



Credit Guide & Privacy Statement

ABOUT US ("we, us, our"):

Licensee	<p style="text-align: right;">("licensee")</p> <p>Trading as Mortgage Track (ACN: 097 041 864). Australian Credit Licence Number – 382791</p> <p>Switch my Mortgage is owned and operated by Drinkwell Davies Pty Ltd (ACN: 609 261 789). Which is a Credit Representative of Mortgage Track (CRN Number: 484659).</p> <p>Address: PO Box 756, Templestowe, VIC, 3106 Tel: 1300 30 10 09 Fax: (03) 9530 4117 Email: mark@mortgagetrack.com.au Website: www.switchmymortgage.com.au</p>
Broker Group	<p>Pennley Pty Ltd (Choice) ("broker group") (ACN: 071 979 498)</p>

This document provides you with information relating to our activities. It contains information about various fees and charges that may be payable by you to us, as well as about certain commissions we may receive, or we pay to certain third parties. It also contains information about what you should do if you have a complaint or dispute in connection with our services.

WHAT IS CREDIT ASSISTANCE?

We give you credit assistance when:

- We assist you to apply for a particular loan;
- We suggest you apply for a particular loan (or suggest you apply for an increase to an existing loan); or
- We suggest you remain in your current loan.

THE ASSESSMENT WE NEED TO DO BEFORE GIVING YOU CREDIT ASSISTANCE

Before we provide credit assistance to you, we assess whether the particular loan is suitable for you. To do this, we need to make reasonable inquiries and verify that:

- The loan or increase will meet your requirements and objectives; and
- You can meet the proposed repayments.

We won't be able to give you credit assistance if our assessment shows that:

- You won't be able to meet the proposed repayments without substantial hardship; or
- The loan won't meet your requirements or objectives.

GETTING A COPY OF OUR ASSESSMENT

If we provide you with credit assistance, you can ask us for a copy of our assessment any time up to 7 years after we provide you with a credit assistance quote. To request a copy please contact us. We will provide you with a copy:

- Within 7 business days after the day we receive your request – provided you make the request within 2 years of the date of our credit assistance quote; or
- Otherwise, within 21 business days after the day we receive your request.

INFORMATION ABOUT THE LICENSEE

We are authorised to engage in credit activities including providing credit assistance.

Subject to meeting credit criteria, we are able to assist you to obtain loans for you from a broad range of lenders through our broker group.

The following are the lenders or lessors with whom we generally conduct the most business:

- ANZ Bank
- NAB
- Commonwealth Bank of Australia
- Westpac Banking Corporation
- ING Direct
- Adelaide Bank
- Choicelend
- Citibank
- ME Bank
- Liberty
- Suncorp
- AMP
- Bank of Melbourne
- Bankwest

FEES AND CHARGES

FEES PAYABLE FOR THE PROVISION OF CREDIT ASSISTANCE

We sometimes charge a fee for providing credit assistance. More detail about any such fee will be set out in a quote we will give to you before we provide you with credit assistance.

OTHER FEES AND CHARGES

You may have to pay other fees and charges (such as an application fees, valuation fees and other fees) to the lender, or other parties. You should review the disclosure documents and your loan contract for further details of any such fees and charges.

COMMISSIONS

COMMISSIONS WE RECEIVE FROM OUR LICENSEE

We have appointed our broker group as our agent to receive commissions from lenders and to pay us commission in relation to loan contracts for which we provide credit assistance. The total amount of commission we may receive in relation to your loan may vary depending on the lender, the term, the features, the amount of the loan you ultimately choose and the amount and timing of the repayments that you make.

Loan Contracts such as Home Loans, Investment Property Loans and Personal Loans

Upfront commission payable by lenders in relation to loans is calculated as a percentage of the loan amount and is generally in the range of 0.40 % and 1.76 % of the loan amount. It is usually paid after settlement of the loan.

Trail commission payable by lenders in relation to loans is generally calculated regularly (monthly, bi-monthly, quarterly, or annually) on the outstanding loan balance and is paid in arrears. The trail commission payable by lenders is generally in the range of 0.11 % per annum and 1.10 % per annum of the outstanding loan amount.

Further details of the commission earned by us will be included in the credit proposal disclosure document we will provide to you at the same time as we provide you with credit assistance.

You can request information from us about the fees that we are likely to receive, how those fees are calculated, and our reasonable estimate of the fees or commissions that will be payable.

VOLUME BONUS ARRANGEMENTS

Our broker group has volume bonus arrangements in place with the Commonwealth Bank of Australia, the Westpac Banking Corporation and the Australia and New Zealand Bank Group Limited. From time to time we or our broker group may receive a benefit, directly by way of cash bonus or additional commissions or indirectly by way of training, professional development days or sponsorship, if we or our broker group write a particular volume of loans offered by those lenders.

COMMISSIONS PAYABLE BY US

If a third party has introduced you to us or referred you to us, we may pay them a commission or a fee.

We obtain referrals from a range of sources, including real estate agents, accountants, financial planners or other people.

Further information about referral commissions, including our reasonable estimate of the amount of any commission payable and how it is calculated is available from us on request and will be included in the credit proposal disclosure we will supply to you when we provide you with our credit assistance.

DISPUTES OR COMPLAINTS

WHAT TO DO IF YOU HAVE A DISPUTE OR COMPLAINT?

We are committed to providing our customers with the best possible service. If at any time we have not met our obligations – or you have a complaint about any of our services – please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly.

HOW TO MAKE A COMPLAINT AND THE COMPLAINTS PROCESS?

If you have a complaint, we request you follow these steps:

Complaints can be lodged by contacting Mark Davies, the Complaints Officer by:

1. telephoning (03) 9021 6198
2. e-mailing mark@mortgagetrack.com.au
3. writing to Level 1, 23 Oxford Street, Oakleigh, Vic 3166

or by speaking to any representative of our business who will refer complainants to the Complaints Officer.

We adopt the definition of '**complaint**' as 'an expression of dissatisfaction made to an organisation, related to its products or services, or the complaints handling process itself, where a response or resolution is explicitly or implicitly expected'. This means we will treat informal complaints seriously and refer them to IDR unless they are resolved by the end of the next business day.

Any complaint which is resolved to the customer's satisfaction by the end of the next business day (starting from when the complaint was received) will not require the full IDR process to be applied. There is no need to capture and record the complaint or respond as set out below.

Investigating complaints

The Complaints Officer will review the complaint carefully and promptly, taking such steps and reviewing such documents as a reasonable person would do.

Responding to complaints within appropriate time limits and referring unresolved complaints to an External Dispute Resolution (EDR) scheme

The Complaints Officer will provide a written '**final response**' to the complainant within 45 days (21 days where the complaint relates to default), which states:

- * The final outcome of the dispute at the Internal Dispute Resolution (IDR)
- * The right to take their dispute to EDR (no matter what the result of the investigation was at IDR)
- * The name and contact details of my EDR scheme.
If the Complaints Officer is unable to give a final response within the specified period, the Complaints Officer will, before the end of the period:
- * inform the complainant of the reasons for the delay
- * advise the complainant of their right to complain to EDR

- * provide the complainant with the name and contact details of his EDR scheme.

The NCC allows credit providers 21 days to consider hardship and postponement applications. At the end of that period, if there is no agreement, there will be no further time to handle the dispute at IDR, and the complainant must be referred to EDR. When deciding about hardship or postponement applications, the Complaints Officer will give EDR contact details when:

- * advising whether the claim has been agreed to; or
- * The notification of variation to the credit contract is given within 30 days after the variation is agreed.

The complainant can go direct to EDR regarding disputes involving hardship or postponement which also involve issues with default notices.

Legal proceedings

Unless the statute of limitations is about to expire, legal proceedings will not be commenced or continued nor will any other enforcement action be taken during the IDR period and for at least 14 days from giving a final response.

If the complaint discloses a systemic issue, we will take immediate steps to ensure the issue is addressed.

The types of remedies available for resolving complaints or disputes

If a complaint is justified, the Complaints Officer will recommend a solution comprising one or more of the following:

- * An apology
- * Compensation
- * Vary contractual obligations
- * A free service.

Internal structures and reporting requirements.

We will do our best to consider complaints fairly and equally. If we are unable to do so we will consider seeking outside assistance to resolve the dispute. We will review these procedures at least annually.

Guiding Principles

1. **Visibility** – We will take reasonable steps to ensure customers know about the existence of our IDR procedures and how to make a complaint or apply for hardship or postponement. This information will be readily available, not just at the time a consumer wishes to make a complaint or dispute. All staff who deal with customers, not just complaints or disputes handling staff only, should have an understanding of my IDR procedures.
2. **Objectivity** – We will address each complaint in an equitable and objective manner. Where possible, the complaint should be investigated by staff not involved in the subject matter of the complaint.
3. **Charges** – The IDR procedures are free of charge.
4. **Confidentiality** – We will keep information confidential.
5. **Customer focused approach** – We will be helpful, user friendly and communicate in plain English, showing our commitment to resolving complaints.
6. **Commitment** – We are actively committed to efficient complaint handling.

7. **Analysis and Evaluation of Complaints** – All complaints will be classified and then analysed to identify systemic recurring and single incident problems and trends.

THIRD PARTY PRODUCTS OR SERVICES

If your complaint relates to a product or service acquired through a third party (for example, a lender) we may ask you to contract the relevant third party. They will deal with your complaint under their complaints resolution process.

If you are not satisfied with the resolution of your complaint by the third party under their complaints resolution process, you are entitled to have your dispute considered by their External Dispute Resolution Scheme. Please contact the third party for further details.

KEEPING YOU INFORMED

We will, as set out above, keep you informed of the progress of the investigation of any complaint.

STILL NOT SATISFIED?

If you do not think we have resolved your complaint to your satisfaction, you may take the matter – free of charge – to the relevant External Disputes Resolution Scheme (provided it is within the scheme's terms of reference) as detailed below. You may also refer the matter to the relevant External Disputes Resolution Scheme at any time, but if our internal process is still in progress, they may request that our internal processes be complete before considering the matter further.

Our external dispute resolution service provider is the Credit and Investments Ombudsman, which can be contacted via:

- Telephone: 1800 138 422
- Online complaint form: <http://www.cio.org.au/complaint-resolution/making-a-complaint/>
- Website: <http://www.cio.org.au/>
- Mail: PO Box A252, Sydney South NSW 1235
- Fax: 02 9273 8440



Privacy Statement

We need to collect personal information about you to provide you with our broking & related services. This privacy statement tells you how we collect your information, what we use the information for and who we share the information with. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection.

How information is collected from you

We will collect your information from you directly whenever we can, like from enquiries we make of you when you seek credit assistance from us. We may verify that information from sources referred to in the responses to those enquiries or in this privacy statement.

How information is collected from other sources

Sometimes we will collect information about you from other sources as the Privacy Act 1988 permits. We will do this only if it's reasonably necessary to do so, for example, where:

- We collect information from third parties about a loan or lease in relation to which you seek our services;
- We can't get hold of you and we rely on public information to update your contact details; or
- We exchange information with your legal or financial advisers or other representatives.

When the law authorises or requires collection of information

Some law may require us to collect personal information about you. For example, we may require your information to verify your identity under Australian Anti-Money Laundering law.

How your information may be used

We may use your information for purposes including:

- giving you credit assistance;
- giving you information about loan products or related services;
- considering whether you are eligible for a loan or lease or any related service you requested;
- assisting you to prepare an application for a lease or a loan;
- administering services we provide, for example, to answer requests or deal with complaints;
- administering payments we receive, or any payments we make, relating to your loan or lease;
- identifying you;
- telling you about other products or services we make available and that may be of interest to you, unless you tell us not to;
- telling you about other suppliers, with whom we have arrangements, that supply goods or services that may be of interest to you;
- allowing us to run our business efficiently and perform general administrative tasks;
- preventing or investigating any fraud or crime or any suspected fraud or crime;
- as required by law, regulation or codes binding us; and
- any purpose to which you have consented.

You can let us know at any time if you no longer wish to receive direct marketing offers from us. We will process your request as soon as practicable.

What happens if you don't provide information?

If you don't provide your information to us, it may not be possible to:

- assist in finding a loan or lease relevant to your circumstances;
- verify your identity or protect against fraud; or
- let you know about products or services that might be suitable for your financial needs.

Sharing Your Information

General

We may use and share your information with other organisations for any purpose described above.

Sharing with your representatives and referees

We may share your information with:

- your representative or any person acting on your behalf (for example, lawyers, settlement agents, accountants or real estate agents); and
- your referees, like your employer, to confirm details about you.

Sharing with third parties

We may share your information with third parties in relation to services we provide to you or goods or services in which we reasonably consider you may be interested. Those third parties may include:

- the mortgage aggregator through whom we may submit loan or lease applications to lenders or lessors on the mortgage aggregator's panel;
- the Australian Credit Licence holder that authorises us to engage in credit activities;
- referrers that referred your business to us;
- financial services suppliers with whom we have arrangements;
- valuers;
- lenders, lessors, lender's mortgage insurers and other loan or lease intermediaries;
- organisations, like fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other misconduct;
- government or regulatory bodies as required or authorised by law. In some instances, these bodies may share the information with relevant foreign authorities;
- guarantors and prospective guarantors of your loan or lease;
- service providers, agents, contractors and advisers that assist us to conduct our business;
- any organisation that wishes to take an interest in our business or assets; and
- any third party to which you consent to us sharing your information.

Sharing outside of Australia

We are not likely to disclose your information to organisations overseas. However, we may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held.

Privacy Policy

You can find out more about how we manage your information by reading our Privacy Policy available by contacting us. Please see our contact details above. [Also, you can read and obtain a copy of that policy at our website address set out above.] Our Privacy Policy sets out how you can ask us to access and seek to correct information we hold about you and how you may complain against us about a privacy issue.

Information about other people

If you give information to us about another person (like your co-applicant) in relation to the services we provide, you will let that other person know that:

- we have collected their information to provide those services or for any other purpose set out in this privacy notice;
 - we may exchange this information with other organisations set out in this privacy notice;
 - we handle their personal information in the way set out in our Privacy Policy and this privacy notice and they can:
 - access or request a copy of that privacy policy or this privacy notice; or
 - access the information we hold about that other person,by using our contact details above; and
- we may not be able to provide those services to you unless we obtain their information.