

# Financial Services and Credit Guide

**Version 6 – 14 May 2018**

Aon Hewitt Financial Advice Limited

ABN 13 091 225 642

AFSL & ACL No 239183

**AON**  
Empower Results®

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## Introduction

This Financial Services and Credit Guide (FSCG) provides you with important information about Aon Hewitt Financial Advice Limited (AHFA) and its Authorised and Credit Representatives who may provide you with the financial and credit services described in the FSCG.

As well as giving you important information that will help you decide if you want to use any of these services, it provides important information about:

- who we (AHFA and its representatives) are,
- the financial and credit services we offer to help you evaluate and make an informed decision about whether to use the services described in this FSCG,
- the process we follow to provide financial services and credit assistance,
- the remuneration that we and relevant persons receive for the services,
- any arrangements which may influence our advice to you,
- how we protect your privacy, and
- how we handle your complaints if you are not satisfied with the services provided.

The information in this FSCG is not complete without the Adviser Profile which provides information on your adviser's skills and qualifications, their fee structure, and the financial and credit services they are authorised to provide on behalf of AHFA.

Please take the time to read this FSCG and keep it safely with your other documents. If there is anything you do not understand, or have questions about, please contact us, or talk to your adviser.

This FSCG is issued with the authority of AHFA.

## We act for you

When we provide services to you we act on our own authority, under our own licence and we act for you. In providing services to you we do not act on behalf of any other person or entity, eg an insurer.

## Who is responsible for the advice you are given?

AHFA is responsible for the advice provided to you by the representatives authorised under its Australian Financial Service and Credit Licences.

Your adviser is an Authorised and/or Credit Representative of AHFA. Please refer to the accompanying Adviser Profile for details. The Adviser Profile forms part of this FSCG for AHFA.

## What types of advice services are available?

Personal and/or general advisory services may be provided depending on the circumstances. It is important you understand the difference.

**Personal advice** is a recommendation or opinion given after taking into account your individual objectives, financial situation or needs.

We recommend that you seek personal advice from us regularly (at least yearly) to review your financial strategy and financial products to ensure that they remain appropriate for your circumstances. We also encourage you to contact us at any time for an interim review, or to answer any questions you may have.

If you receive personal advice from us, you will also receive a Statement of Advice (SoA). The SoA will contain the advice, the basis on which it is given and more specific information about our and other relevant persons' remuneration and any associations that may have influenced the provision of the advice.

Where credit specific recommendations are made, we generally conduct a preliminary assessment to find out if the product is suitable for you. We will then provide you with a SoA or a Record of Advice (RoA) which will detail how the recommended credit product and strategy is suitable in addressing your credit needs.

Where a review is conducted and personal advice is provided, the advice may be provided via a SoA or a RoA. Further advice may be in the form of a RoA where the further advice does not significantly differ from the original advice provided.

In the event we recommend you buy a particular financial product (other than securities) or offer to issue or arrange for the issue of a financial product on your behalf, we will also provide you with a Product Disclosure Statement (PDS) when required. A PDS contains information about the particular product, which is aimed to help you make an informed decision regarding the product. It contains information about the product's key features, benefits, risks and fees.

General advice is a general recommendation or opinion given without taking into account your individual objectives, financial situation or needs.

A person who gives retail clients general advice must warn the client that the advice does not take into account the client's objectives, financial situation or needs. Where we provide you with general advice, we will also provide you with a General Advice Warning. The General Advice Warning will be given in the same manner (that is, in writing or verbally) as the advice is provided.

If you receive general advice, you should not expect to receive a SoA or RoA from us. We will provide you with a PDS if required.

## What services are available from AHFA?

### Australian Financial Services Licence

AHFA holds an Australian Financial Services Licence No. 239183, which authorises us to carry on a financial services business and to provide advice and deal in the following financial products to retail and wholesale clients:

1. deposit and payment products limited to:
  - basic deposit products, and
  - deposit products other than basic deposit products,
2. derivatives,
3. general insurance products,

4. debentures, stocks or bonds issued or proposed to be issued by a government,
5. life products including:
  - investment life insurance products, as well as any products issued by a Registered Life Insurance Company that are backed by one or more of its statutory funds, and
  - life risk insurance products, as well as any products issued by a Registered Life Insurance Company that are backed by one or more of its statutory funds,
6. interests in managed investment schemes including investor directed portfolio services,
7. retirement savings accounts (RSA) products (within the meaning of the Retirement Savings Account Act 1997),
8. securities,
9. standard margin lending facility, and
10. superannuation.

## Australian Credit Licence

AHFA holds an Australian Credit Licence No. 239183, which authorises us to provide certain credit services. That is we may provide credit advice regarding how to structure debt, suitability of existing loans structures and repayment options.

If you require advice involving mortgages or other lending products, your adviser can refer you to an Accredited Mortgage Broker.

If your adviser is not a Credit Representative of AHFA, any credit services they provide are not provided as a representative of AHFA. Furthermore, AHFA is not responsible for the provision of those credit services.

## Suitability assessment

Under the National Consumer Credit Protection Act, we must not provide credit assistance to you by suggesting that you enter into a particular credit contract or increase the credit limit of a particular credit contract with a particular credit provider, or assist you to do this, unless we have undertaken a preliminary assessment as to the suitability of the contract for you.

The contract will be unsuitable for you if, at the time the contract is entered into or the credit limit is increased, it is likely that:

- you will be unable to comply with your financial obligations under the contract, or
- you could only comply with substantial hardship, or
- the contract will not meet your requirements or objectives.

We must make an assessment whether the contract will be unsuitable for you before advising you to enter into a credit contract or increasing the limit of an existing credit contract.

You can request a copy of our assessment. We must give you a copy (at no charge to you):

- before entering into a credit contract or before the credit limit is increased, if you make the request before then,
- within 7 business days, if your request is made within 2 years of entering into the contract or the credit limit increase, and
- otherwise, within 21 business days.

We do not need to give you a copy of the assessment if:

- your request is made more than 7 years after entering into the contract or the credit limit increase, or
- the credit contract is not entered into or the credit limit is not increased.

To make this assessment, we must make reasonable inquiries about your requirements and objectives for the credit contract or credit limit increase. We must also make reasonable inquiries about your financial situation and take reasonable steps to verify this information.

## What services are available from my adviser?

Your adviser may only be authorised to provide some services on our behalf in relation to the authorised financial products listed above. This will be noted in their Adviser Profile.

If an adviser is unable to advise you in an area you request, they will refer you to someone who is permitted to do so.

Please note: AHFA is responsible for the services provided by the adviser that it has authorised in the Adviser Profile. AHFA is not responsible for any unauthorised services (to the full extent permitted by law) so check that the services provided are authorised in the Adviser Profile.

## Transaction services

At times you may wish to make an investment transaction where you do not need assistance from us with any decisions in relation to the product or transaction. In these cases, we can take your instructions and arrange for the transaction to be completed, without providing personal advice. If you wish to proceed without advice from us we will ask you to confirm your instructions in writing and sign an acknowledgment form. Any assistance we provide to complete your transaction should not be taken as a recommendation or endorsement of the product or transaction.

## How can you instruct us?

You can give us instructions by telephone, fax or other means agreed to by us.

## How can you pay for the services?

There are a range of payment options. We may be paid by one or a combination of the following methods:

- commissions paid by the product issuer, and/or
- fee for service paid by you.

Further details are provided below on each of the above remuneration options. Any remuneration rate specified and the dollar examples of the amounts we can receive are inclusive of GST.

Your adviser can explain these options to you and will agree with you on what option(s) will apply.

Specific remuneration details will be disclosed in any SoA given to you where personal advice is provided.

If we do not provide a personal advice service you will not receive a SoA. Your adviser will however agree with you on the applicable remuneration option(s) before you buy any product. You need to ask your adviser if you need further details.

## How are we paid?

### Upfront and ongoing remuneration paid by product issuers

All remuneration received will be paid direct to AHFA after the relevant entry into an investment fund or renewal of a general or life insurance risk policy.

Your adviser will receive an agreed percentage of the above upfront and ongoing remuneration and their Adviser Profile sets out the details of this remuneration.

### Purchase of units in a chosen fund

If you decide to buy units in a chosen fund, we may receive an upfront remuneration from product providers. We may receive up to 5% of the amount you invest. This means that if you decide to invest \$10,000, and we have recommended that you do this, we may receive an upfront payment of \$500. We may also receive from the fund manager an ongoing remuneration payment of up to 1% per annum of the value of your holding in that fund for as long as you hold the product.

### Purchase of general and life insurance products

If you buy general and life insurance products the product provider may pay us:

- an upfront commission when you first purchase or you increase the level of cover, and
- ongoing commission (when you renew)

except when the advice relates to:

- a group life policy inside superannuation whether it is for a default or another type of superannuation fund, or
- an individual life insurance policy for the benefit of a member of a default superannuation fund.

The commission is calculated as a percentage of the premium that is paid and the rate may vary depending on the product provider.

Upfront commission can range from 0% to 120% and ongoing commission can range from 0% to 22%. For example, based on the maximum percentage payable in a typical situation, if the premium that is paid by you is \$1,000 we may receive an upfront commission of \$1,200 (120%) on this amount and an ongoing commission of \$220 (22%) of the annual premium.

From 1 January 2018 the amount of upfront and ongoing commission that may be received on new insurance policies has been reduced as set out in the following table:

<b>Date new insurance put in place</b>	<b>Maximum upfront commission</b>	<b>Maximum ongoing commission</b>
Between 1 January 2018 and 31 December 2018	88%	22%
Between 1 January 2019 and 31 December 2019	77%	22%
From 1 January 2020	66%	22%

However, in circumstances where the adviser chooses a level commission, the upfront commission payable may be up to 32% and ongoing commission of 32%. For example, if the premium that is paid by you is \$1,000 we may receive an upfront commission of \$320 (32%) and an ongoing commission of \$320 (32%) of the annual premium.

In circumstances where the adviser chooses a hybrid commission, the upfront commission payable may be up to 88% and ongoing commission of 32%. For example, if the premium that is paid by you is \$1,000 we may receive an upfront commission of \$880 (88%) and an ongoing commission of \$320 (32%) of the annual premium.

## Credit assistance

Generally we will be entitled to receive commission from the loan provider on the balance of the loan. This amount ranges between 0% and 1.0% of the ongoing loan balance.

For example, if your loan balance was \$100,000, we would receive between \$0 and \$1,000. Please note these commission ranges incorporate all potential commission bonuses (which your adviser may or may not receive) and that lenders can change these commission rates at any time. Full details of any fees payable for credit assistance advice will be provided to you in a Credit Quote.

## Fee for service paid by you

Your adviser is able to charge you a fee depending on the time they spend developing your plan and advice, or depending on the value of the funds you invest. You may also pay an advice fee for overall strategic advice provided in a SoA which may include a credit assistance component.

The fees charged vary for each adviser, so please ensure that you review the specific fees charged by your adviser. This will be detailed in their Adviser Profile which forms part of this FSCG and should be read together.

If you receive personal advice from us, your adviser will explain to you in writing, details of all fees and charges that apply and the method by which you will pay.

## Payments for referrals

We may receive payments to refer you to other service providers. These amounts do not involve additional costs to you and will be disclosed in your SoA. Where you have been referred to us by someone else we may pay them a fee, commission or some other benefit in relation to that referral.

## Preferred platforms volume remuneration arrangements

From 1 July 2013, legislation commenced that means that AHFA cannot enter into new arrangements with product providers that would mean AHFA receives a volume-based benefit from the product provider.

Existing arrangements with product providers are permitted to continue and details of the existing arrangements AHFA has are set out below.

### Strategic partners

AHFA has arrangements with certain product providers where we receive from them an amount based on the total volume of funds that the clients of AHFA and other specified associates invest through the product.

The amount paid is calculated as a percentage of all funds invested for the relevant agreed period and is paid out of the product provider's own administration fees. The arrangement does not increase the administration fee or management expense ratio (MER) amount that would otherwise be charged by the product provider if this remuneration arrangement were not in place.

AHFA may share with your adviser part of the above additional amount we receive where the total volume of funds invested by your adviser's clients through certain pools of preferred platforms exceeds \$10 million (for the individual adviser or practice if they are part of a practice).

AHFA has arrangements with certain life insurance companies where we receive from them an amount based on the total volume of premium that clients of AHFA and other specified associates subscribe for the purchase of insurance cover.

The amount paid to AHFA is based on the total 'in-force premiums' for the relevant agreed period and is paid out of the life companies' own resources. The arrangement does not increase the cost of the insurance cover or increase the administration fees that would otherwise be charged by the life insurance company if this remuneration arrangement were not in place.

AHFA retains a percentage of any funds that we may receive, and shares a proportion of approximately 50% with the advisers, contingent on meeting specific business and compliance benchmarks.

Any personal financial advice we give you in relation to the purchase of insurance cover will be considered in light of your relevant personal financial situation, objectives and needs, and any advice of this nature will not be influenced in any way by this arrangement.

If we give you a SoA or a RoA, we will set out the amount of any remuneration (including commission or other benefits), if it can be calculated at the time or if the remuneration cannot be calculated at that time, we will provide the remuneration information as soon as practicable thereafter or an outline of the manner in which it will be calculated.

Note: No work will commence prior to agreement regarding our method of remuneration.

AHFA may also receive sponsorship for conferences and adviser education.

As at 14 May 2018, we have a strategic partnership with the following organisations:

- AIA
- Asteron
- OnePath
- TAL
- Zurich
- BT
- smartMonday
- Colonial First State
- Macquarie

## How is your adviser paid?

Please refer to the Adviser Profile for details on how your adviser is paid. You should have a clear understanding of how your adviser is paid before you act on any recommendations.

## Benefits of small value

From time to time, we may receive 'benefits of small value' from product providers and other financial service providers we deal with. These can include entertainment (eg lunches, sporting events, movies etc), business tools (eg software), and gifts (eg product issuer or service provider branded promotional items and other occasional small gifts such as bottles of wine or hampers on special occasions etc).

We do not accept benefits of small value of \$300 and above from product providers or service providers.

We do not accept any benefits of small value which may be given because of the volume of business we provide to the product issuer or service provider.

## What important associations should you be aware of?

AHFA is a member of the worldwide Aon Group of companies. We are a related body corporate of Aon Risk Services Australia Limited ABN 17 000 434720 AFSL No 241141, and other Aon companies.

## Conflicts of interest

Conflicts of interest may arise in circumstances where some or all of your interests as our client are or may be inconsistent with, or diverge from, some or all of our interests.

AHFA has a conflict of interest policy, which we must comply with and you can access by contacting us. Compliance with this policy is audited on a regular basis.

An example of a conflict of interest that exists is where we act for you and are paid by a product issuer or other service provider for our services. This creates a potential conflict of interest because it may be in our interest to recommend the product issuer or service provider because it increases our remuneration but it may not be in your interest.

To manage this potential conflict of interest we tell you about all remuneration in this FSCG. You can ask for more information if you need it and make an informed decision on whether to proceed. If we cannot comply, we will tell you and seek your further instructions. The SoA confirms the remuneration we receive.

## Service issues and complaints

We are committed to providing quality services to our clients. This commitment extends to providing easy access to resolving complaints.

If you have a complaint about the service provided to you, you should take the following steps:

- Contact your adviser and tell your adviser about your complaint.
- If your complaint is not satisfactorily resolved within 7 days, contact:
  - The Complaints Officer, Aon Hewitt Financial Advice Limited on (02) 9253 7000,
  - put your complaint in writing and send it to us at GPO Box 4189, Sydney NSW 2001, or
  - email your complaint to the Complaints Officer at [au.compliance@aon.com](mailto:au.compliance@aon.com)

We will try to resolve your complaint quickly and fairly. If we cannot reach a satisfactory resolution, you can raise your concerns with either the Financial Ombudsman Service Limited (FOS), the Tax Practitioners Board (TPB) or with the Australian Securities and Investment Commission (ASIC).

### Financial Ombudsman Service Limited (FOS)

AHFA is a member of this complaints resolution service and you may lodge your complaint directly with FOS. To lodge your complaint with FOS you may visit their website at [www.fos.org.au](http://www.fos.org.au) and lodge your complaint [online](#). Alternatively you may contact FOS on 1800 367 287.

### Tax Practitioners Board (TPB)

AHFA is a registered tax (financial) provider with the TPB, and you may lodge a complaint directly with the TPB. To lodge your complaint with TPB you may visit their website at [www.tpb.gov.au](http://www.tpb.gov.au) and lodge your complaint using their online [form](#). Alternatively, you may contact the TPB directly by phoning them on 1300 362 829.

### Australian Securities and Investment Commissions (ASIC)

ASIC has a freecall Infoline on 1300 300 630, which you may use to make a complaint or obtain information about your rights.

## Professional Indemnity Insurance

In accordance with the requirements of the Corporations Legislation, AHFA maintains adequate Professional Indemnity Insurance. This insurance cover extends to claims in relation to our conduct as a Tax (Financial) Adviser, and an Australian Financial Services Licence holder, an Australian Credit Licence holder and our employees and representatives both past and present, to compensate clients or their beneficiaries for loss or damage suffered if we provide negligent advice.

## Privacy

We value the privacy of personal information and are bound by the privacy laws when we collect, use, disclose or handle personal information. We collect personal information to offer, provide, manage and administer the services outlined in this FSCG.

You are entitled to obtain access to the information we hold about you, or any preliminary assessment about the suitability of a credit contract by contacting your adviser. In some circumstances, permitted by law, we may deny you access and in that event we will explain the reason why.

Please contact your local Aon office or visit our website at [www.aonhewitt.com.au](http://www.aonhewitt.com.au) if you would like a copy of our Privacy Policy or wish to correct or seek access to the personal information we collect or disclose about you.

## Contact information

### **Aon Hewitt Financial Advice Limited**

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AFSL No. 239183

ACL No. 239183

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## About Aon

Aon plc (NYSE:AON) is a leading global professional services firm providing a broad range of risk, retirement and health solutions. Our 50,000 colleagues in 120 countries empower results for clients by using proprietary data and analytics to deliver insights that reduce volatility and improve performance.

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Aon Hewitt has taken care in the production of this document and the information contained in it has been obtained from sources that Aon Hewitt believes to be reliable. Aon Hewitt does not make any representation as to the accuracy of the information received from third parties and is unable to accept liability for any loss incurred by anyone who relies on it. The recipient of this document is responsible for their use of it.

# The Aon Privacy Notice

The Aon Group of companies has always valued the privacy of personal information. When Aon collect, use, disclose or handle personal information, Aon will be bound by the *Privacy Act 1988* (Cth) (the 'Act'). This Notice is effective from 1 March 2016.

## Why do we collect your personal information?

Aon collect personal information to offer, provide, manage and administer the many financial services and products we and our group of companies are involved in. These include insurance broking and claims management, risk management consulting, and other forms of insurance services (including underwriting of insurance products and reinsurance), employee benefits, premium financing, superannuation and investment advisory services. Aon may also collect personal information for the purpose of conducting analytics processes, to be able to develop and identify products and services that may interest you, to conduct market or customer satisfaction research or to develop, establish and administer alliances and other arrangements with other organisations in relation to the promotion, administration and use of our respective products and services.

Aon may collect information about you because we are required or authorised by law to collect it. There are laws and regulations that affect the provision of our many services and products (as more fully described in the Aon Australia Group Privacy Policy Statement ('Aon Privacy Statement')) and require us to collect certain personal information. These laws may include the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Corporations Act 2001* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Insurance Contracts Act 1984* (Cth).

## How do we collect your personal information?

Aon will generally collect information directly from you or your agents, unless impracticable or unreasonable to do so. We may collect it from third parties such as our affiliates or employers, claims administrators, insurance companies, insurance brokers or agents, credit organisations, motor vehicle and driver licensing authorities, financial institutions, medical professionals, third parties who may be arranging insurance cover for a group that you are a part of, law enforcement, dispute resolution, statutory and regulatory bodies, marketing lists and industry databases, publicly available sources, etc.

We may also collect personal information from you through the use of cookies when you visit our websites. Cookies are commonly used to make websites work more efficiently, to enrich the user experience, and to serve advertisements based on past visits to the website. Aon makes use of them for those purposes. To prevent these activities, you need to adjust the settings on your browser to refuse all cookies.

Upon your request, we will take reasonable steps to let you know how we have sourced your personal information, unless it is obvious from the circumstances that you would know or would reasonably expect us to have the information (such as where we are dealing with your advisers).

When you give Aon personal information about other individuals, we rely on you to make them aware that you will or may provide their personal information to us, the types of third parties we may provide it to, the relevant purposes we and those third parties will use it for, and how they can access it. If it is sensitive information, we rely on you to have obtained their consent on these matters. If you have not done either of these things, you must tell us before you provide the relevant information.

## What can happen if you don't provide us with your information?

If you do not provide the information we request, we or those involved with the provision of the service or product may not be able to provide the appropriate type or level of service or product.

## To whom can we disclose your personal information?

Aon discloses personal information to third parties who we believe are necessary to assist us in providing the relevant services and products to our clients or to enable them to offer their products and services to you. For instance, we disclose personal information to the relevant product provider and their representatives, our agents and contractors and related companies. We may also disclose your personal information to other parts of the Aon Group, both in Australia and overseas, for other purposes, such as analytics.

Where we arrange premium funding to help spread the cost of your insurance premiums over the year, Aon discloses personal information to the premium funder. Disclosure may also be made to any government, law enforcement, dispute resolution, statutory or regulatory bodies in any country, or as required by a country's laws. In addition to our affiliates, we may disclose personal information to third parties such as contractors, agents, suppliers and service providers.

These affiliates, members of the Aon Group and third parties may be based locally or they may be overseas, including but not limited to the United States of America, the United Kingdom, Ireland, India, Singapore and the Philippines. In circumstances where your personal information is disclosed overseas, Aon will generally take reasonable steps to ensure that we have arrangements in place with such parties that prevent them from using or disclosing personal information for any purposes other than our own. However, by providing your personal information to Aon, you acknowledge that we may not always be able to guarantee that overseas parties are subject to requirements similar to those contained in the Privacy Act and consent to the disclosure on that basis.

If you would like further information about whether your information will be disclosed to overseas recipients, please contact the Privacy Officer at [privacyofficer@aon.com](mailto:privacyofficer@aon.com)

## How can I access and correct my personal information or resolve my privacy issues?

If you wish to seek access to or correct the personal information we collected or disclosed about you, please telephone or email your Aon representative. The Aon Privacy Statement contains details about how to make a complaint about a breach of the Act and how we deal with complaints.

If you would like a copy of the Aon Privacy Statement, please telephone or email your Aon representative to request a copy, or access this at our website's privacy section at <http://www.aon.com.au/australia/legal/privacy-policy.jsp>

You can choose not to receive product and service offerings from us (including product or service offerings from us on behalf of our affiliates and business partners) or related bodies, by contacting our Privacy Officer at [privacyofficer@aon.com](mailto:privacyofficer@aon.com) or your Aon representative.

## Our contact details

The contact details for our Australian head office are as follows:

Address: Level 33, 201 Kent Street, Sydney NSW 2000  
Switchboard: +61 2 9253 7000