

## Credit Guide

### ABOUT US ("we, us, our"):

<b>Licensee</b>	Beltina Pty Limited ("licensee") Australian Credit Licence Number: 383700 Address: PO Box 791, Kingswood, NSW, 2747 Tel: (02) 8005 0961 Fax: (02) 8078 0198
<b>Broker Groups</b>	Pennley Pty Ltd (Choice) ACN 071 979 498 Credit Representative Number: 392528

This document provides you with information relating to our activities. It contains information about various fees and charges that may be payable by you to us, as well as about certain commissions we may receive from a licensee, or we pay to certain third parties. It also contains information about what you should do if you have a complaint or dispute in connection with our services as a credit representative.

### WHAT IS A REPRESENTATIVE?

A 'representative' is a person who has been authorised by a credit licensee to engage in specified credit activities on behalf of the licensee.

### WHAT IS CREDIT ASSISTANCE?

We give you credit assistance when:

- we assist you to apply for a particular loan or lease;
- we suggest you apply for a particular loan or lease (or suggest you apply for an increase to an existing loan); or
- we suggest you remain in your current loan or lease.

Before we provide credit assistance to you, we assess whether the particular loan or lease is suitable for you. To do this, we need to make reasonable inquiries and verify that:

- the loan or lease or increase will meet your requirements and objectives; and
- you can meet the proposed repayments.

We won't be able to give you credit assistance if our assessment shows that:

- you won't be able to meet the proposed repayments without substantial hardship; or
- the loan or lease won't meet your requirements or objectives.

### GETTING A COPY OF OUR ASSESSMENT

If we provide you with credit assistance, you can ask us for a copy of our assessment any time up to 7 years after we provide you with a credit assistance quote. To request a copy please contact us. 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 of our credit assistance quote; or
- otherwise, within 21 business days after the day we receive your request.

## INFORMATION ABOUT THE LICENSEE

Subject to meeting credit criteria, we are able to assist you to obtain loans and leases for you from a broad range of lenders and lessors through our broker group.

The following are the lenders or lessors with whom we generally conduct the most business:

- National Australia Bank
- Choicelend
- Macquarie Bank
- Commonwealth Bank
- Homeloans Ltd
- Citibank

## FEES AND CHARGES

### FEES PAYABLE FOR THE PROVISION OF CREDIT ASSISTANCE

We will not charge you any fees for providing credit assistance to you.

### FEES PAYABLE IN RELATION TO ACTING AS A REPRESENTATIVE

We may receive remuneration from our broker groups and/or other lenders, lessors or other parties that could be passed onto employees of the licensee and do not charge you any fees or charges in relation to these matters.

### OTHER FEES AND CHARGES

You may have to pay other fees and charges (such as an application fees, valuation fees and other fees) to the lender, lessor or other parties. You should review the disclosure documents and your loan contract or lease for further details of any such fees and charges.

## COMMISSIONS

### COMMISSIONS WE RECEIVE FROM OUR LICENSEE

The licensee receives commissions from its broker groups, lenders and lessors in relation to loan contracts or leases for which we provide credit assistance. The total amount of commission we may receive in relation to your loan or lease may vary depending on the lender or lessor, the term, the features, the amount of the loan or lease you ultimately choose and the amount and timing of the repayments that you make.

#### Loan Contracts such as Home Loans, Investment Property Loans and Personal Loans

Upfront commission payable by lenders in relation to loans is calculated as a percentage of the loan amount and is generally in the range of 0.50% and 0.75% of the loan amount. It is usually paid after settlement of the loan.

Trail commission payable by lenders in relation to loans is generally calculated regularly (monthly, quarterly, bi-monthly or annually) on the outstanding loan balance and is paid in arrears. The trail commission payable by lenders is generally in the range of 0.10% per annum and 0.25% per annum of the outstanding loan amount.

## Leases

Upfront commission payable by lessors in relation to leases is calculated as a percentage of the lease amount and is generally in the range of 1.00% and 4.00% of the lease amount. It is usually paid after settlement of the lease.

Trail commission is generally not payable in relation to leases.

Further details of the commission earned by us will be included in the credit proposal disclosure document we will provide to you at the same time as we provide you with credit assistance.

You can request information from us about the fees that we are likely to receive, how those fees are calculated, and our reasonable estimate of the fees or commissions that will be payable.

## VOLUME BONUS ARRANGEMENTS

Our broker group has volume bonus arrangements in place with the Commonwealth Bank of Australia, the Westpac Banking Corporation and the Australia and New Zealand Bank Group Limited. From time to time we or our broker group may receive a benefit, directly by way of cash bonus or additional commissions or indirectly by way of training, professional development days or sponsorship, if we or our broker group write a particular volume of loans offered by those lenders.

## COMMISSIONS PAYABLE BY US

SCS (Smart Customer Service) has introduced you to us and we paid them a fee, the maximum amount being \$50.00.

Further information about introducer fees, including our reasonable estimate of the amount of any commission payable and how it is calculated is available from us on request and will be included in the credit proposal disclosure we will supply to you when we provide you with our credit assistance.

## DISPUTES OR COMPLAINTS

### WHAT TO DO IF YOU HAVE A DISPUTE OR COMPLAINT?

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

### HOW TO MAKE A COMPLAINT AND THE COMPLAINTS PROCESS?

If we have a complaint, we request you follow these steps:

#### **Initial Points of Contact**

If you wish to lodge a complaint regarding any contact with Beltina Pty Ltd please contact the complaints contact person detailed below:

Jon Muir  
Beltina Pty Ltd  
9 Piper CIs, KINGSWOOD NSW 2747  
T – (02) 4736 2085  
F – (02) 4736 5717  
M – 0417 424 137  
E – [jon@beltina.com.au](mailto:jon@beltina.com.au)

Geoff Muir  
Beltina Pty Ltd  
9 Piper CIs, KINGSWOOD NSW 2747  
T – (02) 4736 2085  
F – (02) 4736 5717  
M – 0449 199 631  
E – [geoff@beltina.com.au](mailto:geoff@beltina.com.au)

## THIRD PARTY PRODUCTS OR SERVICES

If your complaint relates to a product or service acquired through a third party (for example, a lender) we may ask you to contract the relevant third party. They will deal with your complaint under their complaints resolution process.

If you are not satisfied with the resolution of your complaint by the third party under their complaints resolution process, you are entitled to have your dispute considered by their External Dispute Resolution Scheme. Please contact the third party for further details.

## KEEPING YOU INFORMED

### Handling Complaints

We ensure that all staff that deal with, or are likely to deal with you, are aware of the name, title and telephone number of the Complaints Contact Person and the deputy Complaints Contact Person.

All staff have been given written instructions:

1. About how to transfer a client who has a complaint to the Complaints Contact Person or deputy Complaints Contact Person; and
2. What client details to record if the Complaints Contact Person or deputy Complaints Contact Person is for any reason unavailable (this information is to include as a minimum the client's name, telephone number and description of the product or transaction to which the client's complaint relates.
3. Your complaint need not be in writing and may be presented to any of the persons above by any reasonable means for example letter, telephone, in person or email.

**Beltina Pty Ltd will not charge any fee in respect of your complaint pursuant to these Rules.**

### Investigating your complaint

Any person who is involved in the subject matter of the complaint will not investigate your complaint. The Complaints Contact Person has the authority to access any and all documents and records of information (including computer systems) as may be necessary to properly investigate your complaint.

### Timeliness

We will provide a written acknowledgement of receipt of your complaint promptly, unless your complaint is otherwise resolved in the meantime. <Beltina Pty Ltd will provide a substantive response to your complaint as soon as possible, but within forty five (45) days after receipt of it.

If we cannot respond to your complaint within forty five (45) days, we will inform you of the reasons for the delay and of your rights to refer the complaint to an independent body.

We will have substantially responded to your complaint if we:

- (a) Accepts the complaint and, if appropriate, offer redress; or
- (b) Offer redress without accepting the complaint; or
- (c) Rejects the complaint.

### Written response to consumer

We will give a written response to your complaint, which will include reasons for reaching a particular decision on the complaint that adequately address the issues that were raised in your complaint. Where practicable, our response will refer to applicable provisions in legislation, Codes, Standards or Procedures.

### **Remedies**

Where we accepts your complaint and we are of the view that it is appropriate to offer redress to you, that redress may be non-financial as well as, or instead of, financial. If we consider a financial remedy is appropriate then we will give you compensation for any direct loss that you have suffered.

When we are determining the appropriate remedy to be given to you and the extent of loss or damage suffered by you, consider relevant legal principles, the MFAA Code of Practice and other relevant codes of conduct, concepts of fairness and relevant industry best practice.

### **Publicity Dispute Resolution Procedures**

We will include in the initial correspondence to a client, the identity of our Complaints Contact Person and provide their direct telephone contact number. We will provide details on its web site of the name and contact telephone numbers of the Complaints Contact Person, as well as detailed copies of the entire Dispute Resolution Procedure.

### **Data Collection**

We will keep such data concerning the client's complaint in such form and manner as we think fit, the type of data that we may keep will include:

- Type of complainant;
- Subject of complaint;
- Outcome of complaint;
- Timeliness of response;

In order that we can identify any systematically recurring problems, we will so far as practicable and relevant, classify complaints according to the particular provision of the MFAA Code of Practice alleged by the consumer to have been breached. Subject to legal constraints including constraints as to defamation and privacy, we will make available data collected in respect of consumer complaints to the Australian Securities and Investments Commission. In addition, Beltina Pty Ltd, as full member of the Mortgage Industry of Australia may need to make available data collected to the National Council of MFAA

### **Review**

We will review its Internal Dispute Resolution Procedures every three (3) years to ensure that its complaints systems are operating effectively.

## **STILL NOT SATISFIED?**

If you do not think we have resolved your complaint to your satisfaction, you may take the matter – free of charge – to the relevant External Disputes Resolution Scheme (provided it is within the scheme's terms of reference) as detailed below. You may also refer the matter to the relevant External Disputes Resolution Scheme at any time, but if our internal process is still in progress, they may request that our internal processes be complete before considering the matter further.

Our external dispute resolution service provider is the Credit Ombudsman Service Limited, which can be contacted via:

- Telephone: 1800 138 422
- Online complaint form: <http://www.cosl.com.au/Make-a-complaint-intro>
- Website: <http://www.cosl.com.au>
- Mail: PO Box A252, Sydney South NSW 1235
- Fax: 02 9273 8440