

1 May 2022



FINANCIAL SERVICES GUIDE

ABLE FINANCIAL SERVICE
AS LICENSEE FOR
CLAIM RIGHT PTY LTD
"CLAIMRIGHT"

PURPOSE

This document is an important document and describes:

1. Who We Are
2. The Financial Services We Offer
3. How We Are Paid (and When)
4. How We Care For Your Data
5. How To Make a Complaint



ABOUT ABLE FINANCIAL SERVICES

Able Financial Services Pty Ltd is an Australian Financial Services Licensee (AFSL), number 530596 (ABN: 27 646 319 164) and is responsible for the advice that is provided to you by its Authorised Representatives. Claim Right Pty Ltd is a Corporate Authorised Representative (CAR) (ASIC Authorised Number 001293578) of Able Financial Services (Able FS). While the Licence allows Able FS to provide advice and deal in a range of financial products Claim Right is limited to providing the financial services of claim handling. Advice and dealing can be provided by another representative of Able FS, Health & Finance Integrated.

FINANCIAL SOLUTIONS

GENERAL ADVOCACY & CALIMS HANDLING

- Providing you with a recommendation or a statement of opinion on whether to bring a claim
- Helping you notify an insurer of a potential claim.
- Assisting you in understanding the offer documents such as Product Disclosure Statements
- Helping you understand communication from the insurer
- Assisting in gathering financial and medical information relevant to the claim.
- Lodging the claim and following up on your behalf.
- Raising and escalating complaints on your behalf

SPECIALISED

- Advice relating to multiple claims with offset clauses.
- Access to superannuation savings under disability (incapacity) ground (subsequent to receiving financial advice)
- Calculation of your entitlements
- The request of Tax Withholding Estimates from a superannuation fund
- Calculation of damages owed to you under an insurance contract.

TYPES OF FINANCIAL PRODUCTS WE CAN DEAL IN

- Life Insurance Contracts (such as Income Protection, Total & Permanent Disablement, Trauma/ Crisis) or Death Insurance
- Funeral Bonds/ Insurance

HOW AND WHEN WE ARE PAID

Before commencing work for you, you will be given a contract that outlines the type of claim and the fee associated with that claim. Generally, claims are not payable until a successful outcome has been secured for you unless otherwise agreed.

The fee we charge you depends on the complexity, time it takes and value of the claim. Our range is between \$195- \$55,000 for each contract.

You should pay particular attention to how we define complexity, and when we can ask you to allow us to increase your fees.

For example, claims over \$100,000 are regarded as more complex. Claims that take over 90 days from the time of lodgement, often are complex in their assessment. Such complexities result in a higher amount charged as disclosed in your contract.

AUTHORISED REPRESENTATIVES

Able FS (the AFSL holder) has authorised Claim Right and its representatives and provides them with ongoing monitoring, supervision, coaching and support.

WHEN WE CAN NO LONGER REPRESENT YOU

It is unlikely that we decide to part ways during a claim, however it can occasionally happen. There are main reasons when we must stop representing you such as

1. When we suspect you are unable to work with us due to loss of capacity (or suspected loss of capacity). We will always attempt to work with your representatives (such as a Power of Attorney)
2. When in our opinion a legal challenge should be brought to the insurer.
3. When there are no prospects of making a successful claim due to information that comes to light during the process.

Other unlikely reasons:

4. Lack of engagement in the process
5. Inappropriate behaviour or clash of personalities
6. We agree to part ways for other reasons

Before we take such action, we will endeavour to resolve the issue, and should there be no other alternative, we will let you know in writing and provide you with reasons and alternative solutions to address the issue. You may be liable for costs incurred by us on termination as set out in our contract.

HOW TO MAKE A COMPLAINT

We aim to always provide quality advice and services. If for any reason you are not satisfied with our services, please follow the steps outlined:

- 1 Call us on 1300 12 44 99 or write to
manager@ablefs.com.au
Able Financial Services
C6, 23 Hassall Street,
Parramatta NSW 2150
- 2 If we are unable to resolve the complaint to your satisfaction, you may refer the complaint to the Australian Financial Complaints Authority (AFCA).

AFCA provides a fair and independent financial services complaint resolution service that is at no cost to you. You can lodge your complaint with AFCA online, by email or by phoning them.

Online: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678

You can also make a complaint to the Australian Securities and Investments Commission (ASIC) by contacting their information line on 1300 300 630 or use their service to find out more about your rights.

We hold Professional Indemnity insurance for the services provided by our representatives both present and past.

WHAT IS NOT A FINANCIAL SERVICES ACTIVITY

Claim Right Pty Ltd and its representatives may support you and your family to apply for Centrelink payments, Social Security, Housing, National Disability Insurance Scheme (NDIS) and with General Disability Advocacy including consulting services, negotiation services and expert witness reports. Those are not financial services activities and are covered under a separate arrangement with you.

If you have queries, concerns, or complaints about any of the abovementioned, you should contact ClaimRight on manager@claimright.com.au or 1300 12 44 99

HOW WE CARE FOR YOUR DATA

The privacy of your personal information is important to us.

1. Your representative will ask you many questions. Why is so much information required?

We collect your personal information to enable us to provide you with the products and services that are appropriate to your needs. Under the following Australian laws, we may be authorised or required to collect your personal information:

- Corporations Act 2001,
- Australian Securities and Investment Commissions Act 2001,
- Anti Money Laundering and Counter-Terrorism Financing Act,
- Taxation Administration Act 1953,
- Superannuation Guarantee (Administration) Act 1992 and
- Superannuation (Unclaimed Money and lost members) Act 1999

as those acts are amended and any associated regulations. From time-to-time other acts may require or authorise us to collect your personal information.

We are required to collect sufficient information to identify a person's needs, objectives, and financial circumstances so that we can provide appropriate financial advice.

We will gather the information by asking you numerous questions about you and possibly your family. We will record this information. We endeavour to retain accurate, complete, and up to date personal information about you so we will ask you to review the information from time to time.

If the information you provide to us is incomplete or inaccurate this will impact on our analysis of your requirements and may result in advice that is not appropriate to your needs and circumstances. If this does occur, you will need to make your own assessment concerning the appropriateness of our advice.

At times, we may collect personal information from someone other than yourself and you may not be aware that we collect or have collected this information.

2. Access and correction

You may (subject to permitted exceptions) access and update your information by contacting us. You may access the personal information we retain and request corrections. This right of access is subject to some exceptions allowed by law. We will give you reasons if we deny access though will endeavour to always ensure that the personal information about you that we hold is up to date and accurate. The accuracy of the personal information is dependent to a large degree on the information you provide, and you should advise us if there are any errors in your personal information.

3. Providing personal information

We may provide personal information to:

- Organisations (who are bound by strict confidentiality) to whom we outsource certain functions such as our auditors. In these circumstances, information will only be used for our purposes.
- Other professionals such as solicitors, accountants, and stockbrokers when a referral is required.
- Entities based overseas (see below for details);
- third parties when required to do so by law, e.g., legislation or Court Order.

4. Overseas disclosure

Sometimes we need to provide personal information to or get personal information about you from persons located overseas. For example, we may outsource a function involved in the financial planning business to someone based overseas.

Nevertheless, we will always disclose and collect your personal information in accordance with Privacy Principles.

5. Identifiers

Although in certain circumstances we are required to collect government identifiers such as tax file numbers, Medicare numbers or pension card numbers, we do not use or disclose this information other than when required or authorised by law or unless you have voluntarily consented to disclose this information to any third party.

6. Dealing with us anonymously or using a pseudonym

The nature of the provision of financial services does not lend itself to treating customers with anonymity. All transactions require personal information about the individual for whom the transaction is being completed. However, in some instances, we may be able to provide information or a service anonymously or to you under a pseudonym, for example, enquiries about products from a potential client.

You can deal with us anonymously where it is lawful and practicable to do so.

7. Marketing Practices

Every now and then we might let you know, via mail, SMS, telephone or online, about news, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. At any time, you can contact us to update your marketing preferences.

8. Sensitive Information

Without your consent, for example, where information is provided by you for insurance and or risk purposes, we will not collect sensitive information about you. Exceptions to this include where the information is required by law, or for the establishment, exercise or defence of a legal claim.