

# 3 ANZ HOME LOAN APPLICATION APPLICANT/GUARANTOR DECLARATION (P1 OF 4)

## APPLICANT/GUARANTOR DECLARATION

In the following Declaration ANZ is Australia and New Zealand Banking Group Limited ABN 11 005 357 522 Australia Credit Licence Number 234527 and each of its related companies (incl subsidiaries). Throughout the Declaration, Qantas is Qantas Airways Limited ABN 16 009 661 901.

### Collection of your information

ANZ is collecting your personal information to enable it to assess this application and for the purposes described in the product terms and conditions. Without this information ANZ may not be able to consider or approve your application.

ANZ may also collect your personal information from a credit reporting body for the purposes of assessing your application.

Where you are a prospective guarantor, ANZ is collecting your personal information to enable it to assess you as a guarantor for an application for credit. You also agree that ANZ may collect information about your credit history from a credit reporting body to assist us in assessing whether to accept you as a guarantor.

### Disclosure of your information

You agree that ANZ may disclose your personal information (which may include information about your credit history obtained from a credit reporting body) to:

- any person who introduces you to ANZ, including the ANZ Approved Originator submitting this Loan Application to ANZ;
- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities;
- an organisation that assists ANZ to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- your employer;
- another credit provider to assess a credit application made by you (to ANZ or the other credit provider) or to investigate suspected fraud on your account (held with ANZ or the other credit provider);
- valuation service providers for the purpose of them obtaining a property valuation as required by ANZ and who may combine your property information with other information in their databases to improve their services;
- your referee;
- your joint borrower(s) or account holder(s);
- any related entity of ANZ;
- a guarantor or intending guarantor, to enable that person to consider whether or not to act your guarantor; and
- any person who has offered, or is considering whether to offer, property as security for your credit product.

ANZ may disclose information to recipients (including service providers and related entities) which are (1) located outside Australia and/or (2) not established in or do not carry on business in Australia. You can find details about the location of these recipients in ANZ's Privacy Policy and at [www.anz.com/privacy](http://www.anz.com/privacy).

### Promotion of other products or services

ANZ may use your personal information to help ANZ promote its products or services or those of its related entities or organisations that are in a product or marketing alliance with ANZ (alliance partners). ANZ may also disclose your personal information to its related entities or alliance partners to enable them or ANZ to tell you about a product or service.

Where you do not want ANZ to tell you about its products and services or those of its related entities or alliance partners, you may call 13 13 14 at any time to withdraw your consent.

### Approved Originator

ANZ may also disclose any information about your credit arrangement (including your current loan balance) to the Approved Originator or their nominated representative, its officers and any successor for the purposes of furthering your application; enabling the Approved Originator to ascertain when it is entitled to a trailer fee (being an ongoing fee for the term of the loan) or calculate its trailer fee; or for any other reasonable purpose including post settlement activities.

### Qantas (Breakfree Customers only)

ANZ may disclose your information to Qantas and Qantas may, in accordance with the Qantas Frequent Flyer terms and conditions, disclose your personal information to any service provider Qantas engages to carry out or assist its functions and activities, use your information to plan, research, market and promote its products and services or those of its related companies and may disclose your personal information to ANZ's alliance partners to enable them or Qantas to market their products or services.

### Credit Reporting

ANZ may also disclose your information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. Information about credit reporting, including: the name and contact details of these credit reporting bodies; when ANZ may disclose your information to them to include in a report about your credit worthiness; and how you can request credit reporting bodies not use your information in certain circumstances, is available at [www.anz.com/privacy](http://www.anz.com/privacy). For a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

### Privacy Policy

ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) also contains information about:

- any laws that require or authorise ANZ to collect certain information from you;
- the circumstances in which ANZ may collect your information from other sources (including from a third party);
- how to access your information and seek correction of your information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable Code and how ANZ will deal with these matters

### Further information

Your product terms and conditions booklet and our ANZ Privacy Policy contain further information about our handling of the information we collect during the course of your relationship with ANZ.

If you have provided information about someone else, please show them a copy of this clause so that they may understand how ANZ may use and disclose their information.

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## Nomination for Correspondence – under the National Credit Code for a Credit Contract

**Important information for people completing this declaration:** Each debtor is entitled to receive a copy of any notice or other document under the National Credit Code. By completing this declaration, I am/we are giving up the right to be provided with information direct from ANZ. Any person who has signed this form can advise ANZ at any time in writing that they wish to cancel their nomination.

I/We nominate (full name of person nominated)

Print address of nominated party

Description of Credit (loan type and amount)

to receive notices and other documents under the National Credit Code on behalf of me/all of us.

## BREAKFREE PACKAGE TERMS AND CONDITIONS

I/we consent /authorise and acknowledge the following:

### • Nomination of Mandatory Accounts

Note: Each applicant under the ANZ Breakfree Package must be an account holder (either jointly or alone) for at least one of the Nominated Accounts. Refer to the ANZ Breakfree Terms and Conditions for full details.

- As specified in **Section 1B**, I/We acknowledge that the ANZ Assured & Personal Overdraft – Terms and Conditions govern any use of an ANZ Assured facility. If ANZ accepts my/our application for ANZ Assured, I/we understand that ANZ will provide me/us with these Terms and Conditions.

### • Unused Points

I/We understand any unused Reward Points must be used within 60 days of the date of closure. Remaining unused Reward Points will be cancelled after that period. Any unused Qantas Frequent Flyer points will automatically be credited to my/our Qantas Frequent Flyer account unless I/we have not provided ANZ with my/our Qantas Frequent Flyer number. ANZ must receive my/our Qantas Frequent Flyer membership number within 60 days after the date of closure, or any Points in the Points Record as at that date will be cancelled and may not be credited to a Qantas Frequent Flyer program account.

## LOCK RATE TERMS AND CONDITIONS

I/We apply to ANZ for an ANZ Lock Rate Facility so that the fixed interest rate for the loan term listed can be locked in. I/We confirm that all information on the lock rate request and fee payment authorisation form is true, correct and complete, and I/we understand and agree that:

- The interest rate will only be locked once ANZ has received payment of the Lock Rate fee (i.e. this request and the Lock Rate fee have been successfully processed by ANZ);
- The Lock Rate will only apply for 90 days from the receipt of payment of the Lock Rate fee;
- The interest rate that is locked may differ from the rate that applies at the time this Lock Rate application is signed;
- In relation to the Lock Rate fee:
  - If the interest rate decreases after the rate has been locked, a refund of the Lock Rate fee is not available should the lower rate be requested;
  - If there are any changes requested to the loan terms after the loan application is lodged with ANZ e.g. loan amount, loan term or fixed rate period and the rate has already been locked, the Lock Rate and the Lock Rate fee will be forfeited and a further Lock Rate fee will be payable;
  - The Lock Rate fee will not be refunded if the lock rate period expires and the loan has not been drawn;
  - The Lock Rate fee will be refunded if the loan application is declined by ANZ;
  - The Lock Rate fee will be forfeited if I/we withdraw the loan application
- The Lock Rate will only apply if the loan amount is drawn in one amount (Lock Rate does not apply to loans which are to be progressively drawn down);
- Bank fees and government fees (if applicable) cannot be capitalised to the loan;
- Acceptance of this request by ANZ does not constitute approval of my/our loan application.

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## DECLARATION SIGNATURE

Declaration required in respect of all products applied for pursuant to this application. It is to be signed by all applicants and intending guarantors. My/Our signature below evidences my/our understanding and consent to all matters set out in this application and this declaration. By signing below,

I/we consent /authorise and acknowledge the following:

## APPLICATION INFORMATION AND STATEMENT OF FINANCIAL POSITION

- Confirm that the information contained in, and accompanying, the Loan Application (including all information submitted online and any information contained in the Personal Statement of Financial Position) and all the information provided by me/us to the ANZ Approved Originator, is true, correct and complete and given in support of this application and that any documents provided containing financial information are true copies of the final signed versions of the original documents.
- I/We declare that the information contained in all applicants' Personal Statement of Financial Position submitted in this Application is true and correct.

## LOAN INTERVIEW

- I/We acknowledge that the information set out in the 'BROKER INTERVIEW GUIDE FOR REGULATED LENDING SECURED BY RESIDENTIAL PROPERTY' accurately and fairly reflects the conversation I/we have had with the broker.

## PERSONAL/EMPLOYMENT DETAILS:

- ANZ to confirm the details contained in my/our Loan Application with my/our accountant, financial adviser or employer. A copy of this acknowledgment page may be give to my/our accountant, financial adviser or employer as evidence of my/our consent to them confirming with ANZ any of the details in my/our Loan Application.

## REPRESENTATION/WARRANTY

- I/We have not relied upon any representation or warranty made by the ANZ Approved Originator named on page 1 before submitting this loan application.
- That an Approved Originator is not an agent and acts independently of ANZ. If I/we require any information regarding the loan product which is the subject of this Loan Application or any other loan products of ANZ then I/we can contact ANZ directly.

## NOMINATION FOR CORRESPONDENCE AND SUPPORTING LOAN DOCUMENTATION

- Where the 'Nomination for Correspondence' has been completed, by signing this Declaration I/we agree to the nominated person receiving notices and other documents under the National Credit Code on behalf of me/us.
- Supporting loan documentation may be sent/received via intermediary online submission, Online Document Submission in the Broker Portal, electronic mail or via fax.

Please tick this box and sign below if you wish to consent to ANZ communicating with you via email or by sending you a link to access information. This means that paper documents may no longer be sent to you. You may withdraw your consent at any time and should regularly check electronic communications for notices.

Password for eDocuments

Customer Email Address

To meet ANZ Security Standards passwords must be: 8 Digits, at least 1 capital and lower case alphabetic character, at least 1 number and 1 non-alphabetic character (12Av45j!).

### 3 ANZ HOME LOAN APPLICATION APPLICANT/GUARANTOR DECLARATION (P4 OF 4)

**Applicant/Guarantor**

Print Name

Signature

Date

**Co-applicant/Guarantor**

Print Name

Signature

Date

**Co-applicant/Guarantor**

Print Name

Signature

Date

**Co-applicant/Guarantor**

Print Name

Signature

Date

**ACKNOWLEDGEMENT BY BROKER**

I  (Broker) acknowledge that I have asked all the above questions and notified the applicant(s) of the risks associated with their selected loan features, including the risks identified above. I confirm I have not provided the applicant(s) with tax or financial advice.

**Witness Signature (ANZ Approved Originator)** I confirm the information contained within this application is true and correct.

Signature

Date