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AXIOM FINANCIAL SERVICES BDB ABN 68 102 773 286

CORPORATE AUTHORISED REPRESENTATIVES Bull Group Pty Ltd trading as Bull Financial Group

Quality of Advice Review Secretariat Financial System Division The Treasury Langton Crescent PARKES ACT 2600

Email: advicereview@treasury.gov.au

To the Advice Review Team,

I am an award-winning Financial Planner, who has been advising for over 36 years, I am a Certified Financial Planner (CFP<sup>®</sup>) and a SMSF specialist. I have always held an "A" compliance rating.

I am and have been an active part of the many Financial Planning organisations as I am passionate about Financial Planning and it being recognized as a valuable profession. I have been a FPA Wide-Bay Chapter chair, a Value of Advice winner and featured on the FPA website as a good example of what a financial planner could do for you. Most recently, I have been part of an International organisation called Million Dollar Round Table (MDRT) and Top of the Table (TOT) and have spoken at several of their conferences. In October 2019 I was invited to their headquarters in Chicago to contribute to a World Best Practices Forum.

I am recognised as an innovator in the industry for being the first to charge a fee for the first appointment as far back as 1996 and have been asked to speak on this here in Australia and overseas.

I have built a highly successful boutique financial planning practice called Bull Financial Group that is based on a model of service, rather than just a yearly review with my clients. I am extremely proud of the business that I have created and developed since the introduction of FSR in 2001, that enabled me to provide advice and service for my clients, depending on their financial circumstances, their stage of life, and their preferences.

I have a very loyal client base with retention nearing 100% and enjoy constant referrals from my clients, that unfortunately, I now need to turn away because of the over-regulation and lack of time to assist more clients.

I need more client time to help more of their families and friends, not more time out for additional unnecessary study, distractions and more regulations that discourage us from taking on the risk and responsibility in giving advice to more Australian's who are in desperate need and prepared to pay for the advice themselves.

I love what I do, and I definitely love the people I do it for, and I firmly believe (along with my clients) about the power of financial advice because I have seen firsthand the difference that the right advice makes to people's lives.

P 4153 5388 F 4153 6788 A PO Box 4320 Bundaberg South QLD 4670 E bfg@bullfinancial.com.au w www.bullfinancial.com.au My business has grown on average by 15% a year, the number of staff I employ has grown from 6 to 18 over the last 10 years, and the number of clients has increased.

I have always worked long hours but working long hours to achieve great outcomes for clients is motivating and rewarding, working long hours to meet unnecessary compliance standards that add no value to anything is demoralising and demotivating. It makes me feel like joining my clients in retirement.

From a client's perspective, the key theme that resonates out of our numerous surveys over the years is that they are happy with our services because having access to our services gives them **peace of mind**. What value do you put on peace of mind? It is priceless, but as a financial planner, it is my job to ensure a better financial outcome for them, not just peace of mind.

It is incredibly stressful for my team and myself to uphold a high level of service to clients and meet all the regulatory requirements, which means we are working an enormous amount of hours to complete the same amount of work for my clients and meet all the extra compliance requirements.

The disappointing thing is that no one looks at what we already have in place, and what is the effect when they throw out one reform for another or layer changes on the top of reforms, for a one size fits all change. It is also disappointing when Australians no longer have a choice in determining their level of service to suit their needs.

There is so much that needs to be changed, however, to begin with the following summaries (explained in more detail later) the three things that would make the biggest difference for us:

### 1. Adapting the regulatory model for different business models

My business is a holistic financial planning model that provides service and has different offerings and fees for clients. We believe <u>clients should have the right to choose how they engage with our business</u>. It is heartbreaking to think that I need to tell my client base that I cannot provide them a service anymore, or that I need to significantly increase their fees in order to provide them with additional services that they don't want just because legislation or the licensees risk appetite associated with compliance indicates that they must.

Clients should have a choice in the service level that they want and flexibility to cater for the many disruptions that can occur in life, to continue our services if that is what they choose in order to give them the peace of mind they strive for.

A significant portion of the current legislation focuses on new clients, as a long term financial adviser, about **90% of our clients have been with us for over 10 years and well over 50% for in excess of 20 years and many** have utilised our full holistic financial planning services for in excess of 25 years. The legislation needs to provide some concessions for clients who are not new to the financial planning process, who have experienced the advantages and disadvantages over numerous years and just want to make an addition to their existing investments. This should always be able to be dealt with by a simple ROA of Advice letter. A SOA should not be required even if they have had a significant change in circumstances. Of **course the 'Best Industry Duty' should still apply.** 

### 2. Over Regulation

We have included many examples (later in this document) of where legislation has overregulated the advice process beyond any sensibility. More scrutiny and more administration; I have lost count of the number of times that I have heard that this is a silver lining and a chance for the industry to reinvent itself. However, in the current environment, all this has done has doubled up requirements and caused extra administration.

At a time when professional financial advice has never been more important or more needed, it is becoming unaffordable, compound this with there simply are not enough practitioners and trained capable staff.

### 3. Experience should count

Not everyone, for many reasons has the time or desire to restudy again. I constantly study and read to keep up to date to ensure that I have what I need to for my clients, and to meet my CFP requirements but I do not want to study again just to get another piece of paper.

I have taken the time to not only do 1-8 twice and to get all of these specialist accreditations to set me above the pack but have also spent numerous hours ensuring that my business is recognised as a CERTIFIED QUALITY ADVICE PRACTICE awarded to the top 5% of Advisers and FPA PROFESSIONAL PRACTICE.

Over the years I have willingly added numerous accreditations' to my name to let my clients know that I stand well above the average Adviser but as I head into the twilight years of my career and see out the twilight years as a holistic Financial Planner I would be happy to have to put "Experienced but not Degree Qualified".

I want extensive study present or past to be recognised regardless of its classification. I should be judged on my ability to do the job, not the year I did my study, if I have adequately ensured that I have maintained the skills and have a clean compliance record.

Not all financial planners, are the same. I understand some may need extra study, but why take experienced financial planners back to study when there is such a need for quality advice and nowhere near enough advisors to deliver it. Refer to Appendix 1. Below for further details.

I believe that we need to take steps immediately to limit the risk of losing more experienced 'A' compliance rated planners and steps to ensure that experienced planners will be available to assist in the growth of the profession which from the number of calls we receive is desperately required by our community. More regulation and more study for study sakes only weighs down those aiming to do the right thing; it does not make the dishonest honest.

What many other advisors and I are asking for is that the requirements need to consider the best interest of the people who choose to pay for our services.

I believe that we need to take steps immediately to limit the risk of losing more experienced 'A' compliance rated planners, to ensure that experienced planners will be available to assist in the growth of the profession, which from the number of calls we receive is desperately required by our

### community.

Prior to the coronavirus, I meet with Bert van Manen Federal Member for Forde and Senator Amanda Stoker to highlight the incredible unrealistic workload thrust upon us with the reforms and how difficult it would be in the event of another major disaster such as the 2013 floods in Bundaberg or we now know in the event of coronavirus to be able to meet the needs of our clients and people reaching out for help.

I explained that last floods we turned away dozens of requests for financial advice by Bundaberg residents and that we were currently turning away family members and friends of our clients because of over-regulation consuming the time it took to service our existing clients.

The coronavirus, magnified the problem, we were and have been inundated with an extraordinary volume of calls and emails not only from clients as they dealt with both the emotional and financial consequences of coronavirus. Our clients are fine, they have saved for a rainy day, have access to quality advice but it has been extra busy to ensure that their financial plans are altered to suit changes in Centrelink, Income, markets, etc. and that they continue to be well looked after and communicated with during those extraordinary times.

Our clients are everyday Australians that voluntarily pay for our service because they value it. They are not complaining about our fees. Many have said that they would go without many things before they would give up access to our advice; however, continual increases of our fees to meet over-regulation is not the right solution. Australians should be entitled to have access to affordable financial advice that is not out of their reach or that results in them going without other necessities if that is what they want.

We should not have to turn away the many family members and friends of our clients who were in desperate need of advice pre coronavirus, now and in the future. Rainmaker Financial Adviser Report has revealed almost **10,000 advisers have exited** the industry since 2018, this approximately a 30 per cent decline. Worst still at a time of highest demand it is reported that a possible further 2,400 are also likely to leave before the year end while a meagre few hundred new authorised representatives joined the industry.

### People will not stop seeking advice, they will just turn to unlicensed and unscrupulous advisers.

The cost of advice has tripled over the past three years to cover the compliance regime, with a significant amount of that being paperwork duplication, file note duplication, work paper duplication, training duplication and other costs

### that advisors must pass on to clients.

An article that I feel is very relevant is titled '<u>Dismantling reforms may be the only option</u>'. I have attached a copy (Attachment 2) for your reference, which reinforces my experience of trying to retrofit ill-fitting regulations, that have holes and overlaps.

Our industry is under threat, **75%-85% of my time is strategic advice**, and I am sure that other good quality advisors would be the same. Our problem is that the **regulator is focusing on financial product advice** and a narrow introspective focus around review dates.

Before any more regulation or threat of regulation is thrown on top of many years of regulation, I thank the Government for undertaking a review of financial services looking through the lens of a perfectly imperfect world. We need to back test the real impact of reform that has failed when it was needed most in the context of ensuring a strong viable financial services industry and affordable advice to all Australians.

I firmly believe the Government must give back to individuals who electively pay for our service a choice as to how to engage with Qualified professional planners in an affordable and practical manner befit to their circumstances and with the flexibility to move easily between the choices of engagement. It should be about quality advice not quantity.

To hear a testimonial from one of our clients please refer to the attached <u>http://bullfinancial.com.au/about-us/testimonials</u>. What many other advisors and I are asking for is, that any legislation **needs to consider the best** interest of the people who choose to pay for our services, our clients.

We also 100% in support of the lobbying agenda of the AFA, FPA, FSC and the large licensees that as a minimum we

have the following changes:

- 1. Uniform and standardized process for charging fees from platforms.
- 2. Revisit purpose, size and inclusions in SOAs.
- 3. Life insurance recommendations taken out of SOA environment.
- 4. Introduce 'Letter of Offer (LOA)' for simple advice.
- 5. More professional judgement less 'tick a box' compliance.
- 6. Greater authority for financial advisers through MyGov and Centrelink (and better delivery).

I appreciate you taking the time to understand my concerns. We have attached more detail below. I am available at any time to talk through the points I have raised in more detail, and optimistically, I look forward to getting back to the thing that I love the most, which is helping our clients.

Yours sincerely

Leanne Bull CFP<sup>®</sup> Authorised Representative Charter Financial Planning Limited

### 1. Adapting the regulatory model for different business models.

### a. Existing Service and Business Model considerations

It is understandable for the Government to respond assertively to something as important as the Banking Royal Commission to provide transparency, clarity, control, and choice for consumers.

It was of utmost importance that any solutions were <u>measured</u>, <u>adequately analysed</u>, <u>and consulted</u> <u>with the</u> <u>industry</u>. Unfortunately, what we have now is a one size fits all approach that is strangling the industry with regulation and removing choice from our clients about how to engage our services.

The unintended consequence of the proposed reforms is that lower-income clients have been priced out of the advice market. Decisions regarding retirement outcomes are complex, and most individuals lack the financial expertise required to self-govern their retirement savings.

As Australia's population ages the need for quality advice will only increase, with fewer advisors, the Government should consider the impact this will have on our social security.

Over Twenty years ago, we created our current Service offer in response to the Financial Services Reform Act of 2001, known as FSR.

Every Ongoing Fee-paying client,

- Has an active file so we can guarantee them an appointment if they have a significant change in circumstances, or if legislation requirements result in opportunities for them, or changes to be made so that they are not adversely affected.
- Is given the opportunity to choose their service level and adjust it according to their changing needs.

We have a CVP based on segmenting our clients for what service they need and can afford to pay. My business model ensures that everyone gets service as approximately 15 years ago I removed clients that were just policy holders and who did not want to engage with our active service level.

Being a Ongoing Fee-paying client provides our clients with peace of mind, in knowing that they are guaranteed an appointment if they have a change in circumstances or if legislation requirements result in opportunities for them or changes need to be made so that they are not adversely affected.

In many cases our Bronze clients are children of our clients who want to have the benefit of a financial plan like their parents or our long-term clients who are now older retirees. Many of our older retirees saved for their retirement as they did not have access to employer-sponsored Superannuation, so they don't have a lot, neither of the options of <u>refusing service</u> or <u>increasing fees</u> is palatable as many of my older retirees have been with me for over 20 years and have put in the hard work to get where they are today.

Our reviews are a full review, they analyse what the client has achieved since their last review, as well as set up all the administrative actions that need to take place to move them closer to their goals or ensure that they stay on track.

Every Ongoing Fee-paying client has an annual review of their asset allocation and depending on their stage of life a review of other matters such as Cashflow, Superannuation contributions, Insurance, Tax and Centrelink.

Additional compliance has made it unprofitable to service a bronze client.

We do not want a handout to provide service, we just need a fair and reasonable approach that enables people to electively and affordably pay for our services without the burden of paying for unnecessary compliance that doesn't add value to their circumstances.

### b. Annual Fee Arrangements & Flexibility

I believe that greater thought into the practical implications of Fixed Fee Agreements often referred to as annual advice arrangements needs to be incorporated into the regulations and how ASIC is interpreting them. Having the client experience at the forefront of design is critical as it is the client who is paying the fee and the client who

### should have control and choice.

I have many examples where the current inflexibility does not consider the needs and wants of the clients, and service would be delayed but put really simply <u>Life Happens</u>.

A few examples follow:

Bundaberg	These floods were a devastating event for Bundaberg and region, not only did we have 40
Floods in 2013	clients floods, but half our staff lived over North Bundaberg and region, not only did we have 40 clients flooded, but half our staff lived over North Bundaberg and could not get to work. There was no power for 2 weeks. With only a skeleton staff, we worked around the clock, and we prioritised clients affected by the floods, which delayed annual reviews for other clients with their consent because they understood the wider community implications. The practical implication Annual Advice Fees is that some of our clients' fees would need to refunded if the review is delayed yet our value proposition is not just about a review it is the holistic service we provide throughout the year. Refunding and turning off fees would then put our firm under financial distress in order to give the right advice to these clients whose lives were turned upside down by the flood. Alternatively, we would have to prioritise people because of a date, not a need. Remember, most of our clients have referred their family and friends, and all were happy for us to prioritise someone in need,
	knowing if they were in need, they would be prioritised
Brett is	regardless of their review date. Brett has a handicap but works in a low paid job. Brett was an over spender; when his
under	parents referred him to us, he had \$30,000 spread over seven different credit cards with
financial	an average rate of 20%, i.e. \$6,000 of his \$40,000 salary after tax was going to service his
distress.	credit cards. In addition to that, he had a home loan payment. We agreed with Brett what
	disciplines needed to be put in place. We lost money on our service to Brett initially to
	enable him to get started and to have our time without restriction to help him change. The change is remarkable; he now spends less than he earns, puts extra away to enable
	him to achieve goals like home renovations, overseas holidays, and a more comfortable
	retirement, and he now pays us for our bronze service. The current environment means
	getting rid of
	clients like Brett as he is again under current over regulation no longer a profitable client and not assisting more people like Brett. This is not a good outcome for Brett or his parents who referred him.
Trauma -	Mitchell and Sue were due to meet for an appointment, Mitchell suffered a major heart
Appointment	attack, and was rushed to Brisbane, and the scheduled meeting is missed. Rather than
is set,	focusing on assisting them with insurance claims and other practical matters, we will have
Mitchell has a	to prioritise a fee agreement. What if all the money is in Mitchell's name and Mitchell
heart attack	can't sign. His fees will need to be turned off when Sue needs us the most. This would be
and is in hospital	ok if it is what the client wants, but we do not believe any Government has the right to override a person's choices when that
позрітаї	choice does not harm anyone. This is a time when service is required. At a minimum any
	Fixed Service agreements need to allow for continuation if a client is unable to sign.
Frank & Jill	Jill has ongoing health issues, which require operations and rehabilitation lasting up to 3
ongoing	months in Brisbane. If her appointment falls in this time and she chooses to concentrate
health issues	on her recovery, the fees will need to be turned off if the review appointment isn't held
required large stays in	within the 12 month period, regardless of whether this is what the client wants or not. The client should have the choice to determine when fees and, ultimately service, is
hospital	ceased. Especially when they are suffering from health issues. Most clients choose to pay
,	a Financial Planner to give them peace of mind. Ceasing the services, they have chosen to
	pay just because a review can't be held at a time when they and often their family need
	peace of mind more than
	ever is severe.

### 2. Over Regulation Examples

### a. Fees reported – Duplication - Past / Current & Future

Flexibility is required in meeting ongoing fee arrangements, it needs to be simple, transparent, fair, and deliver on the services agreed to advisors should be required to periodically review and renew ongoing fee arrangements, document them, and seek the consent of their clients for any fees to be charged.

At the moment, we have so many obligations to report our fees, which leads to client confusion and dissatisfaction about the duplicative paperwork with no additional client benefit.

### Putting more forms in front of the client to sign does not lead to an enhanced understanding of the fees.

The following table extracted below is the client experience of the current arrangements.

Client	Experience:
CIICIII	LAPCHCHCC.

Step	ltem	Step	Fee Disclosure	Signatures
1	More than yearly FSG	They meet you and get disclosed how you will be paid both upfront and in your FSG	1	0
2	Yearly LOE or TOE	They want to do business with you, so they then sign a letter of engagement to prepare a SOA where you disclose your fee and they sign (TOE is required by TPB)	1	1
3	SOA	The then get presented a SOA where you disclose your initial fee and ongoing fee and sign an authority to Proceed	1	1
4	Product Provider authorisati on applicatio n form	You set up an application form with a provider where they get disclosed the fee in the application again and they then sign a consent and direction form for the product provider to deduct the fee for the year ahead. Product providers may provide their own forms and ASIC is delegated to instruct what information may be required on the consent form.	1	>1
5	Investmen t Reports and Statement s	Which fully disclose actual fees deducted over the 12 month period	1	0
6	Yearly Fixed Service Agreement or AAA	Arrangement or AAA to disclose the estimated fees for the year.	1	1
7	Yearly Trustee Fee Consent	This needs to be signed and given to the trustee for each superannuation and income stream product	1	1
		Total	7	>5

Charter Advisors must do an Yearly Fixed Service Agreement or Annual Advice Agreement (AAA).

The Annual Advice Agreement has so many compliance requirements to it, and restrictions on timing. Restricting the timing doesn't help a client who wants to be a client.

I help people make extremely complex decisions, and I need time to do this, not more requirements that limit the time I can see and help my clients.

I have been charging fees for 20 plus years. My clients are well and truly aware that we charge them a fee. The number of times we need to discuss fees with clients' needs to be reduced not increased.

From a business owner's perspective, we are fed up with ever more compliance and complexity on good advisors

that hasn't stopped the bad. My client's responses to the practical position of extra fee disclosures are, "Leanne I don't need this you have told me what the fees are more than once" or "can you do this for me now" and I have to respond with first it is a legal requirement to provide you with the stuff you don't want and once I have done that <u>I will then do the things you do want and voluntarily pay for</u>.

Other than the odd thankyou over a 5 year period the only feedback we have received from a client when we email out their FDS.

Hi BFG Team This is not really necessary for me. I am more than happy with the service you are providing. Cheers Peter

Since we changed to AAA's we receive constant feedback that there is a lot to sign now.

An example of what our clients say is

### Client comments on Annual Advice Agreements

John and Shelley questioned whilst signing all of their Forms in relation to their Annual Advice Agreement and Trustee Fees, why they had to resign all of these forms (7 in total) every year if the fees weren't changing.

When advised it was required by legislation, John and Shelley said that they should only need to resign if the fees were increasing.

John and Shelley said that they already received a lot of information on fees and felt this was a waste of time, paper and very unnecessary.

### **Adviser Comments**

At the moment, we have so many obligations to report our fees, which leads to client confusion and dissatisfaction about the duplicative paperwork with no additional client benefit.

Putting more forms in front of the client to sign does not lead to an enhanced understanding of the fees.

Clients need to be informed however they should also have the flexibility to choose the services that they pay for and how often they want to resign for these services and when the service can easily be extended to a different renewal date. Fee Agreements and Trustee Fees should only need to be resigned 3 yearly unless a fee is increasing.

### Refer To Attached: Appendix 1: Client Comments on Fee Paperwork

### Appendix 2: Example of Fee Paperwork

I believe that the whole fee disclosure process needs to be simplified and that clients should be given a choice to opt-in or resign their Fixed Service Agreement yearly or three yearly.

Some will choose 3 yearly to limit the possibility that life's unexpected changes leave them without an Adviser when they need them the most. (Refer to examples later)

Furthermore Target Market Determination's should only be relevant where 10% of the clients funds are invested in sector specific fund or where 30% of funds are invested in diversified funds. Having to consider this in a well diversified portfolio is of no value and again just adding cost to a client review.

b. Statement of Advice (SOA) Required for no material change in circumstance

The amount of regulation needs to be relaxed to make the production of a SOA more cost effective, and the instances of when a SOA is required need to be reduced.

In our business to complete a workpaper, SOA and implementation schedule used to take between 1 and 3 days, yet it now takes between 2 and 6 days.

Our Licensee has become so risk-averse due to complete fear of upsetting ASIC that we need to provide an existing client a Statement of Advice when there is no change to their underlying investments and fees. Examples as follows,

### i. Recommending one product to replace another

Where an advisor recommends that a client disposes of a particular product to replace it with another, additional obligations apply.

Section 947D(1) requires that a statement of advice include information as to the charges a client will or may incur with respect to that disposal, reduction, acquisition or increase, along with any pecuniary or other benefits that the client will or may lose as a result of acting on the recommendation, to the extent that the information is known or could reasonably found out by the advisor.

### https://www.compliancequarter.com.au/a-summary-of-regulatory-requirements-for-statements-of- advice/

This has resulted in a SOA having to be produced to turn a **Deductible Allocated Pension** into a **Deemed Allocated Pension** because it is considered a change in product, even though nowadays this can all be done via in specie and without any change in underlying assets, administration systems, fees etc and no need for time out of the market. The only change is an increase in Centrelink. Often this needs to be done for our poorest clients to get them an increase in Centrelink but doesn't change anything else for the client.

A specific example was recently we altered Doris's Allocated Pension from a Deductible to a Deemed which resulted in approximately \$3,170 per annum more income from Centrelink which enabled us to reduce the drawdown on the Allocated Pension

There was no change to administration or investment fees, no change to Advisor Ongoing Service Fee, no change to the underlying assets, asset allocation, taxation, and the reversionary stayed the same. All investments were in specie transferred, which meant nothing sold, nothing brought. The change of product resulted in a change of cashflow only.

Yet a 12 page Working Paper and a 60-page SOA document needed to be produced to be compliant and a \$2,200 cost to the client. Refer to Attachment 4(a) & 4(b) for details of our extensive fact find and a recommended solution.

ii. Altering super contributions from salary sacrifice to Personal Deductible or advising an early retiree who has decided to take on some extra work to put \$1,000 into Super to get Gov Co

We also have to provide a SOA to a client who we have previously recommended salary sacrifice if we want to utilise the new legislation that allows personal deductibles to be claimed even though the only change is the timing of the tax refund. Often this is done for clients whose employers are not forwarding to the super fund salary sacrifice monies promptly. Having to do an SOA makes it an expensive process.

The reason the licensee requires a SOA in these instances is that they deem this as a change of circumstances.

Yet there was no change to administration or Investment fees, no change to Advisor Ongoing Service Fee, no change to the underlying assets, asset allocation and the Binding Nomination stayed the same.

The change is simply the timing of the tax refund which results in a change of cashflow only.

Salary sacrifice provides an immediate tax benefit. Personal deductibles contributions to Super means waiting till your tax return is submitted to get your tax refund.

Again, our extensive Fact Find would determine which clients can wait for their tax refunds and which ones it is not suitable for.

There is no need for an 8-12 page Working Paper and a 40-60-page SOA to document this.

It is also ridiculous to have to provide a SOA when advising a early retiree who has decided to take on some extra work to put \$1,000 into Super to get \$540 Government Co-contribution. Small investment amounts to existing clients should not need a SOA.

### c. <u>Insurance</u>

Australians should have the right to the peace of mind that comes with access to affordable, quality insurance. Providing Insurance advice in the current regulatory environment is one of the hardest things for my business to do. Everyday insurance that is in the best interests of my clients requires an exponential amount of time then the work that was required before.

It is also frustrating that when we finally get to see people who have often sat on our wait list for 6 or 12 months and to ensure they were covered in the meantime they have arrange cover themselves through one of the direct groups yet the policies that they have taken out have premiums 25% or more expensive than underwritten advised policies.

Because fewer advisers are writing insurance and less insurance is being recommended Insurance premiums for existing clients have increased by 300%. Refer to Attachment 5 that illustrates that even though the cover had not increased that the premiums for a local Bundaberg business to ensure themselves had risen from a total of \$12,085 in 2015 to \$36,731 in 2020.

This is not acceptable, the SOA requirements to write cover need to be reduced particularly when there is no cover in place, particularly if we are just ensuring 75% of a clients income to age 65 and say providing a sensible multiple of their salary in the event of death or disablement.

I was appalled to read in an article titled "Beware 'excuses' to roll back reforms, says FoFA father" that Former Labor MP turned fintech investor Bernie Ripoll acknowledged the affordability issue but said the industry's preoccupation with selling financial products is what causes a lot of the complexity that in turn pushes up costs and that his solution was to his words "use Automated technology to spit out a financial plan tailored to a consumer's personal circumstances and focused on helping them reduce debt and boost savings" and that even though his company Map My Plan was licensed to give personal financial advice, that they made a strategic decision not to recommend any financial products such as superannuation or managed funds or life insurance.

Ignoring the full needs of a client and just doing the stuff that has less regulation and is the easiest is not acting in the clients "best interests". I know everyone of the 20 odd clients who we assist with making a claim each year are more than pleased that we don't just pick out the easy stuff to do, the stuff that is unspoilt by over regulation.

I am not saying there isn't a need for a service that spits out a financial plan to help them reduce debt and boost savings. It is probably all some people are interested in.

But for our clients and the hundreds that they want to refer to us they deserve to be able to get full holistic advice designed to meet all their needs at an affordable price and then have that backed up with the service that helps them achieve their goals. Australian's deserve choice in how they manage their finances and their lives.

Being able to give a cheque to a widow when all others can do is give a sympathy card; Being able to give a cheque to a person who has just been diagnosed with cancer when all others can do is send a get well card is extremely rewarding.

But with the industry losing billions each year and regulation deterring advisers from ensuring more Australians are reasonably covered their will be more cards and less dollars for Australian's when they need it the most.

### d. <u>File Noting</u>

In our business we operate a high touch business model with next actions noted in our CRM system which we have had in place since 2007, file noting everything adds an extra administrative burden, no consideration of the

practicality of how good advisors do business is the regulation allowing for flexibility. File noting adds an extra administrative burden as we already had a system in place to note service.

A few examples are below,

i. Binding Nominations File Note

Binding Nominations are witnessed, file noting to say the witnesses were in the same room and present doesn't do anything more than create more work. It does not make honest people more honest and if someone is going to forge witnessing the Binding Nomination, why wouldn't they forge a file note?

ii. Advice Fee File Note

Even though the meeting date is in the Calendar, on the Fact Finder, in the File Note, Referred to in all next actions to be carried out as a result of the meeting, updated in our CRM as done and next actioned for the new one to be arranged we now have to have a Advice Fee File Note. Most of this information could be found it at least one and often multiple other places.

### Example of an Advice Fee File Note

Meeting date: 30/04/2020

Attendees: Leanne Bull. Chris & Shelley B...

1. Annual agreement is appropriate because: We look after their financial needs as outlined in the last SOA including but not limited to a review of Asset Allocation, Investments, Optimising Superannuation, Income Streams, Insurance & Cashflow

- 2. Agreement covers the advice review that is being conducted today. No
- 3. Obligations of each party to the contract were discussed. Yes
- 4. Fees will be deducted monthly from products as detailed in the agreement. Yes
- 5. Approximate annual fee is: \$3,185
- 6. Clients agreed to sign agreement. Yes
- 7. Clients agreed for agreement to continue if one passes away. Yes

This file note process is often just a double up of many other areas that already cover the same information. See my notes in green

Meeting date: 30/04/2020 (This is our Calendar, Fact Finder, Review File Note which details the actions to be carried out as a result of the review and in our CMR.

 Attendees: Leanne Bull. Chris & Shelley B... (This could be added to the Fact Finder as it isn't recorded elsewhere)

 1.
 Annual agreement is appropriate because: We look after their financial needs as outlined in the last SOA including but not limited to a review of Asset Allocation, Investments, Optimising Superannuation, Income Streams, Insurance & Cashflow (The SOA and Fact Finders clearly record this)

2. Agreement covers the advice review that is being conducted today. No (The date of the agreement and the date of the reviews would make this easy to determine)

3. Obligations of each party to the contract were discussed. Yes (This could be added to Fact Finder as it isn't recorded elsewhere)
4. Fees will be deducted monthly from products as detailed in the agreement. Yes (This is detailed in the agreement)
5. Approximate annual fee is: \$3,185 (This is detailed in the agreement)

6. Clients agreed to sign agreement. Yes (Why does this question need to be answered we can't deduct fees without a signed agreement. Isn't the signed agreement evidence enough that they agreed to sign the agreement what purpose does completing this question add to the process)

7. Clients agreed for agreement to continue if one passes away. Yes (Why isn't the fact they tick a box and sign the agreement enough what purpose does completing this question add to the process)

Likened to the analogy that as good citizens we used to stop at a red light, once the light had turned green, we looked left and right and then proceeded with caution, now we have to stop at the red light once it turns green look left and right, record who was in the car with us, who witnessed us stopping at the red light and then record what other actions that we could have taken except to proceed with caution, and how everyone felt about all the options, meanwhile the lights have changed several times.

### e. Lookback Process

As part of the Charter group, the regulator required a lookback process be completed for nine years (2008-2018), overlaying rules and requirements that are currently in place. This process was extremely costly to our business

both financially and the drain on available staff to continue meeting the every day needs of our clients. Through the lookback process approximately 3,000 instances were checked and only 4 instances required a refund from us resulting in less than \$8,000 returned to our clients

Who it their right mind would invest in a business that can have todays standards overlayed on the past? The lookback process cost our business in excess of \$150,000 and required 100's of man hours. This is a drain on my business and extremely stressful, but the real issue is that this hinders us from getting on and servicing our clients in times like this.

We have always accepted that if we didn't deliver the service our clients know they pay for, they are entitled to dispute it.

To keep the cost of the lookback process down AMP made the decision to refund fees back to clients automatically for clients with fees under \$400 per year with ASICs approval. This resulted in numerous clients who are getting good advice getting a refund of up to \$4,400. This will all appear in the statistics as fees for no service and has cost shareholders dearly. Yet most of these people have had access to good advice.

One of these clients in particular would have invested with Australian Capital Reserve and lost everything as it went into liquidation if it wasn't for me advising him to go into diversified portfolio. With advice he invested \$58,609 has withdrawn out \$46,137 on a half yearly basis to assist him with paying his rates and he still has \$40,454 with us after paying us about \$385 a year to manage his diversified portfolio. This client and many others should not have received their fees back he is more than extremely happy with his advice and the service we provide to him. He is 82, tripling his fees to met the new requirements does not sit comfortably with me, yet I am sure he does not want to lose access to our services.

### f. <u>ATO Tax Access</u>

Currently, the member's Transfer Balance Cap (TCB) and Total Super Balance (TSB) account information can only be obtained by the member accessing their MyGov account or on application by their personal tax agent. This does not encourage either efficiency or proactivity. What is required, at a minimum, is for the member to be able to grant authority to third parties, such as Financial Planners and SMSF administrators, to access this data. Even better would be the availability of data feeds to Platform administration software and SMSF.

Accountants now have access to this information yet accountants can't give advice on superannuation contributions and without easy access to this information Financial Planners who can give advice are always in dangerous territory especially with catch-up and various cap limits.

Access can be granted by the member to the Financial Planner, the Financial Planner can use the information to make recommendations which then have to be put in an SOA. As this process can often take months yet the planner needs to reinvolve the client again before administering the recommendations in case a current employer has unexpectantly paid a superannuation bonus.

Financial Planners need to be able to access member's Transfer Balance Cap (TCB) and Total Super Balance (TSB) account information easily to reduce the risk of errors and cost of reimbursing the client for errors made.

The other day we had one that exceeded the cap by one cent. We believe it will be fixed as it is clearly a rounding error by the ATO however the process to communicate with the client and apply to the ATO in order to get it fixed again wastes valuable time and adds to the cost of service.

### 3. Experience should count

Under new FASEA requirements, Financial advisors were required to complete an exam and undertake further study to achieve degree equivalence, meet new Continuing Professional Development standards, and comply with a new Code of Ethics.

Experience should count, for me and many in the industry, there needs to be a pathway for recognition for someone

with my qualifications and specialised industry experience.

It is my understanding that I am required to do 5 subjects (approx. 1,000 hours) whilst running a business on top of my CPD (approx. 100-200 hours per year).

### Experience should count.

To put it into perspective, I was studying accountancy in 1985 and 1986 when I ceased it to commence studies in Financial Planning.

Here is a summary of my Study and Recognition of Prior Learning:

Years to Compete	Study	Credits
2 years	1987-1989 LUA Advanced Financial Planning (units 1-8 covering Investment Fundamentals, Superannuation, Retirement Planning, Income Streams, Insurance, Taxation, EstatePlanning and Centrelink and Veteran Affairs)	0
Coupled with motherhood and running a businessfull- time 6 years	1992-1998 Diploma of Financial Planning (units 1-8 a deeper dive into all the topics above)	2
	CFP® Qualified Financial Planner	0
1 year	SMSF Specialist Advisor (designation completed in or after 2005)	1
Numerous years	Further studies to be recognised as a Superannuation Specialist,Retirement Income Specialist, Direct Share Specialist, Debt Management Specialist, Salary Packaging Specialist, Insurance Specialist, Aged Care Specialist, Estate Planning Specialist.	0
36 years	36 Years of Experience	0
36 years	Annual CPD Requirements (100-200 hours pa in total excess of over7,000 hours)	0
	Total	3
Coupled with the responsibility of running a businessfull- time likely to take 5 years	Gap – FASEA approved Graduate Diploma including: Ethics for Professional Advisors bridging course Financial Advice Regulatory & Legal Obligations bridging course Behavioural Finance: Client and Consumer behaviour, Engagementand Decision Making; and Two further FASEA approved courses	5
	Total Requirement	8

When I started advising, degrees in financial planning were not available. In 1985, I started an accounting degree which I ceased mid way through in order to do the 2-year 8 subject LUA Advanced Financial Planning course on how to be a holistic financial planner.

It was then decided that a Diploma was required, so I completed DFP 1 to 8 which covered the same subjects again and went on to become a CFP<sup>®</sup> qualified Financial Planner in 1997. I have also completed accreditation to be a SMSF Specialist.

I have 36 years of continuous experience, extensive ongoing CPD (100-200 hours pa) and to be precise in excess of over 7,000 hours over 35 years in the areas of:

- Investments strategies (strategic asset allocation and goals-based investing)
- Budget and cash flow management
- Debt management (including borrowing for personal and investment purposes)
- Salary packaging

- Superannuation strategies and retirement planning
- Self-managed superannuation funds (SMSF)
- Personal insurance
- Taxation
- Estate planning
- Centrelink, Veteran Affairs and other government benefits
- Ongoing advice and services, including regular portfolio reviews
- Aged care
- Managed investments

Deposit and payment products (for example term deposits, cash management accounts and non-cash payment products)

- Standard margin loans
- Retirement income streams, including pensions and annuities
- Personal and group Insurance (life cover, disability, income protection and trauma)
- Life investment products including whole of life, endowment and bonds
- Securities (including listed securities and debt securities)
- Exchange traded funds and Listed investment companies
- Arranging listed securities, shares and debentures to be bought and sold via a platform and broker.
- Various structured products, instalment warrants over managed funds and protected equity loans
- Investor directed portfolio services
- Investment guarantees

To take experienced financial planners back to study when there is such a need for quality advice and nowhere near enough advisors to deliver it does not make sense.

Do other professionals, who have been practicing for 20 years or more, have to go back and re-do their education because there have been changes in how they categorise the training since they started?

Our ongoing CPD already insures we stay abreast of any changes.

I employee a team of 18 to help me, help my clients, all who I have either assisted to learn Financial Planning from scratch or to take their skills to a superior level and **all who would provide written testimony that workplace experience and training was of greater value than formal learnings**.

I am currently supervising a new adviser whilst he undertakes a professional year and will be supervising another new adviser after that. This all takes time. I help accountants and solicitors work out solutions for complicated clients.

I could just retire with my clients in 2026 but who will look after them and lead my team. That is not what I want, **nor what my team want or what my clients want**, but I also don't want to do a degree that adds little value to what I can do for my clients. I have numerous staff who are studying or who ave recently completed their Degree. If there is anything out there that they think I don't know they bring it to my attention.

If clients still want to see me because of the excellent financial position I have put them or their familyin over 3 decades after being informed that I am Experienced but not Degree Qualified, shouldn't theyhave a right. Isn't 'freedom of choice' or 'a fair go' part of our Australian values.

If I had only repeated my studies once I would have no qualms, but as an Adviser who wanted to be recognised as leading, I have repeated studies numerous times. It is now time for my weekends to bespent with family, friends and on ensuring I maintain my health.

If I am capable of doing the job, why should my career and business be taken from me. It is evident that even both sides of government can see this now and that the only thing stopping the recognition of retaining those that not only have the ability to do the job but are mentors to many in there training is the very groups that should be

fighting for fairness for their members.

Extensive study present or past should be recognized regardless of its classification. Advisers should be judged on their ability to do the job, not the year that they did their study if they have adequately ensured that they have maintained the skills and have a clean compliance record. Anything else is discrimination.

Julie Matheson CFP makes some very good points when she says. "Australia has a skills shortage, not a people shortage. There's an unwillingness to change the way people think about retirement andretirees. The new degree education rules for financial planning is creating another skills shortage andheadache for all. The taxpayer can't afford this plan for early retirement from some of our most experienced and knowledgeable financial planners, adding to the skills shortage and the age pensiontax burden. Until the Government has a plan to find the people to replace experience with qualifications, the "degree qualification" we have to ensure we don't lose those not only capable of doing the job but a history of excelling.

Dr Mark Brimble, Co-Chair of the FPAF, Deputy Chair FPEC: Research and Academic, said: "In 2003 there were few degrees in financial planning. I certainly know that if I had a choice of a Degree rather than Diploma's in 1987 and 1992 when I started my Diploma and Diploma equivalent that I would have chosen the Degree Option.

We all agree 10 years is far too low for the level of credit under the existing proposal.

There has been a number of suggestions. Mine is to slightly amend the Governments proposal to bring it inline with the introduction of FSR as follows:

- 1. Existing advisers who are CFP qualified and registered since 26 June 2003 with a clean compliance record (based on FSCP conduct reviews) will only be required to complete the ethics bridging unit.
- 2. Existing advisers registered since 26 June 2003 with compliance issues (based on FSCP conduct reviews) will be required to complete the current education requirements (as previously set by FASEA).
- 3. Existing or new advisers not registered prior to 26 June 2003 will be required to complete the existing Bachelor's Degree, Graduate Diploma or Masters level education standards (as previously set by FASEA).

36 years of Experience and 36 years of annual CPD should count for something.

### My CPD Requirements to ensure that I stay up to date are :

Licensee Minimum 40 hours CPD per calendar year

- No more than 30 hours CPD from formal education
- No more than 4 hours professional reading
- Minimum 28 hours (70%) Licensee approved
- Minimum 5 hours in Technical Competence
- Minimum 5 hours in Client Care and Practice
- Minimum 5 hours in Regulatory compliance and consumer protection
- Minimum 9 hours in Professionalism and ethics

CFP Minimum 28 hours (70%) FPA accredited

- CPD must align with ASIC Knowledge Requirements
- Ensure CPD is relevant to the product areas in advice is provided
- Ensure CPD activities accredited by the FPA are relevant to the industry and delivered by individuals of appropriate expertise;

TPB Minimum 40 hours CPE (TPB accredited) per calendar year

• Minimum 5 hours Taxation Specific

SMSF Minimum 25 hours CPD (relevant to SMSF) per financial year

SMSF Minimum 90 hours CPD (relevant to SMSF) per 3 years

We need all CPD to align to the same period ie all to be based on say calendar year not some calendar and other financial year.

I have no problems with a minimum of 40 hours as I often do in excess of 100 hours a year but I do have a problem with 9 hours of Ethics. Once an adviser has completed the **ethics unit of the Degree they should only have to do an hour or 2 at the most**.

### **Appendix 1: Client comments on Annual Advice Agreements**

John and Shelley questioned whilst signing all of their forms in relation to their Annual Advice Agreement and Trustee Fees, why they had to resign all of these forms (7 in total) every year if the fees weren't changing.

When advised it was required by legislation, John and Shelley said that they should only need to resign if the fees were increasing.

John and Shelley said that they already received a lot of information on fees and felt this was a waste of time, paper and very unnecessary.



### **Adviser Comments**

At the moment, we have so many obligations to report our fees, which leads to client confusion and dissatisfaction about the duplicative paperwork with no additional client benefit.

Putting more forms in front of the client to sign does not lead to an enhanced understanding of the fees.

Clients need to be informed however they should also have the flexibility to choose the services that they pay for and how often they want to resign for these services and when the service can easily be extended to a different renewal date. Fee Agreements and Trustee Fees should only need to be resigned 3 yearly unless a fee is increasing.



### 17 March 2022

### Annual advice agreement

This is an annual advice agreement between you and us for providing you with advice and access to us, in return for payment of a fee and will be referred to as the 'agreement'. For the purposes of this agreement:

we/our/us means	Bull Group Pty Ltd (ABN 91 010 652 883) trading as Bull Financial Group
you/your means	

### Term of agreements

The agreement commences on 29 March 2022 and ends on 28 March 2023, or earlier if the agreement is terminated by you, us or by operation of this agreement or at law. The maximum term of this agreement is 12 months. By entering into this agreement, any prior advice agreements or arrangements you may have with us will end, including any ongoing advice agreements.

This agreement doesn't affect managed discretionary account contracts or any prior agreements for any other, non-financial product advice including but not limited to service only agreements.

### Service summary

Here's a summary of what we'll deliver to you under the agreement and how many times each service will be delivered:

Service	Service Frequency
Advice review	1

### Our services in detail

#### Advice review

We will provide you with an advice review at the frequency specified in this agreement. The advice review provides you with the opportunity to inform us of any changes to your personal circumstances, goals and attitude towards risk. We will assess these and any other relevant changes to investment markets and legislation to determine whether your financial plan remains appropriate to your needs.

We will advise you of any recommended changes to your financial plan before we implement them. You can ask for these recommendations to be provided to you in writing. We will also confirm if your financial plan remains appropriate for your needs.

An advice review includes:

- confirming your relevant personal circumstances, including your objectives, financial situation and needs, and updating our records if required.
- confirming you are on track to achieving your goals and objectives.
- determining whether there are any new goals you wish to achieve.
- conducting an investment portfolio review, if appropriate, to determine whether investments continue to be consistent with your goals, your risk tolerance and if they are performing appropriately, and
- providing our recommendations to you and implementing any changes agreed to on your behalf, following your consent.

We factor into our advice fees any anticipated changes to your financial plan. If there are significant changes to your circumstances, outside the original scope of our advice that require us to provide new advice to you, we may charge you additional fees. If this occurs, we will explain the additional cost to you and obtain your consent before providing this advice.

Additionally, throughout the term of this agreement, you will be entitled to ongoing access to us. This means we will be available to provide you with support and assistance, which may include:

- providing information about strategies and financial products,
- sending copies of previous financial statements for products recommended, and
- assisting with balance enquiries.

Ongoing access to us will be provided on a fair and reasonable basis.

### The cost of our services

The cost for each service is set out in the table below and is in line with our fee schedule as outlined in our Financial Services and Credit Gulde. These costs are determined by the complexity of your circumstances and our services provided to you. Fees can only be deducted from your superannuation fund where advice relates to superannuation.

#### Advice review

Paid by	How your fees are calculated and where they are paid from^	Total cost to you
. <u></u> .	0.66% of Super (Estimated portfolio value of	
	0.66% of iver Pension (Estimated portfolio value of	-
	0.66% of Pension (Estimated portfolio value of \$	
	0.66% of Pension (Estimated portfolio value of	¥.
	0.66% of t Super (Estimated portfolio value of	
oint	Flat fee paid on Invoice:	
anantana dikatantan di katalahistik	Total (GST inclusive)	

^ A percentage-based fee is determined by applying the specified percentage to the estimated portfolio value. This fee may vary if your portfolio value is different at the time fees are deducted.

Fees will be paid to us as outlined above unless you authorise us to change the payment method during the term of the agreement.

The actual fees paid to us may be greater than the fees deducted from your account. We are paid fees inclusive of Goods and Services Tax (GST) whereas the amounts deducted from your account are inclusive of GST less a Reduced Input Tax Credit (RITC) effectively reducing the rate of GST payable.

For example, if your fee is \$1,100 then based on current GST and RITC rates \$1,025 will be deducted from your account and we will be paid \$1,100.

We may also receive benefits (including commissions) which, should they apply, are outlined in your existing advice documentation. We confirm that this is not an additional cost to you.

### Your role and responsibilities

To develop a successful financial strategy for you and to recommend appropriate products, we must consider your personal circumstance and financial objectives. Before providing advice and services to you, we will discuss with you what information we require and what you will need to provide. This will include accurate and current information regarding your personal and financial position, objectives and needs.

It's important to keep us updated on any changes in your circumstances, so we are able to determine if our advice continues to be appropriate. You have the right to not provide us with certain personal information. However, if you don't provide this information, the advice you receive may not be appropriate to your needs, objectives and financial situation. We may also decline to provide advice to you if we don't have enough information from you.

### Extending the delivery date

You can consent for us to deliver an advice review or prescribed service by no more than 60 days after the scheduled end of this agreement. No additional advice or service fees are incurred during the extended period in relation to the advice or services that are yet to be delivered.

### Assigning this agreement to another service provider

We want to make sure that you receive services without interruption. This means that we may transfer and assign our rights and obligations under this agreement to another adviser, practice, or licensee. To the extent necessary, you consent to such transfer and assignment. When you sign this agreement, you are agreeing that:

- · the services in this agreement may be delivered by the new assigned service provider
- fees payable by you under this agreement may be paid to the new assigned service provider
  - benefits (including commissions [through insurance or risk products]) currently given to us and outlined in your existing advice documentation may be given to the new assigned service provider.

We will write to you with at least 14 days' notice to let you know the agreement is being assigned. You can end the agreement at any time by giving written notice to us or the new service provider after the agreement has been assigned.

### Terminating this agreement

This agreement continues until it is terminated by you, us or by operation of this agreement or at law.

You can terminate the agreement at any time by notifying us in person, writing or phone. If you terminate the agreement, the fees you pay under the agreement, and advice and services you receive will cease.

We can terminate the agreement by providing you with at least 30 days' notice. If we terminate the agreement, we will refund you fees for any services that have not been delivered before the end of the agreement. We can also terminate the agreement if you fail to make a payment or do not make a payment within the required payment period. We will make reasonable efforts to contact you in the event you fail to make a payment.

Entering a new annual advice agreement with us will terminate this agreement from the commencement date of that new agreement. Should the terms of this agreement require changing, a new agreement will be required.

Version: 1.7

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### Consequences upon your death.

Upon the death of either of you, you would like this agreement to either:

- continue unless you instruct us otherwise. The remaining party to this agreement will continue to receive the advice and services they have specified in this agreement at the agreed frequency. Fees may continue as specified in this agreement, unless you elect to terminate the agreement, which you can do at any time.
- terminate Immediately. No advice fees will be charged from the time we are notified of the death and no advice or services will be provided by us from this time under this agreement. Any fees charged between the date of death and the date we are notified will be refunded. If you require any advice or services after we are notified of the death, you will need to either enter into a new agreement with us, or we can charge you on an ad hoc basis.

Please Indicate your direction by ticking one of the two boxes above.

### Refunds

In addition to the circumstances described above, fees will also be refunded to you should we fail to cease charging fees after the termination of the agreement. In this case, fees will be refunded back to the date of termination. We reserve the right to retain fees collected after the termination of the agreement that relate to services already provided by us when the agreement was still active.

### Services not provided under this agreement

You may have additional agreements with us or with businesses associated with us. Those additional agreements are in no way associated with or endorsed by AMP Group and are separate to this agreement. This agreement has no effect on the operation of other agreements we have with you, other than any annual advice agreement which it replaces.

### Acknowledgement

You,

- have read and understand this agreement
- understand the services that will be provided under this agreement
- understand that this agreement is not an "ongoing fee arrangement" for the purposes of the Corporations Act 2001 (Cth)
- · understand the fees payable and associated payment method
- have had the opportunity to receive separate legal or accounting advice
- instruct Bull Group Pty Ltd (ABN 91 010 652 883) trading as Bull Financial Group to proceed with the services in this agreement
- have received and read the contents of the Financial Services and Credit Guide that has been provided to you, and
- agree to pay for the services as stated in the agreement and using the stated payment source as set out above in the "Cost of our services" section of this agreement.

21-03 2022 21/3/22  $\mathbf{X}$ Signature Date -Signature Date

Charter Financial Planning ABN 35 002 976 294 Australian Financial Services Licence No. 234665 Address: Level 24, 33 Alfred Street SYDNEY NSW 2000 Australia

# North

Date 17 March 2022 Client number

Account number

**Reference** number

### Advice fees alteration form – MyNorth Pension

## Please read this information carefully, then sign and date the form to confirm the details.

If these details are incorrect, contact your financial adviser.

### Your details

Name Mailing address

Work number Mobile Email

### Your adviser details

Name	LEANNE BULL
Email	bfg@bullfinancial.com.au
Phone	07 4153 5388

North Service Centre, GPD Box 2915, Melbourne, VIC 3001 Tel: 1800 567 841 Website: northonline com.au Email: north@amp com.au Fund: Wealth Personal Superannuation and Pension Fund ABN 92 381 911 598 Trustee: N M.Superannuation Proprietary Limited ABN 31 008 428 322 AFS Licence No, 234654

### Your ongoing advice fees - current fee agreement

This request will result in no change to your current agreement ongoing advice fees.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 March 2022 and the final fee will be deducted on 29 March 2022.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee - ongoing percentage <sup>2</sup>	30 March 2021	29 March 2022	0.66%

<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues. I understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre. <sup>2</sup> This fee is based on your account balance on the day the fee is deducted

### Your ongoing advice fees - next fee agreement

This request will result in the following ongoing advice fees being applied to your account.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 April 2022 and the final fee will be deducted on 29 March 2023.

Description	Fe	e agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee – ongoing percentage <sup>2</sup>		30 March 2022	29 March 2023	0.66%

<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues. I understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre.
<sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

All ongoing advice fees include GST.

### **Recipients of advice fees**

Adviser name

Leanne Bull

Ongoing/One-off

100.00%

### Consent, declaration and signature

- I confirm that the changes made only relate to the services my financial adviser provides for this account and not to any other advice or services my adviser is providing.
- I understand that this agreement entitles me to receive one or more of the following superannuation advice services solely in relation to this account:
  - Contribution strategies
  - Insurance in super
  - Super/Pension investment portfolio review
  - Accessing super/pension
- I understand that advice fees funded from my account will reduce my account balance over time, and if I don't have enough funds available to pay my premiums, my insurance may lapse and I will lose the benefit of cover.
- I understand that change to a one-off deduction can only be made prior to the fee deduction occurring.
- I consent to the advice fees being deducted from my account.
- I agree to release and indemnify N.M. Superannuation Proprietary Limited from and against all actions, proceedings, accounts, costs, claims and demands in respect of any liabilities arising directly or indirectly as a result of the use of the facilities offered including, but not limited to a failure by me or my financial adviser to comply with this agreement and the relevant law.I acknowledge that this release and indemnity does not apply to the extent that such liability is attributable to N.M. Superannuation Proprietary Limited's own neglect or default.
- I acknowledge that the internal and external systems used by N.M. Superannuation Proprietary Limited are vulnerable to disruptions or failures, which may result in my instructions or the instructions of my financial adviser not being executed or delayed according to the instructions given. I agree to release and indemnify N.M. Superannuation Proprietary Limited for any loss or damage arising directly or Indirectly as a result of or in connection with any such disruption or failure.
- I acknowledge that N.M. Superannuation Proprietary Limited is entitled to decline or refuse to act on my instructions or the instructions of my adviser for any reason where N.M. Superannuation Proprietary Limited considers that it is reasonable in the circumstances to do so.
- I have read the above information and understand these conditions.

Your signature

Х

Date 21032022

North Service Centre, GPO 8ox 2915, Melbourne, VIC 3001 Tel: 1800 667 841 Website: northonline.com au Email: north@amp.com.au Fund: Wealth Personal Superannuation and Pension Fund ABN 92 381 911 598 Trustee: N.M.Suparannuation Proprietary Limited ABN 31 008 428 322 AFS Licence No. 234654

# North

Date 17 March 2022 Client number

Account number

**Reference** number

### Advice fees alteration form – MyNorth Super

Please read this information carefully, then sign and date the form to confirm the details.

If these details are incorrect, contact your financial adviser.

### Your details

Name Mailing address

Work number Mobile Email

### Your adviser details

Name	LEANNE BULL
Email	bfg@bullfinancial.com.au
Phone	07 4153 5388

North Service Centre, GPO Box 2915, Melbourne, ViC 3001 Tel: 1800 667 841 Website: northonline.com.au Email: north@amp.com.au Fund: Wealth Personal Superannuation and Pension Fund ABN 92 381 911 598 Trustee: N.M Superannuation Proprietary Limited ABN 31,008 428 322 AFS Licence No. 234654

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### Your ongoing advice fees - current fee agreement

This request will result in no change to your current agreement ongoing advice fees. Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 March 2022 and the final fee will be deducted on 29 March 2022.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee - ongoing percentage <sup>2</sup>	30 March 2021	29 March 2022	0.66%

<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues. I understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre. <sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

### Your ongoing advice fees - next fee agreement

This request will result in the following ongoing advice fees being applied to your account.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 April 2022 and the final fee will be deducted on 29 March 2023.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee – ongoing percentage <sup>2</sup>	30 March 2022	29 March 2023	0.66%
1			1.1.1.1

<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues 1 understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre <sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

All ongoing advice fees include GST-

### **Recipients of advice fees**

Adviser name

Leanne Bull

Ongoing/One-off

100.00%

### Consent, declaration and signature

- I confirm that the changes made only relate to the services my financial adviser provides for this account and not to any other advice or services my adviser is providing.
- I understand that this agreement entitles me to receive one or more of the following superannuation advice services solely in relation to this account:
  - Contribution strategies
  - Insurance in super
  - Super/Pension investment portfolio review
  - Accessing super/pension
- I understand that advice fees funded from my account will reduce my account balance over time, and if i
  don't have enough funds available to pay my premiums, my insurance may lapse and I will lose the
  benefit of cover.
- I understand that change to a one-off deduction can only be made prior to the fee deduction occurring.
- I consent to the advice fees being deducted from my account.
- I agree to release and indemnify N.M. Superannuation Proprietary Limited from and against all actions, proceedings, accounts, costs, claims and demands in respect of any liabilities arising directly or indirectly as a result of the use of the facilities offered including, but not limited to a failure by me or my financial adviser to comply with this agreement and the relevant law. I acknowledge that this release and indemnity does not apply to the extent that such liability is attributable to N.M. Superannuation Proprietary Limited's own neglect or default.
- I acknowledge that the internal and external systems used by N.M. Superannuation Proprietary Limited are vulnerable to disruptions or failures, which may result in my instructions or the instructions of my financial adviser not being executed or delayed according to the instructions given. I agree to release and indemnify N.M. Superannuation Proprietary Limited for any loss or damage arising directly or indirectly as a result of or in connection with any such disruption or failure.
- I acknowledge that N.M. Superannuation Proprietary Limited is entitled to decline or refuse to act on my instructions or the instructions of my adviser for any reason where N.M. Superannuation Proprietary Limited considers that it is reasonable in the circumstances to do so.
- I have read the above information and understand these conditions.

Your signature

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Date 21 03 2022

# North

Date 17 March 2022 Client number

Account number

**Reference** number

### Advice fees alteration form - MyNorth Pension

## Please read this Information carefully, then sign and date the form to confirm the details.

if these details are incorrect, contact your financial adviser.

### Your details

Name Mailing address

Mobile Email

### Your adviser details

Email	bfg@bullfinancial.com.au
Phone	07 4153 5388

North Service Centre, GPO Box 2915, Melbourne, VIC 3001 Tel: 1800 567 841 Website: northonline.com.au Email: north@amp com.au Fund: Wealth Personal Superannuation and Pension Fund ABN 92 381 911 598 Trustee: N M.Superannuation Proprietary Limited ABN 31 008 428 322 AFS Licence No. 234654

122901821 Page 1 of 3

### Your ongoing advice fees - current fee agreement

This request will result in no change to your current agreement ongoing advice fees.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 March 2022 and the final fee will be deducted on 29 March 2022.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee - ongoing percentage <sup>2</sup>	30 March 2021	29 March 2022	0.66%

<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues. I understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre.
<sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

### Your ongoing advice fees - next fee agreement

This request will result in the following ongoing advice fees being applied to your account.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 April 2022 and the final fee will be deducted on 29 March 2023.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee - ongoing percentage <sup>2</sup>	30 March 2022	29 March 2023	0.66%

<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues. I understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre. <sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

All ongoing advice fees include GST.

### **Recipients of advice fees**

Adviser name

Leanne Bull

Ongoing/One-off

100.00%

### Consent, declaration and signature

- I confirm that the changes made only relate to the services my financial adviser provides for this account and not to any other advice or services my adviser is providing.
- I understand that this agreement entitles me to receive one or more of the following superannuation advice services solely in relation to this account:
  - Contribution strategies
  - Insurance in super
  - Super/Pension investment portfolio review
  - Accessing super/pension
- I understand that advice fees funded from my account will reduce my account balance over time, and if I don't have enough funds available to pay my premiums, my insurance may lapse and I will lose the benefit of cover.
- I understand that change to a one-off deduction can only be made prior to the fee deduction occurring.
- I consent to the advice fees being deducted from my account.
- I agree to release and indemnify N.M. Superannuation Proprietary Limited from and against all actions, proceedings, accounts, costs, claims and demands in respect of any liabilities arising directly or indirectly as a result of the use of the facilities offered including, but not limited to a failure by me or my financial adviser to comply with this agreement and the relevant law.I acknowledge that this release and indemnity does not apply to the extent that such liability is attributable to N.M. Superannuation Proprietary Limited's own neglect or default.
- I acknowledge that the internal and external systems used by N.M. Superannuation Proprietary Limited are vulnerable to disruptions or failures, which may result in my instructions or the instructions of my financial adviser not being executed or delayed according to the instructions given. I agree to release and indemnify N.M. Superannuation Proprietary Limited for any loss or damage arising directly or indirectly as a result of or in connection with any such disruption or failure.
- I acknowledge that N.M. Superannuation Proprietary Limited is entitled to decline or refuse to act on my
  instructions or the instructions of my adviser for any reason where N.M. Superannuation Proprietary
  Limited considers that it is reasonable in the circumstances to do so.
- I have read the above information and understand these conditions.

Your signature



Date 21032022

# North

Date 17 March 2022 Client number

Account number

**Reference** number

### Advice fees alteration form – MyNorth Pension

Please read this information carefully, then sign and date the form to confirm the details.

If these details are incorrect, contact your financial adviser.

### Your details

Name Mailing address

Mobile Email

### Your adviser details

Name	LEANNE BULL
Email	bfg@bullfinancial.com.au
Phone	07 4153 5388

North Service Centre, GPO Box 2915, Melbourne, VIC 3001 Tel: 1800 667 841 Website: northonline.com au Emsil: north@amp com.au Fund: Wealth Personal Superannuation and Pension Fund ABN 92 381 911 598 Trustee: N.M.Superannuation Proprietary Limited ABN 31 008 428 322 AFS Licence No. 234654

122901685 Page 1 of 3

### Your ongoing advice fees - fee agreement

This request will result in the following ongoing advice fees being applied to your account.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 April 2022 and the final fee will be deducted on 29 March 2023.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee - ongoing percentage <sup>2</sup>	30 March 2022	29 March 2023	0.66%
<sup>1</sup> Your consent for this fee agreement will expire at the end request for my ongoing advice fees to be withdrawn, termi			

<sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

All ongoing advice fees include GST.

### **Recipients of advice fees**

Adviser name

Leanne Bull

Ongoing/One-off

100.00%

### Consent, declaration and signature

- I confirm that the changes made only relate to the services my financial adviser provides for this account and not to any other advice or services my adviser is providing.
- I understand that this agreement entitles me to receive one or more of the following superannuation advice services solely in relation to this account:
  - Contribution strategies
  - Insurance in super
  - Super/Pension investment portfolio review
  - Accessing super/pension
- I understand that advice fees funded from my account will reduce my account balance over time, and if I don't have enough funds available to pay my premiums, my insurance may lapse and I will lose the benefit of cover.
- I understand that change to a one-off deduction can only be made prior to the fee deduction occurring.
- I consent to the advice fees being deducted from my account.
- I agree to release and indemnify N.M. Superannuation Proprietary Limited from and against all actions, proceedings, accounts, costs, claims and demands in respect of any liabilities arising directly or indirectly as a result of the use of the facilities offered including, but not limited to a failure by me or my financial adviser to comply with this agreement and the relevant law. I acknowledge that this release and indemnity does not apply to the extent that such liability is attributable to N.M. Superannuation Proprietary Limited's own neglect or default.
- I acknowledge that the internal and external systems used by N.M. Superannuation Proprietary Limited are vulnerable to disruptions or failures, which may result in my instructions or the instructions of my financial adviser not being executed or delayed according to the instructions given. I agree to release and indemnify N.M. Superannuation Proprietary Limited for any loss or damage arising directly or indirectly as a result of or in connection with any such disruption or failure.
- I acknowledge that N.M. Superannuation Proprietary Limited is entitled to decline or refuse to act on my
  instructions or the instructions of my adviser for any reason where N.M. Superannuation Proprietary
  Limited considers that it is reasonable in the circumstances to do so.
- I have read the above information and understand these conditions.

Your signature

X

Date 21032022

North Service Centre, GPO Box 2915, Melbourne, VIC 3001 Tel: 1800 667 841 Website: northonline.com.au Email: north@amp.com.au Fund: Wealth Personal Superannuation and Pension Fund ABN 92 381 911 598 Trustee: N.M.Superannuation Proprietary Limited ABN 31 008 428 322 AFS Licence No. 234654

# North

Date

**Client number** 

Account number

**Reference** number

### Advice fees alteration form - MyNorth Super

## Please read this information carefully, then sign and date the form to confirm the details.

If these details are incorrect, contact your financial adviser.

### Your details

Name Mailing address

Mobile Email

### Your adviser details

Name	LEANNE BULL
Email	bfg@bullfinancial.com.au
Phone	07 4153 5388

North Service Centre, GPO Box 2915, Melbourne, ViC 3001 Tel: 1800 667 841 Website: northonline.com.au Email: north@amp com.au Fund: Wealth Personal Superannuation and Pension Fund ABN 92 381 911 598 Trustee: N.M.Superannuation Proprietary Limited ABN 31 008 428 322 AFS Licence No. 234654

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### Your ongoing advice fees - current fee agreement

This request will result in no change to your current agreement ongoing advice fees.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 22 March 2022 and the final fee will be deducted on 22 March 2022.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee - ongoing percentage <sup>2</sup>	23 March 2021	22 March 2022	0.66%

<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues. I understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre.
<sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

#### Your ongoing advice fees - next fee agreement

This request will result in the following ongoing advice fees being applied to your account.

Ongoing advice fees will be deducted from your cash account each month. The first payment will be applied on 29 April 2022 and the final fee will be deducted on 29 March 2023.

Description	Fee agreement start date	Fee agreement end date <sup>1</sup>	Value pa
Member advice fee – ongoing percentage <sup>2</sup>	30 March 2022	29 March 2023	0.66%
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<sup>1</sup> Your consent for this fee agreement will expire at the end of this day so long as the ongoing fee arrangement continues. I understand that I can request for my ongoing advice fees to be withdrawn, terminated or varied at any time by contacting my financial adviser or the North Service Centre.
<sup>2</sup> This fee is based on your account balance on the day the fee is deducted.

All ongoing advice fees include GST.

### **Recipients of advice fees**

**Adviser** name

Leanne Bull

Ongoing/One-off

100.00%

### Consent, declaration and signature

- I confirm that the changes made only relate to the services my financial adviser provides for this account and not to any other advice or services my adviser is providing.
- I understand that this agreement entitles me to receive one or more of the following superannuation advice services solely in relation to this account:
  - Contribution strategies
  - Insurance in super
  - Super/Pension investment portfolio review
  - Accessing super/pension
- I understand that advice fees funded from my account will reduce my account balance over time, and if I
  don't have enough funds available to pay my premiums, my insurance may lapse and I will lose the
  benefit of cover.
- I understand that change to a one-off deduction can only be made prior to the fee deduction occurring.
- I consent to the advice fees being deducted from my account.
- I agree to release and indemnify N.M. Superannuation Proprietary Limited from and against all actions, proceedings, accounts, costs, claims and demands in respect of any liabilities arising directly or indirectly as a result of the use of the facilities offered including, but not limited to a failure by me or my financial adviser to comply with this agreement and the relevant law. I acknowledge that this release and indemnity does not apply to the extent that such liability is attributable to N.M. Superannuation Proprietary Limited's own neglect or default.
- I acknowledge that the internal and external systems used by N.M. Superannuation Proprietary Limited are vulnerable to disruptions or failures, which may result in my instructions or the instructions of my financial adviser not being executed or delayed according to the instructions given. I agree to release and indemnify N.M. Superannuation Proprietary Limited for any loss or damage arising directly or indirectly as a result of or in connection with any such disruption or failure.
- I acknowledge that N.M. Superannuation Proprietary Limited is entitled to decline or refuse to act on my
  instructions or the instructions of my adviser for any reason where N.M. Superannuation Proprietary
  Limited considers that it is reasonable in the circumstances to do so.
- I have read the above information and understand these conditions.

#### Your signature

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Date 2103202)

North Service Centre, GPO Box 2915, Melbourne, VIC 3001 Tel: 1800 667 841 Website: northonline.com.au Email: north@amp com.au Fund: Wealth Personal Superannuation and Pensior Fund ABN 92 381 911 598 Trustee: N.M.Superannuation Proprietary Limited ABN 31 008 428 322 AFS Licence No. 234654

122901460 Page 3 of 3



LEANNE BULL 2b Powers Street Bundaberg West, QLD 4670 (07) 4153 5388 bfg@bullfinancial.com.au www.bullfinancial.com.au

17 March 2022

### **Payment authorisation**

To ensure that your authority is processed as quickly as possible, please follow the instructions below:

- 1. Note that only ONE account can be opened with each authority form.
- 2. Ensure your form is signed.
- 3. Return your completed form to your adviser.

I/We request you, Charter Financial Planning, to arrange for any amounts which become payable, to be debited from my/our credit card or bank account shown below according to our invoice schedule.

Customer name	1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 - 1996 -	
Registered address		
Phone number	*	
RIA reference		
Scheduled payments	Annually payments of \$4 \$	starting on 29 March 2022 until payments total

How to Pay:

Choose to pay by either Credit Card or Bank Account.

Cardholder's Name			Expiry Date
credit Card Number		Cardholde	er's Signature
Tick here to pay by Bank Accour	it		
ccount Name		BSB	Account Number

Indicate the exact name/s the account is in. All authorised signatories must sign the authorisation below.

### **Authorisation**

Upon invoice approval within Charter Financial Planning, please debit the above credit card or bank account as agreed in the Charter Financial Planning Direct Debit or Credit Card Request Service Agreement (included in Charter Financial Planning Terms and Conditions), or as varied from time to time by agreement between you and us.



LEANNE BULL 2b Powers Street Bundaberg West, QLD 4670 (07) 4153 5388 bfg@bullfinancial.com.au www.bullfinancial.com.au

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17 March 2022

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### Invoice plan number Outstanding balance

- Agreement MAR 2022

### **Invoice Plan**

As per Annual Advice Agreement

Associated agreement

**Scheduled payments** 

Annually payments of  $\hat{c}$  until payments total  $\hat{c}$ 

starting on 29 March 2022

Total Recurring amount (excl. GST) Total GST Total amount payable Outstanding balance

### How to pay

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-		_	

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Direct Debit or Credit Card Mastercard, Visa or American Express

Please contact your adviser to provide your credit card or direct debit details



Biller Code: 283846 Ref: Cheque

Make your cheque payable to Charter Financial Planning

Please post to Locked Bag 35002, Collins St West VIC 8007

Ref. Outstanding amount:

Bull Group Pty Ltd (ABN 91 010 652 883) trading as Bull Financial Group (ABN 91 010 652 883), is an authorised representative and credit representative of Charter Financial Planning ABN 35 002 976 294, Australian Financial Services Licence and Australian Credit Licence No. 234665.

Name	- Signature	Date 21/03/202
Name	Signatu	Date 21/3/22

### Credit Card or Direct Debit Request Service Agreement

This Direct Debit or Credit Card Service Agreement should be kept for your reference with your other important Charter Financial Planning documents.

- 1. This agreement allows Charter Financial Planning to withdraw money from your nominated account, shown on the Direct Debit Request or the Credit Card Authority form.
- 2. The first time money is withdrawn from your nominated account on the Direct Debit Request or the Credit Card Authority form you automatically agree to these conditions. These conditions then apply to all withdrawals from your nominated account.
- 3. If we want to change this agreement, we will notify you 14 calendar days in advance of any change. If you disagree with this change, please notify us within these 14 calendar days.
- 4. Please contact your financial planner by phone, fax, e-mail or mail at least 3 business days before the due date if you want to:
  - Change this agreement, e.g. the amount you pay, how often you pay or deferring payment due to unforeseen circumstances. Charter Financial Planning will require you to provide signed authorisation for any changes.
  - Change your nominated account details. Charter Financial Planning will require you to sign a new Direct Debit Request or Credit Card Authority form.
  - Cancel this agreement.
  - Stop or defer an individual payment.
- 5. If you want to dispute a debit that has been made from your account, Charter Financial Planning will respond to you within 5\* business days. If you are not satisfied with Charter Financial Planning 's response to your dispute, you can lodge a formal claim with your financial institution.
- 6. If the payment date is on a weekend or public holiday in Sydney, we will process your payment on the next business day. If you are uncertain as to when the debit will be processed to your nominated account, you should contact your financial institution directly.
- 7. You must make sure that sufficient cleared funds are available in your nominated account on the payment date. If there are insufficient funds and your financial institution dishonours the payment, any charges incurred by your financial institution may be debited from your nominated account. You must advise us in writing, or by fax if you have Fax Banking, if you close your nominated account.
- 8. If your direct debit is dishonoured by your financial institution, the value of the dishonoured drawing will be debited to your account. We will also withdraw money to cover any costs or charges incurred by Charter Financial Planning and an inward dishonour fee may also apply. We also reserve the right to cancel the Direct Debit Request if any debit is returned unpaid by your financial institution.
- 9. Charter Financial Planning will keep your financial institution account details confidential. However, we will disclose these details:
  - If you give us permission.
  - If a court order applies.
  - To settle a claim.
  - If a financial institution involved in the transaction requires information for the purpose of settling a claim/dispute.
  - You authorise the following:
    - Charter Financial Planning to verify the details of the nominated account with your financial institution.
    - The financial institution to release information allowing Charter Financial Planning to verify the nominated account details.
- 10. You indemnify us against all losses, costs, damages and liability that we suffer as a result of you giving us incorrect or false information in your Direct Debit Request. Your indemnity:
  - Extends and covers all changes you make to your Direct Debit Request.
  - Continues after this agreement is ended. In this agreement, we refer to Charter Financial Planning ABN 35002976294, AFSL 234665 as 'we', 'us' and 'our'.

11. If you have an Annual Advice Service Agreement, Service Only Agreement and/or an Initial or Additional Advice/Services Agreement with us, you agree that we may transfer our authorisation to withdraw money from your nominated account, shown on the Direct Debit Request or the Credit Card Authority form to another advice licensee within the AMP Group and you consent to such transfer. The advice licensees within the AMP Group are AMP Financial Planning (ABN 89051208327, AFSL 232706), Charter Financial Planning (ABN 35002976294, AFSL 234665), Hillross Financial Services Ltd (ABN 77003323055, AFSL 232705) and ipac Securitles Limited (ABN 30008587595, AFSL 234656).

You agree that amounts payable by you under the Direct Debit Request or the Credit Card Authority form may be paid to the new assigned licensee. If the Direct Debit Request or the Credit Card Authority form and this agreement are to be transferred, we will notify you 14 calendar days in advance of the transfer. If you disagree with the transfer, please notify us within these 14 calendar days. The conditions of this agreement will otherwise remain unchanged following the transfer unless you receive notification under Clause 3.

\* Disputes involving transactions over one year old will take longer to investigate and respond.

Issued by Charter Financial Planning ABN 35002976294, AFSL 234665.

### Your Acknowledgement

Before we proceed with the preparation of your financial plan, please take a moment to read the following information:

#### **Duty of Care**

Your information recorded in this fact find will be used to prepare your financial plan. Discussions held during this fact-finding meeting do not constitute personal advice and should not be implemented before receiving the financial plan we will prepare for you.

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We have had no significant changes to our circumstances and agree to proceed with the minor alterations detailed in the File Notes Section of this Fact Finder. Buy/sell costs and capital gains consequences have been discussed with us.

### Incomplete or inaccurate information

Our advice to you is based on the information you tell us about yourself. If that information is incomplete or inaccurate, this could affect our ability to fully or properly analyse your needs, objectives and financial situation, so our recommendations may not be appropriate for you.

We have been informed that providing complete and accurate information is important, as it will be used to help form the basis of advice. We understand that if this information is incomplete or inaccurate, the advice provided to us may not be appropriate. We confirm any information we provide is complete and accurate to the extent of our knowledge.

### Agreement to be recorded

Your recorded conversations may be made available for review by third parties such as other employees of our practice, employees of our financial planning Licensee, the Regulator or a court of law. You can withdraw your consent to be recorded at any time by providing written instructions (electronic or handwritten) to us.

We agree that you may record any future conversation held between us.

The purpose of the recording is to act as a record of our conversation with Bull Financial Group; and The recording will be retained securely in our client file.

### **Current Financial Services and Credit Guide (FSCG)**

We confirm that we have been provided with the FSCG version 13.0 including the Appendix: Privacy Collection Statement. We also confirm that the contents of this document have been explained to us, and we have had the opportunity to ask questions to our Bull Financial Group.

### **Protecting your privacy**

We consent to our personal, sensitive and health information being collected; and we understand the information will be collected, used, stored, disclosed, secured and de-identified or destroyed in line with the AMP Privacy Policy, a copy of which is available on request or online at amp.com.au/privacy, and in accordance with the Privacy Collection Statement, which sets out in more detail how our information is collected and the ways in which that information may be used or disclosed.

AMP Privacy Policy also provides details of how you can contact us to access, update or correct your information or to make a complaint about any breach of the Australian Privacy Principles.

### FSCG, FDS and PDS

We agree to receive:

- the current and future FSCG versions;
- Statement of Advice (SOA) (including any documents that form part of an SOA);
- Fee Disclosure Statements (FDSs);
- Renewal or opt-in notice in relation to an ongoing fee arrangement: and Product Disclosure Statements (PDSs) and other product offer documents,

electronically, via an email, an email with hyperlink, a secure online portal or site, or by being shown where and how they can be accessed on the internet or a secure site.

Please note:

- paper version of the documents may no longer be given;
- electronic communications must be regularly checked for documents; and
- you may change your mind at any time so that you receive paper documents.

### Other information

We provide our consent for Bull Financial Group to retain and store our account numbers and/or Centrelink number for the purpose of providing us with initial and ongoing financial planning advice

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### **TFN / Exemption code**

We provide our consent for Bull Financial Group and the financial planning licensee to collect and handle our Tax File Numbers (TFN) when acting on our behalf in relation to our financial affairs.

#### Please note:

If you agree for your TFN to be collected and handled by us and the financial planning licensee when acting on your behalf in relation to your financial affairs, you should note that in accordance with the *Privacy (Tax File Number) Rule 2015*, we:

- can only collect your TFN where it is necessary for a lawful purpose, such as applying for an investment product, and that is the basis on which your TFN is collected;
- may disclose your TFN to the Australian Taxation Office for the purposes of searching the Lost Members Register (LMR) records, provide other relevant information for the purposes of searching LMR records and receive the results of this LMR search;
- will retain your TFN on file for as long as it is needed in connection with the provision of financial services by us, the financial planning licensee or another AMP adviser; and
- may provide this information to financial advisers, brokers and those who are authorised by the financial planning licensee to review customers' needs and circumstances from time to time.

It is not an offence to not quote your TFN. If you choose not to quote your TFN in relation to your investments, or you claim an exemption, tax may be taken out of your investment returns. The consequences of you not quoting your TFN may change due to future legislative changes.

### **Electronic communications**

We agree to use an electronic means to provide instructions, acknowledgements, and agreements, from time to time. Emails/text messages sent from the below email address or mobile number can be taken as our instructions, acknowledgements or agreements.

Email address 1: j.	Phone number 1.	l
Email address 2:	Phone number 2:	

#### Please note:

- We do not take any responsibility for the security or confidentiality of email, SMS or other electronic communications sent to or through your nominated emails/mobile phone, nor for any delays in transmission due to network or other transmission errors. Neither can we guarantee that emails/SMS will be free of viruses.
- You should ensure the email accounts and mobile numbers you nominate are secure and can only be accessed by you.
   Also, we may not be able to provide advice to you while you are overseas.
- There are some documents that can only be acted upon if physically signed in ink. These may include application forms, forms to confirm your identity, and other forms as required by third parties.

The authorities you provide to us in this document apply to any capacity in which you act. For example, if you are a director of a company or trustee of a trust, you provide these authorisations both in your personal capacity and in your capacity as a director or trustee.

### **Disclosure of information**

We consent to our information being disclosed to certain third parties who have referral arrangements with Bull Financial Group or the financial planning licensee, for the purposes of those third parties providing us, or offering us, their services, such as accounting, legal, tax or other services, unless and until our consent is withdrawn in writing.

Please note: Your information will only be disclosed to those third parties who have referral arrangements, as disclosed in the FSCG.

#### **Disclosure to partner**

I consent to my personal, sensitive and health information being released to my partner, unless and until my consent is withdrawn in writing.

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### **Initial Advice Agreement**

Please review this agreement carefully as it confirms the scope of advice, cost and payment method as agreed between: Leanne Bull CFP® of Bull Financial Group and yo

If you have any questions about the content of this Agreement, please ask us before you sign.

#### **Advisers Recommendations**

Refer to Areas of Advice table

#### Advice Fee

The advice fee and payment method has been agreed to as follows:

	Currently	Alter to
Plan Fee	Nil	
Annual Review Fee (ARF)	0.66%	0.66% ) from MAC payable March.
Review Offer		man (an mg) (c.) (re) - ganganagka an
Associate Adviser / Client Service Officer	Andy / Ally	Andy / Ally

#### Terms of the agreement

#### **Changes to your circumstances**

Please tell us if there are any changes to your circumstances as soon as practicable. Significant changes in your
circumstances may affect our advice. We reserve the right to terminate this agreement and reasess the cost of providing
advice. Any additional costs will be agreed upon before we proceed with preparing your revised recommendations.

#### If you do not implement our advice

You will be liable for any costs to research and/or prepare Your Financial Plan as detailed above. All implementation costs will be waived. If you have agreed to pay for your initial advice via an investment deduction, an invoice will be issued to you for any amount outstanding.

#### Your insurance

- If your application for insurance is accepted by the insurance company, we may receive upfront payments known as commission.
- If you cease to pay premiums on any policies arranged by us within 24 months of the policy being issued, or the premium payable decreases as a result of changes you make to your cover, we may be required by law to pay back either 100% or 60% of the upfront commission we received, depending on whether the policy lapsed or the premium decreased within the first or second year of being issued. Accordingly, we reserve the right to recover from you:
  - Any amount we are required to refund as a result of you ceasing to pay premiums for the policy, or paying reduced premiums,
  - Or; The total initial advice fee as documented in this agreement.
- In this case you will receive an invoice from us stipulating the amount due and any payment terms.

#### **Client acknowledgement**

I/We understand and agree that:

- Leanne Bull CFP® of Bull Financial Group will provide services to me/us in line with this Agreement.
- By signing below, we provide our acknowledgement, consent, agreement and/or authorisation in relation to each of the items that has been ticked above, to Bull Financial Group and Charter Financial Planning (including its employees, directors, representatives (as this term is defined in the Corporations Act) and agents).
- The cost of initial advice, including the payment method has been fully disclosed in this Agreement
- If I/we do not implement the advice in our financial plan, all initial advice fees for the research and/or preparation of my
  financial plan will be due and payable immediately.
- All fees in this Agreement are listed inclusive of GST.

X - 21/03/22 × \_ \_ X Leanne Bull CFP®

Date 21/3/2022

Italics and Bellights in this document is unconfirmed data/information.