## **EASYSTREET**

# Important Information & Disclosure Guide

#### This document includes

- 1. About EasyStreet Mortgages Limited
- 2. Nature and Scope of Advice
- 3. Other Important Disclosures
- 4. Declaration and Authority



#### **About EasyStreet Mortgages Limited**

EasyStreet was founded with a vision of creating a one stop advice company that ensures great advice with ease. Achieving your financial goals can be hard and when you are on your own it is never easy. The team at EasyStreet aims to take the guesswork out of what it takes to achieve your goals. When it comes to finance we work hard to ensure that we are ahead of the game, keeping up to date with developments in lending and insurance that ensures that our clients needs are taken care of.

When you are working with any member of the EasyStreet team you are getting the collective experience of every member. In this day and age the old broker working out of his or her back shed finds it hard to keep up and that's why you want to be working with a group that stays ahead of the curve.

We work from a central Christchurch location, where we strive to create an accessible and inviting environment where you can be assured of your next step towards achieve your goals.

All members of the EasyStreet Team have come together through a shared interest in ensuring great outcomes for their clients through superior client service.

#### **Impartial Advice**

We offer impartial advice to clients in relation to finance for property, across a large number of both Banks and non-Bank lenders. As part of providing holistic advice, when reviewing your insurance needs, we provide you with recommendations from our large panel of insurance providers

#### Scope of Service

The advice our Advisers provide, aims to help you make the finance process easier. You will receive expert advice from our Advisers, who have excellent industry experience to provide you with insights and information to assist your decision making process.

Buying a property is a big financial commitment and so we work for you to ensure that you have access to all the important information you may need to be able to make informed decisions about the right structure and provider for your situation and objectives.

We are committed to treating you and all our Clients fairly and to providing the highest standard of service possible. Our scope of service does not end on settlement. Our Advisers are available to help you in the future with any Mortgage or Insurance queries and endeavour to keep in regular contact for reviews.

#### **Reviews**

Our Advisers will review your personal circumstances with you annually, or more frequently if necessary, to ensure the solution we helped you implement remains appropriate for your needs and objectives.

#### **Nature and Scope of Advice**

EasyStreet Mortgages Limited (EasyStreet) provides financial advice and investment services relating to the following financial products:

#### KiwiSaver:

- NZ Funds KiwiSaver
- Booster KiwiSaver
- Generate KiwiSaver

#### Personal insurance provided by:

- AIA
- Asteron Life
- Partners Life
- Fidelity Life
- Chubb

#### Finance provided by:

- ANZ
- ASB
- BNZ
- Westpac
- Kiwibank
- SBS Bank (Southland Building Society)
- Cooperative Bank
- TSB
- AIA/ASB Go Loans (formerly Sovereign)
- Resimac
- Avanti Finance
- Liberty Financial
- Unity Credit Union
- Prospa
- GoldBand Finance
- Pepper Money
- Mutual Credit Finance
- Select/Bluestone
- Cressida Capital
- Funding Partners
- Southern Cross Partners
- DBR
- Fico Finance Limited
- Basecorp
- Silver Harbour Capital
- Heartland Bank/Marac

EasyStreet does not generally provide financial advice on products not listed above. However, some clients may have other financial products with other providers. Where this is the case, we may provide advice on those products as part of providing financial advice to these clients.

#### How we get paid

EasyStreet is paid a single 'upfront' commission (percentage of the loan facility or insurance premium), an ongoing (trail) commission (percentage of the loan facility or insurance premium), or a mix of both. This is paid to us by the Lender, when arranging finance or Insurer, when providing life insurance cover. EasyStreet reserves the right to charge a one-off Broker fee for work completed for Mortgage clients. This fee, if applicable, is in no way associated with commission EasyStreet may earn or commission clawback. Fees are disclosed clearly and generally at the point of an approval being issued and sent to the client.

#### **Fees and Expenses**

EasyStreet Mortgages Limited may charge the following fees for financial advice:

- Commercial Property Purchase
- Speciality Residential Home Loan purchase Either the result of credit impairment like defaults or the loan is complex by nature. We will inform of you when this is the case.
- Loan is intended to be with a lender for less than 30 months.
- The lending circumstances are complex in nature and require a great deal of pre-application work.

We do also reserve the right to charge fees at \$217.50 + GST per hour. We may do this when charging a percentage of the loan amount isn't appropriate for the circumstances.

Note, we will inform you of any fees being applicable. Fees are disclosed clearly and generally at the point of an approval being issued and sent to the client.

#### **Commission Clawback Policy**

If a mortgage is repaid within 30 months of your mortgage settlement, or insurance policy is cancelled within 24 months EasyStreet Mortgages Limited (EasyStreet) will have to repay some of the 'upfront' commission received. This must be repaid to the Lender or Insurer. This is known as 'commission clawback'.

If EasyStreet is charged with a commission clawback, due to early settlement of the mortgage or insurance arranged for you, then EasyStreet will ask you to pay \$217.50 + GST per hour up to \$3,000, for the services provided to you. If this is to exceed \$3,000 due to the complexity of your application, we will inform you in writing.

- \*This \$3,000 has been calculated on an average of 12 hours of advice, negotiation and administration to complete and submit your loan/insurance application to the provider, at our hourly rate of \$217.50 + GST per hour.
- These service charges are in no way associated with any fees EasyStreet may have charged at settlement. This is typical with complex applications.
- In EasyStreet's opinion, the early repayment of the mortgage was driven by an exceptional change of circumstance for the Client

Commission clawbacks are in no way associated with any broker fee EasyStreet may have charged for arranging non-Bank lending.

#### **Duties**

EasyStreet and anyone who gives financial advice on our behalf, have legal duties relating to the way that we give advice.

We must:

- give priority to our clients' interests by taking all reasonable steps to make sure our advice isn't materially influenced by our own interests;
- exercise care, diligence, and skill in providing the advice;
- meet standards of competence, knowledge and skill set by the Code of Professional Conduct for Financial Advice Services (these are designed to make sure that we have the expertise needed to provide you with advice); and
- meet standards of ethical behaviour, conduct and client care set by the Code of Professional Conduct for Financial Advice Services (these are designed to make sure that we treat you as we should and give you suitable advice).

This is only a summary of the duties that we have. More information is available by contacting us, or by visiting the Financial Markets Authority website at <a href="https://www.fma.govt.nz">www.fma.govt.nz</a>.

#### **Conflicts of Interest, Commissions and Incentives**

Our financial advisers are remunerated by way of receiving a commission from the sale of a financial product.

EasyStreet may receive commissions from the managed investment scheme managers on whose products we provide financial advice or in which our clients invest, insurance companies on whose policies we provide financial advice, and from the banks with whom we arrange mortgages. These commissions are based on the amount of the sum invested, insurance premiums paid or mortgage (as applicable).

Specific commissions that EasyStreet are listed here https://www.easystreet.org.nz/how-we-are-paid

It's important to understand a commission payment represents a top-line revenue payment to the business. Like any business, EasyStreet has significant costs and these numbers do not reflect the actual amount an adviser may earn.

To ensure that EasyStreet's financial advisers prioritise each client's interests above their own, they follow an advice process that is designed to ensure their recommendations are made on the basis of the client's circumstances and financial goals and are suitable for the client. EasyStreet also:

- has a quality assurance programme in place to monitor the advice our financial advisers provide;
- actively monitors compliance with our conflicts policies and procedures; and
- ensures training is provided to all EasyStreet financial advisers about how to manage conflicts of interest.

#### **Referral Partners**

We may refer you to other service providers, including Generate KiwiSaver, NZ Funds, and Tower Insurance.

From Generate we will receive an ongoing payment of an amount equal to 0.125% of your account balance for referring you to Generate, in the event that you open an account. This fee is paid to me by Generate. The Generate adviser will provide general advice on the Generate KiwiSaver Funds. They can refer you to advisers who can provide you with indepth advice if required.

EasyStreet receives on referral of client payments from New Zealand Funds Management Limited. These Referral payments include an upfront payment of up to \$300 across 9 months for each client that invests in the NZ Funds KiwiSaver Scheme. EasyStreet also receives an ongoing service payment of 0.40% on amounts invested in the NZ Funds KiwiSaver Scheme. EasyStreet will share some of these payment amounts with the referring adviser. These payments are met by NZ Funds and are not an extra cost to you.

From Tower Insurance I may receive ongoing payment equal to 10% of the company premium paid by you. This is not to be confused with the overall premium that includes things such as Fire Levy, EQC Levy etc. If you would like an approximate estimate of what I will receive I am happy to provide this to you.

#### **Complaints Handling and Dispute Resolution**

Even with the best of intentions, complaints sometimes arise. EasyStreet is committed to ensuring that all client complaints are handled and resolved in a professional, fair and timely manner in accordance with our Client Complaints Policy and associated procedures. If you are not satisfied with our financial advice services, you can make a complaint by contacting us via email at <a href="mailto:complaints@easystreet.nz">complaints@easystreet.nz</a> or follow the process on our website.

When we receive a complaint, we will consider it and let you know how we intend to resolve it. We may need to contact you to get further information about your complaint. We aim to resolve complaints within 10 working days of receiving them. If we can't, we will contact you within that time to let you know we need more time to consider your complaint.

We will contact you by phone or email to let you know whether we can resolve your complaint and how we propose to do so.

If we can't resolve your complaint, or you aren't satisfied with the way we propose to do so, you can contact FDRS (Financial Disputes Resolution Scheme) an approved dispute resolution scheme who provide a free, independent dispute resolution service that may help investigate or resolve your complaint.

You can contact FDRS (Financial Disputes Resolution Scheme) at:

Address: PO Box 2272 Wellington 6140

Telephone number: 0508 337 337

Email address: fdrs.org.nz

#### **Privacy Act**

Any information that you provide us, either verbally or in writing, stays secure and confidential. So, if you want access from us to any information you have provided, then all you need to do is ask. You have the right to ask us to correct any information we hold on you, if you believe it is incorrect.

The information provided by you will be used by EasyStreet for the purpose of providing advice to you and may also be used by any Lender or Insurer when referring to them on your behalf, so as to obtain the best recommendations for your finance and or insurance.

We may release information to other professionals, such as solicitors, accountants, finance brokers or financial planners, when such services are required to complement this advice and as required.

#### Queries?

Should you have any queries relating to the above information, then please contact your EasyStreet Adviser who will be pleased to help and answer any query you may have.



#### **EASYSTREET**

#### **Client Authority and Declaration**

Applicant One				
Full Name:				
Applica	nnt Two (if applicable)			

#### I/we authorise:

- EasyStreet Mortgages Limited (EasyStreet) and the Lender and any Insurer to collect and hold personal information about me from third parties including, but not restricted to credit reporting agencies, banks and employers
- EasyStreet and the Insurer to obtain all relevant personal information including but not limited to personal medical records and existing insurance cover and terms where I/we have asked EasyStreet to undertake an insurance review
- EasyStreet to use our personal information to negotiate mortgage and/or insurance terms, process mortgage and/or insurance applications and/or process or manage insurance claims on our behalf
- The Lender and/or Insurer to disclose my personal information to EasyStreet during the term of the mortgage and/or insurance policy in order to answer my queries or assist me with my financial arrangements as my circumstances change
- The Lender to use our personal information to assess the application and, if the application is successful, to administer the loan. The lender may use my personal information for other purposes in accordance with the lender's own privacy policy (available on its website).
- EasyStreet and the Lender to disclose my personal information to credit reporting agencies and also to any third party making an authorised enquiry about me/us
- The credit reporting agencies of EasyStreet and the Lender, to hold my personal information on their systems and to use my personal information held on their systems to provide credit reporting services
- The credit reporting agencies of EasyStreet and the Lender to provide my personal information to its customers using their credit reporting services
- EasyStreet and the Lender to use the services of their credit reporting services in future for the purposes related to the provision of the mortgage and/or any other credit to me/us. This authorisation shall include the use of any monitoring services to receive updates about me/us if any of the personal information held about me changes
- EasyStreet and the Lender to give information to credit reporting agencies about my default in any payment obligations
- The credit reporting agencies of EasyStreet and the Lender to provide information about my default in any payment obligations to other customers of the credit reporting agencies

I/we understand that pursuant to the Privacy Act 2020, I have a right to request access to and correction of any personal information held by EasyStreet or by the Lender or by the Insurer.

### I/we acknowledge and agree (including where the borrower is the company, the individual director(s)) that:

- I/we provided our consent to EasyStreet to pass on my/our personal contact details to the Lender
- I/we have read and understood EasyStreet 's Nature and Scope of Advice and consent to how my/our personal information will be collected, stored, used and shared
- The EasyStreet Adviser is not an agent of any Lender and the Lender is not an agent of EasyStreet
- EasyStreet does not have my authority to bind the Lender in any way responsible for any advice, statement or representation made by the Adviser concerning my/our application
- EasyStreet is my/our agent in respect of my/our application and any mortgage(s) and as such is authorised to provide the Lender with instructions (including in relation to the ongoing maintenance of my/ our mortgage) unless or until I/we advise EasyStreet otherwise. The Lender can rely on this authority without the need to make further enquiry
- I/we agree to receiving regular contact from EasyStreet for service reviews or updates
- I/we agree to out information being made available to the Financial Markets Authority or an external Auditor for compliance assurance purposes
- I/we consent to EasyStreet and the Lender obtaining and disclosing to each other, any information in respect of my/our application and/or my/our mortgage(s) which may relate to me/us, including:
  - o Information concerning the progress and status of my/our application Details, including for example, mortgage type, loan balance and loan, amount and terms and dates and amounts of draw downs and associated security of any mortgage or facility taken out with the Lender by me/us Information about the ongoing maintenance of my/our mortgage(s) and information relating to the calculation of commission payable

#### **Acknowledgements**

I/we may be required to evidence that EasyStreet has explained specific requirements or obligations and provided certain information to you.

To agree <u>please tick</u> all four below to confirm that you have received the information and documentation:

Please tick							
	I/we confirm that the information provided in this application is true and complete.						
	I/we acknowledge that I/we from our EasyStreet Adviser	we acknowledge that I/we have received a 'Important Information & Disclosure Guide' document om our EasyStreet Adviser.					
	I/we acknowledge I/we have read and understood the information relating to the Privacy Act 2020 and how this information may be used						
	I/we acknowledge that I/we have received a copy of EasyStreet's 'Important Information & Disclosure Guide' and understand the information related to how EasyStreet is paid and the situations where EasyStreet may charge me a fee and/or recover a commission clawback from me/us.						
Applic	cant One Signature:		Dated:				
Applicant Two Signature:			Dated:				