

# Electronic Application Consents & Declaration

## Introducer Details

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Introducer name:

Introducer mobile:

Aggregator:

Australian Credit Licence:

Adelaide Bank broker code:

Introducer email address:

Applicant name(s):

Guarantor(s):

Loan amount:

\$

Settlement date:

/ /

## Responsible Lending - Foreseeable Change in Circumstances

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Has the borrower/s identified anything that may adversely affect their ability to meet current and future obligations?

Yes

No

Description:

Estimated Start:

End:

How will the foreseeable change to circumstances be mitigated?

## Customer Requirements and Objectives

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1. Customers borrowing requirements and objectives and resulting benefits (e.g. refinance at a lower interest rate to reduce loan payments)

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2. Specific features requested, and any associated risks or costs (e.g. fixed rate, offset account)

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3. How does the product meet the customer's requirements and objectives? (e.g. 3 year fixed rate provides repayment stability and access to offset for budgeting flexibility)

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## Credit Assistance Provider Declaration (Introducer)

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I confirm that:

1. The income and expense information provided within the application are those obtained from the applicant/s during my preliminary assessment.
2. I collected the individual documents and verified the identity of the applicant/s. I also confirm that copies of all documents sent to the Bank are held by us. We will retain these documents and will make them available to the Bank if requested. We are aware this application will be audited by the Bank.
3. I have made reasonable enquiries and based on the information provided to me by the applicant/s the recommended product is **NOT UNSUITABLE** on the basis that it is consistent with the applicant/s requirements and objectives and the applicant can comply with their financial obligations without substantial hardship.
4. For interest only term loans and line of credit:
  - a. The interest only period aligns with the applicant/s requirements.
  - b. I have explained the following additional risks and costs of an interest only term to the applicant/s: interest only repayments will not pay off any principal during the interest only term; the repayments required to pay out the loan will increase after the interest only period ends to cover both interest and principal reductions; and the applicant/s may pay more over the life of their loan than if there was no interest only term
5. The applicant/s is not disadvantaged by any conflict of interest in relation to any incentives or commissions that I may receive for writing this loan.
6. No conflicts of interest exist between the applicant/s and myself (e.g. the transaction is at arm's length and the applicant/s is not a friend, partner or family member).

If a conflict exists please provide details below:

Broker Name:

Date Identification document(s) verified:

Date:

Place Identification document(s) verified:

Signature:

# Application Consents & Declarations

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## Privacy Disclosure Statement

### 1. Collection of your personal information and credit-related personal information

We, Adelaide Bank, collect your personal information and credit-related personal information to assess your application, to provide you with the product or service that you have requested and to assess any future applications for products or services you may make to us or our related entities. If you are a guarantor we collect your personal information and credit-related personal information to assess whether to accept you as a guarantor for credit applied for, or provided to, the borrower. Collection of some of this information is required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006. If you provide incomplete or incorrect information we may be unable to provide you with the product or service you are applying for.

### 2. Collection of personal information and credit-related personal information about third parties

We may need to collect personal information and credit-related personal information about a third party from you as part of this application. If we do this, you agree you will advise that person that we have collected their information and that in most cases they can access and seek correction of the information we hold about them.

### 3. Use and disclosure of your personal information and credit-related personal information

We may use your personal information and credit-related personal information to perform our business functions (for example internal audit, operational risk, product development and planning). We may also use your personal information to confirm your details (for example contacting your employer to confirm your employment and income details).

We treat your personal information and credit-related personal information as confidential and only disclose it to others where necessary. For example, we usually disclose your information to organisations to whom we outsource functions such as mailing and printing houses, IT providers, our agents and specialist advisers such as accountants and solicitors. Other disclosures usually include joint account holders, account operators and account applicants, Credit Reporting Bodies (as defined below), insurers, intermediaries, valuers, debt collection agencies and government authorities. Your information may also be disclosed to entities related to Adelaide Bank and our Bendigo and Adelaide Bank Limited group of companies, where its confidentiality is maintained at all times.

### 4. Disclosure of personal information and credit-related personal information to overseas organisations

Some of the organisations we disclose your personal information and credit-related personal information to may be located overseas. Where an organisation is located overseas we will either take reasonable steps to ensure that it complies with Australian privacy laws or we will seek your consent to the disclosure.

### 5. Access to and correction of your personal information and credit-related personal information

In most cases you can gain access to and seek correction of your personal information and credit-related personal information. Should you wish to do so, or if you have any queries about your information, please contact us on 1300 652 220.

### 6. Direct marketing

We may use your personal information and credit-related personal information to inform you about financial products and services that are related to those you have with us or other products and services we think you may be interested in. These may be products and services provided by us, our related entities or other entities we are associated with.

If you do not wish to receive offers from us unrelated to your Adelaide Bank products and services, please tick here

### 7. Collection, use and disclosure of your credit-related personal information

By signing this application you agree that we can do all of the following:

#### a. Commercial credit-related personal information

Seek and use commercial credit-related personal information to assess an application for consumer credit or commercial credit.

#### b. Consumer credit-related personal information

Seek and use consumer credit-related personal information to assess an application for consumer credit or commercial credit.

#### c. Collection of overdue payments

Seek and use a credit report provided by a credit reporting body to collect overdue payments.

#### d. Exchange of information between credit providers

Seek from and use or give to another credit provider (including a credit provider who has lent money on the same security) any information or opinion about credit worthiness, credit standing, credit history or credit capacity.

#### e. Exchange of information with intermediaries

Seek from and use any consumer or commercial credit-related information from or disclose that information to, any introducer, financial adviser, accountant, mortgage manager, lawyer, or other intermediary (including any intermediary mentioned on the front page of this application form) acting in connection with any credit applied for or provided.

#### f. Provide credit information to credit reporting bodies

In this privacy disclosure statement, the "Credit Reporting Body" means each of the following organisations (whether acting individually or together):

Equifax  
PO Box 964  
North Sydney NSW 2059  
Public Enquiries: 13 83 32  
Website: [www.mycreditfile.com.au](http://www.mycreditfile.com.au)

Dun & Bradstreet Australia  
PO Box 7405  
St. Kilda Road  
Melbourne VIC 3004  
Public Enquiries: 1300 734 806  
Website: [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

We give credit information to a Credit Reporting Body. Credit information is defined in the Privacy Act and includes, to the extent applicable:

- identification information;
- consumer credit liability information;
- repayment history information;
- a statement that an information request has been made in relation to you by us, or a mortgage insurer or trade insurer;
- the type of consumer credit or commercial credit, and the amount of credit, sought in an application;
- that has been made by you to us; and
- in connection with which we have made an information request in relation to you;
- default information;
- payment information;
- new arrangement information;
- court proceedings information;
- personal insolvency information;
- publicly available information:
- that relates to your activities in Australia or the external Territories and your credit worthiness; and
- that is not court proceedings information about you or information about you that is entered or recorded on the National Personal Insolvency Index;
- in our opinion that you have committed, in circumstances specified by us, a serious credit infringement in relation to consumer credit provided by us to you.

The Credit Reporting Body may include the information given by us in reports provided to other credit providers to assist them to assess your credit worthiness. The Credit Reporting Body has a policy for managing your credit-related personal information that you may access by contacting them.

In some cases a Credit Reporting Body may use your information for pre-screening your eligibility to receive direct marketing from us or other credit providers. If you do not want a Credit Reporting Body to do this contact the Credit Reporting Body.

Where you believe on reasonable grounds that you have been or are likely to be a victim of fraud you may request a Credit Reporting Body not to use or disclose your information.

**g. Provide information for securitisation**

Disclose any report or information to another person in connection with funding by means of an arrangement involving securitisation.

**h. Provide information to guarantors**

Disclose any information to any person who proposes to guarantee or has guaranteed repayment of any credit provided.

**8. Providing your personal information and credit-related information to a mortgage insurer**

In this privacy disclosure statement, the "Insurer" means each of the following organisations (whether acting individually or together):

QBE Lenders' Mortgage Insurance Limited  
(ABN 70 000 511 071)  
82 Pitt Street, Sydney NSW 2000  
Phone: 1300 367 764  
Contact: Privacy Officer  
Email: [compliance.manager@qbe.com](mailto:compliance.manager@qbe.com)  
Website: [www.qbelmi.com](http://www.qbelmi.com)

Genworth Financial Mortgage Insurance Pty Limited (ABN 60 106 974 305)  
Level 26, 101 Miller Street, North Sydney NSW 2060  
Phone: 1300 655 422  
Website: [www.genworth.com.au](http://www.genworth.com.au)

We may disclose your personal information and credit-related personal information when we apply to the Insurer for lenders mortgage insurance (LMI). By you signing this application, the Insurer can do the following:

Where permitted by the Privacy Act 1988, the Insurer may seek and obtain from a credit reporting body commercial credit information concerning your credit worthiness or history; consumer information; and collection of overdue payments information.

The Insurer collects your information for the purposes of assessing our application and securing and administering LMI for your mortgage, including dealing with claims and recovery of proceeds. The information collected by the Insurer is required under the Insurance Contracts Act 1984 (Cth) and is necessary for the Insurer to undertake its business. If you do not provide any of the information requested of you then the Insurer will not be able to issue insurance. As a result, we may not be able to provide the mortgage to you.

The Insurer may use your information to assess the risk of providing LMI to us, you defaulting on your obligations to us and you being unable to meet a liability arising under a guarantee in respect of mortgage finance given (or to be given) by us to another person. The Insurer may also use your information to verify your details provided by us, administer or vary any LMI cover provided (including for securitisation and hardship applications, dealing with claims, recovery of proceeds and enforcing the mortgage in the place of us), to conduct risk assessment and management involving securitisation, credit scoring, portfolio analysis, reporting, fraud prevention and claim recovery, to comply with any regulatory requirements including under the Privacy Act 1988 and Insurance Contracts Act 1984 as amended from time to time, and for any other LMI purpose relating to you or under the insurance policy issued by the Insurer to us in respect of your credit with us or as may be permitted by the Privacy Act 1988.

The Insurer may disclose your information to its related companies; us; your guarantor or potential guarantor; other insurers; claims assessors and investigators; parties for the purposes of securitisation; re-insurers; underwriters; loan servicers; trust managers; trustees and security trustees; organisations involved in surveying or registering a security property or which otherwise have an interest in a security property; ratings agencies; credit reporting bodies; its service providers (including marketing companies, data consultants and IT contractors); its agents, contractors, and external advisers; your referees, including your employer; your legal and financial advisers; brokers or referrers that submitted applications on your behalf or referred you to the mortgage manager; organisations that are involved in debt collecting or in purchasing debts; mercantile agents if you default on your obligations to us; payment system operators; parties involved in fraud prevention (including organisations such as fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other serious misconduct); other financial institutions and credit providers; and government and other regulatory bodies (e.g. the Insurance Council of Australia, ASIC and the ATO).

Where permitted by the Privacy Act 1998 the Insurer may disclose your information to organisations located overseas (including in the USA, Canada, the United Kingdom or the Philippines) such as its related companies, re-insurers, service providers (including but not limited to data consultants and IT contractors), its agents, contractors and external advisers and government and other regulatory bodies. Overseas organisations may be required to disclose information shared with them with relevant foreign authorities under a foreign law. In those instances the Insurer is not responsible for that disclosure.

The Insurer may also, to the extent permitted by the Privacy Act 1988, disclose information about you to a credit reporting body for any purpose set out in this consent. The credit reporting body gives other organisations (such as other credit providers) information to help them assess your credit worthiness. Some of the information may adversely affect your credit worthiness (for example if you have defaulted on your loan) and accordingly, may affect your ability to obtain credit from other credit providers.

The Insurer may need to exchange your information with credit providers and advisors during the course of the mortgage insurance policy for any purpose set out in this consent. The Insurer may seek and obtain further personal information (including sensitive information) about you during the course of the mortgage insurance policy. The terms of this consent and the Insurer's Privacy Policy and Credit Reporting Policy apply to the collection, use and disclosure of that information.

The Insurer may store your information in cloud or other types of networked or electronic storage and will take reasonable steps to ensure its security, however, it is not always practicable to find out where your information may be accessed or held, as electronic or networked storage can be accessed from various countries via an internet connection.

Each Insurer has a Privacy and Credit Reporting Policy which contains information about:

- a. how you can access and seek correction of your information held by the Insurer;
- b. how you can complain about a breach of the Privacy Act 1988 (including any applicable privacy principles) or any registered privacy code that binds the insurer in respect of your personal or credit information (as appropriate); and
- c. how the Insurer will deal with a complaint.

Each policy available on the Insurer's website or by contacting them.

#### **9. Privacy Policy and Credit Reporting Policy**

You should also read our Privacy Policy and Credit Reporting Policy.

Our Privacy Policy contains information about:

- a. how you can access and seek correction of your personal information;
- b. how you can complain about a breach of the privacy laws by us and how we will deal with a complaint;
- c. if we will disclose personal information to overseas entities, and where practicable, which countries those recipients are located in.

Our Privacy Policy is available on our website [www.adelaidebank.com.au](http://www.adelaidebank.com.au) or by telephoning 1300 652 220.

Our Credit Reporting Policy contains information about:

- a. how you can access and seek correction of your credit eligibility information;
- b. how you can seek correction of your credit information;
- c. how you can complain about a breach of the credit reporting laws by us and how we will deal with a complaint;
- d. if we disclose your credit information or credit eligibility information to overseas entities, and where practicable, which countries those recipients are located in.

Our Credit Reporting Policy is available on our website [www.adelaidebank.com.au](http://www.adelaidebank.com.au) or by telephoning 1300 652 220.

## **Declaration & Authorisation**

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In this application a reference to "the Bank" means Adelaide Bank a Division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178.

#### **The applicant(s) and the guarantor(s):**

1. Declare that to the best of their knowledge and belief, the facts, information and statements set out in this application are true and complete, and that no information which might affect the decision of the Bank has been withheld.
2. Undertake to supply to the Bank any information or facts relevant to this application which may become available or arise after the completion of this application.

3. Understand and acknowledge that approval of this application may be withdrawn should any false or misleading information have been given in this application.
4. Authorise the Bank to provide information about the progress and result of this application to the builder and/or the conveyancer/solicitor named in this application;
5. Understand and acknowledge that: (a) any valuation or inspection report obtained by the Bank in relation to any security offered to the Bank is for the Bank's benefit, not the applicant's nor the guarantor's benefit, and it is the Bank's choice as to whether to make any such report available to the applicant(s) or the guarantor(s); (b) neither the applicant(s) nor the guarantor(s) may rely upon any such report obtained by the Bank, whether such report is disclosed to the applicant(s) or the guarantor(s) or not; (c) neither the applicant(s) nor the guarantor(s) should assume that any such report is based upon a detailed inspection of the security offered; (d) any such report is not to be taken as implying that there are no defects other than those mentioned or, where the report relates to building works, that the works have been completed to a particular standard; (e) the Bank does not accept any liability for the contents or accuracy of any such report.
6. The applicant(s) agree to pay the application fee(s) referred to in this application and agree that such amount(s) shall be retained by the Bank whether the Bank approves or declines this application or any part of it.
7. Warrant that none of them is an undischarged bankrupt and that there is no outstanding judgment(s) or claim(s) against any of them.
8. Understand and acknowledge that this is an application only and as such does not imply that credit will be offered to the applicant(s) by the Bank.
9. Understand and acknowledge that the Bank recommends that each applicant seek independent legal or other financial advice prior to entering into any credit contract that the Bank may offer to the applicant(s) as a result of this application or any related guarantee.
10. Understand and acknowledge that any approval of this application by the Bank will be on such terms and conditions (including conditions as to interest rates) as the Bank shall choose.
11. Authorise and consent to the Bank confirming details provided in this application with any person or persons who may reasonably be expected to confirm such details (e.g. an employer);
12. Understand and acknowledge that if this application is for an amortising line of credit product then the account is required to be fully drawn at settlement.
13. The Applicant(s)/Debtor(s) and Guarantor(s) acknowledge and agree that they have read, understood and agree with each and every part of this application (including the Declaration and Authorisation, Privacy Disclosure Statement, Privacy Act Authorisation, and the Nomination of Address for Notices (if completed)).

## Account Management

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### Nomination of notices

Do you wish to nominate one borrower to receive a copy of your notices or other documents (e.g. account statements)?

**Yes** - provide details below

#### Debtors

I/we nominate:

#### Guarantors

I/we nominate:

Full name of nominated borrower to receive notices and other documents under the national Credit Code on behalf of me/all of us.

**No** - go to next question

### Redraw

Please indicate how you wish to operate redraw on your loan account:

Any one of us to sign

All of us to sign

If you select 'any one of us to sign', each of you (including any person you appoint as an operator) will be able to transact on or otherwise operate your account independently of the others. If you select 'all of us to sign', authorisation of all account holders (including guarantors) is required by completing the Electronic Redraw Operation form or via online banking. If you do not select an option the 'all to sign' option will apply.

### Purpose declaration (complete only if the following statement is correct).

You should only check this declaration if this loan is wholly or predominantly for business purpose or investment purposes other than investment in residential property.

By signing this declaration you may lose your protection under the National Credit Code.

I/we declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for: business purposes; or investment purposes other than investment in residential property.

## Additional Products

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### Credit card

You can apply for an Adelaide Bank credit card as a streamlined part of your loan application.

**Yes**, please include an Adelaide Bank credit card with up to 55 days interest free and a \$30 annual fee

Requested credit card limit:

Maximum credit limit available based on LVR	
≤ 80%	\$20,000
> 80% ≤ 90%	\$10,000
> 90% ≤ 95%	\$5,000

### If more than one applicant

Will you require all applicants to share the same credit card account?

**Yes**, please issue separate cards to the following applicants:

**No**, please provide separate credit card accounts to the following applicants with the combined credit limit (up to and not exceeding the maximum based on the table above)

with credit limit of

with credit limit of

You can request a specific credit limit or request the maximum credit that may be approved by us. If we approve your application, your maximum credit limit will be determined after processing your application and in some cases, may be lower than your requested limit.

You can request separate credit accounts for nominated applicants. We may approve based on individual assessment of each applicant based on the information provided with this application.

### Insurance

It is a condition of settlement that the security property is adequately insured prior to the settlement of your loan. An added feature that Adelaide Bank is able to offer you is free insurance for the period between signing your contract and the loan settling.

**Yes**, please contact me to arrange a quote.

### Personal Accounts

To enable you to undertake your everyday banking in one place and to facilitate easy account transfers Adelaide Bank offers a smart range of everyday accounts.

MySaver is a savings account with no administration fees and a competitive interest rate on full balances over \$500.

MyEveryday is a transaction account with a Debit card attached for your everyday purchases. It's great because it has no monthly administration fees and a range of fee free transactions including EFTPOS, internet banking transfers and ATM withdrawals from Bendigo Bank and Suncorp ATMs.

**Yes**, please contact me to open an account

## Signatures

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### Applicant 1 Full name

Signature:

Date:

### Applicant 2 Full name

Signature:

Date:

### Guarantor 1 Full name

Signature:

Date:

### Guarantor 2 Full name

Signature:

Date: