

# FINANCIAL SERVICES GUIDE

# The financial services referred to in this guide are offered by:

Maloney's Financial Services Pty Ltd ABN 27 098 758 877 AFSL No. 487886 L1 31 Newland Street Bondi Junction

NSW 2022

Phone: 02 9389 0922 Fax: 02 9389 3748 Mob: 0418 264 892

Email: <a href="mailto:info@maloneysfinancialservices.com.au">info@maloneysfinancialservices.com.au</a>
Website: <a href="mailto:www.maloneysfinancialservices.com.au">www.maloneysfinancialservices.com.au</a>

Maloney's Financial Services Pty Ltd ("Maloney's Financial Services") was established to provide financial planning services that are truly in the best interests of our clients.

# This guide contains important information about:

- 1. The financial services we offer so you can make an informed decision whether to use those services.
- 2. Information we need from you.
- 3. The cost of our advisory services and how we pay our representatives.
- 4. What to do if you have a complaint about our services.
- 5. How you can contact us

When we give you financial advice - a Statement of Advice - to make sure that advice is appropriate to you we must make reasonable enquiries about your current financial situation and future needs.

In the Statement of Advice we will tell you about:

- our fees and commissions
- any associations we have with financial product issuers or other parties which may have influenced the advice we give you.

# Not Independent

Maloney's Financial Services Pty Ltd receives commission payment on Life Insurance Products. This allows us to advise and place your insurance without charging you directly, or at a reduced rate, by receiving remuneration from product issuers. By doing this we are not allowed to use the words Independent, Impartial or Unbiased when describing our business. For more information on this please ask your adviser.

If we recommend to you a particular Financial Product we will give you information about the particular Financial Product—a *Product Disclosure Statement*—to help you make an informed decision about the Financial Product.

Maloney's Financial Services Financial Services Guide Issued 26 July 2021 Version 1.7

# About your adviser

Your adviser acts on behalf of Maloney's Financial Services who is the holder of Australian Financial Services licence no 487886. Under the Corporations Act, our primary responsibility is to you, our client.

Your adviser can provide a wide range of services from strategic advice, to investment advice, to advice on a wide range of insurance products such as life, trauma and income protection. Further details of your adviser's background along with the payments we receive are as per the profile which forms part of this FSG

# Who is responsible for the financial services provided?

Maloney's Financial Services is responsible for the financial services provided including the distribution of this FSG

# Do any relationships or associations exist which might influence you in providing me with the financial service?

Maloney's Financial Services is not controlled by any financial institution/s such as a fund manager, bank, insurance company or trade/credit union. None of these institutions has a vested interest in our business and are not therefore in a position to influence us in the provision of advice.

#### What kinds of Financial Products are we authorised to advise and deal in?

- Deposit and payment products
- · Debentures, stocks or bonds
- Derivatives
- · Investment life insurance products
- Life risk insurance products
- Managed investments schemes
  - Securities:
- · Superannuation

# What information we need from you.

We expect that you will provide us with accurate information that we request including your personal objectives, details of your current financial situation and any other relevant information, so that we have a reasonable basis on which to provide you with advice.

We expect that you will use our advice to enable you to make informed financial decisions.

As a financial service provider, we have an obligation under the Anti-Money Laundering and Counter Terrorism Finance Act to verify your identity and the source of any funds. This means that we will ask you to present identification documents such as passports and driver's license. We will also retain copies of this information. We assure you that this information will be held securely.

# What are the possible consequences of not providing this information?

You are of course at liberty to decline to provide some or all of this information, but if you do not provide it, any recommendations we make may not be appropriate to your needs and objectives. In certain cases, your failure to provide information may place us in a position where we cannot provide any advice or any financial services to you.

## How you can give us instructions?

You may tell us how you would like to give us instruction. For example by telephone, fax or other means such as email.

If we provide you with execution related telephone advice, you may request a record of the execution related telephone advice, at that time or up to 90 days after providing the advice.

# What remuneration, commission, fees or other benefits do we receive in relation to providing financial services and how are they calculated?

Maloney's Financial Services advisers are remunerated through the fees and commissions that you are charged. To assist you in making an informed decision, your adviser will discuss with you and agree on any fees payable before providing a service. The Corporations Act requires us to fully disclose all fees and charges, so if you are in doubt please ask us to explain. You may be charged a fee for the services we provide or we may be paid a commission or brokerage or a combination of the two may apply.

All fees and commissions are payable to the Licensee (Maloney's Financial Services) which will be as per the schedule contained in the adviser profile. Details of the fees and commission for each product are contained in the Product Disclosure Statements (PDS) that your adviser will provide. Your adviser will also provide full details of fees and commissions in your Statement of Advice.

# Alternative remuneration (Non-monetary benefits)

From time to time advisers may receive non-monetary benefits from product providers. This can range from small benefits such as movie or sporting event tickets to more valuable benefits such as sponsorship to attended conferences.

If the value of any of these benefits exceeds \$300 it will be recorded in the Alternative Remuneration Register. A register will be maintained by Maloney's Financial Services for any benefits received by them that exceed \$300, and each individual adviser will maintain a register for any benefits that they receive directly and are valued at more than \$300

A copy of the register will be available for inspection on request.

# What information do we maintain on file and for how long?

We need to hold all information you give us for a period of 7 years. Yes you can view information held by making a request.

## What kind of compensation arrangements are in place and are these arrangements compliant?

It should be noted that Maloney's Financial Services has Professional Indemnity Insurance in place to cover us for the financial services that we provide. We understand that it is adequate to meet our requirements as a financial services licensee. The policy includes coverage for claims made in relation to the conduct of representatives/employees who no longer work for us (but who did at the time of the relevant conduct)

## We will provide you with the associated risks of certain financial products/strategies?

We will explain to you any significant risks of financial products and strategies, which we recommend to you. If we do not do so, you should ask us to explain the risks to you.

We are committed to implementing and promoting a privacy policy, which will ensure the privacy and security of your personal information. A copy of our privacy policy is enclosed for your information.

# What should you do if you have a complaint?

We are committed to providing quality advice to our clients. This commitment extends to providing accessible complaint resolution mechanisms for our clients. If you have any complaint about the service provided to you, you should take the following steps:

- 1. Contact your adviser immediately.
- 2. If your complaint is not satisfactorily resolved within 7 days please contact Maloney's Financial Services within 7 days via phone 02 9389 0922 or email <a href="mailto:info@maloneysfinancialservices.com.au">info@maloneysfinancialservices.com.au</a> or put it in writing and send to PO Box 18 Bondi Junction NSW 1355

If we cannot reach a satisfactory resolution within a further 45 days you can send your complaint to Australian Financial Complaints Authority Limited (AFCA) at GPO Box 3 Melbourne VIC 3001. Their free call number is 1800 931 678. The Australian Securities and Investments Commission, (ASIC), also has a free call info line on 1300 300 630 which you may use to make a complaint or obtain information about your rights.

#### **Adviser Profile**

Patrick Maloney ADFS (FP) CIAM

Maloney's Financial Services Pty Ltd Principal /

Executive Private Wealth Adviser

L1 31 Newland Street Bondi Junction NSW 2022 PO Box 18

Bondi Junction NSW 1355

P: 02 9389 0922| F: 02 9389 3748| M: 0418 264 892 E: patrick@maloneysfinancialservices.com.au W: www.maloneysfinancialservices.com.au Authorised

Representative Number: 242689

I am authorised by Maloney's to offer you the following services:

Provide financial product advice and to deal in a financial product by arranging for a financial product to be acquired, varied or disposed of in respect of the following financial products:

- Deposit and payment products
- Derivatives
- Debentures, stocks or bonds
- Investment life insurance products
- Life risk insurance products
- Managed investments schemes
- Retirement savings accounts
- Securities
- Superannuation

We offer clients a selected range of payment options

- Fee for service
- Implementation fee
- Transaction fee
- Ongoing service fee
- Or a combination of the above depending on what best suits you

Commission will be payable to your adviser as per the following

Product Type	Upfront Commission	Ongoing Commission
		per annum
Life Risk Insurance Products	Up to 66% of the first year's	Up to 22% of that year's premium
	premiums inc GST	Inc GST

Dollar examples of fees:

Product Type	Upfront Adviser Service Fee (inclusive of GST)	Ongoing Adviser Service Fee per annum (inclusive of GST)
Life Risk Insurance Products. Based on \$1000 premium	Up to \$660	Up to \$220

## **Financial Plan Preparation Fee**

We may agree to charge you a fee, depending on the time we spend developing your plan and the value of funds you invest. If you choose to pay a fee we can agree to rebate to you any initial commission we would otherwise receive. Our current fees are based on an amount of minimum \$420 per hour. The time to prepare a financial plan may take 8 hours, which at the above hourly rate would be \$3,360.

We may invoice you for a fee when you receive our written recommendations.

## **Managed Investment Products**

We do not accept commissions/fees from managed investment providers as our time and expertise is covered by an ongoing fee based on the value of the funds you invest and the financial products you use. This fee can be asset based and paid directly from your investment portfolio. Alternatively, it may be a direct debit payment from your bank account or invoiced to you, depending on the arrangement you have agreed upon with your adviser.

\*\* All fees and charges will be clearly disclosed to you in writing by your advisor at the time the advice is provided in your Statement of Advice. \*\*

## **Adviser Profile**

Brendan Temple-Smith Dip FS

Maloney's Financial Services Pty Ltd Private Wealth Adviser

L1 31 Newland Street Bondi Junction NSW 2022 PO Box 18

Bondi Junction NSW 1355

P: 02 9389 0922| F: 02 9389 3748

E: <u>brendan@maloneysfinancialservices.com.au</u> W: www.maloneysfinancialservices.com.au Authorised

Representative Number: 001270629

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Dean Kimpton (FP) Maloney's Financial Services Pty Ltd Private Wealth Adviser

L1 31 Newland Street Bondi Junction NSW 2022 PO Box 18

Bondi Junction NSW 1355

P: 02 9389 0922| F: 02 9389 3748

E: dean@maloneysfinancialservices.com.au

W: www.maloneysfinancialservices.com.au Authorised

Representative Number: 1254815

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## **Privacy Act**

## **Privacy Policy Statement**

Maloney's Financial Services Pty Ltd ABN 27 098 758 877 AFSL No. 487886 L1 31 Newland Street Bondi Junction NSW 2022 Phone: 02 9389 0922

Fax: 029389 3748 Mob: 0418 264 892

Email: info@malonevsfinancialservices.com.au Website:

www.maloneysfinancialservices.com.au

#### Date 15th October 2019

Maloney's Financial Services Pty Ltd ("Maloney's Financial Services") abides by the Australian Privacy Principles (APPs) which is a part of the Privacy Amendment (Enhancing Privacy Protection) Act 2012, which amends the Privacy Act 1988.

## INFORMATION WE COLLECT

As a financial planning organisation we are subject to certain legislative and regulatory requirements which necessitate us obtaining and holding detailed information which personally identifies you and/ or contains information or an opinion about you ("personal information"). In addition, our ability to provide you with a comprehensive financial planning and advice service is dependent on us obtaining certain personal information about you, including:

- a) employment details and employment history;
- b) details of your financial needs and objectives;
- c) details of your current financial circumstances, including your assets and liabilities (both actual and potential), income, expenditure, insurance cover, estate planning and superannuation;
- d) details of your investment preferences and aversion or tolerance to risk;
- e) information about your circumstances, family commitments and social security eligibility.

#### 2 CONSEQUENCES OF NOT PROVIDING INFORMATION

Failure to provide the personal information referred to above may expose you to higher risks in respect of the recommendations made to you and may affect the adequacy or appropriateness of advice we give to you. We are required pursuant to the Corporations Act to collect sufficient information to ensure appropriate advice can be given in respect of recommendations made to our clients. If you elect not to provide us with the personal information referred to above; we may elect to withdraw our services if we believe we are unable to provide you with a complete service.

## 3. OPEN AND TRANSPARENT MANAGEMENT OF PERSONAL INFORMATION.

We are committed to being open and transparent about how we use personal information. Where our documents ask for personal information, we will generally state the purposes for its use and to whom it may be disclosed. If any of our documents do not clearly state the purposes for which we will use your personal information please ask us and we will clearly explain them to you.

We will not use your personal information for any purpose other than for which it was originally collected, unless you have given us your consent to do so, or unless it is reasonably expected that we will use the information for another purpose (a secondary purpose). An example of a secondary purpose is providing information in a court of law or dispute resolution.

Should we receive personal information that we have not asked for, we will establish whether the information could have been assessable and contained in a Commonwealth record and if the collection of this personal information was reasonably necessary or directly related to our service. Should the above not apply, we will as soon as practicable destroy the information.

While we may send you marketing material from time to time that we think will be useful to you, we are conscious of the need to respect your privacy. Unless you are informed otherwise, the personal information we hold is used for establishing and managing your financial products or services, reviewing your ongoing needs, enhancing customer service and product options and giving you ongoing information or opportunities that we believe may be relevant to your financial needs and other circumstances.

If, at any time, you do not wish to receive this information, you may contact us with this request. We will endeavour to meet your request within 2 weeks. We maintain a register for those individuals not wanting direct marketing material. Please refer to the end of this document for our contact details.

Maloney's Financial Services takes its obligations to protect your information seriously, this includes when we operate throughout Australia and overseas. As part of our operations some uses and disclosures of your information may occur outside your State or Territory and/or outside of Australia. We will obtain your consent prior to doing so.

# 4. INFORMATION COLLECTION POLICY

We will not collect any personal information about you except when you have knowingly provided that information to us or authorised a third party to provide that information to us. Generally, collection of your personal information will be effected in either face to face interview, over the telephone or by way of an online client engagement form. From time to time additional and/ or updated personal information may be collected through one or more of these methods. We will only collect, maintain and use personal information about you if it is necessary for us to adequately provide to you the services you have requested including:

- (a) the preparation of your financial plan;
- (b) the provision of financial planning advice to you;
- (c) making securities and investment recommendations;

- (d) reviewing your financial plan; reviewing securities and investment recommendations;
- (f) lodging or redeeming investments.

#### 5. INFORMATION DISCLOSURE

We will not use or disclose personal information collected by us for any purpose other than:

- (a) the purposes for which it was provided or secondary related purposes in circumstances where you would reasonably expect such use or disclosure;
- (b) where you have consented to such disclosure;
- (c) where the National Privacy Principles authorise use or disclosure where required or authorised under law, in circumstances relating to public health and safety and in connection with certain operations by or on behalf of an enforcement body.

This may involve the disclosure of your personal information. We are also obliged pursuant to the Corporations Act to maintain certain transaction records and make those records available for inspection by the Australian Securities and Investments Commission.

We may use the personal information collected from you for the purpose of providing you with direct marketing material, however you may, by contacting us by any of the methods detailed below, request not to receive such information and we will give effect to that request. Please allow two weeks for your request to be actioned.

We may disclose your personal information to superannuation fund trustees, insurance providers, and product issuers for the purpose of giving effect to your financial plan and the commendations made by us.

In order to ensure that you receive a personal and tailored service, your personal information will be made available to other advisers or employees of Maloney's Financial Services. It is a condition of our agreement with each of our advisers that they adopt and adhere to this privacy policy. You can be assured that your information will be maintained by any adviser or employee of Maloney's Financial Services in accordance with this policy. If you have any concerns in this regard, you should contact us by any of the methods detailed below.

We may disclose your personal information to external contractors for the following purposes:

- (i) storing information;
- (ii) audit of company accounts; and
- (iii) compliance framework review.

It is a condition of our agreement with each of our external contractors that they adopt and adhere to this privacy policy. We will confirm with external contractors that they have systems and procedures for handling personal information in accordance with this policy. If you have any concerns in this regard, you should contact us by any of the methods detailed below. We will advise you of any change in business circumstances that may affect the handling of your personal information.

## 6. STORAGE OF PERSONAL INFORMATION

Your personal information is generally held in your client file. Information may also be held in a computer database. We will at all times seek to ensure that the personal information collected and held by us is protected from misuse, loss, unauthorised access, modification or disclosure. At all times your personal information is treated as confidential and any sensitive information is treated as highly confidential. All record movements off premises are recorded in a central register. After hours access to our premises is controlled by allowing only personnel with security passes to access the premises. All computer- based information is protected through the use of access passwords on each computer. Data is backed up each evening and stored securely off site. In the event you cease to be a client of this organisation, any personal information which we hold about you will be maintained in a secure off-site storage facility, and destroyed after an appropriate period of time that complies with legislative and professional requirements (usually 7- 10 years).

## 7. ACCESS TO YOUR PERSONAL INFORMATION

You may at any time, by contacting us by any of the methods detailed below, request access to your personal information and we will (subject to the following exceptions) provide you with access to that information either by providing you with copies of the information requested, allowing you to inspect the information requested or providing you with an accurate summary of the information held.

We will, prior to providing access in accordance with this policy, require you to provide evidence of your identity.

We will not provide you access to personal information which would reveal any confidential formulae or the detail of any in house evaluative decision making process, but may instead provide you with the result of the formulae or process or an explanation of that result. We will not provide you with access to your personal information if:

- (a) providing access would pose a serious threat to the life or health of a person;
- (b) providing access would have an unreasonable impact on the privacy of others;
- (c) the request for access is frivolous or vexatious;
- (d) the information related to existing or anticipated legal proceedings between us, and would not be discoverable in those proceedings;
- (e) providing access would reveal our intentions in relation to negotiations with you in such a way as to prejudice those negotiations;
- (f) providing access would be unlawful;
- (g) denying access is required, or authorised by or under law:
- (h) providing access would be likely to prejudice certain operations by, or on behalf of an enforcement body, or an enforcement body requests that access not be provided on the grounds of national security. We will endeavour to respond to any request for access within 14 to 30 days depending on the complexity of the information and/ or the request. If your request is urgent please indicate this clearly. In the event we refuse you access to your personal information, we will provide you with an explanation for that refusal.

## 8. CORRECTION OF PERSONAL INFORMATION

We will endeavour to ensure that, at all times, the personal information about you which we hold is up to date and accurate. In the event that you become aware, or believe, that any personal information which we hold about you is inaccurate, incomplete or outdated, you may contact us by any of the methods detailed below and provide to us evidence of the inaccuracy or incompleteness or out datedness and we will, if we agree that the information requires correcting, take all reasonable steps to correct the information.

## 9. COMPLAINTS

If you wish to complain about any breach or potential breach of this privacy policy or the National Privacy Principles, you should contact us by any of the methods detailed below and request that your complaint be directed to the Privacy Officer. Your complaint will be considered within 7 days and responded to. It is our intention to use our best endeavours to resolve any complaint to your satisfaction; however, if you are unhappy with our response, you are entitled to contact the Office of the Privacy Commissioner who may investigate your complaint further.

## 10. ADDITIONAL PRIVACY INFORMATION

Further information on privacy in Australia may be obtained by visiting the web site of the Office of the Federal Privacy Commissioner at www.privacy.gov.au.

# 11. CONTACT DETAILS

If you have query relating to our privacy practices please contact us at: Compliance Coordinator Maloney's Financial Services Pty Ltd PO Box 18 Bondi Junction NSW 1355.