



GARY CUMBERBATCH  
**FINANCE**  
CONSULTANTS

# Credit Guide



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GARY CUMBERBATCH CONSULTING  
& INVESTMENT SERVICES PTY LTD  
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ABN: 25 142 767 691 | Australian Credit Licence: 499759

# CREDIT GUIDE

Gary Cumberbatch is a Director of Gary Cumberbatch Consulting & Investment Services Pty Ltd trading as Gary Cumberbatch Finance Consultants (GCFC). Gary Cumberbatch is a full member of the Mortgage and Finance Association of Australia, the peak body for the mortgage and finance industry.

We continuously work to provide you with the best possible service and ethical standards. This document provides information about the services we provide. We are licensed to arrange loans and leases under the National Consumer Credit Protection Act 2009 (NCCP Act). The NCCP Act regulates the activity of lending, leasing, and finance broking.

This Credit Guide provides you with the key information that you need to know to make an informed and confident choice when engaging our services.

This Credit Guide summarises our goals and standards, offerings, fees, and commissions.

Please do not hesitate to ask if you need more information or clarification.

## KEY INFORMATION

<b>Our full name</b>	Gary Cumberbatch Consulting & Investment Services Pty Ltd Trading As Gary Cumberbatch Finance Consultants
<b>Postal Address</b>	PO Box 727, Sandy Bay TAS. 7006
<b>Phone and e-mail</b>	<b>P</b> 03 6270 2203 <b>E</b> <a href="mailto:info@cumberbatchfinanceconsultants.com">info@cumberbatchfinanceconsultants.com</a>
<b>Australian Credit Licence No.</b>	499759
<b>Internal Dispute Resolution Manager contact details</b>	<b>P</b> 03 6270 2203 <b>E</b> info@cumberbatchfinanceconsultants.com <b>A</b> Level 3, 85 Macquarie Street, Hobart TAS. 7000
<b>External Dispute Resolution Scheme contact details</b>	Australian Financial Complaints Authority (AFCA) <b>P</b> 1800 931 678 <b>E</b> info@afca.org.au <b>W</b> www.afca.org.au <b>A</b> GPO Box 3, Melbourne VIC 3001

## OVERVIEW

We hold the necessary experience and qualifications in accordance with the National Consumer Credit Protection Act, 2009 to provide you with assistance. We are required to meet specific competency standards relating to educational and professional development. You can be confident that we are held accountable to not only our organisation's high ethical standards and values, but also have a responsibility to maintain the regulatory standards that are set by both Commonwealth and State governments.

Our mission is to ensure we offer our clients the best service and most appropriate products to suit their individual needs through our professionalism and attention to detail. Ultimately, our goal is to ensure applicants are provided with a loan that meets their objectives.

We undertake to listen to your needs and your instructions, ensuring that there is collaborative agreement through each step of the finance application process.

Our relationships and alliances with likeminded quality organisations ensure we are positioned to offer the best quality service as well as offering complementary financial services where appropriate.

## SERVICES WE PROVIDE

- Having regard to your circumstances, needs and requirements, we will help you to select a product(s) that is suitable for your purposes, or moreover, not unsuitable. In doing so, we will meet our regulatory obligation to act in your best interest at all times and free of any conflict of interest.
- We can provide you with information on a broad range of financiers and products and we will help you to obtain an approval.
- If you have already chosen a financier, we will assist you to obtain an approval.
- As necessary and agreed, we will provide you with debt planning assistance that will support you in effectively structuring your loan portfolio as relates to your current needs and future demands or expectations.
- Where you would like us to, we will work with allied professionals such as your accountant or financial planner in achieving these outcomes, having engaged us accordingly.
- Where appropriate and agreed, we will formulate on your behalf, a comprehensive credit brief or memorandum in support of an application for finance.
- As necessary and agreed, we will provide you with a referral to specialists in the provision of life insurance, trauma insurance and income protection, to assess your needs in safeguarding your financial well-being.

With respect to insurance; more specifically, policies that protect and safeguard you against loss of income, medical trauma and/or the life of a loved one whose income upon which you rely, we implore you to consider putting in place appropriate cover. We do not offer insurance services; however, we are able to recommend skilled professionals who do. In the event that you take-up their services or recommendations, we **may** receive a financial benefit. Regardless, our interest and duty is making sure you and your family are protected from financial hardship should loss of health, income or life occur. In the event we do receive a financial benefit, this will be disclosed to you.

## SUITABILITY OF LOANS TO YOUR FINANCIAL OBJECTIVES

By law, before entering into a specific credit contract, we are obliged to conduct a Preliminary Credit Assessment to determine what kind of loan(s) would be suitable for you. In consultation with you, we will explore and discuss with you, your financial situation, financial objectives and borrowing needs, before we determine a preferred lender or loan product that may suit your requirements.

Under the NCCP Act, we are obliged to ensure that any loan or principal increase to a loan we help you to obtain is not unsuitable for you. To assist with this, we shall need to ask you a broad range of questions in order to determine whether or not a particular facility satisfactorily passes this baseline assessment. We are also duty bound to obtain supporting documentation that validates the information utilised to make a determination that a particular product is not unsuitable. Specifically, the law requires us to:

- make reasonable inquiries about your requirements and objectives;
- make reasonable inquiries about your financial situation; and
- take reasonable steps to verify that financial situation.

The assessment will also involve collection and verification of financial information to determine the appropriate loan amount and the loan costs associated with entering a credit contract. This will ensure that your circumstances will be assessed appropriately and that the options suggested will not unknowingly place you in a position of financial hardship.

**Credit will be unsuitable if at the time of the assessment, it is likely that at the time the credit is provided:**

- You could not pay or could only pay with substantial hardship;
- The credit will not meet your requirements and objectives.

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved. For this reason, we must ask you to provide a significant amount of information. It is therefore very important that the information you provide us is accurate.

We must provide you with a copy of our preliminary credit assessment of your application if you ask within 7 years of when we assist you. We are only required to give you a copy of the credit assessment if we give you credit assistance.

Once completed, the Preliminary Credit Assessment is valid for a period of 90 days. Again, a copy of the Preliminary Credit Assessment will be available to you, on request, for a period of 7 years after we provide you with credit assistance.

Prior to the Preliminary Credit Assessment being conducted, we may provide you with product summaries that highlight various key features and benefits of the product. We may also provide you with Product Comparison information that will help you to compare the features and benefits of each product and assess the suitability to your requirements.

## OUR PANEL OF LENDERS

We are able to source finance from a wide-ranging panel of mortgage lenders and these are listed below:

86 400	Beyond Bank	MyState Bank
Adelaide Bank (AFG Alpha)	CEG Direct Securities	Murdoch Clarke Mortgage Fund
Adelaide Bank (Bendigo)	Chifley Securities	NAB
Advantagedge (AFG Edge)	Commonwealth Bank	NWC Finance
AFG Home Loans	Citibank	Oak Capital
AFG Commercial	Firefighters Mutual	Pepper Money (AFG Options)
AMP Bank	First Mac	Pepper Money
ANZ	Granite Home Loans	PFA Private
Auswide Bank	Great Southern Bank	QBank
Balmain Corporation	Health Professionals Bank	RedZed
Bank of Us (B&E)	Heritage Bank	Resicom
Bank Australia	Hume Bank	Resimac
Bank of Melbourne	ING	St. George
Bank of Queensland	LaTrobe Financial	Suncorp
Bank of Sydney	Liberty Financial	TPT Wealth
Bank SA	Macquarie Bank (AFG Icon)	Teachers Mutual Bank
Bankwest	Macquarie Bank	Thinktank
Bendigo Bank	ME Bank	UBank
Bluestone	MKM Capital	UniBank
Better Mortgage Management	Mortgage Ezy	Virgin Money
		Westpac

We have settled loans with the following lenders in the last 12 months:

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AFG	Bank Australia	Bank of Us
Bank of QLD	Bankwest	Better Mortgage Management
Beyond Bank	Bluestone	Citibank
Commonwealth Bank	Great Southern Bank	Heritage Bank
La Trobe Financial	Liberty Financial	Macquarie Bank
ME Bank	Murdoch Clark Mortgage Fund	NAB
		TPT Wealth

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**We aim to provide you with information from a range of lenders and products / loans. Once you have chosen a loan that is suitable for you, we will help you obtain an approval.**

### Commonly used lenders

The list below documents our 6 most commonly used Lenders over the last 12 months.

Financial Institutions	Percentage of applications submitted in the past 12 months
<b>1. Bank of Us</b>	<b>49%</b>
<b>2. Bankwest</b>	<b>10%</b>
<b>3. TPT Wealth</b>	<b>7%</b>
<b>4. Great Southern Bank</b>	<b>5%</b>
<b>5. Commonwealth Bank</b>	<b>5%</b>
<b>6. NAB</b>	<b>3%</b>

## MAKE REASONABLE ENQUIRY

If we arrange a loan for you to purchase or refinance real estate, remember you must make your own enquiries about the value of the real estate and its potential for future growth. Although we or a lender may obtain a valuation, that is for our/their own use and you should not rely on it.

## FEES PAYABLE BY YOU

You will need to pay the financier's application fee, valuation fees, and other fees, as applicable. These fees will be detailed in the documentation provided to you by the lender and within our Quote. Any or all of these fees maybe payable even if your application is ultimately unsuccessful.

Details about any fees payable by you will be set out in a quote for your acknowledgement and acceptance, prior to commencement of an application for finance. Regardless, GCFC will also provide you with our general Fee Schedule that acts in support of the Quote document and incorporates all fees & charges that **may** be payable by you in respect to **our** services.

For the sake of clarity and avoidance of doubt, we are paid a commission by lenders for the successful submission and settlement of an application for finance. Where our services extend beyond this, i.e., our professional and qualified financial services knowledge and experience is utilized for the purpose of providing pre-application advice, guidance and general file management, we will charge a fee for this service.

You will not be charged any such fee without your prior acknowledgement and acceptance.

## COMMISSIONS RECEIVED BY US

We may receive commissions from the lenders and lessors who provide finance for you as our customers. These are not fees payable by you.

The commission amount depends on the amount of the finance and may vary from product to product. We can provide you with information about a reasonable estimate of those commissions and how the commission is worked out if you require. Regardless, an estimate of any commission we may receive will be included within our Credit Proposal & Quote that will be provided to you at the time of application.

Commissions are paid based on a percentage of the loan balance that is drawn down which in most cases will be net of any amounts you hold in an offset account. The way commissions are calculated and paid to us by lenders may vary.

We may also receive commissions from third-party product and service providers that we refer you to following discussions you have with us in respect to your financial circumstances. An example of an occasion where this may occur would be in respect to your uptake of insurance products such as; general, insurance, life, income protection and trauma insurance purchased through suppliers of these products who we refer you to.

It is not possible to determine the amount of commission we may receive for your referral at this time. However, you should be advised of this by the third-party product and/or service provider at the time of purchase. These fees are not payable by you, they are met wholly by the third-party product and/or service provider.

You are not obliged to purchase products or services from any third-party we recommend to you. Where an underlying need or desire is established through our mutual understanding of your financial circumstances, you are free to purchase the associated products and services from any supplier you choose.

## COMMISSIONS PAYABLE BY US

We garner referrals from a broad range of third-parties and we may pay a referral fee to the referring party. Examples of the type of referrer that we may pay based on an established relationship we have with them are; accountants and financial planners, or other similar third-parties. These referral fees are generally small amounts and accord with usual business practice. They are not fees payable by you.

You may, on request, obtain a reasonable estimate of those commissions and how the commission is calculated.

## OUR INTERNAL DISPUTE RESOLUTION SCHEME

We hope you are delighted with our services, but if you have any complaints you should notify us by contacting our Dispute Resolution Manager:

- ✓ telephoning 03 6270 2203
- ✓ e-mailing [info@cumberbatchfinanceconsultants.com](mailto:info@cumberbatchfinanceconsultants.com)
- ✓ posting your complaint to PO Box 727, Sandy Bay TAS. 7006

You may also speak directly to any representative of our business who will refer you to the Dispute Resolution Manager.

You should explain the details of your complaint as clearly as you can and as detailed above, you may do this verbally or in writing. When we receive a complaint, we will attempt to resolve it promptly. We hope that in this way we will stop any unnecessary and inappropriate escalation of minor complaints.

We are bound by obligations set down within the scope of the NCCP to acknowledge your complaint within 7 days and provide a formal response to you within 45 days.

## OUR EXTERNAL DISPUTE RESOLUTION SCHEME

If we do not reach agreement on your complaint, you may refer the complaint to an ASIC Approved External Dispute Resolution (**EDR**) Scheme. Our external dispute resolution provider is specified in the table above. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

You can obtain further details about our dispute resolution procedures and obtain details of our privacy policy on request.

## **THINGS YOU SHOULD KNOW**

We do not make any promises about the value of any property you finance with us or its future prospects. You should always rely on your own enquiries.

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

We represent lenders and have obligations to them, in particular not to provide any information we know is misleading or deceptive. We also have obligations under the law to report any fraud, forgery, or other illegal activities. Before using our services, it is important that you understand that we have these obligations to lenders and under the law.

## **QUESTIONS?**

If you have any questions about this credit guide or anything else about our services, please ask at any time. We're here to help you.