDE

This Credit Guide provides important information about us and the services we provide.

This document outlines the type of advice we can give you, how we are remunerated, fees and charges that may be applicable and what you can do should you have a complaint. Please ask if you require more information or clarification on anything disclosed in this Credit Guide.

## OUR COMMITMENT TO SERVICE

We are committed to assisting you find the right finance option based on the information provided by you. We have the essential qualifications, experience and competency required under the relevant legislation to give you the professional service needed in assessing your financial needs. You can be confident that we will deal with you in a fair and ethical manner and take the time to listen to your requirements and objectives. Once we have established your goals, we will investigate and assess a range of options from our extensive lender panel. Ultimately, our primary aim is to provide you with the finance which we believe is in your best interests.

## SERVICES WE PROVIDE

We are authorised to arrange loans under the *National Consumer Credit Protection Act 2009* (National Credit Act). The National Credit Act regulates the activity of lending, leasing, and finance broking.

## OUR RESPONSIBLE LENDING OBLIGATIONS TO YOU

Under the National Credit Act, we are obliged to ensure that any loan or principal increase to a loan we help you to obtain is not unsuitable to your needs and objectives. To decide this, we are required to conduct a Preliminary Assessment to determine if the loan is not unsuitable. The law requires us to:

- make reasonable inquiries about your requirements and objectives;
- make reasonable inquiries about your financial situation; and
- take reasonable steps to verify that financial situation.

Credit will be deemed unsuitable if at the time of the assessment, it is likely that at the time the credit is provided:

- you could not pay or could only pay with substantial hardship; or
- the credit will not meet your requirements and objectives.

When we make our assessment, it is important that we utilise information that is accurate, complete and up to date. If we are supplied with incomplete or incorrect information, you may be in breach of your legal obligations to the lender.

If we provide you with credit assistance, you can ask us for a copy of our Preliminary Assessment any time up to 7 years after we provide you with credit assistance. To request a copy please contact us and we will provide you with a copy:

- within 7 business days after the day we receive your request - provided you make the request within 2 years of the date when we provide you with credit assistance; or
- otherwise, within 21 business days after the day we receive your request.

## ACTING IN YOUR BEST INTERESTS

When providing credit assistance, we are obligated to act in your best interests. This means that any products we recommend to you must be in your best interests, and the reasons for these recommendations will be documented, recorded, and explained and provided to you. In order to ensure your best interests have been met, we will assess what product/s and what credit assistance will be in your best interests.

This recommendation will include information about why this is in your best interests and how it is aligned to your needs and objectives.

In the case of actual, potential, or perceived conflicts of interest, we will disclose these to you and prioritise your interests ahead of our own in all circumstances. This includes giving priority to your interests in situations where we know, or ought to reasonably know there is a conflict between the interests of you and the interest of ourselves or a third party.

## FEES PAYABLE BY YOU TO US

If a fee is payable by you, this will be disclosed in a Credit Quote. The Credit Quote will outline any fees payable for providing credit assistance and the time that they are payable. If you do not receive a Credit Quote, this will indicate that no fees are payable.

## FEES PAYABLE BY US TO THIRD PARTIES

When a credit application is submitted, other fees and charges may be applicable that are payable to the lender of your choice, such as application fees, valuation fees or other fees. These fees will be disclosed in a Credit Proposal that will be provided to you once we have collaboratively decided on a loan product.

If for any reason your loan does not proceed, you may still be required to pay the lenders application and other fees, valuation fees and government fees as charged by the lender.

## FEES PAYABLE BY THE LICENSEE TO THIRD PARTIES

We may pay fees to call centre companies, real estate agents, accountants, or lawyers and others for referring you to us. These referral fees are generally small amounts in accordance with usual business practice.

These are not fees payable by you. On request you can obtain a reasonable estimate of the amount of the fee and how it is worked out.

From time to time, we may also remunerate other parties through payments, rewards or benefits.

If your Broker is a Credit Representative of the Licensee they may also remunerate third parties in a similar manner.

## PAYMENTS RECEIVED BY THE LICENCEE

We may receive fees, commissions or other remuneration or rewards from the lenders who fund the finance we arrange for you. These are not fees payable by you.

Remuneration or rewards may include training, professional development, entertainment, gifts, conference attendance, sponsorship or entry into a competition run by a lender or my aggregator. These types of rewards are not generally permanent and the remuneration received is not readily ascertainable.

If your Broker is a Credit Representative of the Licensee they may receive a whole or part of the commissions received by the Licensee that has been described.

You may obtain from us information about a reasonable estimate of those commissions and how the commission is worked out. Specific details of any commission to be received will be included in the Credit Proposal that we will provide you with when credit assistance is provided.

## OUR LENDER PANEL

We have access to a comprehensive range of lenders to assist you in your finance requirements. The following list represents the panel of lenders that the Licensee and any Authorised Credit Representative nominated in this document are able to access:

:86 400	Commonwealth Bank	MyState
AAA Financial	DPN Finance	NAB
AAA Money Australia	emoney	Paramount Mortgage Services
Adelaide Bank	Firefighters Mutual Bank	Private Mortgages Australia
AMP Bank	Firstmac	Pepper Money
All State Mortgages	funding.com.au	P&N Bank (WA only)
ANZ	Granite Home Loans	Qudos Bank
Auswide Bank	Health Professionals Bank	Rate Chaser
Bank Australia	Heartland Seniors Finance	RedZed
Bank of China	Heritage Bank	Resi
Bank of Melbourne	IMB Bank (VIC only)	Resicom
Bank of Queensland	ING	Resimac
Bank of Sydney	Keystart (WA only)	St. George Bank
BankSA	La Trobe Financial	Suncorp Bank
Bankwest	Liberty Financial	Teachers Mutual Bank
Better Choice Home Loans	M Capitol	Thinktank
Better Mortgage Management	Macquarie Bank	UniBank
Beyond Bank Australia	ME Bank	Victorian Mortgage Group
Bluebay Home Loans	MKM	Virgin Money
Bluestone Mortgages	Mortgage Ezy	Westpac
Citibank	MOVE Bank	

### LICENSEE'S TOP 6 MOST COMMONLY USED LENDERS

ANZ, Commonwealth Bank, Macquarie Bank, NAB, St George, Westpac

### CREDIT REPRESENTATIVE'S TOP 6 MOST COMMONLY USED LENDERS

Macquarie, MeBank, Bankwest, NAB, Westpac, Bank of Melbourne

## OUR INTERNAL DISPUTE RESOLUTION SCHEME

We are committed to providing you with the best possible service. If at any time we have not met our obligations or you have a complaint about the service that we provide, please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly. If you have a complaint, the following steps are available to you.

In the first instance, please contact Lee Wisniewski.

We will acknowledge receipt of your complaint within 1 business day. If Lee Wisniewski is unable to resolve the complaint to your satisfaction within 5 business days, we will escalate the complaint to the Complaints Officer. You can also contact the Complaints Officer directly as detailed below:

### COMPLAINTS OFFICER

Name	Compliance Officer
Email	compliance@mylocalbroker.com.au
Phone Number	1300 234 863
Address	238 Coppin St, Richmond VIC 3121

There will be situations where the Complaints Officer is also your Broker. This will not have any impact on the capacity to deal with your complaint effectively or appropriately. We may ask for additional information to ensure your complaint is properly investigated.

Within 30 calendar days from the date you lodged the complaint with us, we will write to you advising you the outcome of the investigation and the reason/s for our decision, or if required, we will inform you if more time is needed to complete the investigation.

## OUR EXTERNAL DISPUTE RESOLUTION (EDR) SCHEME

If you do not think we have resolved your complaint to your satisfaction, or you have not heard from us within 30 calendar days, you may refer the matter to an EDR scheme. You may also refer the matter to an EDR scheme at any time, but if our IDR process is still in progress, they may request that our IDR processes be complete before considering the matter further.

This EDR process is available to you, at no cost. Two EDR schemes may be listed below. This indicates that the Licensee and their Credit Representative are both required to be members (independently) of an ASIC approved EDR scheme. Where a Credit Representative's EDR is displayed, please contact that EDR scheme in the first instance for complaint escalation.

	<b>EDR (LICENSEE)</b>	<b>EDR (CREDIT REPRESENTATIVE)</b>
Name	Australian Financial Complaints Authority (AFCA)	Australian Financial Complaints Authority (AFCA)
AFCA Member Number	42907	64188
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Phone Number	1800 931 678	1800 931 678
Address	GPO Box 3, Melbourne VIC 3001, Australia	GPO Box 3, Melbourne VIC 3001, Australia

## BROKER BENEFITS DISCLOSURE

As part of our compliance with transparency in broking practices and promotion of appropriate customer outcomes, we keep a register of benefits received from any lenders or aggregators. The register lists any benefits or gifts to the value of \$100 or more. You may request a copy of this register to provide you with confidence that we have no lender conflicts.

## TIERED SERVICING DISCLOSURE

We have access to a number of lenders that provide tiered servicing processes, enabling our loans to be processed faster. We are provided these services based on a number of measures. These programs promote preferential service standards to our loan applications, but do not entitle us to additional payments or commissions or to preferential customer discounts.

## THINGS YOU SHOULD KNOW

We do not provide legal, financial or taxation advice unless specified in a separate contract. Accordingly, it is important you ensure you understand your legal obligations under the loan, and the financial consequences. We recommend that you consult your Accountant, Solicitor, Taxation Department, Investment Adviser or any other licensed person in respect to the financial implications of this application for finance before you enter the credit contract.

Under the *Financial Services Reform Act 2001*, My Local Broker Pty Ltd and/or their authorised representative cannot provide any advice or opinion on any deposit accounts and/or insurance products.

As a duty of care, we recommend that you seek professional advice in regards to insurance products such as mortgage protection insurance, income protection insurance and life insurance. It is the responsibility of the applicant/s to maintain mortgage repayments and we strongly recommend that you seek insurance advice with regards to risk management and financial planning.

We will inform you of any potential conflict of interest or relationship that could reasonably be expected to influence our recommendation.

We don't make any promises about the value of any property you finance with us or its future prospects. You should always rely on your own enquiries.

## QUESTIONS?

If you have any questions about this Credit Guide or anything else about our services, just ask at any time. We're here to help you.

# PRIVACY DISCLOSURE & CONSENT

In handling your personal information, My Local Broker Pty Ltd ABN 27 132 934 824 T/As My Local Broker, Australian Credit Licence 481374, 238 Coppin St, Richmond VIC 3121, 1300 234 863 and our Authorised Credit Representatives are committed to complying with the *Privacy Act 1988* (Privacy Act) and the Australian Privacy Principles.

## HOW AND WHY WE COLLECT YOUR PERSONAL INFORMATION

We collect personal information from you when you apply for or use our products and services. In particular, we collect it so we can provide you with the products and services you require.

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

## PROVIDING YOUR PERSONAL INFORMATION TO OTHER ORGANISATIONS

In providing products and services to you it may be necessary for us to retain your personal information and provide it to other organisations with which we conduct business. We may exchange the information with the following types of entities, some of which may be located overseas:

- organisations which provide credit or other products or services to you or to whom an application has been made for those products and services;
- finance consultants, accountants and auditors, real estate agents associated with the property purchase, conveyancers, legal advisers, insurers and mailing services;
- any associates, related entities, contractors and our mortgage aggregator (My Local Broker Pty Ltd);
- any industry body, tribunal, court or otherwise in connection with any complaint regarding our services;
- any person where we are required by law to do so;
- your referees, such as your employer, to verify information you have provided;
- any person considering acquiring an interest in our business or assets; or
- any organisation providing online verification of your identity.

## YOUR RIGHTS

You may gain access to the personal information that we hold about you by contacting us. You can also contact us to obtain a copy of our privacy policy and the privacy policy of any credit reporting body that may access your personal information. A copy of our full privacy policy can be obtained from our website, by visiting [bit.ly/2p0FTI](https://bit.ly/2p0FTI) or by contacting us on 1300 234 863. Our privacy policy contains information about how you can access or seek correction of the information we hold about you, how we manage that information and our complaints process.

## IF YOUR PERSONAL INFORMATION IS NOT PROVIDED

If you do not provide us with all of the information we request we may be unable to supply to you the product or service that you require.

## CONSENT TO PROVIDE YOUR PERSONAL INFORMATION TO A CREDIT REPORTING BODY (CRB)

You authorise us to act as an access seeker within the meaning of section 6L of the *Privacy Act* to seek and obtain credit information on your behalf for the purposes of establishing which product is most suitable for your requirements and circumstances. If we act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a CRB, we may disclose personal information such as your name, date of birth, and address to the CRB to obtain an assessment of whether that personal information matches information held by it.

Credit information includes information such as your identity information, the type, terms, and maximum amount of credit provided to you, repayment history information, default information (including overdue payments), court information, new arrangement information, personal insolvency information, disciplinary proceedings, complaints, delinquency, fraud investigations and details of any serious credit infringements.

## CONSENT TO RECEIVE MARKETING INFORMATION

You consent to us doing so and we may periodically provide you with information about new products and services available from us or from other businesses with whom we have a relationship. Your consent to our providing this information to you will be implied unless you notify us that you do not wish to receive this information.

## CONSENT TO RECEIVE DOCUMENTS ELECTRONICALLY

You consent to us providing you with documents by electronic communication, you confirm that paper documents may no longer be given and electronic communications must be regularly checked for documents. Consent to the giving of documents by electronic communication may be withdrawn at any time.

## CONSENT TO BEING RECORDED BY VIDEO OR AUDIO CONFERENCING

You consent to us obtaining personal information, financial information and credit information about you by video or audio conferencing for the purpose of arranging credit, providing credit assistance and give your permission for that video or audio conference to be recorded for this purpose.