



**RAWSON
VERCO
NEED**

Here to help



Financial Services Guide

Version 13
Date: 1 November 2018

Important Information about our Licensee

Financial Services Guide

This Financial Services Guide (FSG) is designed to clarify who we are and what we do, and help you decide whether to use our services.

To make things simple, this guide explains:

- the services and types of products we're able to offer you
- how we and our associates are paid and any other benefits we may receive
- any potential conflicts of interest we may have
- how we protect your privacy and handle your personal information
- how we resolve disputes, and what you should do if you have one.

Please read through the whole FSG, as it's full of useful information – and is also worth holding on to for future reference. And of course, if you ever have any questions, please contact us.

Other documents you may receive

In addition to this FSG, when we provide you financial advice we will also present you with a written Statement of Advice (SOA).

This will describe:

- advice and strategies we recommend and the reasons why;
- the financial products and services we recommend and the reasons why;
- any fees or commissions we will receive; and
- any associations we have with financial product providers or other parties that have not already been disclosed in this FSG and may influence the advice we provide.

If you receive further financial advice from us, we will present you with either another SOA or keep our own written Record of Advice (ROA). You can request a copy of this by contacting us any time up to seven years from the date of the advice provided. Please refer to the "Contact us" section of this FSG for our contact details.

To help you make an informed decision about a financial product you generally will be given a Product Disclosure Statement (PDS) which outlines the product features and costs in detail. In certain circumstances it is not a requirement that you be given a PDS (including, for example, where you already have one).

Giving us instructions

If you want to make changes to your financial plan or provide other instructions, please contact us. Please refer to the "Contact us" section of this FSG for our contact details.

Generally, you will need to give us instructions in writing (eg fax, email or letter) or another method agreed with us.

We are authorised representatives of Apogee Financial Planning Limited ABN 28 056 426 932, Australian Financial Services Licence Number 230689 (“Apogee Financial Planning”) of Level 1, 105-153 Miller Street, North Sydney NSW 2060.

Apogee Financial Planning is recognised as one of Australia’s leading financial advice networks, with over 150 experienced financial planners across Australia managing over \$5 billion of investments.

Apogee Financial Planning is a professional partner of the Financial Planning Association, the professional body representing qualified financial planners in Australia, and therefore adheres to set standards in terms of ethics, conduct and continuing professional development.

Our associations and relationships

Apogee Financial Planning is part of the National Australia Bank Limited (“NAB”) group of companies (“NAB Group”). Apogee Financial Planning is a wholly owned subsidiary within the NAB Group. NAB does not guarantee or otherwise accept any liability in respect of the financial advice or services provided by Apogee Financial Planning or its authorised representatives.

We may recommend financial products issued by companies within the NAB Group or companies in which a shareholding is maintained by a NAB Group member (including MLC Limited).

These include products and services with the following branding:

- NAB, National
- MLC
- JANA
- JB Were
- Plum
- Pre Select Funds
- Private Investment Consulting
- WealthHub Securities
- Altrinsic Global Advisers
- Antares Capital
- Fairview Equity Partners
- Intermede Investment Partners
- Presima Inc
- Redpoint Investment Management

If we recommend a product or service issued by a NAB Group company, they will benefit from our recommendation by receiving product and management fees from you as well as fees paid by fund managers to distribute the fund manager’s product. Please refer to the relevant PDS and/or offer documents for further information.

We generally recommend products that are listed on Apogee Financial Planning’s approved product list. These will include NAB Group products. Before any products are added to this list a review process is undertaken and products are required to meet minimum standards. If these products are not appropriate for your circumstances then we may recommend a product outside of this list. At all times, we will ensure that our recommendations are in your best interests.

Apogee Financial Planning maintains relationships with the following insurance providers (AIA, Zurich, CommInsure and One Path) which pay Apogee Financial Planning a licensee commission payment as described in the ‘Commissions received by our Licensee from product providers’ section of this FSG.

NAB and its related bodies corporate distribute insurance products issued by MLC Limited ABN 90 000 000 402. MLC Limited is part of the Nippon Life Insurance Group and not a part of the NAB Group.

MLC Limited will pay National Wealth Management Services Limited, a related body corporate of NAB, a distribution allowance as described in the ‘Distribution Allowance’ section of this FSG. If appropriate to your requirements, objectives and circumstances then a Apogee Financial Planning adviser may recommend a risk insurance policy issued by one of these insurers, or an insurance policy issued by MLC Limited.

About us

Who we are

Rawson Verco Need Financial Planning is a representative of and offers its services on behalf of Apogee Financial Planning Limited.

The following financial advisers are authorised to provide the financial services referred to in the 'What we do' section of this FSG to you on behalf of Apogee Financial Planning:

**Peter Hawcroft CFP[®] B. Com F.P. & Inv
Authorised Representative No.339641**

**Fiona Romano AFP[®]
Authorised Representative No.408299**

Peter has over 14 years' experience in the Financial Planning Industry, is a Certified Financial Planner CFP[®] and a member of the Financial Planning Association of Australia.

He is passionate about working with his clients to help achieve both their financial and lifestyle goals.

Peter works collaboratively with all of his clients to attain a higher level of financial security and certainty through education and effective strategic and investment management which he believes is the key to long term success.

Fiona has over 5 years' experience in the Financial Planning Industry, is an Associate Financial Planner AFP[®] and a member of the Association of Financial Advisers.

Fiona is also focused on helping clients attain a comfortable lifestyle through having a long term relationship with all of her clients where she can guide them through the required steps and strategies to meet their goals.

The Financial Services we offer are provided by Rawson Verco Need Financial Planning Pty Ltd ABN: 41 131 167 283 trading as Rawson Verco Need Financial Planners, Authorised Representative No. 326587. Apogee Financial Planning has authorised us to provide you with this Financial Services Guide.

What we do

We are authorised by Apogee Financial Planning to provide financial advice in relation to:

- Wealth Accumulation
- Income & Asset Protection
- Tax Strategies
- Superannuation
- Retirement & Redundancy Planning
- Estate Planning
- Government Benefits
- Debt Management
- Managed Discretionary Accounts

and to provide financial advice and deal in the following financial products:

- Basic Deposit Products
- Non-basic Deposit Products
- Non-cash Payment Facilities
- Life Products – Investment Life Insurance
- Life Products – Life Risk Insurance
- Superannuation
- Retirement Savings Accounts
- Managed Investment Schemes, including Investor Directed Portfolio Services (IDPS)
- Derivatives
- Government Debentures, Stocks or Bonds
- Securities
- Standard Margin Lending Facilities

Peter Hawcroft CFP® and Fiona Romano AFP® are not authorised by Apogee Financial Planning to provide financial product advice in the following financial products:

- General Insurance Products
- Property Investments

We are not authorised to provide any other financial services or financial products on behalf of Apogee Financial Planning.

Where we are unauthorised to provide you with a financial service or financial product that you are interested in, we will advise you of this and refer you to an alternative source of advice.

Contact us

For more information on anything you have read in this FSG, to obtain a copy of our Privacy Policy or if there is anything else we can help you with, please contact us at:

Ph) 08 8201 8900
Fax) 08 8201 8901

phawcroft@rvn.com.au
fromano@rvn.com.au

www.rvn.com.au

Managed Discretionary Account Services

Apogee Financial Planning offers a Managed Discretionary Account Services through an agreement with clients called a Managed Discretionary Account (MDA) Contract.

By accepting the terms of a MDA Contract you will be granting your adviser an authority to take action on your investment portfolio (eg, buy or sell investments) without first consulting you. This will change the nature of the adviser-client relationship.

Normally, your adviser provides you with advice and recommendations supported by research or other information to assist you make an informed decision on those recommendations. Your adviser then implements whatever action you decide to take.

If you accept the terms of an MDA Contract, you will, to some degree depending on the limitations/restrictions detailed in the MDA Contract, provide your adviser with the authority to make decisions on your investment portfolio and to implement investment transactions without consulting you.

The decision to surrender full or partial control of your investment portfolio to your adviser is an important decision. You should not accept the terms of a MDA Contract provided by your adviser unless you are confident that he/she has a clear understanding of your circumstances, needs and objectives.

The significant risks of accepting the terms of a MDA Contract provided by your adviser are:

- Your adviser may make investment decisions that you disagree with. Provided your adviser's actions are within the law and the scope of the authority you have granted and the adviser has acted efficiently, honestly and fairly, you will have no right of recourse.

This means that you will have to accept the tax consequences, transaction costs and any capital loss resulting from any transaction validly executed by your adviser and any "reversal" of that transaction that you may request.

- If you do not promptly inform your adviser of any changes in your situation, needs and objectives, there is a risk that your adviser may make inappropriate investment decisions.

You may only accept the terms of a MDA Contract where your investment portfolio is held via a regulated platform such as an investor directed portfolio service (IDPS), IDPS-like scheme, superannuation wrap or master trust.

You must accept the terms of the MDA Contract provided by your adviser before he/she can provide you with MDA services. As part of your MDA Contract you will be provided with an Investment Program that complies with Division 3 of Part 7.7 of the Corporations Act and that will contain:

- Statements about the nature and scope of the discretions your adviser will be authorised and required to exercise under the MDA Contract and any investment strategy that is to be applied in exercising those discretions;
- Information about any significant risks associated with the MDA Contract;
- The basis upon which your adviser considers the MDA Contract to be suitable for you; and
- Warnings that the MDA Contract:
 - May not be suitable to you if you have provided limited or inaccurate information relating to your relevant personal circumstances;
 - May cease to be suitable if your relevant personal circumstances change.

Note that your adviser will exercise, on your behalf, all rights that relate to your portfolio arising from corporate actions and communications about your portfolio assets.

The suitability of the Investment Program that forms part of your MDA Contract to your relevant personal circumstances will be reviewed by your adviser at least once every thirteen (13) months unless terminated earlier by you.

This FSG complies with the relevant requirements of ASIC Class Order 04/194 'Managed discretionary accounts'.

Privacy Notification

How we manage your personal information

We are grateful for the trust and confidence you have in us to safeguard your privacy. This notification covers us and tells you how we collect your information, what we use it for and who we share it with. It also points out some key features of our Privacy Policy. For a copy of our Privacy Policy, please ask us.

If you would like more information about our Licensee Apogee Financial Planning (and other members of the NAB Group), please also refer to Apogee Financial Planning Privacy Policy available at <http://www.apogee.com.au/privacy>.

Collecting and using your personal information

We need to collect and use your personal information (which may include your sensitive information, such as health information) for a variety of purposes, including to provide you with the financial services you have requested (including answering your requests and complaints, varying products and services and managing your relevant product portfolios) and to contact you about other products and services that may be relevant to you. It is also necessary for us to collect personal information in order to prevent or investigate any fraud or crime, or any suspected fraud or crime.

We'll collect your personal information from you directly whenever we can. Sometimes we collect your personal information from other sources or third parties such as your Accountant. We do this only if it's necessary to do so, for example where:

- we can't get hold of you and we rely on publicly available information to update your contact details;
- we need information from an insurer about an insurance application you make through us;
- at your request, we exchange information with your legal or financial advisers or other representatives.

You may not be aware that we have done so. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

We may collect information about you because we are required or authorised by law to collect it. There are laws that affect financial institutions, including company and tax law, which require us to collect personal information. For example, we require personal information to verify your identity under Commonwealth Anti-Money Laundering law.

What happens if you don't provide your information to us?

If you don't provide your information to us, we may not be able to:

- provide you with the product or service you want;
- manage or administer your product or service;
- verify your identity or protect against fraud; or
- let you know about other products or services that might better meet your financial and lifestyle needs.

Protecting your privacy

Protecting your privacy is essential to our business. Your file, containing your profile, personal objectives, financial circumstances and our recommendations, is kept securely.

Disclosing your personal information

We may share your personal information (which may include your sensitive information, such as health information where we have your consent) with third parties for any purposes for which we use your information. This may include to the following types of third parties:

- those involved in providing, managing or administering the products or services you have requested, including other advisers, paraplanners and organisations who work with us, including Apogee Financial Planning and other members of the NAB Group, depending on the financial services and products you have requested;
- insurance providers, superannuation trustees and product providers related to the financial services you have requested;
- professional associations and organisations that help us operate our business, such as those that provide administrative, financial, accounting, insurance, research, legal, strategic advice, auditing, computer or other business services, including our Licensee Apogee Financial Planning and other members of the NAB Group;
- your representatives, service providers, or other organisations, such as your accountant, solicitor, tax agent, stockbroker or bank;
- organisations involved in a business restructure or a transfer of all or part of the assets of our business; and
- government and regulatory authorities and other organisations when required or authorised by law (in some instances these bodies may share it with relevant foreign authorities)
- where you have given your consent.

We run our business in Australia. In order to provide you with our services however, we may share your information with organisations outside Australia (for example information technology service providers). You can view a list of the countries in which those overseas organisations are located in our Privacy Policy.

We may also store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it is not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

Sharing with MLC Limited

NAB distributes MLC Limited's life insurance products. MLC Limited is no longer part of the NAB Group of companies. NAB may exchange personal information with MLC Limited or their service providers in order to administer and manage your life insurance products that are issued by them. We may also need to share information with MLC Limited so as to ensure:

- your insurance premiums are correctly calculated;
- insurance claims and benefits are paid;
- NAB and MLC Limited can both tell you about our respective marketing and products offers (including ensuring customers who hold MLC Limited products are excluded from NAB Group campaigns marketing MLC Limited products);

Some of the information exchanged will be stored and visible within NAB Group customer databases; with some of these databases being accessible to MLC Limited for a transition period. All information stored in these databases is subject to NAB's privacy policy as well as NAB Group's security procedures and controls.

Consent to marketing activity

We presume you consent to being contacted by us (including Apogee Financial Planning and other members of the NAB Group) about suitable products and services via the contact details you have provided. We may continue to contact you for these reasons until you withdraw your consent. You can do this at any time by contacting us (see the 'Contact us' section of this FSG). We will process your request as soon as practicable.

Gaining access to your personal information

You can gain access to your personal information that we hold about you. This is subject to some exceptions allowed by law. We will give you reasons if we deny access. You can find out how to access your information by reading our Privacy Policy, available by contacting us.

Correcting your Information

You can ask us to correct information we hold about you. You can find out how to correct your information by reading our Privacy Policy or by contacting us.

Complaints

If you have a complaint about a privacy issue, please tell us about it. You can find out how to make a complaint and how we will deal these complaints, by reading our Privacy Policy (or by contacting us) or by referring to the 'Your confidence in our advice' section of this FSG.

Further information

If you have any questions or comments about our Privacy Policy and procedures, please contact us by using the contact details set out in the 'Contact us' section of this FSG.

For more information about your privacy, you can also visit the Office of the Australian Information Commissioner's website at www.oaic.gov.au

Your confidence in our advice

Your satisfaction is very important to us and we have procedures in place to resolve any concerns promptly and fairly.

Our complaints procedure

If you're unhappy with the advice you receive or other aspects of our service please follow the steps outlined below.

1. Please let your financial adviser know so we can act on it immediately.
2. If your adviser has not satisfactorily resolved your complaint, please contact our Advice Dispute Resolution Team on:

Phone: 1800 611 950

Email: advice.complaints@nab.com.au

In writing to:

Advice Dispute Resolution Team
Apogee Financial Planning
Level 2, 105-153 Miller Street
North Sydney NSW 2060

3. If your complaint isn't resolved within 45 days or to your satisfaction, then you may refer the matter to an External Dispute Resolution Scheme as follows:
 - a. Contact the **Australian Financial Complaints Authority (AFCA)***:

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority
GPO Box 3, Melbourne VIC 3001

*The Australian Financial Complaints Authority or 'AFCA' is a new external dispute resolution (EDR) scheme to deal with complaints from consumers in the financial system.

AFCA replaces the three existing EDR schemes of the Financial Ombudsman Service (FOS), the Credit and Investments Ombudsman (CIO) and Superannuation Complaints Tribunal (SCT) so that consumers have access to a single EDR scheme.

Apogee Financial Planning holds professional indemnity insurance that satisfies the requirements of Section 912B of the Corporations Act. This insurance also covers the conduct of our advisers who were authorised by Apogee Financial Planning at the time of providing the advice, but are no longer authorised representatives of Apogee Financial Planning at the time of your complaint.

Payments and benefits we receive

You can pay for the services you receive on a fee for advice basis. This allows you to know that you are paying for our advice irrespective of any product you use, clarifies the services you are entitled to, and ensures all recommendations are driven by your needs.

We will agree with you the amount you pay based upon:

- a flat dollar fee;
- an hourly rate;
- the amount you invest; or
- a combination of the above.

You can pay in the following ways:

- as a fee for advice that will be deducted from your investments as a one-off payment or in instalments;
- by direct invoice from us for initial and ongoing advice;
- via commission we may receive from a financial product provider when you commence an insurance contract; or
- a combination of the above.

If you are not already on a fee for advice package, you can move to this payment at any time.

Other payments we may receive

We will provide you with details of all fees, commissions or other benefits we may receive when we provide advice to you and, where possible, will give actual dollar amounts. If we cannot provide this accurately, we will provide worked-dollar examples.

Even if you don't receive personal financial advice from us, you can still request the details of any fees, commissions or other benefits we receive in relation to any other financial service we provide you.

Benefits we may receive

Sometimes in the process of providing advice, we may receive benefits from product providers.

Conferences

We may attend conferences and professional development seminars that have a genuine education or training purpose. Apogee Financial Planning, or our employer, may pay for the costs of our travel and accommodation, and events and functions held in conjunction with the conference or seminar.

Non-monetary benefits

We keep a register detailing certain non-monetary benefits that we receive e.g. benefits valued between \$100 and \$300, and those that relate to genuine education or training and technology software or support.

You can view an extract of the register by contacting us. Please be aware that Apogee Financial Planning may charge you for the cost of providing this information to you.

Sponsorship

Apogee Financial Planning receives cash payments from product providers who sponsor and attend training presentations, conferences and/or professional development days. Amounts vary between product providers and Rawson Verco Need do not directly share in the sponsorship payment; however, we may indirectly benefit as these payments subsidise the costs associated with these training and professional development events.

Commissions received by our Licensee from product providers

Apogee Financial Planning has ongoing commission arrangements with a number of risk insurance providers. Where you acquire a risk insurance policy issued by AIA, Zurich, CommInsure and One Path the insurer may pay Apogee Financial Planning a commission payment which is based on total in-force premium and lapse rates for risk insurance policies as at 31 December 2017, recommended by all advisers within Apogee Financial Planning adviser network. The payments received by Apogee Financial Planning may be up to 2% of the premium amounts paid by policy holders to the relevant insurer. As this amount is calculated in the future, we cannot provide an exact amount at this time; however, as an example, if as a result of services provided to you by Apogee Financial Planning, a participating insurance provider receives \$5,000 in premium for policies as at 31 December 2017, then Apogee Financial Planning will receive up to \$100 as a commission (2% of the premiums held).

The above payments are not shared with us. These payments do not represent an additional charge to you and we will disclose in your Statement of Advice insurance products for which these arrangements may apply.

Distribution Allowance

MLC Limited pays a distribution allowance to National Wealth Management Services Limited, a related body corporate of NAB, in respect of the distribution of MLC Limited's insurance products by licensees in the NAB Group (including NAB). This amount is not ascertainable at this time and will depend in part on the value of MLC Limited's insurance portfolio relating to insurance distributed through NAB and its related bodies corporate and the performance of NAB and its related bodies corporate against agreed annual performance criteria.

This allowance is not shared with us and does not represent an additional charge to you.

Referrals

If you have been referred to us or we refer you to someone else, we may have arrangements in place to or receive a referral fee, commission, or other benefit.

Details of any arrangement will be provided in our advice to you.

Business Equity Valuation (BEV)

In the event of our death or permanent disablement, or if we were to leave the financial planning industry, Apogee Financial Planning provides a buyer of last resort option called BEV. This helps manage the transition of ownership to ensure you continue to receive advice.

The value of a sale under BEV is based on a multiple of ongoing revenue received by the business on an annual basis. The multiple can range from 2.5 to 4 depending on the proportion of the ongoing revenue that comes from clients who hold MLC group financial products.

Here are some examples to help you understand the potential benefit to us of our clients holding MLC group product:

- If the ongoing revenue of the business was \$100,000 and 50% of our clients held MLC group products, the sale value for the financial planning business would be between \$250,000 and \$350,000;
- If the ongoing revenue of the business was \$100,000 and 85% of our clients held MLC group products, the sale value for the financial planning business would be up to \$400,000;

Importantly, BEV is subject to us meeting certain compliance requirements and standards.

How we charge for our services

All fees and commissions are inclusive of GST and the fees could be greater than those disclosed below in complex cases. In these instances, we will inform you of the exact fee payable promptly in writing.

| | |
|-------------------------------|---|
| Initial consultation | At our expense limited to 60 minutes then hourly rate an hourly fee of \$295 GST inclusive. |
| Advice preparation | <p>If you elect to pay us a fee for advice the following fees will apply. The fees will depend on the size of the investment portfolio and the complexity of the advice:</p> <p>The minimum fee charged is \$550 while the maximum fee is \$22,000.</p> <p>For example complex advice that contain multiple goals, strategies and/or tax structures including but not limited to; self-managed superannuation Funds, family trusts and companies, are likely to be charged closer to the maximum. Less complex advice that addresses limited goals, strategies and tax structures are likely to be charged closer to the minimum.</p> |
| Implementation | <p>If you elect to pay us a fee for implementing the advice the following fees will apply. The fees will depend on the size of the investment portfolio and the complexity of the advice:</p> <p>The advice implementation fee covers the administrative time spent implementing the recommended strategies and products.</p> <p>In some circumstances brokerage fees may be payable in the instance we recommend direct equity investments.</p> |
| Ongoing fee for advice | <p>If you elect to pay a fee for the ongoing review of your financial planning strategy, the ongoing fee is based on the complexity of ongoing advice and the services provided. Typically, we charge a fee of 1.1%pa inclusive of GST to manage client portfolios and strategies. The maximum fee we may charge you is \$22,000pa inclusive of GST. Our minimum fee for service is \$2,200pa including GST.</p> <p>Brokerage – If you are paying for an ongoing fee for advice, you may also pay \$22 per share trade placed (buy and sell) if applicable. If you are not on our ongoing fee for service package then share trades will be placed at 1.1% subject to a minimum \$75 (buy and sell) if applicable.</p> <p>Borrowed funds – if we recommend you acquire investments using borrowed funds then we will charge a fixed fee for service in light of how regular you require advice and the complexity of managing the strategy.</p> <p>The ongoing advice fee will be based on the level of service needed and the complexity of the advice. Complex advice requirements include the use of trusts and ownership structures, overseas assets or incomes, executive options or multiple investment entities may require a higher fee than previously disclosed. The frequency of the review will also impact on the fee charged.</p> |
| Ad hoc advice | Where you do not wish to participate in an ongoing service fee arrangement but require ongoing advice on an ad hoc basis, an hourly fee of \$295 will apply. |
| Execution only service | Where we provide a financial service to facilitate buying or selling of a specific financial product as instructed by you, a one-off minimum of \$165 and a maximum of \$330 fee may apply. |
| Stamping Fees | Where we receive stamping fees from issuer companies for raising capital or debt on behalf of that company, we will offset this payment against the cost of our advice to you. |

Insurance products The relevant insurer will pay initial commission between 0% and 88% and ongoing commission between 0% and 33% of the annual premium for as long as you hold the product.
Commissions are paid to us by the product provider and are not an additional cost to you.

Pre-existing arrangements For existing clients already in an established commission arrangement, we may receive commission on investment products or margin lending products held. For investment products the relevant product issuer will pay initial commission between 0% and 5.5% and ongoing commission between 0% and 0.88% of the value of your investments for as long as you hold the product. For margin loans the relevant product issuer will pay an ongoing commission between 0% and 0.88% of the outstanding loan balance. Commissions are paid to us by the product provider and are not an additional cost to you.
