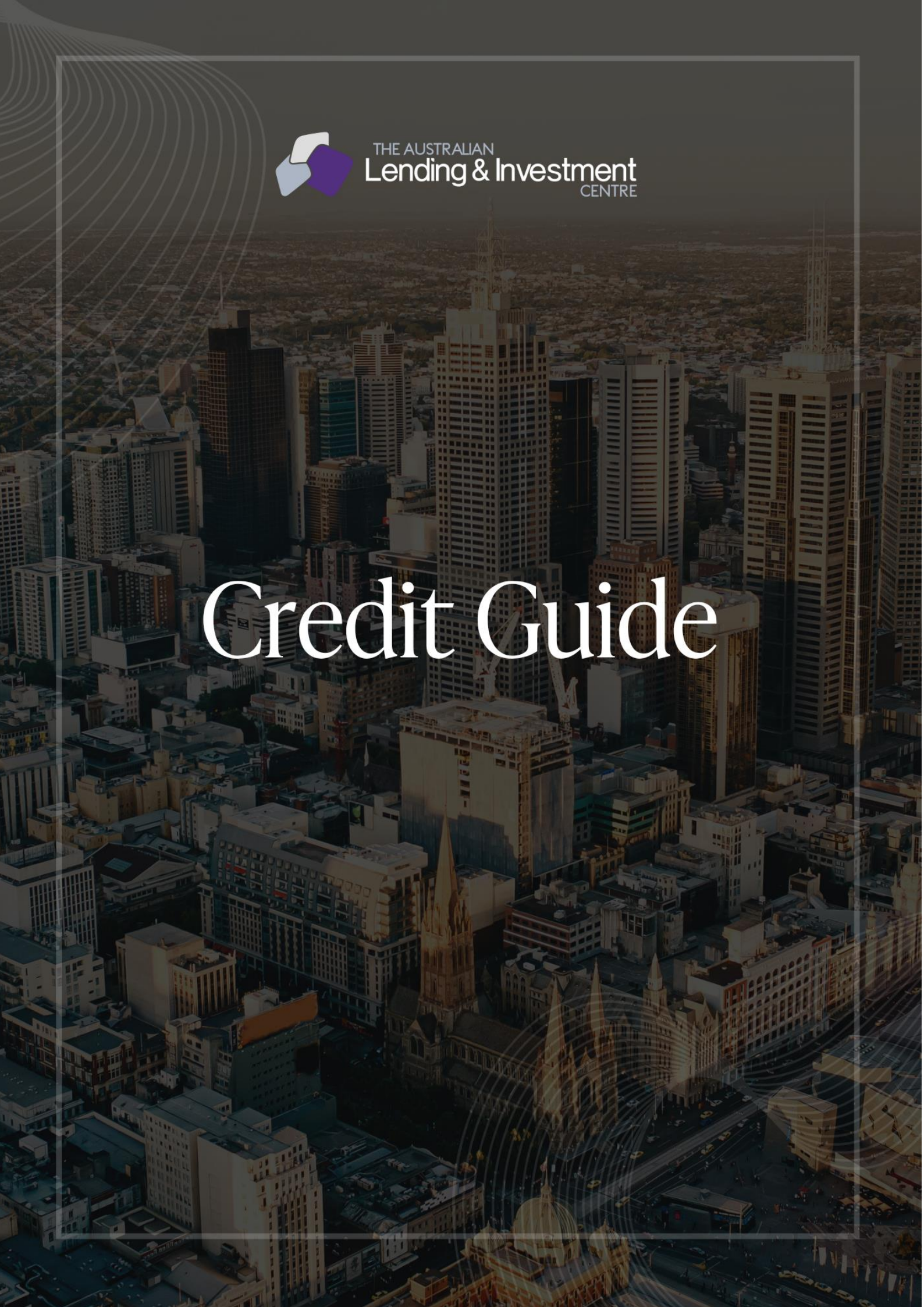
THE AUSTRALIAN
Lending & Investment
CENTRE

Credit Guide



Credit Guide

About Us

Ethical Lending Concepts Pty Ltd is licensed under the National Consumer Credit Protection Act 2009. The details of our licence are as follows:

Licensee Name	Ethical Lending Concepts Pty Ltd
Address	level 27, 360 Collins Street Melbourne
Telephone	1300 254 228
Email	enquiries@alic.com.au
Australian Credit Licence Number	382715

Your Best Interests

Our broker's priority is to you, their customer. We require our brokers place your finance needs above those of anyone else.

Our brokers are required to be transparent about products, your options, applicable fees, and charges as well any conflicts of interest. They will communicate in simple to understand language and act with the highest standards of integrity. They are committed to ensuring the product selected will meet your needs, requirements and be in your best interests at the time of assisting you obtaining finance.

Credit Guide

This Credit Guide contains important information about us, the services we provide and the activities of the credit representative operating under our credit licence. It also contains:

- information about fees and charges that may be payable by you to us
- commissions that we may receive when we are acting as a credit representative
- commissions that we may pay to third parties for introduction of business, and information about what you should do if you have a complaint or dispute regarding our services and activities.

We are required to provide this document to you as soon as practicable after it becomes apparent that we are likely to provide credit assistance to you. We provide “credit assistance” when we:

1. Suggest or assist you in applying for:
   a. a particular loan with a particular lender;
   b. an increase to an existing loan with a particular lender; or
2. Recommend that you remain in an existing loan contract.

Preliminary Assessment

Prior to providing credit assistance to you, we must assess whether the particular loan is “unsuitable”. A loan will be “unsuitable” based on the information you provide to us if:

1. You will be unable to repay the proposed loan or will only be able to repay the proposed loan with substantial hardship; or
2. The proposed loan does not meet your requirements and objectives.

We are required to document our findings that the proposed loan is not unsuitable by way of completing a Preliminary Assessment. The Preliminary Assessment will set out your:

- requirements and objectives:
- financial and relevant personal situation; and
- ability to repay the proposed loan repayments.

We are also required to take reasonable steps to verify information provided by you to us.
This verification may include:

- requesting you for copies of documents that demonstrate your financial situation - in some cases we may also need to sight original documents; and
- contacting third parties to assist in verifying the information that you provide.

Obtaining a copy of the Preliminary Assessment
If we provide you with credit assistance, you may request a copy of our Preliminary Assessment anytime for up to 7 years and we must provide you with a copy of the assessment within the following timeframes:

Your request is made:	We will give you your assessment:
Before the Credit Day*	As soon as possible after we receive your request
Up to 2 years after the Credit Day	Within 7 business days after we receive your request
Between 2 to 7 years after the Credit Day	Within 21 business days after we receive your request

*The Credit Day is the date the credit contract (i.e. the loan) is settled or the loan amount is increased. There is no charge for requesting or receiving a copy of the Preliminary Assessment.

Fees and charges that are payable by you in relation to our credit assistance

We may charge a fee for providing credit assistance to you. If applicable, details about those fees payable by you will be set out in a Credit Quote which we will give you prior to submitting your loan application.

Other fees and charges
You may have to pay other fees and charges (such as application fees, valuation costs and other applicable fees) to the lender or other parties. You should review the particular loan contract documentation for further details of any such fees and charges.

How do we get paid?

Our aggregator receives commission from the lenders and then pays us commission in relation to loan contracts (such as home and investment property loans).

An upfront commission is payable by lenders in relation to settled (drawn-down) loans and is calculated as a percentage of the loan amount. It is usually paid after settlement of the loan.

Trail commission is payable by lenders in relation to settled (drawn-down) loans. It is calculated monthly on the outstanding loan balance and is paid in arrears.

The upfront and trail commissions that we are paid by lenders are not payable by you. Details of commission to be received will be included in the Summary of Requirements and Credit Proposal document that we will provide you with when credit assistance is provided.

From time to time, we may also receive a non-commission benefit by way of training, professional development, entertainment, gift, conference attendance, sponsorship, or entry into a competition run by a lender or my aggregator, at no extra cost to you. The nature of such arrangements are temporary,

and the occurrence and amounts are often not readily ascertainable, however if they are apparent as a result of assisting you with credit assistance, this will be disclosed to you.

Other people we deal with

Our aggregator
We have approval to utilise credit providers and their lending products through the services of our aggregator Connective Broker Services Pty Ltd ABN 77 161 731 111, Credit Representative 437202 authorised under Australian Credit Licence 389328. The aggregator charges us a fee depending on our contract arrangements, consisting of:

- a share of commission that is paid by the particular lender
- a membership fee for our business
- a monthly fee for each of our accredited loan writers.

Commissions paid by Connective's lender panel are transparent and do not influence the broker or consumer choice. Connective is committed to quality consumer outcomes in all circumstances.

Referrers and referral fees
We obtain referrals from a range of sources, including accountants, financial planners, real estate agents and other people. If you were introduced or referred to us, we may pay the referrer a commission or a fee.

Details of any commission or fees being paid to the referrer will be included in the Summary of Requirements and Credit Proposal document.

Dispute resolution and complaints

We are committed to providing you with the best possible service, however we understand there may be times where you are not satisfied. If this occurs, please inform us verbally or in writing with the exact details of your complaint, so we can work towards a prompt and fair resolution.

If we are unable to reach a satisfactory resolution, you can make a complaint in writing to the Australian Credit Licence holder, Ethical Lending Concepts Pty Ltd. With regards to complaints resolution, we are mindful of the need to ensure that consumers are treated fairly and with respect during the complaints handling process. Any dissatisfaction with a credit representative operating under the licence will be handled in an efficient, timely and effective manner in accordance with ASIC regulations of Internal Dispute Resolution (IDR).

Ethical Lending Concepts Pty Ltd details are:

Attention:	Compliance and Complaints Handling Officer
Phone:	1300 254 228
Email:	enquiries@alic.com.au
Website:	https://www.alic.com.au
Mail:	level 27, 360 Collins Street Melbourne

We hope that you will be satisfied with how we deal with your complaint. However, if your concerns remain unresolved, or you have not heard from us within 30 days, then you can have your complaint heard by an independent party. The complaint can be lodged with the Australian Financial Complaints Authority (AFCA):

Phone:	1800 931 678 (free call)
Email:	info@afca.org.au
Website:	www.afca.org.au
Mail:	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

Things you should know

We don't provide legal or financial planning advice. It is important you understand your legal obligations under the loan contract and the financial consequences. If you have any doubts, you should obtain independent legal and financial planning advice before you enter any loan.

Our lender panel

We are authorised to engage in credit activities and therefore provide assistance to obtain loans for you from a panel of lenders. The following are the lenders through which we have conducted the most business over the last 12 months.

Ethical Lending Concepts Pty Ltd's top six lenders are as follows:

1. Westpac
2. St George Bank
3. ANZ
4. Commonwealth Bank
5. NAB
6. Macquarie Bank

Lender data

This section provides information about the lenders we are accredited with and loans settled with these lenders in the last financial year.

Lenders	% of total settlements

Panel lenders available and those with whom we hold accreditation:

Lenders available	Lenders I am accredited with
AMP	☒
ANZ	☒
Aussie Bonds	☒
Australian Military Bank	☒
Auswide Bank	☒
Bank of China	☒
Bank of Melbourne	☒
Bank of Queensland	☒

Bank SA	☒
Bankwest	☒
Better Choice Home Loans	☒
Better Mortgage Management	☒
Bluebay Home Loans	☒
Commonwealth Bank	☒
Connective Advance (Thinktank)	☒
Connective Bridge (Bridgit)	☒
Connective Complete (Connective)	☒
Connective Elevate (Bluestone)	☒
Connective Essentials (Advantedge)	☒
Connective Horizon (Brighten)	☒
Connective Reverse (Household Capital)	☒
Connective Select (Bendigo Bank)	☒
Connective Skip (Skip)	☒
Connective Solutions (Pepper Money)	☒
Deposit Power (Deposit Bonds)	☒
Firefighters Mutual Bank	☒
Firstmac	☒
Gateway Bank	☒
Granite Home Loans	☒
Health Professionals Bank	☒
Heritage Bank	☒
HomeStart Finance	☒
ING	☒
Keystart Home Loans	☒
La Trobe Financial	☒
Macquarie Bank	☒
ME Bank	☒
MyState	☒
NAB	☒
Newcastle Permanent	☒
ORDE Financial	☒
OwnHome	☒
P & N Bank	☒

Paramount Mortgage Services	☒
People First Bank	☒
Pepper Money	☒
RedZed	☒
Resimac	☒
St George Bank	☒
Suncorp Bank	☒
Teachers Mutual Bank	☒
Ubank	☒
UniBank	☒
Westpac	☒

Entertainment and hospitality register

We hold and maintain an entertainment and hospitality register. A copy can be provided on request.

Further Information

For more information regarding this Credit Guide or anything else about our services, just contact us at any time. We're here to assist you.

Privacy disclosure statement and consent

Part A

Overview
In handling your personal information, Ethical Lending Concepts Pty Ltd ATF Ethical Lending Concepts Unit Trust ABN 55612125145 and its individual representatives ("the Broker") are committed to complying with the Privacy Act 1988 and the Australian Privacy Principles.

The Brokers are authorised as credit representatives of Ethical Lending Concepts Pty Ltd Australian Credit Licence 382715. Any references to "we, us, our" are to the Broker and will include reference to our aggregator, Connective Broker Services Pty Ltd and any of its related companies ("Connective").

We collect information about you for the purposes you agree to in this Privacy Disclosure Statement and Consent ("Consent"). When you ask us to assist, you agree we can, consistent with Australia's privacy and credit reporting laws, collect, use and exchange consumer and/or commercial credit and personal information ("information") about you for those purposes.

We are collecting information about you, as applicable:

- To source for you, or a company of which you are a director:
  - Consumer credit for personal, household, domestic or residential investment purposes; or
  - Commercial credit for business purposes; or
  - Other services stated in this Consent; or
- To support a guarantor application, you will provide.

As your broker, we require the information we collect from you to assess your credit or guarantor application or the credit application of a company of which you are a director, to source a suitable credit provider and any required insurances and to manage the application process, where required. If you do not provide the information sought, we may be unable to process your application, or the company's application, or we may be limited in the other services we can offer you or the company.

Your information - Collection and Disclosure
The personal information we collect may include a broad range of information from your name, address, and contact details to other information about your qualifications, employment history and financial information.

"Personal information" may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have. We may use that information to assess your application and, where appropriate, to source a suitable credit provider or lessor and / or insurance provider. We may, as appropriate:

- Disclose your identification information to a consumer credit reporting service ("Consumer CRS") and/or a commercial credit reporting service ("Commercial CRS"), where we hold your consent (refer Schedule 1).
- Use any information a CRS provides in its report to assist us to preliminarily assess your credit or guarantor application (references to a "CRS" could be to either a Consumer CRS or a Commercial CRS).
- Disclose your information to an insurer or insurers to source any insurances you wish to obtain; and
- Disclose your information to our advisers, aggregators, licensees and other financial intermediaries, a credit provider or credit providers to apply for finance on your behalf.

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the Philippines, India and Nepal.

How we protect your information

We take all reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or exposure. All Connective staff are required by the terms of their employment to maintain the confidentiality of customer information. Access to your information is restricted to those employees whose job requires that information. Access to our premises and computer systems is restricted through locks, password protection, internet firewalls and routers.

We will take reasonable steps to destroy or de-identify your personal information when your personal information is no longer required for our business functions.

Credit Providers

As part of providing our services to you, we may undertake tasks for a credit provider which are reasonably necessary to manage the application process. When doing so, we are acting as agent for the credit provider, with the same privacy law requirements applying to both of us.

We may submit your application to one or more credit providers. A full list of the lenders (credit providers) we have access to can be found at:

- www.connective.com.au/mortgage-broking/connective-lender-panel; and
- www.connective.com.au/connective-asset-finance/connective-asset-finance-lender-panel.

A credit provider, to whom we submit an application, may disclose information about you to, and collect information about you from, one or more CRS.

The website of each credit provider contains details of each CRS with which it deals and other details about information held about you, including whether that information may be held or disclosed overseas and, if so, in which countries. The websites also describe your key rights. These details may be described on the credit providers' websites as 'notifiable matters', 'privacy policy', 'credit reporting policy' or 'privacy disclosure statement and consent', or similar.

For each Consumer CRS a credit provider uses, the website details will include the following specific information:

- That the CRS may include information the credit provider discloses about you to other credit providers to assess your credit worthiness.

- That, if you become overdue in making consumer credit payments or commit a serious credit infringement, the credit provider may disclose that information to the CRS.
- How you can obtain the credit provider's and/or the CRS's policies about managing your information.
- Your right to access and/or correct information held about you and to complain about conduct that may breach the privacy and credit reporting laws.
- Your right to request a CRS not to undertake pre-screening for purposes of direct marketing by a credit provider.
- Your right to request a CRS not to release information about you if you believe you are a victim of fraud.

This detail will also be included by the credit provider who approves your application in the privacy disclosure statement and consent document it will provide to you.

Each credit provider website includes information on how to contact it and how to obtain a copy of its privacy documents in a form that suits you (e.g. hardcopy or email).

You agree we may:

- Use your information:
  - To assess your consumer or commercial credit and/or guarantee application and/or to assess a credit application by a company of which you are a director.
  - To source any finances you require.
  - To source any insurances you require.
  - As the law authorises or requires.
- Disclose to, and obtain from, any prospective credit provider or insurer, information about you that is reasonably necessary to obtain the finance and insurances you require.
- Obtain from, and disclose to, any third party, information about you, the applicant(s) or guarantor(s) that is reasonably necessary to assist you obtain the finance and insurances required.
- Provide your information, including your credit report(s), to one or more of the credit providers so they can assess your application, or the application of a company of which you are a director, or your suitability as a guarantor.
- Provide information about you to a guarantor, or prospective guarantor.
- Disclose your information to the extent permitted by law to other organisations that provide us with services, such as contractors, agents, printers, mail houses, lawyers, document custodians, securitisers and computer systems consultants or providers, so they can perform those services for us. Some of which may be located overseas.
- Disclose your information to any other organisation that may wish to acquire, or has acquired, an interest in our business or any rights under your contract with us, or the contract with us of a company of which you are a director.

Your rights

You have the right to ask:

- Us to provide you with all the information we hold about you.
- Us to correct the information we hold if it is incorrect.
- Us for copies of our privacy policy and this document, in a form that suits you (e.g. hardcopy or email).
- A CRS not to use your information for direct marketing assessment purposes, including pre-screening.

- A CRS to provide you with a copy of any information it holds about you.
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You can gain access to the information we hold about you by contacting our Privacy Officer at the following address:

Level 27 360 Collins Street
Melbourne, VIC, 3000

In some cases, an administration fee may be charged to cover the cost of providing the information. Our Privacy Policy also deals with our complaints process and is available on our website or we will provide you with a copy if you ask us. Schedule 1 at the end of this document sets out the contact details for each CRS.

Extended Effectiveness for Commercial Credit
Your agreement and consent to the disclosures and consents in this document will be effective for a period of 12 months, but only in relation to commercial credit. Your agreement to this ceases when you either withdraw it by contacting us using our details above or 12 months after you sign below, whichever first occurs. This will allow us to continue to provide our services to you without the need to ask you to sign a new privacy statement and consent each time you require commercial credit within a 12-month period. The extended effectiveness does not apply in relation to consumer credit.

Where the applicant, or guarantor, is a company of which you are a director, you consent to the disclosure and use of your information, in addition to the company's information, in each of the ways specified in this document.

Your consent to collect and disclose
By asking us to assist, you consent to the collection and use of the information you have provided to us for the purposes described above.

For more information on your privacy rights please visit www.privacy.gov.au