



# Financial Services Guide



**uniting**  
Financial Services



## **1. Issue Date**

This Financial Services Guide (FSG) is dated 1 December 2017

## **2. Purpose and Contents of this Financial Services Guide ("FSG")**

This FSG is designed to provide you with important information regarding our services prior to providing you with a financial service, including the following:

- Who we are;
- How you can contact us;
- What services we are authorised to provide;
- How we are remunerated for these services;
- Any (potential) conflicts of interest we may have; and
- Our internal and external dispute resolution process.

If you would like further information, please ask us.

## **3. Name of Issuer and Australian Financial Service Licence ("AFSL") Holder**

The Issuer is The Uniting Church (NSW) Trust Association Limited ACN 000 022 480 AFSL 292186 ("UCTAL").

Financial services are provided by UCTAL and by The Uniting Church in Australia Property Trust (NSW) ABN 77 005 284 605 ("UCAPT") (together and separately called "Uniting Financial Services"), for The Uniting Church in Australia, Synod of NSW and the ACT ("Synod") under a s.911A Corporations Act 2001 (Cth.) authorisation and pursuant to APRA Banking Exemption No. 1 of 2016 and ASIC Regulatory Guide 87 and ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813 exemptions.

UCTAL holds AFSL 292186 and is authorised to provide general financial product advice, and deal, in relation to non-cash payment and debenture products to retail and wholesale clients. Such products include:

- Uniting by Phone
- Uniting Online including BPAY® Electronic Payment Service
- Cheque Facility (Uniting Church organisations only)
- Direct Debit and Periodic Payment Requests

## **ASIC Regulatory Guide 87 exemption**

Uniting Financial Services provides general financial product advice, and deals, in relation to a range of investment products to retail and wholesale clients, pursuant to the ASIC Regulatory Guide 87 and ASIC Corporations (Charitable Investment Fundraising) Instrument 2016/813 exemptions, for The Uniting Church in Australia ("Church"). Such products include:

- At-Call Investment (Uniting Church organisations only)
- 31 Day Investment
- Fixed Term Investment
- Funeral Investment
- Self Help Investment
- Cheque Facility (Uniting Church organisations only)

Our investment products are intended to attract investors whose primary purpose for making their investment is to promote the charitable purposes and support the work of the Church, and for whom profit considerations are not of primary importance in their decision to invest. Money invested with Uniting Financial Services in the products offered herein is invested in a manner consistent with responsible investment practices and Church principles. Surpluses generated are distributed to promote the charitable purpose of the Church in accordance with Synod resolution. The Synod uses this grant to fund charitable objects and activities, and to promote the interests of the Church.

Our investment products are not subject to the usual protections for investors under the Corporations Act 2001 (Cth.), is not regulated by the Australian Securities & Investments Commission ("ASIC").

Please note that the investment products offered by Uniting Financial Services are not subject to the same Corporations Act 2001 (Cth.) disclosure requirements as generally apply to debentures or registered managed investment schemes, and that we are not required to issue a Product Disclosure Statement, nor lodge such a disclosure document with ASIC.

Our investment products are not comparable to investments that are issued by banks, finance companies or fund managers and investors may be unable to get some or all of their money back when they expect to or at all.

#### **4. Contact details of Uniting Financial Services**

##### **Uniting Financial Services**

Level 9, 222 Pitt Street Sydney NSW 2000

Mail: PO Box A2178 Sydney South NSW 1235

Telephone: 1300 133 673

Fax: 02 9267 4965

Email: [contactus@unitingfinancial.com.au](mailto:contactus@unitingfinancial.com.au)

Website: [unitingfinancial.com.au](http://unitingfinancial.com.au)

#### **5. Method of providing financial services**

If you wish to utilise our services you may issue us with instructions in any of the following ways:

- in person; and
- in writing (including facsimile, after a Facsimile Letter of Authority has been provided). You must check and confirm with us that instructions sent via facsimile have in fact been received by us.

#### **6. Nature of Advice**

Please note that Uniting Financial Services does not provide personal advice (advice which takes into consideration one or more of your financial objectives, circumstances or needs). We are obliged to warn you that our general advice provided to you as a retail client does not take account of your financial objectives, situation or needs. Therefore, we recommend that you take all reasonable steps to fully understand the outcomes of specific products and strategies adopted in relation to utilising the services provided by Uniting Financial Services.

In accordance with APRA Banking Exemption No.1 of 2016:

- Uniting Financial Services is exempted from and not authorised under the Banking Act 1959 (Cth.) (Banking Act);
- Uniting Financial Services is not supervised by APRA;
- Any investment with Uniting Financial Services will not receive the benefit of the Financial Claims Scheme or the depositor protection provisions in the Banking Act.
- Investments with Uniting Financial Services are intended to be a means for investors to support the charitable purposes of the Uniting Church and Uniting Financial Services.

## **7. Documentation**

The Uniting Church (NSW) Trust Association Limited will provide you with the relevant documentation to facilitate and confirm requested transactions.

We will also provide you with a Product Disclosure Statement which details the terms and conditions applicable to our non-cash payment products, so that you can make an informed decision whether to acquire the product.

We will also provide you with a Product Information Brochure which details the terms and conditions applicable to our investment products, so that you can make an informed decision whether to acquire the product.

## **8. Our record-keeping obligations**

Uniting Financial Services will seek to ensure that comprehensive and accurate records of transactions undertaken, are properly maintained.

## **9. Who do we act for?**

Uniting Financial Services is responsible for the financial services we provide to you under our Australian Financial Services Licence, and does not act as a representative of any other licensee in relation to the services or products we provide.

## **10. Remuneration/commission/ benefits expected**

- to be received by Uniting Financial Services
- for provision of financial services

Applicable fees are detailed in the Product Disclosure Statement (as it relates to the provision of non-cash payment products only) or Product Information Brochure for all other products.

Employees and directors of Uniting Financial Services are remunerated by way of salary and other benefits. No commissions are paid.

## **11. Disclosure of any relevant conflicts of interest**

Uniting Financial Services does not have any relationships or associations which might influence us in providing you with our services.

## 12. Dispute Resolution

Uniting Financial Services has an internal dispute resolution process in place to resolve any complaints or concerns you may have, quickly and fairly. Any complaints or concerns should be directed to the Complaints Handling Officer (by letter, telephone, facsimile) using the address and telephone/fax numbers provided in Section 4 of this FSG.

We will investigate your complaint and within 21 days of receiving your complaint write to you, explaining the outcome of our investigation or advise you that more time is needed to complete the investigation.

Unless there are exceptional circumstances, we will complete our investigation within 45 days of receiving your complaint. If we are unable to resolve your complaint within 45 days, we will write to you and inform you of the reasons for the delay and provide you with monthly updates on the progress of our investigation and an indication of when your complaint is likely to be resolved, except where we are awaiting a response from you and you have been advised that we require such a response.

When we complete our investigation of your complaint, we will notify you in writing of:

- (a) the result;
- (b) the reasons for our decision with reference to any relevant provision of the Terms and Conditions; and
- (c) any further action you can take in respect of your complaint.

If your investment is found to have been incorrectly credited or debited, we will adjust your investment accordingly (including any interest and charges) and notify you in writing of the amount of the adjustment and, if the incorrect crediting relates to a discrepancy between the amount recorded by us as having been deposited and the amount recorded by us having been received, we will also notify you of the difference and the actual amount which has been credited to your investment.

If we find that you are liable for all or part of the disputed transaction, we will supply you with copies of any document or other evidence on which we based our findings, and advise you in writing if there was any system or equipment malfunction at the time of the transaction.

If you are not satisfied with the decision, you may wish to take the matter further. You may for instance, contact the Financial Ombudsman Service [contact details below] an approved external dispute resolution scheme, of which we are a member. You may also make a complaint via the ASIC Info line on 1300 300 630

### **Financial Ombudsman Service**

GPO Box 3, Melbourne, VIC 3001

Telephone: 1300 780 808

Fax: 03 9613 6399

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

Website: [fos.org.au](http://fos.org.au)

### **13. Professional Indemnity Insurance**

In compliance with section 912B of the Corporations Act 2001(Cth.) and ASIC Regulatory Guide 126, we maintain professional indemnity and fidelity insurance to cover the financial services and products we provide and any claims in relation to the conduct of former representatives/employees.

### **14. Privacy**

If you make an application or you are a signatory to our non-cash payment products, we collect and use the information and documents provided by you to substantiate your identity, authenticate your signature and to enable us to provide investment services to you and manage your investment.

Our application form contains a privacy statement which sets out in more detail how we use and when we disclose your personal information.

We handle your personal information in accordance with our privacy statement in the application form. You can obtain a copy of our Privacy Policy by

- visiting our website <http://unitingfinancial.com.au/privacy-policy/>; or
- contacting our Privacy Officer on the telephone numbers and address provided in Section 4.

You agree that we may disclose to a related entity of us:

- (a) information about you that is necessary to enable an assessment to be made of your total liabilities (present and future) to us and that related entity; and
- (b) any other information concerning you, if the related entity provides financial services related or ancillary to those provided by us, unless you tell us not to.



Please refer to our Privacy Policy for information about how you may tell us not to disclose information.

We, or any related entity of us to whom we disclose information may disclose information about or provided by you to employees or outside contractors for the purpose of our or the related entity's businesses. Any outside contractor to whom we or a related entity disclose information will have access to that information only for the purpose of our or the related entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

You agree that we may disclose information about you in those cases where the Privacy Act 1988 (Cth.) permits disclosure of such information.

If your investment is in more than one person's name you agree that each person may instruct us in relation to that investment and have access to information about that investment without your consent.

You may ask us to provide you with our record of your personal information, your investments with us and information relating to those investments. We may charge you our reasonable costs of supplying this information.

You may request the correction of any of this information concerning you that we hold. We will deal with your request for access to information or correction of information within a reasonable time.

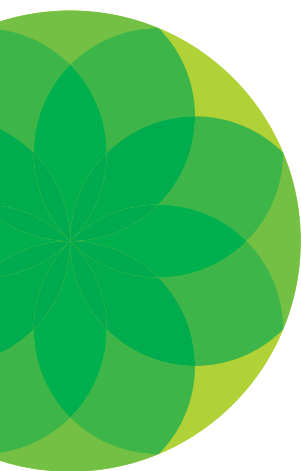
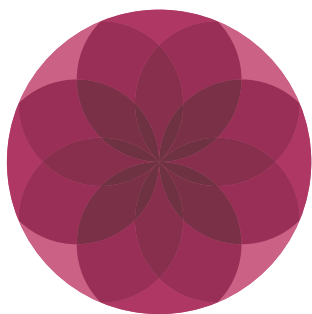
We will use your personal information to contact you or send you information about other products and services offered by us.

Please contact us all us on the telephone numbers and address provided in Section 4 if you do not wish to receive marketing communications from us.

Further, you may from time to time be contacted by representatives of us or related entities of us. Those representatives may be either employees of, or contractors to, us or the related entity. Any person who contacts you will have access to information about, or provided by you only for the purpose of our or the related entity's business and will be strictly prohibited from using that information for any other purpose whatsoever.

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Call 1300 133 673 or visit  
[unitingfinancial.com.au](http://unitingfinancial.com.au)

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