

# Credit Guide

This is the Credit guide of Yellow Brick Road Finance Pty Limited ACN 128 708 109, Australian Credit Licence 393195. We are licensed to arrange loans and leases under the National Consumer Credit Protection Act 2009.

**March 2016**

This Credit Guide provides you with important information about:

- Yellow Brick Road Finance Pty Limited and its credit representatives; and

Those representatives (Wealth Managers) will provide you with the credit services described in this document.

This guide contains the following:

- Credit Guide; and
- Our dispute resolution procedures.

Yellow Brick Road Finance Pty Limited Australian Credit Licence 393195.

**This should be read in conjunction with a Wealth Manager Profile which will be provided by your Yellow Brick Road Wealth Manager.**

## About this Credit Guide

This Credit Guide is designed to assist you in deciding whether to use the services we offer.

## Services we provide

We will provide you with information on a range of lenders and products. Once you have chosen a loan or lease that is suitable for you, we will help you to obtain an approval.

## Our Associations and Relationships

Yellow Brick Road Finance is a wholly owned subsidiary of Yellow Brick Road Group Pty Limited.

We source finance from a panel of lenders. The lenders named below are the six lenders with whom we conduct the most business:

- YBR (Macquarie)
- ANZ
- NAB
- Commonwealth Bank
- Westpac
- ING Direct

## Our Responsible Lending Obligations To You

We are obliged to ensure that any loan or principal increase to a loan we help you to obtain or any lease we help you enter is not unsuitable for you. To decide this, we may need to ask you some

questions in order to assess whether the loan or lease is not unsuitable. The law requires us to:

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

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

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

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved. For this reason we must ask you to provide a significant amount of information. It is important that the information you provide us is accurate, complete and up to date, as if we proceed on incomplete or incorrect information, you may be in breach of your legal obligations to the lender.

We will provide you with a copy of our preliminary credit assessment of your application if you ask within seven years of when we provided assistance you. This requirement is only triggered if we give you credit assistance.

## Our Fees and Charges

Generally, no fees or charges are payable by you to us for our credit assistance. In some instances a fee for service may be required. Details of these fees will be set out in a credit quote.

However, you may be charged a lender's application fee, valuation

fees and other fees associated with the loan. These fees are not charged by us and will be disclosed to you prior to submission of the credit application. Please note, however, that if a valuation is conducted and you ultimately choose not to proceed with the loan, you may be liable for the valuation fees.

## Commissions

We may receive commissions from the lenders and lessors who provide finance for you as our customers. These fees are not payable by you. You may obtain information relating to reasonable estimates of those commissions and how they are calculated.

When we provide you credit assistance, you may obtain from us a reasonable estimate of the commission likely to be received, directly or indirectly by Yellow Brick Road Finance and its credit representatives.

We may from time to time receive financial or non-financial volume based benefits from YBR, lenders, lessors or others. Some or all of a commission received by YBR may be paid to the Credit Representatives.

## Loyalty Bonuses

YBR may pay Loyalty Bonuses/Commissions to our credit representatives for referring to YBR Diversification Partners such as YBR Conveyancing. Loyalty Bonuses and Commissions may vary between 20% and 25% of professional fees rendered by the Diversification Partner. These fees are not payable by you.

## Referral Fees

We may pay a referral fee (i.e. commission) for third party referrals. Referrers may differ for different representatives. An example of a referrer would be a real estate agent or solicitor. This fee is not payable by you. This fee will be disclosed in the Credit Proposal Disclosure Document. You may on request obtain a reasonable estimate of the amount of commission and how it is calculated.

Yellow Brick Road Finance and your representative may also receive a benefit for referring you to other specialist service providers.

## Our Dispute Resolution Procedures

### Internal Dispute Resolution

If you are unhappy with our services, please contact us first by contacting our Complaints Manager on the following:

#### YBR Head Office (Complaints Manager)

Telephone	02 8226 8212
Email	complaints@ybr.com.au
Fax	02 8226 8201
Post	GPO Box 5002, Sydney NSW 2001
Website	www.ybr.com.au

We will try to deal with your complaint within 45 days. If you want more information about our internal dispute resolution procedure, please contact us.

If you are unhappy with any decision or the handling of a complaint by us, you can refer your complaint to one of our external dispute resolution providers below. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

### For complaints, you can contact:

#### Credit and Investments Ombudsman Ltd (CIO)

Telephone	1800 138 422
Email	info@cio.org.au
Fax	02 9273 8440
Post	PO Box A252 Sydney South NSW 1235
Website	www.cio.org.au

## Things you should know

- You should ensure that you have approved finance, in writing from the lender, before entering a binding contract to purchase.
- It is important you understand your legal obligations under the loan, and the financial consequences. If you have any concerns, you should obtain independent legal and financial advice before you enter into a loan contract.
- We do not make any promises about the value or future prospects of any property you finance with us. You should always rely on your own enquiries.
- Before you accept your loan offer, make sure you read the credit contract carefully to understand full details of the loan. If you have any doubts, you should obtain independent legal and financial advice before you enter any loan contract.
- We represent lenders and have obligations to them, and in particular, to not provide any information we know is misleading or deceptive. We also have obligations under the law to report any fraud, forgery, or other illegal activities. Before using our services, it is important that you understand that we have these obligations to lenders and under the law.
- Yellow Brick Road Finance is required to have adequate arrangements in place to ensure you are not disadvantaged by any conflict of interest.