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# *Financial Services Guide*

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**This Financial Services Guide was prepared on 20<sup>th</sup> September 2018 and its distribution is authorized by: GCR FINANCIAL PTY LTD**

**ABN: 61 133 869 182**

**Australian Financial Services Licensee & Australian Credit Licensee: 333543**

This Financial Services Guide (“FSG”) is intended to inform you of certain basic matters relating to our relationship, prior to us providing you with a financial service. The matters covered by this FSG include, who we are, how we can be contacted, what services we are authorized to provide to you, how we (and any other relevant parties) are remunerated, details of any potential conflicts of interest, and details of our internal and external dispute resolution procedures, along with how you can access them.

It is intended that this FSG should assist you in determining whether to use any of the services described in this document. You have the right to ask us about our charges, the type of advice we will provide you, and what you can do if you have a complaint about our services.

You should also be aware that you are entitled to receive a Statement of Advice when we first provide you with personal advice (advice that takes into account your objectives, financial situation and needs) in respect of investment products, superannuation and life insurance products. The Statement of Advice will contain the advice, the basis on which it is given and information about fees, commissions and associations which may have influenced the provision of the advice.

We are not required to give you a Statement of Advice when we provide you with advice about General Insurance, Mortgages, Reverse Mortgages or Short Term Finance. We are required to comply with responsible lending guidelines and as such are required to undertake investigation into whether the credit product is suitable for you in your current financial situation.

If our representative provides further advice to you and your personal circumstances have not significantly changed, and that further advice is related to the advice we provided to you in a previous Statement of Advice and we do not give that further advice to you in writing you may request a copy of the record of that further advice at any time up to 7 years from the date our representative gave the further advice to you. You can request the record of the advice by contacting the representative or us in writing or by telephone or email.

In the event we make a recommendation to acquire a particular financial product (other than securities), we must also provide you with a Product Disclosure Statement containing information about the particular product, which will enable you to make an informed decision in relation to the acquisition of that product.

## 1. Who will be providing the financial service to me?

### Licensee:

GCR Financial Pty Ltd ('GCR')

ABN: 61 133 869 182

Australian Financial Services License Number (AFSL) and Australian Credit License (ACL): 333543

Address: 6 Davies Street, Oxley, QLD 4075

Tel No: 1800 854 293

Fax No: 1800 854 295

Email: [gye.duncan@gcrfinancial.com.au](mailto:gye.duncan@gcrfinancial.com.au)

## 2. Who is my adviser?

Your adviser is Gye Edward Duncan, Authorized Representative of GCR (AR Number: 248335) and he is authorized to act on behalf of GCR.

Gye Edward Duncan also trades as Norfolk Island Professional Services on Norfolk Island.

### Experience and Qualifications:

- Master Degree of Applied Finance -majors in Investment Management (IM) and Financial Analysis (FA)- (Kaplan Professional Higher Learning)
- Master Degree of Financial Planning (*currently studying*)
- Advance Diploma of Australian Taxation law offered through Australian Institute of Financial Services + Accounting (AIFA)
- Diploma of Financial Planning from Deakin University, Melbourne and the Financial Planning Association of Australia Ltd (FPA)
- Diploma of Financial Services (Insurance Brokering) from the Australian and New Zealand Institute of Insurance and Finance (ANZIIF)
- Diploma of Financial Services (Finance/Mortgage Broking Management) from the National Finance Institute (NFI)
- Graduate Certificate in Applied Finance from Kaplan Professional Higher Learning
- ASX Accredited Listed Product Adviser (ALPA) from the Australian Securities Exchange (ASX)
- ASX Contract for Difference Accredited Adviser (CFD) from Australian Securities Exchange (ASX)
- Commercial Law Certificate
- ASX Accredited Derivatives Adviser Level 1 & 2 (ADA Level 1 & 2)
- Fundamentals of Alternative Investments Certificate (CAIA)
- SEQUAL accredited Reverse Mortgage Consultant (RMC)
- FBAA 101 + 102 Anti-Money Laundering & Counter Terrorism Financing for Finance Brokers Certificate
- Finance Brokers Association of Australia (FBAA), Accredited Member
- Senior Financial Planner with 22 years industry experience in Advising and Dealing in the Financial Services & Credit Services
- Managing Director and Responsible Office of GCR Financial Pty Ltd (GCR Financial Group)
- The Tax Institute, Affiliate Member
- National Insurance Broker Association (NIBA), Qualified Practising Insurance Broker (QPIB)
- Tax Practitioners Board (TPB), Registered Tax Financial Adviser

**3. What kinds of financial services are you authorized to provide me and what kinds of products do those services relate to?**

Gye Duncan is authorized by the Licensee to offer you the following services:

- Financial Planning Strategies
- Life Insurance - Life Insurance Brokering, Life Insurance Investment & Risk Products;
- General Insurance – General Insurance Brokering (incl. Personal and Commercial Insurances);
- Credit Activities other than as a credit provider – Mortgage & Finance Brokering (incl. for personal and commercial purposes);
- Basic Deposit Products and Non-Basic Deposit Products
- Government Debentures, Stocks & Bonds;
- General Insurance Products;
- Managed investment Schemes including Investor Direct Portfolio Services;
- Direct Investment Financial Advice, Negotiating & Management (incl. Equities, Property & Business);
- Investment Portfolio Construction & Management;
- Retirement Savings Accounts (RSA);
- Securities;
- Superannuation Strategies; including Self Managed Super Funds (SMSF) & Retirement Planning;
- SMSF Investment, Formation and Compliance;
- Taxation Planning & Structuring;
- Succession Planning, Will Assessment & Estate Planning;
- Standard Margin Lending Facilities;
- Non-Cash Payment Products;
- Managed Discretionary Account Services (MDA Services);
- Tax & Accounting Services.

**4. Who do you act for when you provide financial services for me?**

GCR is responsible for the financial services provided to you.

**5. How will I pay for the service?**

GCR will charge you a fee, brokerage fee and/or receive commissions from the issuers of the products approved by GCR and that I recommend and you accept. For Comprehensive Financial Advice you will be required to enter an Engaged Client Agreement (ECA).

Before I can give you appropriate personal advice you will need to give us details of your personal objectives, current financial situation, needs and any other relevant information. If you do not provide us with this information, we cannot provide you with personal financial advice and may decline to deal with you in the future.

If I give you personal advice, GCR will maintain a record of your personal profile, including details of your objectives, financial situation and needs. GCR will also maintain records of any recommendations

made to you. For more information on how to access these records, please refer to the section 'Your Privacy' below.

We can provide personal advice to you if you decide to engage GCR Financial by returning a signed copy of the Engagement letter and after pre-payment for this service has been received. Our fee for service (comprehensive financial advice) is based on the time and complexity involved in gathering information about your personal and financial needs, researching and developing recommendations, preparing your Statement of Advice (SOA) and implementing the recommendations. The initial fee is based on time and acumen required in the SOA preparation. I will not give you personal advice in our regular updates or marketing material.

If you require ongoing comprehensive financial advice and ongoing management services of your investments you may consider become an Engaged Client within our Engaged Client Agreement (ECA). To become an ECA client, the minimum amount you need to have invested & managed is \$250,000. ECA fees are 1.10% (incl. GST) of the total amount invested and is paid monthly via electronic transfer to GCR's bank account. For Active Investment Management via GCR's MDA Services the performance fee is 22% (incl. GST) of the net profit achieved from each trade. We have a specific separate agreement for ECA client's, please ask for details if you require comprehensive ongoing financial advice and management services. An hourly fee of \$440.00 (incl. GST) is payable for comprehensive financial advice from GCR's financial advisers for non-engaged clients (\*note: Mr. Duncan personally does not provide advice to any new non-engaged clients).

If you do not require comprehensive personal advice from me, I can also arrange for you to apply for the kinds of products you require. In this case I can take your instructions and arrange for the transactions to be completed, without providing personal advice. If you wish to proceed without advice from me, normally I will ask you to confirm your instructions in writing and sign an Acknowledgement Form. You can ask for a copy at any time.

## **6. Providing Managed Discretionary Services (MDA)**

If you elect for us to provide you with MDA services, you will need to sign an Engaged Client/Active Investment Management/MDA Agreement and sign a Statement Of Advice (including a signed Authority To Proceed to Invest form) which will outline the type of MDA services we provide to you and the advice upon which these services are based, before we can commence with the provision of those agreed upon MDA services.

GCR will not directly hold any portfolio assets or client money as the custodian nor in trust; you hold your own portfolio assets or money or it is held within your own Self- Managed Super Fund. GCR will provide you with the particulars of all transactions effected as part of the MDA services provided every 4 weeks including your portfolio valuation as of that date including a record of all revenue and expenses.

Active Management of your Investments is restricted to pre-agreed listed investments details with your Statement of Advice and Authority to Proceed to Invest. Your Statement of Advice will outline the nature and scope of the discretions that GCR is required to, exercise under the ECA/AIM/MDA agreement and the investment strategy that is to be applied in exercising those discretions and

information about any possible risks. The Investment Program in your Statement of Advice will be constructed by, managed by, and reviewed by Mr Gye Duncan.

The ECA/AIM/MDA agreement will outline all fees and costs in relation to the MDA services we may provide to you.

## **7. What are the fees and commissions GCR receives?**

### Fees paid by you

GCR as the Licensee will receive all fees and commissions paid by you.

### Commissions for Investment products

The issuers of the investment products I recommend may pay the Licensee an initial commission. This commission, which can vary depending on the product and manager, is in a range of between 0% to 5.5% is calculated on your initial investment amount and deducted from your investment amount.

AND

The issuers of the investment products I recommend may pay GCR an ongoing commission. This commission, which can vary depending on the product and manager, is in a range of between 0% to 1.5% per annum calculated on the balance in your account. This commission is paid monthly or quarterly to the licensee for as long as you hold the product.

*For example: If your investment amount was \$50,000 and the initial commission paid to GCR was 5%, GCR will receive \$2,500 when you place the investment. In addition, if the ongoing commission is 1.50% GCR will receive \$750 per annum.*

### Commissions for Life Insurance products

The issuers of insurance products pay GCR an initial commission. This commission, which can vary depending on the product and insurance company, is in the range of 25% to 125% of your first year's premium.

AND

The issuers of insurance products pay GCR an ongoing commission. This commission, which can vary depending on the product and insurance company, is in a range of between 10% to 35% of your second and subsequent year's premium. This commission is paid monthly or quarterly to the licensee for as long as you hold the product.

*For example; If your first year's premium was \$500 and the initial commission was 120% GCR would receive \$600. If your premium for the second and subsequent years was \$500 and the ongoing commission was 35% GCR would receive \$175 per annum.*

### Commissions for General Insurance Products

The issuers of insurance products pay GCR an initial commission. This commission, which can vary depending on the product and insurance company, is in the range of 10% to 22.5% of your first year's premium.

AND

The issuers of insurance products pay GCR an ongoing commission. This commission, which can vary depending on the product and insurance company, is in the range of 10% to 22.5% of your second and subsequent year's premium. This commission is paid either each quarter, monthly or on annual renewal of your insurance to the licensee for as long as you hold the product.

*For example; If your first year's premium was \$500 and the initial commission was 22% GCR would receive \$110. If your premium for the second and subsequent years was \$500 and the ongoing commission was 22% GCR would receive \$110 per annum.*

#### Broking Fees for General Insurance Products

As a registered General Insurance Broker, GCR Financial may charge broking fees in addition to general insurance commissions received from the product provider. These fees can and will vary depending on various factors but not limited too complexity of clients insurance portfolio, time spent placing and managing clients insurances and out of pocket expenses. Broking fees are disclosed on your insurance schedule.

Cancellation of your general insurance policy will incur a \$55.00 administration cancellation fee deducted from your premium refund.

If you cancel your general insurance policy between renewal dates the commission GCR received from the product provider is not refunded unless the cancellation is within the 30 day cooling off period.

#### Commissions for Mortgage & Finance Products

The issuers of credit products pay GCR an initial commission. These commissions can vary depending on the product and credit provider and can range from 0.50% to 4.00% of your initial loan balance.

AND

The issuers of credit products pay GCR an ongoing commission. This commission, which can vary depending on the product and insurance company, is in the range of 0.10% to 0.60% of your outstanding loan balance. This commission is paid monthly to the licensee for as long as you hold the credit product.

*For example; If your initial loan balance was \$250,000 and the initial commission was 2.0% GCR would receive \$5,000. If your ongoing outstanding loan balance in subsequent years was \$250,000 the ongoing commission was 0.60% GCR would receive \$1,500 per annum.*

#### Broking Fees for Mortgage & Finance Products

As a registered mortgage & finance broker GCR Financial may charge brokering fees in addition to mortgage & finance commissions received from the credit product provider. These fees can and will vary depending on various factors but not limited to the complexity of clients mortgage & finance portfolio, time spent placing and managing clients mortgages & finance and out of pocket expenses.

Any broking fees will be disclosed in your mortgage & finance engagement (agreement if applicable) or your ECA.

## **Other remuneration and conflicts of interest information**

### **Referral payments**

If you have been referred to me by another party I may pay that party a fee of up to 50% of the initial commissions or fee payable to GCR by the product provider.

### **Volume bonuses**

Issuers of investment products may pay what is commonly referred to as a volume bonus. This bonus is calculated on the amount of client money paid to the particular issuer (fund manager) by a licensee.

GCR **DOES NOT** receive volume bonuses.

### **8. Do any relationships or associations exist which might influence you in providing me with the financial services?**

Both Gye and GCR Financial, have a commercial relationship with Oasis Asset Management Pty Ltd as GCR Financial receives a Dealer Cut of 0.495% (incl GST) of funds invested with Oasis Asset Management Pty Ltd as well as free software usage of MoneyOne software. The Dealer Cut is included in the administration fees of the product.

GCR does hold investments in certain listed securities for investments and research purposes. These holdings could constitute a conflict of interest as GCR may recommend these securities to you as investments. It is not GCR intention to create or benefit from this potential conflict of interest.

The exact amounts of any fees, commissions, bonuses or other incentives received by me and the licensee will be included in a Statement of Advice that I will provide to you or disclosed orally at the time I provide any further advice.

### **9. Will you provide me advice, which is suitable to my needs and financial circumstances?**

Yes. But to do so we need to find out your individual objectives, financial situation and needs before we recommend any financial products or services to you.

You have the right not to divulge this information to us, if you do not wish to do so. In that case, we are required to warn you about the possible consequences of us not having your full personal information.

### **10. What should I know about the risks of the financial products or strategies you recommend to me?**

We will explain to you any significant risks of financial products and strategies which we recommend to you. If we do not do so, you should ask us to explain those risks to you.

### **11. What information do you maintain in my file and can I examine my file?**

We maintain a record of your personal profile, which includes details of your address, date of birth, medical details your objectives, financial situation and needs. We also maintain records of any recommendations made to you.

We are committed to implementing and promoting a privacy policy which will ensure the privacy and security of your personal information. A copy of our privacy policy is available upon request.

If you wish to examine your file, we ask that you make a request in writing and allow up to fourteen (14) working days for the information to be forwarded.

We may charge a fee to cover the cost of verifying the application and locating, retrieving, reviewing and copying any material requested. If the information sought is extensive, we will advise of the likely cost in advance and can help to refine your request if required.

**12. Can I provide you with instructions and tell you how I wish to instruct you to buy or sell my financial products?**

Yes. You may specify how you would like to give us instructions, for example by telephone, email, or other means.

**13. Who can I complain to if I have a complaint about the provision of the financial services to me?**

GCR has in place Professional Indemnity Insurance as required by the Corporations Act which meets ASIC's requirements and covers present and past representatives.

If you have any complaint about the service provided to you, you should take the following steps and we will seek to resolve your complaint quickly and fairly:

1. Contact your adviser and discuss your complaint.
2. If your complaint is not satisfactorily resolved within 5 working days, please ring GCR's Operations Manager, or put your complaint in writing and send it to;  
Complaints Manager, Marielle Andrew  
GCR Financial Pty Ltd, 6 Davies Street, Oxley, QLD 4075  
Ph: 1800 854 293 or Fax: 1800 854 295  
Email: [marielle.andrew@gcrfinancial.com.au](mailto:marielle.andrew@gcrfinancial.com.au)

Your complaint should be finalized within 45 days of receipt of your complaint.

GCR is a member of the Australian Financial Complaints Authority.

If the complaint cannot be settled to your satisfaction you have the right to complain to the Australian Financial Complaints Authority (AFCA).

This service is free of charge to you and AFCA can be contacted on:

Phone: 1800 931 678

Email [info@afca.org.au](mailto:info@afca.org.au)

Mail to: GPO Box 3, Melbourne Victoria 3001.

