

# Black Swan Event Financial Planning Pty Ltd

### FINANCIAL SERVICES GUIDE

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Black Swan Event Financial Planning Pty Ltd Corporate Authorised Representative Number: 241203 of John Cameron Financial Planning Pty Ltd Holder of Australian Financial Services Licence: 515139.

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This Financial Services Guide (**FSG**) is provided to you by Black Swan Event Financial Planning Pty Ltd (**Black Swan Event**) and is made up of this FSG document (Part A) and an Adviser Profile (Part B) which should be read in conjunction with each other. Black Swan Event acts for and is an authorised representative of John Cameron Financial Planning Pty Ltd (**JCFP**) which is a licensed Australian Financial Services Licensee within the meaning of the Corporations Act 2001 and authorises the distribution of the FSG. The FSG is an important document which we are required to provide you when it becomes apparent that we are likely to provide you with financial services or prior to us providing you with financial services. It provides you with information about us to help you decide whether to use the financial services we provide. This FSG explains the services we can offer to you and the types of products we offer. It also explains how we (and other related persons) are remunerated for these services and includes details of our internal and external complaints handling procedures and how you can access them.

#### **NOT INDEPENDENT**

While we will always seek to meet our legal obligations to act in our clients' best interests within the meaning of section 961B of the Corporations Act 2001, we do not fall within the definitions of "independent", "unbiased" or "impartial" under section 923A. The reason we do not fall within these definitions is because we give our clients the option to allow life insurance companies to pay us commissions for the services that we provide to our clients rather than for us to be required to directly invoice our clients and for our clients to be required to pay us directly. We remain committed to continue to give our clients this important choice.

If you choose to use our services, you may also receive from us a Product Disclosure Statement (**PDS**), prospectus, Statement of Advice (**SOA**) and/or Record of Advice (**ROA**).

In the event that we make a recommendation to acquire a particular financial product (other than a financial product listed on a licensed Australian financial market such as the ASX), you must complete the application form attached to the relevant PDS. The PDS contains information about the particular product and will assist you in making an informed decision in relation to whether to acquire that product.

If we provide you with personal financial which is advice that takes into account one or more of your objectives, needs and financial situation, we may provide you with a SOA. The SOA will include information about the basis on which the advice is given and information about costs and expenses involved relating to our advice and the implementation of that advice (including the financial impact of replacing any products that you currently hold), the remuneration and benefit we are likely to obtain, any relationships, associations or interests that we may have that could reasonably be regarded as capable of influencing our advice.

In circumstances where further advice is provided to you, and we have determined that there has not been a significant difference in your personal circumstances, needs or objectives – or that there is no significant differences in the basis of the advice we will provide compared to the previous advice, we may create a ROA instead of providing you with a SOA. We may provide this ROA to you or merely retain it on your client file. You may request a copy of the ROA up to 7 years after the day on which the advice is provided.

JCFP is responsible for the financial advice provided to you and the financial services offered to clients by all its Representatives.



JCFP and your adviser act on your behalf when providing financial advice and financial services to you.

#### Who is Black Swan Event and who is your adviser?

Black Swan Event is a Corporate Authorised Representative (No. 241203) of JCFP, an Australian Financial Services Licensee (No. 515139). Black Swan Event and JCFP have common Directors.

Black Swan Event has been providing financial services to clients since 2003. Our goal is to help clients 'Preserve, Protect and Grow' their wealth. For more information on us, please visit our website: <a href="https://www.blackswanevent.com.au/">https://www.blackswanevent.com.au/</a>.

For further details on your adviser and their authorisations, please refer to the Adviser Profile attached.

#### What financial products can we offer?

We are authorised to provide financial product advice and deal in the following financial products to wholesale and retail clients:

- Basic deposit products;
- Non-basic deposit products;
- Government debentures, stocks or bonds;
- Investment life insurance products;
- Life risk insurance products;
- Managed investment schemes including IDPS;
- Retirement savings accounts;
- Securities;
- Standard margin lending facilities; and
- Superannuation

#### What will we not do?

We will not provide financial advice on financial products that are not on our Approved Products List (APL) as financial products that are not on our APL have not been researched and assessed on their merits.

We will not provide financial advice on classes of financial products other than those identified on JCFP's AFS Licence.

#### What do we expect from you?

We expect that you will provide us with accurate information regarding your individual financial situation, needs and objectives which we may request so that our advice is appropriate for you. We also expect that you will use our advice to enable you to make informed financial decisions, and that where appropriate you inform us of any changes that may influence your future objectives.

As a financial service provider, we have an obligation under the Anti Money Laundering and Counter Terrorism Finance Act to verify your identity and the source of any funds. This means that



we will ask you to present identification documents such as passports and driver's licence. We will also retain copies of this information.

We cannot provide you with financial services if you are unwilling to provide this information.

## How is JCFP and Black Swan Event paid for the financial services provided to you?

JCFP is paid for the financial services we provide through various methods of remuneration, including payments made by you (fees for service and advice fees), and payments received from product issuers. All payments that are likely to be received will be disclosed to you in your advice or disclosure document. In circumstances where we cannot determine the amount of remuneration that will be received, we will disclose the method of calculation.

#### <u>Fees</u>

Due to the varying nature of individual client cases, we typically have an initial consultation with you to obtain specific information regarding your personal circumstances, needs and objectives in order to identify services that are suitable for you. You should not act on any information provided during the initial consultation. The information we provide will generally be of a broad and general nature because at that stage we would not typically have all the information that we need to provide you with appropriate advice. We do not charge for the initial consultation.

All fees are payable to JCFP. Black Swan Event may receive up to 95% of the amount payed to JCFP. Please refer to the attached Adviser Profile for information on your adviser's relationship with Black Swan Event and how your Adviser is remunerated.

Prior to commencing any work, we will discuss with you the most suitable ongoing review service for your personal circumstances and the fee structure applicable. Additionally, we will disclose all remuneration in your advice document where known at the time that the advice is provided to you. If the remuneration is not calculable at the time of providing you with advice, we will disclose to you the manner in which the remuneration is calculated in your advice document. We have included the payment methods that we may use below.

Note that all fees quoted are GST inclusive.

#### Plan Preparation Fee

After the initial meeting, should you wish for us to prepare financial advice for you that takes into account your circumstances, needs and objectives, we will do so in a SOA. The cost of this will be discussed with you and agreed prior to preparation and could range from \$550 - \$7,700, depending on the time required and complexity of the work involved.

#### Ongoing (Review) Fees

Ongoing fees for investment type financial products are calculated as a percentage of the value of the funds under advice. The percentage ranges from 0.5% to 1.10% per annum, based on the time required and complexity of the work involved. This amount is typically deducted directly from the invested funds. For example, if you have \$200,000 invested, for which an annual ongoing fee of 1.10% is payable, then the fees payable to JCFP will be \$2,200 per annum.



All fees and options will be agreed to prior to provision of financial advice and services.

#### **Securities Dealing**

Where we arrange for securities to be transacted, we may charge brokerage of between 0% and 2% of the amount transacted. For example, if the value of securities to be transacted is \$1,000 we may charge up to \$20.

#### **Commissions**

#### Investment/super products

On and from 1 July 2013 the Future of Financial Advice (**FOFA**) reforms banned conflicted remuneration structures including certain commissions arrangements. We may have some legacy arrangements with product providers that pre-date 1 July 2013, where the product providers continue to make payments of ongoing commission and we lawfully continue to receive these payments under "grandfathered" exemptions set out in the Corporations Act 2001.

Depending on the financial product, an ongoing commission of up to 1% per annum may apply for as long as you hold the financial product. For example, where you initially invested \$10,000 and we received an initial commission of 5.5% and an ongoing commission of 1.1% per annum, then we would have received an initial commission of \$550 and continue to receive an ongoing commission of \$110 per annum.

#### Life Insurance

When we provide insurance advice to you, we may receive upfront and ongoing commission payments from the insurer for insurance products implemented on your behalf. The ongoing commission will continue to be received by us whilst the policy remains in force and is serviced by us.

The upfront commission for an insurance product can range from 0% to 66% of the cost of the premium in the first year depending on the product provider, while ongoing commission may range between 0% and 22% per annum. For example, on an insurance premium of \$1,000 paying 50% initial commission and 20% ongoing commission, the upfront commission would be \$500 and the ongoing commission would be \$200 per annum, for the life of the policy.

The structure and actual commissions received will be disclosed to you in your advice document.

#### Other commissions and benefits from product or service providers

We may from time to time, receive a benefit from product providers by way of sponsorship of educational seminars, conferences or training days. Details of any benefits received above \$100 will be maintained on a Register which you have a right to sight. You have a right to request for further information in relation to the benefits received by JCFP and/or its Representatives. Black Swan Event may also receive additional commissions calculated on the aggregated amount of funds JCFP has placed with the platform provider. The additional commission is calculated as a percentage of the administration fee after the deduction of all costs. Therefore, the amount is already included in the fees the product provider deducts from your investment account or insurance premium. The percentage will increase as certain totals are reached. If an additional commission results from advice that your adviser provides to you



then specific details of that arrangement will be provided with the advice. We are only able to receive these commissions where we had an existing arrangement with the platform provider prior to the 1st of July 2013.

To illustrate this point, as a result of the funds that Black Swan Event Financial Planning Pty Ltd already has under administration with BT, the percentage of additional commission is 30% of the Administration Fee. As the level of funds under administration increases, the percentage of additional commission can also increase. An example of this will be provided in your SOA, if applicable.

## Do any relationships, associations or interests exist which might influence the financial service or advice I receive?

Neither JCFP or Black Swan Event has any relationships, associations or interests with the issuers of financial products that might reasonably be expected to be capable of influencing us in the provision of financial services. Any significant interest or ownership will be recorded in a register of financial product holding and where appropriate, this holding will be disclosed to you in your advice document.

## Will you give me advice that is suitable to my investment needs and financial circumstances?

We will do so when you request personal financial advice from us. To do so, we need to find out your individual objectives, financial situation and needs before we recommend any financial products to you in the context of personal advice. You have the right not to divulge this information to us if you do not wish to do so. In that case, we would be required to warn you about the possible consequences of us not having your full personal information. You should read the warnings carefully.

## What should I know about any risks of the investments or Investment strategies recommended to me?

We will explain to you any significant risks of financial products, insurances and strategies that we recommend to you within your advice document. If you require further information or clarification, you should ask us.

#### What information do you maintain in my file?

We maintain a record of your personal profile that includes details of your investment objectives, financial situation and needs. We also maintain records of any recommendations made to you for a minimum period of 7 years.

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 can be provided to you upon your request.

#### Can I tell you how I wish to instruct you to buy or sell my investment?



Yes. You may specify how you would like to give your adviser instructions. For example, by telephone or email. If you provide us with instructions over the telephone, we may at our discretion, request those instructions to be confirmed in writing prior to us acting on those instructions.

Your adviser's contact details are in the attached Adviser Profile.

## What kind of compensation arrangements are in place and are these arrangements complying?

JCFP has a Professional Indemnity (**PI**) insurance policy in place as required under section 912B of the Corporations Act 2001. The PI policy covers us for claims made against us as a result of our conduct in the provision of financial services. Our PI policy contains cover in relation to claims regarding the conduct of Representatives who have ceased working with us but who did at the time of the relevant conduct. This is subject to the usual terms of the PI insurance policy in relation to providing indemnity.

#### What should I do if I have a complaint?

We are committed to providing quality financial services to our clients. This commitment extends to providing accessible complaint resolution mechanisms for our clients. If you have any complaint about the service provided to you, we advise you to take the following steps:

- 1. Contact our Complaints Manager, John Cameron on (08) 9322 7818 or put your complaint in writing and send it to us at GPO Box 2746, Cloisters Square PO, WA 6850. We will try and resolve your complaint quickly and fairly.
- 2. JCFP is a member of the Australian Financial Complaints Authority (**AFCA**). Should the dispute remain unresolved, or is not resolved within 45 days, or such longer period as permitted by AFCA, you have the right to refer the matter to AFCA.

Contact Details for AFCA are:

#### **Australian Financial Complaints Authority**

Postal address: GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678 (free call) Email: info@afca.ora.au

Website: www.afca.org.au

3. You may also contact the Australian Securities and Investments Commission (**ASIC**) on 1300 300 630 to obtain information about your rights.