

Financial Services Guide

Independent Capital Advisers Pty Ltd A.B.N. 95 765 269 541



Australian Financial Services
Licence (AFSL) Number: 378693

Date Prepared: 7 November 2011

Purpose of this Financial Services Guide

The purpose of this Financial Services Guide (FSG) is to provide you with key information about the financial services offered by Independent Capital Advisers Pty Ltd to help you in making an informed decision about whether to use our services.

When we use the terms “InCapital”, “we”, “our” or “us” in this FSG the reference is to Independent Capital Advisers Pty Ltd. When we use the term “you” or “Client” we mean you, as the user of our services and our other clients if the context requires.

This FSG explains:

- who we are
- the financial services and types of products we offer
- the remuneration and other benefits that may be paid to us, our employees or others
- any associations and other relationships we may have with financial product issuers and details of any potential conflicts of interest
- our internal and external dispute resolution procedures and how you can access them if you have a complaint against us
- the details of the compensation arrangements that are in place
- how you can contact us

The information contained in this FSG is general information only and has been prepared without taking into account the client’s objectives, financial situation or needs. We provide no warranty regarding the suitability for the client of any of the services described in this FSG.

Who we are:

InCapital is an Australian incorporated company which was registered in 2010. InCapital is not owned by any Fund Manager or Institution.

Our Business Vision is:

“To enhance our clients’ lives through the provision of financial advice that suits your needs”.

Our Business Mission Statement is:

1. To provide the most appropriate financial advice tailored to our clients’ specific needs and objectives.
2. To help our clients achieve and maintain financial independence.
3. To encourage and assist our individual team members’ personal and professional development.
4. To strive for continual improvement.

A guide to our relationship with you

InCapital will provide financial services to you when it acts as your Introducing Broker, Financial Planner, insurance Adviser, Investment Manager or Corporate Advisor

The way in which your capital is managed is paramount to the quality of lifestyle you can enjoy. InCapital is an investment management, trade execution, financial planning and corporate advisory business and our role is to give you the ability to trade in Australian and International financial markets; provide advice; and deal in financial products on your behalf aimed at assisting you to achieve your financial goals.

You must be given this FSG before you receive a financial service such as investment advice.

In time critical cases the financial services may be provided immediately and the FSG and an advice document such as a Statement of Advice (SoA) (if personal advice is provided) must then be provided within 5 days of this service being provided. In time critical cases your adviser will disclose to you all costs associated with the service and associated parties, their interests and/or remuneration.

When your adviser provides you with personal financial product advice you will receive a SoA. Personal advice is advice that takes into account one or more of your objectives, your financial situation or needs or any advice which could reasonably be regarded as having done so, the SoA provided will contain the advice, the basis on which it is given and other information such as our fees and any associations we have with financial product issuers or other parties which may have influenced the advice.

You will not receive a SoA where we give you further personal advice (after the initial personal advice) where your relevant personal circumstances are not significantly different from those circumstances in our previous SoA. In such cases the details of such personal advice will be documented in a Record of Advice (RoA) which will detail the recommendations and other information. You may request a RoA of the further advice given to you within 90 days of that advice being given. We will maintain records of any SoA and RoA for at least 7 years. Should you require a copy of any SoA or RoA then please contact us to request a copy. Our contact details are set out on the back page of this FSG.

If we recommend to you a particular financial product, you may also receive a Product Disclosure Statement (PDS) prepared by the product issuer. This PDS will provide information about the particular product and include any relevant terms, significant risks and details of other fees and charges which may apply. This PDS will be provided to assist you in making an informed decision about the product.

How you can instruct us:

Generally, you may give InCapital, or your adviser, instructions in writing, by post, fax, internet, email, or any other means by pre-arrangement with us or your adviser (as applicable).

It is your responsibility to ensure that orders sent electronically have in fact been received by us.

The financial services and products we offer:

We are licensed to provide the following financial services:

- financial product advice; and
- deal in various financial products:

We are licensed to provide these financial services in the following financial products:

- Basic Deposit Products
- Non-basic Deposit Products
- Derivatives
- Government Debentures, Stocks or Bonds
- Life Products – investment life and life risk insurance products
- Managed Investment Schemes, including Investor Directed Portfolio Services (IDPS) and MDA services
- Retirement Savings Account Products
- Securities
- Standard Margin Lending facility
- Superannuation

Our AFSL authorises us to provide these services to retail and wholesale clients (within the definitions contained in the Corporations Act).

Nature of Advice

InCapital provides both personal advice and general advice in relation to a range of financial products. As described above, personal advice is advice that takes into account one or more of your objectives, financial situation or needs. You should immediately notify your adviser if your personal circumstances change. Your adviser can only make recommendations based on the information provided by you. Without all the necessary information, the advice given may not be appropriate for your personal circumstances.

Please note that in some circumstances we will only provide you with general advice. Any general advice we provide to you as a retail client will not take account of one or more of your objectives, financial situation or needs. Before acting on any general advice, you must consider the appropriateness of the advice in light of your personal circumstances. Newsletters, trade alerts and research papers are examples of general advice we may give you.

Before taking any action to acquire any of the financial products or services mentioned in this FSG you should consider whether the product is appropriate having regard to your personal circumstances. You should also obtain and read the relevant PDS (where applicable) and ensure that you understand the risks associated with the financial products.

The areas we provide advice in include the following:

- Wealth Accumulation
- Income & Asset Protection
- Financial Planning
- Tax Strategies
- Superannuation
- Retirement & Redundancy Planning
- Estate Planning
- Social Security
- Limited Debt Management
- MDA services

Execution services we provide

InCapital provides an execution service where we will transmit your order to another licensee authorised to execute the order in the relevant market.

InCapital also provides MDA services. Further details of this service are set out below.

The products we recommend are all selected from an approved list of products carefully researched by independent research houses.

InCapital Managed Discretionary Account (MDA)

InCapital is authorised by its AFSL to provide MDA services. Your adviser will assess the suitability of a MDA before this service is offered and the details regarding its suitability will be set out in the SoA provided to you.

A MDA will allow InCapital to manage your portfolio at our discretion, based on the Investment Program you agree with us. A MDA gives us the ability to act quickly and decisively without the time consuming need to refer to you to obtain instructions each time an investment is identified and subsequently made.

With this MDA service you essentially choose to outsource all investment decisions to an experienced investment team (InCapital) who will manage your portfolio in accordance with the stipulated mandate contained in your Investment Program.

Who we act for

When InCapital acts as either your Introducing Broker, Financial Planner, Insurance Adviser, Investment Manager or Corporate Advisor, we will act on your behalf as your agent.

Compliance with the Corporations Act

This FSG has been prepared in accordance with the Corporations Act and ASIC Class Order 04/194.

In preparing the Investment Program for you under the MDA Agreement, InCapital is obliged to ensure that we comply at all times with Division 3 of Part 7.7 of the Corporations Act 2001 i.e. requirements in relation to the provision of personal advice. Pursuant to an ASIC Class Order [CO 04/194], InCapital as a provider of MDA services qualifies for class order relief, subject to a number of conditions, from the Managed Investment Scheme legislation in Chapter 5C and the Product Disclosure provisions in Chapter 6D and in Part 7.9 of the Corporations Act. This FSG complies with the conditions set out in the ASIC Class Order.

Agreement to receive MDA services

For us to be able to provide a MDA service you must first enter into a MDA Agreement. The MDA Agreement regulates how InCapital will provide you with the MDA service. The MDA Agreement will set out how InCapital exercises its discretion in relation to the management of your portfolio and the limits that apply to the discretion, if any.

The MDA Agreement will also set out:

- The Investment Program for your portfolio. You may request InCapital to administer the portfolio in accordance with specific instructions with respect to the assets of the portfolio, outlined in the Investment Program;
- Information about how you may give us instructions on corporate actions and other communications relating to the various financial products in your portfolio;
- Any significant risks associated with the MDA Agreement; and
- Warnings that the MDA Agreement may not be suitable to you if you have provided limited or inaccurate information. It will also specify that the MDA may cease to be suitable if your personal circumstances change.

The Investment Program and ongoing review of the Investment Program

Your adviser will recommend an Investment Program based on their assessment of your personal objectives, financial situation and needs for your review and approval.

Your adviser will be responsible for the regular review of your Investment Program as set out in the MDA Agreement. Your adviser is also required to assess the continued suitability of the MDA for you.

Significant risks in using our MDA services:

The MDA Agreement enables InCapital to action changes with regard to the purchase and sale of financial products on your behalf without prior consultation with you. InCapital must act within the level of authorisation set out in your MDA Agreement. You should note that these actions are binding.

It is important that you carefully read and understand the activities you are authorising InCapital to do on your behalf. Therefore, a risk of using our MDA service is your reliance on our investment expertise as you will not have the day-to-day control of your investments.

The risk of failure of InCapital's operating systems and systems of InCapital's service providers in relation to the appropriate recording of your investments and transactions may also arise.

The reliance on the skills, competence and ability of InCapital and that of our service providers to successfully manage your portfolio to achieve your investment goals is considered a risk associated with this type of investment.

The loss of key personnel is also considered another risk associated with this type of service.

To mitigate risks, InCapital has developed significant strategies, systems and procedures to minimise the likelihood and impact of the above risks eventuating.

Custodial services for your MDA portfolio

InCapital does not provide depository or custodial services. These are provided by an external MDA custodian.

The external MDA custodian will hold your assets separate from other assets of the MDA custodian and will be responsible to you for the safe custody of your assets in your portfolio. They will act on our instructions pursuant to the MDA Agreement (such as with respect to corporate actions).

Schedule of Fees (including GST)

Fees payable to InCapital for providing financial services to you

InCapital is remunerated through the various fees and commissions (or brokerage) that we charge you for executing transactions, placing or managing your investments. Generally, the fees we receive will be based on the amount you invest. It will vary from one financial product to another and also from one financial service to another. Some fees will be charged directly to you by InCapital and others will be paid to InCapital by the relevant issuer of the financial product.

We will advise you about any commissions, fees and any other benefits, where possible, in actual dollar amounts prior to the transaction. This information will be provided verbally and/or in the SOA or other written report. The fee will also be disclosed in the confirmation of the transaction.

When personal advice is given, if the remuneration (including commission) or other benefits are not calculable at that time, the manner in which the remuneration (including commission) or other benefits are to be calculated will be disclosed in the SoA (or RoA) at the time the personal advice is given or as soon as practicable after that time.

If you have any queries regarding remuneration, fees or charges, you may request from your adviser full details of the calculation of a particular commission, fee or other benefit for providing a specific financial service.

Financial Planning Fees

For its financial planning services, InCapital offers either a transaction based or fee for service (time) based remuneration model.

SoA Preparation Fee

This fee covers the preparation of a written SoA which is time based. It is also based on the complexity of the existing investment portfolio together with consideration of your objectives, financial situation and needs. The following SoA preparation fees are a general guide.

Basic SoA	\$880
Advanced SoA	\$1,650
Complex SoA	POA

Should you decide to accept our advice, InCapital will assist you in implementing the financial plan.

Transaction based services

These fees are for investments we make on your behalf in managed funds (other than our MDA service – refer below for the fees associated with MDAs):

Entry fees, including commissions
0% -5.5% of the value invested

Ongoing Advice Fee
0%-1.55% of the value of the portfolio

Clients may choose to have all entry fees and commissions rebated and instead pay InCapital a fee based service.

Fee Based Services

Establishment Investment Portfolio	Hourly rate
Ongoing Advice Fee	Hourly rate

Hourly rates for professional time vary and will depend on the seniority and experience of the adviser and will be quoted in the SoA or other written report.

Brokerage

Brokerage (or commission) will be charged by InCapital for executing transactions on your behalf in products such as shares, options, warrants and government bonds.

The rate of brokerage will depend on a number of factors such as the type of financial product being traded, the frequency of your trading activity, the type and level of service required and the size of your transaction. Brokerage rates are subject to negotiation prior to transacting any business and flat rates may be negotiated with your adviser, but as a guide brokerage rates are the same for buying or selling a financial product and may be charged up to:

2.75% of the value of the trade with a minimum of \$55.

Managed Discretionary Accounts

The fees below are the maximum that InCapital may charge in respect of our MDA service. These fees are provided as a guide only. A detailed description of the fees, charges and commissions payable in respect of the financial product traded under the MDA service are set out in the SoA and also the MDA Agreement. InCapital will provide you with details of the rates applicable at the time you enter into the MDA Agreement. The following fees may be charged:

Brokerage	This will be a negotiated rate and will depend on the proposed Investment Program.
Establishment fee	By negotiation
Management fee	Up to 2% of the value of the portfolio payable quarterly
Performance fee	By negotiation
Contribution Fee	By negotiation
Termination fee	By negotiation

Commissions & other benefits we may receive from Issuers of Financial Product (including GST)

InCapital and your adviser may have relationships with entities that provide financial services you may acquire through us or be the issuer of financial products your adviser recommends. We may receive commissions and/or other benefits from these entities.

These payments will be received periodically on an ongoing basis for as long as you receive the financial service or hold the financial product and may be retained by InCapital or your adviser.

These commissions may be paid to InCapital in the following manner:

- We may receive a one off payment from the issuer of the financial product at the time you invest. These generally are calculated as a percentage of the amount you have invested, typically between 0% and 5.5% for investments in a fund, and are deducted from the amount you invest in the relevant fund.
- We may also receive ongoing payments, called trailing commissions, from an issuer of a financial product during the time you hold a particular investment product (e.g. units in a fund). On such products these trailing commissions typically range between 0% and 1.1%.
- When we arrange Life Insurance and other Life Investment products on your behalf we will receive commission on the placement of these products. The commission we receive on these products will vary between different insurance companies. Commission paid in the first year will vary between 0% and 121% of the first year's premium depending on the type of product recommended. Upon renewal of your insurance in subsequent years we receive commission between 0% and 33% of the yearly premium.
- When we arrange for you to open a new bank account or a Cash Management Trust, our remuneration will depend on the duration and value of the investment and is usually without charge to you. For fixed term and short term money market investments arranged on behalf of clients, InCapital may receive a commission payment from the deposit taker of up to 0.44% of the amount the client invested which does not reduce the interest received by the client or the amount of the principal investment. Accordingly, such a fee is not a cost to you.
- InCapital does not provide its own margin lending facilities but it may arrange for you to enter into a margin lending arrangement with a third party. Where clients borrow through margin lending arrangements facilitated by us, we may receive a trailing commission from the lender of up to 0.275% of the value of the loan,

In addition to the above, InCapital and/or your adviser may accept alternative forms of remuneration from issuers of financial products. These non-monetary benefits may, for example, include sports tickets, gift vouchers, attendance at conferences or marketing and training assistance.

Where any of these benefits are relevant or may reasonably be considered to influence the provision of financial services by us to you they will be detailed in a SoA or disclosed separately to you.

InCapital, our advisers and/or their respective families, companies and trusts may also have an interest in any of the investments or products included in your portfolio.

Commissions, remuneration and other benefits received by InCapital

Our employees and directors are remunerated by way of salary and other employee benefits. They may also be eligible for a discretionary bonus related to business objectives.

Professional Indemnity Insurance

InCapital has obtained appropriate Professional Indemnity insurance to comply with the requirements under s912B of the Corporations Act. Our insurance takes into account the volume and nature of our business, the number and nature of our clients, our representatives and the potential extent of our liability.

Our arrangements allow for compensating retail clients for errors and omissions arising from advice provided by our representatives, past or present.

If you have a complaint

We want to know about any problems or concerns you may have with our advice or services so we can take steps to resolve the issue. We have internal and external dispute resolution procedures to resolve complaints from clients. A copy of these procedures may be obtained by contacting us and requesting a copy.

Initially, all complaints will be handled and investigated internally. Should you still feel dissatisfied with the outcome, you have the ability to escalate your concerns to an external body for a resolution.

In the first instance, please contact your adviser and tell them about your complaint. Alternatively you may wish to contact InCapital's Compliance Manager. Please put your complaint in writing and forward it to:

Independent Capital Advisers Pty Ltd
PO Box 5667
Cairns Queensland 4870

Financial Ombudsman Service (FOS)

InCapital is a member of the FOS (and our membership number is 23702) which is an independent external dispute resolution body funded by its corporate members.

You can contact FOS free of charge with your complaint if we have not responded to your complaint within 45 days or it has not been resolved to your satisfaction. In order for a complaint to be considered by FOS, the claim must be no more than A\$500,000. The maximum total value of the remedy that may be decided upon by FOS is limited to A\$280,000.

You can contact FOS in writing at GPO Box 3, Melbourne Vic 3001 or by phone on: 1300 780 808

Privacy Policy

Our privacy policy explains our commitment to the protection of your personal information. Please note we treat all information you provide us in confidence and will take all reasonable steps to ensure non-disclosure to anyone other than for the purpose of providing a service. We treat all client information in accordance with the provisions of the Privacy Amendment Act 2001. To view our Privacy Policy please visit www.incapital.com.au

If you wish to complain about any breach or potential breach of this privacy policy you should contact us and your complaint will be considered within 7 days. It is our intention to use our best endeavours to resolve any complaint to your satisfaction, however if you are unhappy with our response you are entitled to contact the Office of the Privacy Commissioner who may investigate your complaint further.

More information about InCapital can be found at our website www.incapital.com.au

Anti Money Laundering

As a financial service provider, we have an obligation under the Anti-Money Laundering and Counter-Terrorism Finance Act 2006 to verify your identity and the source of any funds. This means that we will ask you to present identification documents such as a passport or driver's licence. We will also retain copies of this information. We assure you that this information will be held securely.

Our Contact Details

You can contact us by the following means:

- **Telephone**
Call us on + 61 7 4031 4575
- **Mail**
Write to us at
PO Box 5667, Cairns Qld 4870
- **Fax**
Send us a fax to + 61 7 4051 0880
- **Email**
Send us an email to admin@incapital.com.au
- **In person**
Visit our offices at
Level 1, 55 Spence Street,
Cairns Qld 4870

Visit our Website at www.incapital.com.au