



23beaches FINANCIAL SOLUTIONS

## **FINANCIAL SERVICES GUIDE & Privacy Policy**

Version 7.1

20 April 2017

### **Your Adviser**

Chris Malicki

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23 Beaches Pty Ltd  
Dover Corporate Authorised Representative Number

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### **Dover Financial Advisers Pty Ltd**

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## **About your Adviser and Dover Financial Advisers Pty Ltd (“Dover”)**

Chris joined the industry after completing his University Degree with a Bachelor of Management in 2001. Chris started his career in the administration of superannuation, pension & investment accounts at MLC.

In 2005 Chris joined a financial planning and accounting firm in Brookvale as a Financial Planner, and in 2010 became the Principal Adviser running the Financial Planning Division.

Chris believes in making the complex world of financial planning simple to understand. He does not recommend any investment, insurance, mortgage product that he or his family are not in themselves – making him a person of his convictions.

Chris is a regular presenter on 2GB 873 and Northern Beaches Community radio talking about the world of finance and financial planning.

Chris is a keen sportsman, who has been involved in many sporting teams in the northern beaches over the years including soccer, basketball, swimming and golf. Chris now resides in Collaroy Plateau with his partner (she is also a financial planner) and his children.

### **Education**

St Augustine’s College Brookvale Class of 1997

Bachelor of Management 2001

Diploma of Financial Services (Financial Planning) 2005

Advanced Diploma of Financial Services (Financial Planning) 2006

MLC Adviser Scholarship Program 2007

Quality Advice Accreditation 2009

Certified Financial Planner (CFP) 2013

Certificate IV in Finance and Mortgage Broking 2017

Chris is also a CFP Professional member of the Financial Planning Association (FPA)

Your Adviser is Chris Malicki. Your Advisor is employed by 23 Beaches Financial Solutions, a Corporate Authorized Representative of Dover. Your Adviser is the “providing entity” for the purposes of the Corporations Law. The Adviser is an authorised representative of Dover.

Dover holds Australian Financial Services Licence (“AFSL”) Number 307248 and has authorised the creation of this Financial Services Guide or FSG.

Dover has authorised representatives across Australia who provide quality advice to clients. Your Adviser has experience creating and implementing financial plans to maximise client financial profiles.

Your Adviser through Dover has a limited authority to provide advice on:

- \_ \* investments (shares, cash and managed investments);
- \_ \* The set up of a Self Managed Superannuation Fund (SMSF);
- \_ \* your existing superannuation holdings;
- \_ \* contributions to your superannuation;
- \_ \* life insurances and other risk insurances;

- \_\* debt management;
- \_\* cash-flow management;
- \_\* pensions from your superannuation; and
- \* “class of product” advice about a range of products.

As this is a limited authority, your Adviser will not be providing you with any further investment advice beyond this authority.

The Corporations Act 2001 defines various financial products and regulates the way in which consumers can be advised about those products. Dover has a list of approved financial products for authorised representatives. This list of approved financial products is one of the longest of any financial planning service in Australia. Ask your Adviser if want a copy of Dover’s Approved Product List (“APL”).

### **The purpose of this financial services guide (“FSG”)**

This FSG is an important document that explains how we provide financial product services to you.

This FSG is to be read in conjunction with Dover’s Client Protection Policy (“CPP”) which sets out a number of important client protections designed to ensure every Dover client gets the best possible advice and the maximum protection available under the law.

A copy of Dover’s CPP which forms part of the FSG can be accessed here: [Dover's Client Protection Policy](#)

You should read this FSG and Dover's CPP carefully before using our services and these documents form part of our contract. It is intended to give you sufficient information to decide whether to obtain financial services from us.

Most of the content of this FSG and Dover's CPP is dictated by the Corporations Act and is mandatory under that law, so bear with us regarding its form and content. Please feel free to contact us by telephone, e-mail or writing should this FSG be unclear or should you have any concerns about our services.

This FSG and Dover's CPP explains:

1. who we are;
2. how you can contact us;
3. what documents you will receive from us;
4. the financial services we provide;
5. any potential conflicts of interest;
6. our privacy policy;
7. our internal dispute resolution procedures;
8. our external dispute resolution procedures;
9. our compensation arrangements, i.e. our professional insurance arrangements;
10. warning on the limits of your adviser's authority from Dover;
11. your understanding of your SOA;;
12. disclosures required by ASIC;
13. our obligations as adviser and client;
14. additional disclosures for risk insurance contract, SMSF and taxation advice;
15. minimum holding period on investments; and
16. ASIC information forming part of our advice to you.

### **Warning on the limits of your adviser's authority from Dover**

This is a clear and prominent warning from Dover on the limits of your adviser's authority.

You should consider these limits before deciding to acquire financial services through your adviser and you should not acquire these services unless you understand and accept these limits. This warning is part of Dover's commitment to the highest possible compliance standards. These standards include making sure you know the limits of your adviser's authority before you decide to acquire a financial service.

Under the Corporations Act Dover is not responsible for anything done by your adviser which is not within the authority provided by Dover in these circumstances.

Your adviser is only authorised to provide advice that complies with the Corporations Act and the related regulations and regulatory guidelines. Your Adviser cannot provide advice or do anything else which breaches a law or an ASIC regulation, is outside of Dover's AFSL or which is not in your best interests or appropriate to your circumstances.

The limits on your adviser's authority include:

- ❏ failing to disclose a commission or other amount payable by any person other than you;
- ❏ failing to disclose a conflict of interest;
- ❏ theft or any other fraudulent activity;
- ❏ churning an insurance policy, i.e. an inappropriate recommendation for a new insurance policy for the purpose of generating a commission or a similar fee;
- ❏ failing to adequately research a recommended financial product;
- ❏ failing to consider your circumstances when recommending a financial or service;
- ❏ failing to provide personal advice in the form required under the Corporations Act;
- ❏ transferring money to or from an account without your written consent for that specific transfer;
- ❏ acquiring or disposing of a financial product without your specific written consent;
- ❏ recommending a financial service that a reasonable financial planner would not recommend;
- ❏ failing to advise you of a tax liability, stamp duty or similar cost of a recommended action;
- ❏ failing to advise you of a negative consequence of a recommended action; or
- ❏ any act that breaches a law of Australia or a state of Australia including the law of negligence, the criminal law and the corporations law or any ASIC regulation or regulatory guideline.
- ❏ failing to advise you of a negative consequence of a recommended action;
- ❏ any act that breaches a law of Australia or a state of Australia including the law of negligence, the criminal law and the corporations law or any ASIC regulation or regulatory guideline; or
- advising on “off the plan” or similar property purchases.

Your adviser must observe these limits on his or her authority as part of the contract with you.

Dover’s license can be read here: [Dover’s License](#). We ask that you read Dover’s license and understand the limits on your adviser’s authority before you decide to accept our advice.

### **Product disclosure statements (“PDSs”)**

If we recommend a particular product, we must provide you with a PDS for that product.

The PDS contains the information needed for an informed decision about acquiring a product.

The PDS detail costs and product fees including commissions, and is usually created by the financial institution providing the product.

### **Getting started with Dover**

Getting started with Dover is easy. Simply contact your Adviser to arrange a meeting.

To ensure that this meeting covers all aspects of your financial management we ask that you complete the ‘fact finder’ attached to this Financial Services Guide. Ideally, this should be done a few days before we meet with you. This gives us the opportunity to review your information and prepare ourselves well ahead of our initial meeting.

The fact finder asks for an extensive amount of information and it may take time to gather it. Please take the time to do this.

We also appreciate a copy of the most recent accounts and tax returns for you and any related entities such as a trust or a self-managed superannuation fund.

Please provide us with any other information that you feel is relevant to your circumstances.

### **Getting to know you**

We aim to provide advice that suits your circumstances and is generally appropriate and relevant to you. To do this we must first understand your financial profile.

A detailed client questionnaire ('fact finder') is attached to this FSG. This fact finder is an important document and you should complete it carefully, either before or during our first meeting. The more information you provide the better our advice will be.

### **Delivery of advice**

Once we have met and determined a draft plan for you, we will prepare a 'statement of advice' or "SOA". The SOA will be in writing and will be delivered to you via email. A paper copy may also be presented in person or via post as requested. Your SOA contains the information needed to understand our advice and the basis on which it is made. It includes information about:

1. the specific advice;
2. the reasons for the specific advice;
3. any fees;
4. any associations or relationships that may influence the advice;
5. the implementation plan;
6. any other relevant matters; and
7. Dover's Client Protection Policy.

We will also provide other documents as needed. These documents may include educational material or PDSs, as discussed above.

### **Record of advice**

Once you have been provided with a SOA further advice may be provided in a form known as a record of advice or "ROA", provided there has been no change in your personal circumstances or the basis of the advice set out in the SOA.

### **Retention of SOA and ROA**

We retain all SOAs and ROAs for at least seven years and you may request a copy of the SOA or ROA at any time within that period. This request may be verbal or in writing.

### **Implementation of advice**

Our statement of advice will contain instructions on how the advice should be implemented. We will work with you to ensure that the advice is properly implemented.

**Time limits and responsibility for implementing our advice**

You should not act on any recommendation after thirty days of the date of the statement of advice without our written confirmation that our recommendations are still suited to you.

No responsibility will be taken for any advice acted on after thirty days without our separate written confirmation that the advice is still suited to you.

We will not be responsible for any losses connected to our advice if it is not implemented by us, if you do not engage us as your adviser or if you cease to engage us as your adviser.

## **Dispute resolution**

Dover provides a dispute resolution services to its clients. This obligation is a key tenet of the consumer protection principles of the Australian Financial Services Licensing system.

If you have a complaint about any services you should:

1. contact your Adviser by telephone to explain your situation and let him or her know of your concerns. Your Adviser will do everything possible to resolve your complaint promptly;
2. if this does not resolve your complaint, put your complaint in writing addressed to Dover Compliance at PO Box 209, Black Rock VIC 3193 where it will be objectively considered and discussed with you and your Adviser with a view to being settled as soon as possible to your satisfaction; and
3. if your complaint is not resolved to your satisfaction by Dover, you can access our external dispute resolution scheme. Dover is a member of the Credit & Investments Ombudsman (CIO). CIO can be contacted on 1800 138 422 or [info@cio.org.au](mailto:info@cio.org.au). This is a free service to complainants.

## **Our fees and other charges: who receives the fees?**

Dover receives a monthly payment from your Adviser and does not receive any other payment from any person in respect to the services provided to you by the Adviser. Any commission received by Dover is passed on to your Adviser.

Your Adviser will provide you with full details of all fees before doing any significant work for you. Fees will be explained in your meeting and detailed in a statement of advice. Your adviser will also provide you with a detailed breakdown of ongoing fees on an annual basis in a fee disclosure statement.

If your Adviser is employed by a Corporate Authorised Representative your Adviser may be paid a salary or receive profit share from fees and commission paid to that Corporate Authorised Representative.

In the following paragraphs we will refer to your Adviser receiving all fees, for simplicity.

## **Our fees and other charges: how are they calculated?**

Our agreed advice fees may include charges for:

1. Initial advice; and/or
2. Ongoing advice,

Your Adviser may receive:



1. fees paid directly by you, based on time, the amount invested or some other agreed criteria.
2. a set dollar amount or percentage-based fee that is agreed between you and us and paid via your product; and/or
3. For services in relation to life insurance, banking deposit products, some loan products and older investment products, commissions may be paid by the product provider as follows:

Initial commission - a percentage of the value of your investment contributions, loan balance or insurance premiums; and/or

Ongoing commission - a percentage of the value of your investment balance, outstanding loan amount of premiums, usually calculated at the end of each month in which you hold the investment or loan, or on renewal of insurance products.

(For example. for life insurances and other risk insurances: up to 120% of the initial annual premium as an initial commission and up to 15% of the ongoing annual premium as a trailing commission. If the annual premium for a life insurance policy is \$1,000, your Adviser may receive \$1,200 in the first year and then \$150 each year thereafter)

Your Advisor may also provide you with a personally tailored service agreement or letter of engagement. This agreement or letter may contain details in relation to the initial and/or ongoing service offering and fees and should detail the actual remuneration arrangement between you and your Advisor. Your Advisor will provide you with further details where relevant.

Your Advisor will agree a basis for charging fees before providing any chargeable services to you.

Your Advisor does not receive 'soft dollar' (ie non-cash) payments for amounts greater than \$300 from any third party.

Your Adviser may receive a volume bonus on certain investments with the following organisations:

- IOOF (up to 0.2% of the funds under advice)\*;
- Colonial First State (up to 0.2% of the funds under advice)\*; and
- Asgard (up to 25% of net administration fee payable)\*\*

\* As an example, for IOOF and Colonial First State: If the funds under advice is \$100,000, your Adviser may receive up to 0.2% or \$200 every year.

\*\* As an example, for Asgard: If the net administration fee payable is \$500, your Adviser may receive up to 25% or \$125 every year.

You can ask for further details if this is of concern or interest to you. These details will be provided on request.

Fees will be advised in detail in writing in your SOA. Fees will also be advised in detail in the PDSs for recommended financial products.

If any fees are paid to a third person for referrals these fees will be detailed in your SOA.

### **Compensation arrangements**

Dover operates a compensation arrangement to compensate retail clients for losses connected to any breach of the Corporations Act or other law by your Adviser, Dover or other relevant persons.

These arrangements comprise comprehensive and extensive professional indemnity insurance. The insurance covers claims in relation to the conduct of former employees.

### **Anti-money laundering and terrorism legislation**

Dover must verify your identity before we provide any financial services. This will be discussed at our meeting.

### **Can Dover run an individually managed account?**

Dover's AFSL does not allow individually managed account or similar facilities.

Dover regards these facilities as excessively risky and does not allow its authorised representatives to provide them to clients.

### **Any questions?**

Please do not hesitate to contact your Adviser should you have any questions about your Adviser's services and how your Adviser and Dover can help you improve your financial position.

### **Acknowledgment of Receipt**

Please email me at [chris@23beaches.com.au](mailto:chris@23beaches.com.au) or sign below to acknowledge receipt of this Financial Services Guide version 7.1 dated 20 April 2017.

Client signature 1: \_\_\_\_\_

Client name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Client signature 2: \_\_\_\_\_

Client name: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

# Dover's Client Protection Policy

## Introduction

<http://www.dover.com.au/dovers-client-protection-policy/>

Dover's Client Protection Policy sets out a number of important client protections designed to ensure every Dover client get the best possible advice and the maximum protection available under the law. You should read each section of Dover's Client Protection Policy carefully and make sure you understand it and agree with it before you decide to accept our advice and instruct us to implement the advice.

Dover's Client Protection Policy sets out my obligations to you as my client and your obligations to me, and includes a clear and prominent warning on the limit of my authority from Dover.

These mutual obligations form part of our contract, and part of my duty of care to you as your adviser.

Please refer any questions or concerns regarding Dover's Client Protection Policy to Dover's Responsible Manager, Terry McMaster, at [terry@dover.com.au](mailto:terry@dover.com.au)

## 1. Warning on the limits of your adviser's authority from Dover

This is a clear and prominent warning from Dover on the limits of your adviser's authority.

You should consider these limits before deciding to acquire financial services through your adviser and you should not acquire these services unless you understand and accept these limits. This warning is part of Dover's commitment to the highest possible compliance standards. These standards include making sure you know the limits of your adviser's authority before you decide to acquire a financial service.

Under the Corporations Act Dover is not responsible for anything done by your adviser which is not within the authority provided by Dover in these circumstances.

Your adviser is only authorised to provide advice that complies with the Corporations Act and the related regulations and regulatory guidelines. Your Adviser cannot provide advice or do anything else which breaches a law or an ASIC regulation, is outside of Dover's AFSL or which is not in your best interests or appropriate to your circumstances.

Your adviser's authority does not include:

- o failing to disclose a commission or other amount payable by any person other than you;
- o failing to disclose a conflict of interest;
- o theft or any other fraudulent activity;
- o churning an insurance policy, ie an inappropriate recommendation for a new insurance policy for the purpose of generating a commission or a similar fee;
- o failing to adequately research a recommended financial product;
- o failing to consider your circumstances when recommending a financial or service;

- failing to provide personal advice in the form required under the Corporations Act;
- o transferring money to or from an account without your written consent for that specific transfer;
  - o acquiring or disposing of a financial product without your specific written consent;
  - o recommending a financial service that a reasonable financial planner would not recommend;
  - o failing to advise you of a tax liability, stamp duty or similar cost of a recommended action;
  - o failing to advise you of a negative consequence of a recommended action;
  - o any act that breaches a law of Australia or a state of Australia including the law of negligence, the criminal law and the corporations law or any ASIC regulation or regulatory guideline; or
  - o advising on “off the plan” or similar property purchases.

Your adviser must observe these limits on his or her authority as part of the contract with you.

Dover’s license can be read here: [Dover’s License](#). We ask that you read Dover’s license and understand the limits on your adviser’s authority before you decide to accept our advice.

## 2. Your understanding of your SOA

The Corporations Act in effect says you must be able to understand the concepts, words, phrases and sentences used in your SOA. You should read and understand the attached materials from ASIC that sets out the guidance on SOA: [IR 04-61 ASIC provides guidance on Statement of Advice](#) and [RG 90 Example Statement of Advice: Scaled advice for a new client](#)

If your SOA is not able to be understood you may be able to claim compensation through the [Credit and Investments Ombudsman](#) (“CIO”) for any loss suffered as a consequence.

You should not act on any aspect of this SOA unless you understand that:

- o every financial investment product has risk and can fall in value and
- o every risk insurance product is complex and may not cover you against every risk.

If you do not understand a concept, word, phrase or sentence used in this SOA you should ask me for a further explanation so that you do understand it. You should not act on any advice in this SOA unless you understand every word, phrase or sentence used in it, as well as its general intent and import.

You agree that if you act on our advice you will not subsequently claim to have not understood the general intent of this SOA or any word, phrase or sentence used in it.

## 3. Additional disclosures required by ASIC

The Australian Securities and Investment Commission (ASIC) publishes guidelines setting out certain matters that must be included in your SOA.

### Referral arrangements and fees

Dover does not have any referral arrangements which could influence this statement of advice and we have not paid any person for referring you to us other than as disclosed elsewhere in this SOA.

### **Conflicts of interest**

We do not have any relationships that may create a conflict of interest that would influence our advice to you.

### **Salaries to staff and other services to you**

The payment of staff salaries does not influence our advice in any way. The provision of accounting services and other business services to you for a fee does not influence our advice in any way.

### **Incomplete or inaccurate advice**

Our advice is only as good as the information you provide to us. We are required to warn you that the advice may be based on incomplete or inaccurate information relating to your relevant personal circumstances. Hence, before acting on the advice, you should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs.

You should not rely on our advice and you should contact us immediately to provide complete and accurate advice if the information you have provided to us is incomplete or inaccurate. We will then prepare a further statement of advice for you.

### **Research of financial products**

We have researched any financial products recommended in this SOA and believe they are appropriate to your personal circumstances and in your best interests under the Corporations Act.

### **Approved product list (APL)**

The recommended financial products are limited to those on our APL and do not include all available financial products. A copy of the APL can be provided to you upon request.

### **Risk disclosure and no guarantee of performance**

All investments, including products presented as “capital stable” or “conservative” contain some risk. So do investments that are not financial products, such as businesses and properties.

“Risk” means there is a possibility that you will lose capital value and/or the income from the financial product or other investment will be less than expected or performance will otherwise fall below expectations. This risk derives from the general economic environment as well as the specific circumstances of the product provider.

Accordingly we do not guarantee the performance of any investment in any way and we are not responsible if you lose capital value or the income from the investment is less than expected.

### **Financial service guide (“FSG”)**

You have received a copy of our FSG and you may request a further copy of our FSG at any time. Our FSG sets out certain information required under the Corporations Act and your responsibilities as a client and the provisions of the FSG are terms and conditions of our contract.

Our FSG may change from time to time and where it does the provisions of the new FSG are automatically included as terms and conditions of our contract.

### **Cooling off period**

There may be a cooling off period of 14 days on any financial products including insurance products we may recommend and you may change your mind without penalty during this period if you acquire such a product.

### **Protection of personal information**

Your personal information is protected by the privacy laws. This information will not be provided to anyone or used for any other purpose unless this is necessary to comply with the law. The Corporations Law requires your personal information to be retained by Dover Financial Advisers Pty Ltd for seven years.

### **Scope of advice**

Your SOA only relates to the specific matters contained in it and does not aim to cover all aspects of your financial profile. We are not responsible for any matter not covered by this statement of advice or any other matter potentially impacting your financial profile.

### **Time limits and responsibility for implementing our advice**

You should not act on any recommendation after thirty days of the date of the statement of advice without our written confirmation that our recommendations are still suited to you.

No responsibility will be taken for any advice acted on after thirty days without our separate written confirmation that the advice is still suited to you.

We will not be responsible for any losses connected to our advice if it is not implemented by us, if you do not engage us as your adviser or if you cease to engage us as your adviser.

### **Your goals and objectives**

Your SOA will help you achieve your goals and objectives, however, we do not guarantee your goals and objectives will be met. This will depend on the general economy, the regulatory environment, numerous decisions you make, and the performance of the financial products.

These matters are not within our control and therefore no promise is made regarding whether our recommendations will help you meet your goals and objectives.

### **Risk insurance advice**

ASIC has expressed concerns about churning risk insurance policies, i.e. the process of cancelling an existing policy and applying for a new policy without any real benefit to the client. Dover shares these concerns and does not allow churning. By accepting our risk insurance recommendations you acknowledge they do not comprise churning, are in your best interests, are appropriate to you and are not motivated by any other criteria.

## **4. Our obligations to each other as adviser and client**

The adviser-client relationship is an enduring relationship that carries on over the years.

The adviser-client relationship creates mutual obligations between us, as your adviser, and you, as our client. Each of us is required to actively engage in the advice process. This includes spending time becoming familiar with the advice and any financial products that we have recommended, making appropriate enquiries before deciding to accept our advice and ensuring that the advice remains appropriate to you over time as your preferences change and as the investment environment changes.

### **Our promises to you as your adviser**

We will use our best efforts to ensure our advice is in your best interests and appropriate to you.

We will notify you of any significant change in the law or investment world which may affect our advice to you provided you have a statement of advice from us that is not more than six months old and are an active client who is engaging with us on an on-going basis.

Our statements of advice and other services will be provided to you in accordance with Dover's Client Protection Policy.

Ours statements of advice and other services will be provided to you in accordance with the Corporations Act and the various regulatory guidelines and similar publications issued by the Australian Securities and Investment Commission.

We will observe all directions and instructions from Dover Financial Advisers Pty Ltd and adhere to its standards regarding the formulation and presentation of advices.

We will use our best efforts to ensure you receive exemplary service and the highest quality advice at all times in accordance with Dover's Client Protection Policy.

We agree that we are responsible to you for any losses caused by any breach by us of Dover's Client Protection Policy.

### **Your promises to us as our client**

You promise to take an active interest in the preparation and implementation of our advice and to ensure it remains appropriate to you and an effective strategy for improving your financial profile.

You must contact us every six months to request that we review our advice to you and up-date our advice for identified changes in your circumstances and the investment environment. You agree that six monthly reviews are an essential aspect of our relationship.

You are responsible for ensuring your bank account and investment account details including account numbers, passwords, PINs and similar information are kept confidential and that passwords and PINs are changed at least once a month.

You agree that Dover is not responsible for any losses incurred by you:

1. for any reason after six months from the date of our most recent statement of advice;
2. for any reason connected to the misuse of your bank account and investment account details by any person and any failure by any person to keep your account details, passwords, PINs and similar information confidential or any other cyber-security issues including the hacking of your computer records;
3. if you do not instruct us to implement our advice to you;
4. if you cease to engage us as your adviser or if you engage another financial planner; or
5. as a result of the insolvency or other financial failure of any life insurance office or other financial institution.

### **Protection of personal information**

Your personal information is protected by the privacy laws. Your personal information will not be provided to anyone or used for any other purpose unless this is necessary to comply with the law. The Corporations Law requires your personal information to be retained by Dover Financial Advisers Pty Ltd for seven years.

We confirm we have met the requirements of the Australian anti-money laundering laws and anti-terrorism laws and have retained proof of your identity on our files. No suspicious matters have been identified.

## **5. Additional disclosure if we are recommending a risk insurance contract**

### **Non-monetary matters impacting our advice to you**

The best insurances are rarely the cheapest insurances.

We have considered matters other than just premiums when selecting the insurer whose products are in your best interests and most appropriate to you.

These non-monetary matters include the scope of the insurance cover and the insurer's:

1. policy definitions for critical insured events (eg its definition of a heart attack)
2. reputation and corporate culture
3. philosophy on claims management and
4. general dealing with clients and their bereaved families.

We want to be as confident as possible that your claims will be paid in full and on time.

### **Your duty of utmost good faith**

You acknowledge that any risk insurance contracts are contracts of utmost good faith and this requires you to disclose to the insurer all information that may be relevant to a decision to accept your insurance application including your medical history. You undertake to disclose in writing to the insurer all such information. You indemnify and release each of the adviser and Dover from any responsibility for any loss caused to you or any related person as a result of any failure to disclose this information to an insurer.

### **New risk insurance contracts**

Sub-section 29(3) of the Insurance Contracts Act 1984 allows a claim to be denied by the insurer within three years of any new insurance policy being set up if the insured (ie you) failed to disclose all relevant facts. The three-year period starts afresh once a new insurance policy starts.

You should not cancel any old insurance contracts until the new insurance contracts are in place, otherwise you may not have a continuity of cover and may be uninsured.

### **The underinsurance problem**

The recommended sums insured are less than the amounts that would be recommended by many other financial planners, and some would say you are under-insured. You are aware of this, and have compromised on the sums insured due to competing claims on your budget.

The recommended sums insured are sensible compromises and, in summary, we believe they are appropriate to you having regard to your overall financial profile. Let me know if you are concerned with your under-insurance position and wish to increase the sums insured.

You agree to not complain or seek any form of compensation for any loss suffered as a result of being under-insured should an insured event occur.

### **Client must maintain all risk insurance policies for at least two years**

You agree to maintain all risk insurance policies for at least two years and you agree to compensate the adviser for commissions or other income that have to be re-paid to an insurer or other person if you fail to do this.



## **Indemnity and release regarding insured event occurring during the application period**

You indemnify and release the adviser against any responsibility for any losses suffered by you as a consequence of the insured event occurring from the time the application is lodged with an insurer until the time it is accepted by the insurer, or is not accepted by the insurer, and you accept that you may not have any insurance cover during the application period.

## **6. Additional disclosure if we are recommending you set up a SMSF**

ASIC has published two information sheets dealing with disclosure of information to clients about SMSFs. These are information sheet [INFO 205 "Advice on self-managed superannuation funds: disclosure of risks"](#) and information sheet [INFO 206 "Advice on self-managed superannuation funds: disclosure of costs"](#).

If you are setting up or retaining a SMSF we ask you to read each information sheet and afterwards refer to them as needed to remain aware of the risks and costs connected to running a SMSF.

If you set up or retain a SMSF you are deemed to have read these information sheets and understood and agreed to the risks connected to SMSFs identified by ASIC in these information sheets.

## **7. Additional disclosure if we are not providing specific taxation advice**

You undertake to get separate written advice from a registered tax agent or solicitor regarding the income tax implications of any proposed transaction before implementing your SOA. You indemnify and release Dover from any responsibility for any loss caused to you or any related person as a result of any failure to get this advice.

## **8. Minimum holding period on investments**

All investments recommended in your SOA should be held for a minimum holding period of at least ten years. This is notwithstanding any statement made by the product issuer or any other person in a product disclosure statement or similar document or else where in this statement of advice.

You agree that the performance of the investment will not be known and will not be able to be measured until the end of the minimum holding period and that no claim or complaint will be made regarding investment performance until the end of the minimum holding period.

## **9. ASIC information forming part of our advice to you**

The Corporations Act and the Australian Investments and Securities Commission (ASIC) requires us to provide you with general information about the class of financial products we recommend to you.

We satisfy this requirement by referring to relevant materials provided by ASIC and incorporating these materials into our advice to you, so that you can better understand our advice before you decide whether to accept it.

Incorporating the ASIC materials into our advice to you helps you understand our advice, how our advice is appropriate to you and in your best interest and our financial planning process generally and builds a better long-term client-adviser relationship.

You should read the following materials, including the linked materials, because they form an important part of our advice to you.

### ASIC's Money Smart website

The best source of information about financial products is ASIC's Money Smart website. You can access this website here: [www.moneysmart.gov.au](http://www.moneysmart.gov.au).

The following table directs you to the particular information on the Money Smart website relevant to each of the financial products we recommend you consider as part of this statement of advice.

This information forms part of our statement of advice to you.

<b>Financial Product</b>	<b>Additional materials forming part of this statement of advice</b>
Risk insurances generally	<a href="#">Additional information on risk insurances generally</a>
Life insurance	<a href="#">Additional information on life insurance</a>
Total and permanent disability insurance (TPD)	<a href="#">Additional information on TPD insurance</a>

Trauma insurance	<a href="#">Additional information on trauma insurance</a>
Income protection/continuance insurance	<a href="#">Additional information on income protection insurance</a>
Superannuation and retirement	<a href="#">Additional information on superannuation and retirement</a>
Self managed super funds	<a href="#">Additional information on self-managed superannuation funds</a>
Risk insurances inside super	<a href="#">Additional information on risk insurances in super funds</a>
Managed funds	<a href="#">Additional information on managed funds</a>
Shares	<a href="#">Additional information investing in shares</a>
Property	<a href="#">Additional information on investing in property</a>
International investments	<a href="#">Additional information on international investments</a>

## 10. ASIC and you

The following information is not required under the law but we believe it is good practice to provide it to you and that doing so enhances our long-term adviser-client relationship.

### ASIC's Financial Advice and You

ASIC has published a booklet called "Financial Advice and You" to help you identify when you need to get financial advice and how to get the most out of your relationship with me as your financial planner. You can access this booklet here: [ASIC's booklet "Financial advice and you"](#).

### Other information provided by ASIC relevant to this advice

ASIC's Money Smart website provides excellent information on how to get the most out of our client-adviser relationship. This includes:

1. [Identifying your financial advice needs](#). Work out whether you need financial advice.
2. [Types of financial advice](#). The type of advice you need depends on your life stage, the amount of money you have to invest and the complexity of your affairs. Find out about your options.
3. [Choosing a financial adviser](#). How to choose the right adviser.
4. [Financial advisers register](#). Find out where a financial adviser has worked and what products they can advise on.
5. [Financial advice costs](#). Learn about the cost of advice and understand what you're paying for.
6. [Meeting with a financial adviser](#). Make the most of our meetings
7. [What to look for in financial advice](#). Learn about the things you should consider before you act on my recommendations.

8. [Working with a financial adviser](#). How to make the most of ongoing advice and what to do if you want to end our relationship.
9. [Problems with a financial adviser](#). What to do when things go wrong.

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