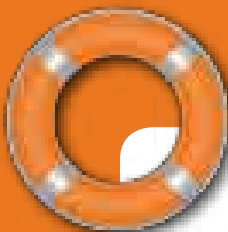


Feel at home with
the fine print




Home Loans

Terms and Conditions

Date: July 2009


ING  **DIRECT**

It's your money



Do I
really
need
to read
this?

Since you're just about to make one of the biggest commitments of your life, you should have a read. We know it's 90 pages (we tried to make it shorter!). So make a big cuppa, put your feet up and once you've gone through this booklet keep it somewhere safe in case you need to refer to it later.



Thank you for considering
an ING DIRECT
Home Loan

Before you consider whether an *ING DIRECT Home Loan* will meet your needs, **please read this *Terms and Conditions* booklet.** It gives you helpful information, such as key features and the *Terms and Conditions* that apply to our *home loan*.

These *Terms and Conditions* do not contain all of the information that we are required to give you before you enter into the *contract*. The rest of the information is contained in the *Loan Offer* and the *Fee Schedule*.

Some words in this booklet have special meanings. To make it easier to read, take some time to go through "Explaining words in plain English" on page 81. The words in this glossary are in *italic (like this)*. You can't miss them.

For more information visit ingdirect.com.au or call us on 133 464.

The information in this *Terms and Conditions* booklet is up to date as at July 2009.

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1. When we can
(and can't) give you
the green light

- A few things before we get started
- When we can't lend you money
- What you need to tell us
- Amounts owed when the contract ends

Before we will lend you any money, there's a bit of paperwork that needs to be sorted out. To help you be a bit more prepared, here's a list of what's needed. The more we can have all our ducks lined up, the easier and quicker it will be for us to press the button on the funds.

• A few things before we get started

- 1.1 We do not have to lend you any money unless we have received and are satisfied with:
- (a) each *security* and any documents or information we require in relation to any *security*;
 - (b) evidence that you've paid or made satisfactory arrangements to pay any applicable conveyance, transfer stamp duty or similar levy in connection with each *security*;
 - (c) evidence of any insurance we require;
 - (d) evidence that council, water and other rates, taxes or charges for any *security* are paid and up to date;
 - (e) any report or *valuation* we require;
 - (f) evidence that any *guarantor* understands the risks involved in giving his or her guarantee and indemnity;
 - (g) any certificate of independent advice from a solicitor or certificate of financial advice from a financial adviser we require; and
 - (h) any other document, evidence or information we reasonably require.

When we can't lend you money

- 1.2 We do not have to lend you all or any money or can end this *contract* before we have lent you any of the *loan* if:
- (a) any of the items listed in clause 1.1 are not provided to us or are not satisfactory to us;
 - (b) you don't borrow any credit under any *loan* within 60 days of the *disclosure date*;
 - (c) you are using any part of a *loan* to purchase any *mortgaged property*, the purchase price of that *mortgaged property* on the *settlement date* is lower than the purchase price of that property stated in your application for the *loan*;
 - (d) any *security* has been withdrawn or is otherwise ineffective;
 - (e) any information you or a *security provider* gives us (or information we have about you, a *security provider* or any *security*) is incorrect, misleading or has changed since we received it; or
 - (f) in our opinion, your circumstances, financial condition or affairs have changed since the *disclosure date*.

What you need to tell us

- 1.3 Before you obtain any credit under this *contract*, you must tell us if anything has happened which prevents you from complying with your obligations under this *contract* or if there are changes to your position as stated in all the declarations you have made to us in connection with this *contract*.

Amounts owed when the contract ends

- 1.4 If this *contract* is ended you must still pay all amounts you are required to pay up to that time under it. However if this *contract* is ended before you have obtained any credit under this *contract*, you must also pay all fees and charges we debit in respect of any of our costs we still have to pay.

2. Getting a feel for our home loans

- How we lend you money
- Fixed rate loans
- All about redraw

Here are the ins and outs of how much you can borrow, *additional payments* and break costs and our redraw facility. The provisions in this clause 2 apply to each *home loan* and (except for clause 2.1.2) to each *Construction Loan*.

How we lend you money

2.1 How much you can borrow

- 2.1.1 Once we agree to lend you the *amount of credit*, we can debit all or any part of the *amount of credit* to your *loan account* on the day we lend it to you.
- 2.1.2 You must borrow all the *amount of credit* in one lump sum. We will lend you the amount of credit by either direct transfer to a *nominated account* or by providing a bank cheque in your name or to another *person* as directed by you. You need to let us know in writing the amount of the bank cheque and who you want it made out to.

Fixed rate loans

2.2 Additional payments and break costs

- 2.2.1 You may make *additional payments* to us at any time. However, if you have a *fixed rate loan* you may incur break costs. We make no profit on charging break costs. We only recover the loss we incur due to early repayments or a rate change.

2.2.2 If you have a *fixed rate loan* you'll be charged and you must pay break costs if:

- (a) you make an *additional payment* of \$10,000 or more, or make *additional payments* totalling \$10,000 or more in any one-year period (starting on an anniversary of the *settlement date* (inclusive)); or
- (b) you pay out that *fixed rate loan* or an amount becomes due and payable under clause 16.2 (which are both referred to in this clause 2.2.2 below as a payment); or
- (c) we agree to change the type of *interest rate* that applies to your *loan*. For example switching from a 5 year *fixed rate loan* to a 2 year *fixed rate loan* or to a variable rate loan.

2.2.3 When we fund a *fixed rate loan* we borrow the funds from the market:

- specifically for the *term* you want; and
- provide the funds to you at the rate and *term* outlined in our *Loan Offer*.

If you repay the *loan* early, the interest from the *fixed rate loan* stops but our borrowing expenses continue for the remaining *loan term*.

We do not make a profit from charging break costs. These costs simply compensate us for the financial loss incurred.

How break costs are calculated

2.2.4 Break costs are all about interest rate differences — how much we can earn by reinvesting money against how much we pay our borrowings.

If the re-investment rate has fallen relative to the original rate that we borrowed the funds at when the *fixed rate loan* was drawn, then we will calculate the difference in the original rate and the rate at which we can now reinvest. This is called the interest differential.

The interest differential is multiplied by the amount of *loan* principal outstanding at the time of each remaining payment that you would have been required to make, had the *loan* not been paid off. This produces a series of dollar amounts representing the loss to us for each interest payment period over the remaining life of the *loan*.

These dollar amounts are “discounted” back to the present day value using a formula that calculates how much an inflow of that value in the future would be worth if it were made today. This final amount, the break cost, is the sum of these future payments expressed in their present day value. This represents today's value of the money the bank has actually lost in future interest payments. This same amount is charged to you.

Warning:

Break costs could be substantial, particularly if interest rates fall during the *fixed interest period*. Before you decide to pay out a *fixed rate loan*, or ask us to change your *interest rate* during the *fixed interest period*, contact us for an estimate of the amount of the break costs.



All about redraw

2.3 Redraw facility

2.3.1 If your *loan* has a redraw facility, this clause 2.3 applies to that *loan*.

2.3.2 Subject to this clause 2.3, you may redraw, on any day during the *loan term*, an amount from the *loan account*, up to but not exceeding the amount by which the *scheduled balance* for that *loan account* on that day exceeds the *balance*.

You cannot redraw an amount under a *fixed rate loan* during the *fixed interest period* applying to that *loan* or an amount under a *Construction Loan* during a *construction period*.

2.3.3 We may at our discretion refuse to re-lend you an amount you want to redraw under clause 2.3.2 if:

- (a) you're in default under this *contract*; or
- (b) your financial circumstances have significantly changed since the *settlement date*.

2.3.4 You may redraw amounts under clause 2.3.2 by:

- (a) requesting a bank cheque payable to you or another *person*. If the bank cheque is payable to another *person*, you must make the request to us in writing; or
- (b) using our (*Interactive Service*) to ask us to transfer the amount from your *loan account* to a *pre-nominated account*.

2.3.5 We may suspend, reduce or cancel the redraw facility outlined in this clause 2.3 at any time.

3. The inns and outs of Construction Loans

- ❑ Purpose of the loan
- ❑ How repayments work
- ❑ Commencement of construction

A *Construction Loan* is a variable *interest rate loan* that is specifically designed to help you through the first year of *construction*. It's suitable for owner occupied or investment properties.

Purpose of the loan

The provisions of this clause 3 apply to each *Construction Loan*.

- 3.1 If the purpose of this *loan* is to purchase any *mortgaged property*, the *amount of credit* (except any part which is to be used to fund *construction*) will be paid in one lump sum.
- 3.2 If the purpose of this *loan*, or any part of this *loan*, is to fund *construction*, we'll lend you the *amount of credit* (or in the case of part of your *loan*, that part of the *amount of credit* which is to be used to fund *construction*) progressively by:
- (a) paying any fees and charges and insurance premiums included in the *amount of credit*; and
 - (b) paying the remainder of the *amount of credit* to the *builder* in a maximum of five progress payments paid over the *construction period*.

How repayments work

- 3.3 We'll only lend the progress payments, if:
- (a) for the first progress payment only, we've received all of the following (in a form satisfactory to us):
 - (i) a fixed price and fixed term Housing Industry Association or Master Builders Association building

contract in relation to the *construction*, with a *term* of 12 months or less;

- (ii) evidence of any insurance we require;
 - (iii) a copy of stamped council-approved plans and specifications in relation to the *construction*;
 - (iv) any other certificates or authorities from local councils or other bodies necessary to conduct the *construction*; and
 - (v) a copy of the *builder's* licence; and
 - (vi) *construction* invoices signed by you; and
- (b) for each progress payment (*including* the first and last):
- (i) we've received a request from you to pay the *builder* which is satisfactory to us; and
 - (ii) if you're using some of your own funds for *construction*, you have used those funds first; and
- (c) for the first and last progress payments, we're satisfied with the *Construction Loan Valuation*; and
- (d) for the last progress payment only, we've received all the following in a form satisfactory to us:
- (i) confirmation that the *construction* is finished (*including* a signed certificate from you saying you're satisfied with the completed *construction*);
 - (ii) any other document, information or evidence that we require: and
 - (iii) you've given us at least five *business days* notice before the payment needs to be made.
- These conditions are in addition to those in clause 1.1 which must also be satisfied.
- 3.4 You must ensure that any agreed progress payment schedule is followed and that there are always sufficient funds in the *loan account* for your *Construction Loan* to complete *construction*.

Commencement of construction

- 3.5 The *construction*, as specified in the plans and specifications you give us before the first progress payment, must commence within 12 months of the *disclosure date* of your *Construction Loan* and must be completed by the end of the *construction period*.
- 3.6 You must not vary or terminate the building contract without our prior written consent.
- 3.7 Subject to the requirements of any *law*, we are not liable for any loss or damage arising out of the *construction*.

4. A step by step look at lines of credit

- ❑ How to borrow from your line of credit
- ❑ Can ING DIRECT cancel the line of credit?
- ❑ Can I cancel the line of credit?

A *line of credit* is a flexible *loan*. You can access funds when you need to and only pay for what you use.

Repayments are interest only. If you don't make repayments you can let your interest add up, until you reach 100% of your *loan limit*.

You can make additional repayments or repay the *loan* in full at any time, without penalty. Any payments that reduce your *loan balance* are immediately available for you to use again.

The provisions of this clause 4 apply to each *line of credit*.

○ | How to borrow from your line of credit

4.1 How to borrow an amount

4.1.1 There are many ways you can get an advance on your *line of credit*. Subject to the terms of this *contract*, you can:

- ask us to give you a bank cheque payable to you or to another *person*. If it's payable to another *person* you need to make the request to us in writing;
- ask us to transfer the amount from your *loan account* to another account (but not to your *nil interest Visa account*) by letting us know in writing the account number, BSB number of the account, the amount to be transferred and the date the transfer is to occur. To

alter, stop or suspend a transfer from your *loan account* to another account, you need to make the request to us in writing at least five *business days* before the transfer date ;

- use our *Interactive Service* to transfer money from your *loan account* to another account;
- authorise a third party (*such as* a health insurance or utilities provider) to request payments from your *loan account*. To alter or stop the authorisation you need to make the request to us in writing. We'll process your request promptly. We suggest you also contact the third party and tell them not to request the payment;
- write a cheque against your *loan account* (if you have a cheque facility attached to your *line of credit*). Clause 20 sets out the terms that apply;
- use a Visa card (if it's attached to your *loan account*). This is the only way you can get credit from your *nil interest Visa account*. Details of how your Visa card operates are set out in clause 22; or
- use any other means we authorise from time to time.

4.1.2 We may refuse to pay you an amount requested under clause 4.1.1 if we consider that paying you that amount might cause the *balance* of your *loan account* to exceed the *credit limit*. We will take into consideration your current *balance* and any amounts charged, accrued or payable but not yet debited to your *loan account*.

4.1.3 We can debit to the *loan account* any amount provided to you on the day we provide you the amount.

○ | Can ING DIRECT cancel the line of credit?

4.2 Payable on demand

4.2.1 We can demand at any time that you pay to us the *balance* of your *loan account*, plus any amounts charged, accrued or payable but not yet debited to your *loan account*. This applies whether or not you've breached the *contract*. If we make that demand your *line of credit* is cancelled and you must immediately pay to us the *balance* of your *loan account* plus any amounts charged, accrued or payable but not yet debited to your *loan account*.

4.2.2 You acknowledge that there is no agreement, arrangement, or understanding between us that repayment will only be demanded on the occurrence or non-occurrence of a particular event.

4.3 Credit limit

4.3.1 You must ensure that the *balance* of your *loan account* doesn't exceed your *credit limit*. Otherwise you'll have to immediately pay us the amount that's over your *credit limit*. We do not need to ask you for it first.

4.3.2 We can change the *credit limit* at any time. If any *law* regulates that change, we may only change the *credit limit* to the extent permitted by, and subject to, the requirements of that *law*. The *credit limit* does not change simply because we debit an amount to your *loan account* that takes the *balance* of your *loan account* over the *credit limit* applicable to that *loan account*.

Can I cancel the line of credit?

4.4.1 You can cancel the *line of credit* at any time by:

- (a) telling us in writing; and
- (b) paying us the *balance* of the *loan account* applying to that *line of credit*, plus any amounts still owing but not yet debited to that *loan account*.

4.4.2 If the *line of credit* is cancelled:

- (a) you must not try to get any credit under the *line of credit*;
- (b) the rest of this *contract* continues to operate; and
- (c) you must immediately:
 - (i) return to us or destroy any unused cheques;
 - (ii) cut your Visa card in half (if you have one under this *contract*) and inform us that you've done so; and
 - (iii) let us know of any Visa card or cheque transactions you've completed in the previous 30 days.

5. A flexible feature of our line of credit

About our nil interest Visa Account

With our *line of credit* you may also have access to a *nil interest Visa account*. Up to 3% of your approved *home loan*, to a maximum of \$10,000, is allocated to your *nil interest Visa account*. You can access these funds:

- with your Visa card using *EFTPOS* to get cash out;
- at most *ATMs* displaying the Cashcard sign;
- with your personalised cheque book; and
- by transferring funds using our *Interactive Service*.

About our nil interest Visa Account

5.1 The provisions of this clause 5 apply to any *loan* described in the *Loan Offer* as having access to a *nil interest Visa account*.

5.2 For the purposes of your *loan* we'll establish two *loan accounts* in your name, namely:

- (a) a *nil interest Visa account*; and
- (b) a *loan account*.

5.3 We'll charge interest on the *balance* of your *loan account* as set out in clause 6. We won't, however, charge interest on the *balance* of your *nil interest Visa account*. On the first day of each month, the *balance* of your *nil interest Visa account* will be transferred to your *loan account*. This transfer will occur by debiting the amount of that *balance* to your *loan account* and crediting that amount to your *nil interest Visa account*.

5.4 As the *balance* of the *nil interest Visa account* is transferred to the *loan account* on the first day of each month, no payments are required to be made into the *nil interest Visa account*.

5.5 If your *loan* is in more than one name, you can request a card for each of you (up to a maximum of four Visa cards). Each of the Visa cards can be used to make withdrawals from the *nil interest Visa account* as described in clause 22.2.1. Generally only withdrawals and any applicable fees and charges will be debited to your *nil interest Visa account*. All borrowers are liable for amounts debited to the *nil interest Visa account*, even if they're not a Visa card holder.

6. Interest Charges in English

- ❖ How we calculate interest
- ❖ Interest charges
- ❖ Changes to interest rate

Interest can sometimes seem tricky but we've tried to make it as simple as possible. If you have any questions, don't hesitate to call for more explanation.

How we calculate interest

- 6.1 The provisions of this clause 6 apply to each *loan account* under this *contract* except a *nil interest Visa account* or the *Orange Advantage*.
- 6.2 Subject to clause 6.3, we calculate interest charges on a daily basis by applying the daily percentage rate to the *daily balance*. If you have more than one *loan account* interest charges are calculated on a daily basis by applying the applicable *daily percentage rate* to the relevant portion of the *daily balance* of each *loan account*.
- 6.3 Under this *contract*, a default rate of interest may be charged when payments are in default. If you do not pay any amount payable under this *contract* on or by its due date for payment:
 - (a) if a Consumer Credit Code applies to this *contract*, interest charges on that overdue amount from that due date for payment to the date it is paid (exclusive) will instead be calculated by applying the *daily default rate* to that amount and that overdue amount will, for that period, not form part of the *daily balance* for the purpose of clause 6.2; or
 - (b) if no Consumer Credit Code applies to this *contract*,

from that due date for payment until it is paid (exclusive), interest charges will instead be calculated by applying the *daily default rate* to the *daily balance* (and not by the method described in clause 6.2).

Interest charges

- 6.4 We debit interest charges to your *loan account* on the last day of each month. We can also debit interest charges at the following times:
 - (a) immediately before we credit to your *loan account* a payment that equals or exceeds the *balance* of your *loan account* at that time; and
 - (b) at the end of the *loan term*; and
 - (c) on the day the *balance* of your *loan account* and any other amounts charged, incurred or payable but not yet debited to your *loan account* become due and payable under clause 16.2.
- 6.5 The amount of interest charges debited will equal the sum of interest charges calculated for each day in the period commencing on:
 - (a) in the case of the first interest debit, the *settlement date*;
 - (b) otherwise, the day following the last day for which an interest charge was debited, and ending:
 - (c) where the interest charge debit takes effect earlier than immediately before the end of the day on which it is debited, the day before that day;
 - (d) otherwise, the day on which the interest charge is debited.

Changes to interest rate

- 6.6 We can change the *interest rate* applicable to your *loan account* at any time except the *interest rate* applicable to a *fixed rate account* during a *fixed interest period* applying to that account. If any *law* regulates that change, we may only change to the extent permitted by, and subject to, the requirement of that *law*.
- 6.7 You can find out what any current reference rates or *interest rates* under this *contract* are by calling a Direct Associate on 133 464 24 hours a day, seven days a week.

7. How we calculate interest for Offset

- ❖ Orange Advantage – interest payments and calculations
- ❖ Situations when Offset may not apply

Orange Advantage – interest payments and calculations

- 7.1 The following offset arrangement (“Offset”) applies if you have an *Orange Advantage*.
- 7.2 Only one Orange Everyday account may be linked to your *loan account*.
- 7.3 We do not pay interest on the Orange Everyday account linked to your *loan account*. What we do is provide an interest offset for the interest calculated on a portion of your *loan account balance* that is equal to the credit balance in your Orange Everyday account.
- 7.4 The actual interest debited to your *loan account* at the end of each month is calculated by taking the total notional interest on the *loan* reduced by your total interest offsets.
- 7.5 Specifically the process by which the interest on the *balance* on your *loan account* is reduced by reference to the credit balance in your Orange Everyday account is as follows:
- (a) notional interest on your *loan* is calculated daily by using the close of business *balance* of your *loan multiplied* by the annual percentage *interest rate* and divided by 365;
 - (b) interest offsets are calculated daily based on the portion of the close of business *balance* of your Orange Everyday account that does not exceed the amount outstanding on your *loan account*, multiplied by the annual percentage *interest rate* that applies to

- your *loan* divided by 365. (Note: We do not calculate an interest offset and do not pay interest on any portion of the balance of your Orange Everyday in excess of the amount outstanding on the *loan account*, nor do we pay interest on your Orange Everyday account where the *loan* has been repaid);
- (c) all daily calculations of notional interest amounts and interest offsets are rounded to five decimal places;
- (d) all daily calculations of notional interest amounts are added together to five decimal places. Likewise all daily calculations of interest offsets are added together to five decimal places; and
- (e) at the end of each month the total of daily notional interest amounts gets rounded to two decimal places. Likewise, at the end of the month the total of daily interest offset amounts gets rounded to two decimal places. The actual interest debited to your *loan account* at the end of each month is calculated by taking the total notional interest on the *loan* reduced by your total interest offsets.

Situations when Offset may not apply

- 7.6 Your Orange Everyday account will no longer be linked to your *loan account*, and *Offset* will no longer apply, if:
- (a) you close your Orange Everyday account or tell us that the Orange Everyday account should no longer be linked to your *loan account* (unless at the same time you nominate another Orange Everyday account in the same name(s) as your *loan account*);
 - (b) you or your representative request a final payout figure on your *loan*;
 - (c) you repay your *loan* in full and close your *loan account*; or
 - (d) you switch to another *loan* type.
- 7.7 If any of the things listed above occur, other than closing your Orange Everyday account, then the Orange Everyday account will return to the standard terms applicable to an account of that type.

8. Changing the type of interest rate

- Requesting an interest rate change
- Our response and next steps

Requesting an interest rate change

- 8.1 You may request us to change the type of *interest rate* that applies to a *loan* to any other type of *interest rate* that applies to a *loan* to any other type of *interest rate* which is then available from us (for example, from a fixed rate to a variable rate or vice versa).
- 8.2 If we agree to your request:
- (a) we'll write to you setting out the changes to the terms of your *contract* and any other information required by *law*; and
 - (b) the new type of *interest rate* will apply to the *loan* from the date stated in that notice as the date that new rate will apply (the "re-set date").

Our response and next steps

- 8.3 If we agree to change the type of an interest rate to a fixed rate then:
- (a) the fixed rate will apply to the *loan* during the *fixed interest period* specified in the notice;
 - (b) the *fixed interest period* will begin on the re-set date;
 - (c) at the end of the *fixed interest period*, the variable rate applicable to similar loan products then available from us will apply to the *loan*.
- 8.4 If we agree to change the type of *interest rate* that applies to a *loan* from a fixed rate to a variable rate, the *fixed interest period* will cease applying to that *loan* from the re-set date.

9. Fees and Charges - a quick outline

What do I pay?

- 9.1 You must pay to us the following fees and charges (which are authorised by this *contract*):
- (a) all government taxes, duties and charges, *including* any goods and services taxes relating to this *contract*, your *loan account* and its operation, whether or not you are principally liable for them; and
 - (b) the credit fees and charges set out in the *Loan Offer* and *Fee Schedule* which are payable at the times specified in the *Loan Offer* and *Fee Schedule*.
- 9.2 We can debit these fees and charges to your *loan account*.
- 9.3 Information on our standard fees and charges is available on request.

10. Statements

- ❖ When you'll receive a statement
- ❖ Checking your statement

When you'll receive a statement

10.1 We'll provide you with a statement for each:

- (a) *home loan* or *Construction Loan*, at least every six months; and
- (b) *line of credit* at least every month, or such shorter intervals as we decide.

However we may not send a statement if the *law* does not require us to.

Checking your statement

10.2 Please check your statements carefully and let us know immediately if you have any questions or queries.

11. Know what you owe

The short and sweet facts about what you will owe

Once we debit an amount to your *loan account*, (if it is not already owed) you owe us that amount.

12. The rules of repayments

- ❖ **What you need to pay**
- ❖ **Repayment that puts your loan in credit**
- ❖ **When you must not make a loan repayment**
- ❖ **Adjustments to the balance of your loan**

What you need to pay

- 12.1 You must pay the repayments we determine at the times we determine. However, we cannot require you to pay any amount that exceeds the *balance of your loan account* plus any amounts charged, accrued or payable but not yet debited to your *loan account*. As at the *disclosure date*, the repayments are those set out in the *Loan Offer* and they must be paid at the times set out in the *Loan Offer*.
- 12.2 For each *home loan*, you must pay us the *balance of your loan account* plus any amounts charged, accrued or payable but not yet debited to your *loan account* at the end of the *loan term* if they have not become due and payable any earlier.
- 12.3 We do not treat a payment as made until we credit it to your *loan account*.

Repayment that puts your loan in credit

- 12.4 If we receive a payment that puts your *loan account* in credit, we may:
- (a) not accept that payment and refund it to you;
 - (b) credit that payment to your account and refund the amount by which your *loan account* is in credit; or
 - (c) credit that payment to your *loan account* and leave

your *loan account* in credit. You won't be paid interest on the amount by which your *loan account* is in credit.

When you must not make a loan repayment

- 12.5 Payments received by us under the *contract* may be applied by us to any amounts you owe us under the *contract* in any order we determine. If you have any other *loan contract* with us and you make a payment to us without telling us how the payment is to be applied, we will apply the payment to all or any of the *loan contracts* in any way we think fit.
- 12.6 You must not make a payment under a *loan contract* using a cheque facility we have issued to you under this *contract*.
- 12.7 You must pay all amounts due under this *contract* in full without any deduction, set-off, counter-claim or condition.

Adjustments to the balance of your loan

- 12.8 We may adjust the *balance* of your *loan account* to take account of any processing error, because a payment has been dishonoured, because there are refunds or corrections to your *loan account* or otherwise so as to accurately reflect the legal position between you and us.

13. Security, what's involved?

- ❖ What happens when your security includes a mortgage
- ❖ Disclosure of documents
- ❖ Lender's mortgage insurance
- ❖ Replacement mortgaged property
- ❖ Property value change

❖ What happens when your security includes a mortgage

If your *security* includes a mortgage, you need to be aware of what's involved and what you're actually agreeing to. It's better to know than to have any surprises.

- 13.1 If the *security* includes a mortgage:
- (a) you must ensure the mortgagor meets their obligations under the mortgage;
 - (b) any expenses incurred by us in preserving or maintaining the *mortgaged property* (including insurance, rates and taxes payable for that property) after a breach occurs and which are authorised by the mortgage will be an enforcement expense under clause 16.4; and
 - (c) if the *mortgaged property* can be insured, you must ensure that the *mortgaged property* is adequately insured and that the insurer knows and notes on the policy, us as mortgagee. If you do not, we may take out that insurance and any premium we pay will be an enforcement expense under clause 16.4.

❖ Disclosure of documents

- 13.2 You agree that we can disclose the following documents to each *guarantor* named in your *Loan Offer*:

- (a) a copy of any notice, *including* correspondence, to us or to you in relation to the *contract*; and
- (b) a copy of your *loan account* statements of account.

❖ Lender's mortgage insurance

- 13.3 We may take out and maintain lender's mortgage insurance in relation to your *loan*. This isn't the same as property insurance as it doesn't protect you as a borrower. It protects us as the lender in case you default under this *contract* and we're still owed money after enforcing any *security*. You must pay the premium for the lender's mortgage insurance or reimburse us if we have paid it. You may be responsible for repaying the insurer for any amount they've paid us.

❖ Replacement mortgaged property

- 13.4 You must not sell, transfer or otherwise deal with any *mortgaged property* during the *loan term* without our prior written consent. Generally, we'll only agree if you provide replacement *mortgaged property* satisfactory to us.

❖ Property value change

- 13.5 If at any time the value of the *mortgaged property* falls below the value given to it in the first *valuation* obtained by us, you must within 14 days after we ask you:
- (a) if a Consumer Credit Code does not apply to this *contract*) repay a portion of any *loan*;
 - (b) provide us with additional *security* which is acceptable to us;
 - (c) pay for any lender's mortgage insurance which we take out (see clause 13.3); or
 - (d) do a combination of any of the above.
- We can require you to comply with the terms of this clause 13.5 more than once.

14. What you can, can't and have to do with Security Deposits!

- Establishing a security deposit
- Restrictions relating to a security deposit account
- Withdrawal of the security deposit
- Interest
- Nominated Accounts
- Closing the security deposit

Establishing a security deposit

- 14.1 (a) If we agree, you may deposit cash (of an amount satisfactory to us) with us (a "security deposit"). The *security deposit* will be held in your name in an account ("*security deposit account*").
- (b) The *security deposit* and the *security deposit account* operate to secure your obligations under the *loan*, including, without limitation, the repayment of the *loan account*.

Restrictions relating to a security deposit account

- 14.2 You must not:
- (a) make additional payments, or transfer funds, to the *security deposit account*;
 - (b) assign, transfer, create a *security interest* over, or otherwise deal with any rights you have in the *security deposit* or the *security deposit account*;

- (c) use the *security deposit* or the *security deposit account* for any purpose other than as contemplated in this agreement; or
- (d) withdraw or transfer funds from the *security deposit account*, unless:
- (e) permitted or required to do so by this clause 14; or
- (f) we have given prior written consent to do so.

Withdrawal of the security deposit

- 14.3 (a) You can only transact on your *security deposit account* to:
- (i) pay us the amount you owe us in full under your *loan account*; or
 - (ii) finance the purchase of replacement *mortgaged property* acceptable to us.
- (b) You must give us written instructions if you wish to withdraw funds from your *security deposit account* to pay us the amount you owe us in full. You do not need to give us any prior notice to do this. However, if you instruct us to withdraw money for this purpose after 4pm on a *business day*, we will process your instructions on the next *business day*.
- (c) You must give us prior written notice acceptable to us and obtain our prior written consent if you wish to transact on your *security deposit account* in any other way.

Interest

- 14.4 We will pay interest on the *security deposit account* in accordance with this clause 14.4.
- (a) The *interest rate* on the *security deposit account* is variable and may change. Information about current *interest rate* is available from us by calling 133 464 and will also be set out in the statement of account.
 - (b) Interest is calculated on the daily closing balance of the *security deposit account* by multiplying the daily closing balance by the *interest rate* (as a percentage) and dividing this figure by the number of days in a calendar year.

- (c) We will notify you of any variation to the *interest rate* by advertisement in the national media or in writing to you, no later than the day on which the variation takes place.
- (d) Interest accrues from the day the opening deposit is made to the *security deposit account*. Interest is credited to your account on the last day of each quarter and on the day the account is closed. Subject to clause 14.4(e) if you have told us to credit the amount of accrued interest to your *nominated account*, we will transfer the amount of interest credited to your *security deposit account* to your *nominated account* on the next *business day*. Interest will be available in your *nominated account* in accordance with the terms and conditions that apply to your *nominated account*.
- (e) Any interest credited to your *security deposit account* when the *security deposit account* is closed must be used to either (at our discretion):
 - i) assist in financing replacement *mortgaged property* acceptable to us; or
 - ii) reduce the amount you owe us.
- (f) We may also, in our discretion, agree to pay you some or all of this interest by cheque.

Nominated Accounts

- 14.5 (a) You may only have one *nominated account* at any one time. Your *nominated account* may be your *loan account*.
- (b) Your *nominated account* must be in the same name as at least one of the account holders and in accordance with the signing authority of the *loan account*.
- (c) If you are a joint account holder, we will need written instructions from all joint account holders if you wish any interest credited to the *security deposit account* to be transferred to your *nominated account*.
- (d) Interest credited to the *security deposit account* will not be transferred to your *nominated account* if we cannot verify your *nominated account* details.
- (e) You may change your *nominated account*, or any of the details of your *nominated account*, by calling us on 133 464. We will tell you what information we need and the procedure to follow when you contact us. Your new *nominated account* or requested changes will take effect when verified by us. Verification will take 3 to 10 *business days*.

Closing

- 14.6 (a) You instruct us to close your *security deposit account* by making a transaction in accordance with section 14.3(a). Your *security deposit account* will be closed immediately upon that transaction being completed. You cannot close your *security deposit account* in any other way. We will pay you any remaining credit balance of the *security deposit account* (if applicable) by transferring that amount to your *nominated account*. If you do not have a *nominated account*, we will pay you any remaining credit balance by cheque.
- (b) We may close your *security deposit account* immediately (and by giving you any notice required by *law*) or refuse to process any transactions if:
- i) you breach any of the terms and conditions applicable to the *security deposit account* or to your *loan account* ;
 - ii) we suspect fraudulent activity;
 - iii) we cannot verify your identity; or
 - iv) you fail to provide us with replacement *mortgaged property* acceptable to us within 6 months of opening the *security deposit account*.
- (c) If we close your *security deposit account* for any of these reasons, we will apply the proceeds of the *security deposit account* towards discharging the payment of the amount you owe us under the *loan account*. We will pay you any remaining credit balance of the *security deposit account* (if applicable) by transferring that amount to your *nominated account*. If you do not have a *nominated account*, we will pay you any remaining credit balance by cheque.

15. Checking our valuations

Mortgage property valuations and costs

At any time over the *loan term*, we may have your *mortgaged property* valued. We do this to verify the value of your property against the original mortgage *valuation*.

We use the *valuation* specifically for our own purposes. If you wish to have a *valuation* for your own personal needs, we recommend you organise this separately.

Any *valuations*, including ours, will be at your cost.

16. What happens when you are in default?

- When you are in default
- If we hold more than one security
- Enforcement expenses

This clause explains what 'default' means and what happens if you are in default.

When you are in default

- 16.1 You're in default if:
- (a) you don't pay any amount payable under this *contract*, on or before its due date;
 - (b) you're in breach of any other provision of this *contract* or any material undertaking given to us at any time;
 - (c) you or another *person* gives us incorrect or misleading information in connection with this *contract* or a *security*;
 - (d) we reasonably believe you or another *person* has acted fraudulently in connection with this *contract* or a *security*;
 - (e) you or a *security provider* is in default under a *security* or withdraws from it;
 - (f) you or a *security provider* becomes insolvent;
 - (g) steps are taken to wind you or a *security provider* up or appoint a liquidator, receiver or administrator to you or a *security provider* or to place any part of your or a *security provider's* assets into administration;
 - (h) you are in default under any other credit *contract* you have entered into with us or under any other *security interest* you or a *security provider* has given to us which is not a *security*;
 - (i) a power of sale arises under any *security interest* over any *mortgaged property*;

- (j) an application is made to cancel your registration as a company;
- (k) you fail to pay any *person* any money by the due date (if you're a company);
- (l) you commit an act of bankruptcy; or
- (m) you die or become incapable of managing your affairs.



If we hold more than one security

- 16.2 If you're in default, then subject to the requirements of any *law* (including requirements as to notice) the *balance of your loan account* and any other amounts charged, incurred or payable but not yet debited to your *loan account*, become automatically due and payable.
- 16.3 If we hold more than one *security*, we can enforce any one or all of the *securities*, at different times or the same time.

Enforcement expenses

- 16.4 Enforcement expenses may become payable under this *contract* or any *security* (or both) in the event of a breach. You must pay us all enforcement expenses we reasonably incur or expend arising from any default under this *contract* or under any *security*. We can debit these amounts to the *loan account* and they are payable when they are debited.
- 16.5 If you are in default we may apply any money in any other account you may have with us, *including a security deposit account* against the amount you owe us.

17. Things change

-  **Changes to this contract**
-  **When we'll notify you**

Changes to this contract

- 17.1 We can change this *contract* (such as by varying an existing provision or adding a new provision) at any time without your consent *including*:
- (a) imposing a new credit fee or charge or changing the amount or frequency of payment of a credit fee or charge;
 - (b) changing the amount of repayments, the way in which repayments are calculated or when they're due;
 - (c) changing the way interest is calculated or applied; and/or
 - (d) changing any *interest rate* (other than *fixed rates* during a *fixed interest period*).

If any *law* regulates a change we decide to make, we can only make the change to the extent permitted by *law*.

When we'll notify you

- 17.2 We'll notify you when we make a change described in clause 17.1(a) to (c) that doesn't reduce your obligations or extend the time for payment. Where we make such a change relating to the amount of a credit fee or charge or introduce a new credit fee or charge, we'll give you at least 20 days' notice (either by advertisement in a newspaper or in writing to you). For the other changes referred to in clause 17.1(a) to (c), where the change doesn't reduce your obligations or extend the time for payment, we'll give you at least 20 days' notice in writing.

17.3 Where we:

- (a) increase your liability for losses relating to transactions made using the *Interactive Service* or your Visa card and *PIN* (subject to any liability limits in the Electronic Funds Transfer Code of Conduct); or
- (b) impose, remove or adjust a daily transaction or other periodic limit applying to an *Interactive Service* or your use of your Visa card and *PIN*,

we'll give you at least 20 days notice in writing.

However, if we need to make a change immediately in order to restore or maintain the security of the system or individual accounts, we don't have to give you any advance notice.

17.4 Where we change an *interest rate* or a reference rate and the change doesn't reduce your obligations, we'll notify you either by advertisement in the newspaper or in writing no later than the day the change takes effect.

17.5 Where we change the *Terms and Conditions* of this *contract* or repayments, or fees and charges (other than in the way set out in clause 17.2 to 17.4), we'll notify you in writing, by advertisement in a newspaper or both.

17.6 We may waive any of our rights under this *contract*. Subject to any applicable *law*, a waiver by us is not a change to, and does not reduce our rights under, this *contract* unless we give you written notice that it is a change to this *contract*.

18. Some housekeeping notes
for each loan
under this contract

What happens when there is more than one loan under this contract

If you have more than one *loan* under this *contract* (that is, if there's more than one *loan* described in the 'Financial Information' section of the *Loan Offer*):

- (a) we'll open a *loan account* in your name for each *loan* to which amounts under this *contract* will be debited and credited as appropriate;
- (b) each *loan account* will have its own *credit limit* or *amount of credit* (as the case may be) and *balance* and we'll send you separate statements of account for each *loan account*;
- (c) each *loan* will have its own *settlement date*;
- (d) interest charges for each *loan* will be calculated on the *balance* of the *loan account* for that *loan* using the *interest rate* applicable to that *loan*;
- (e) the terms of this *contract* apply separately to each *loan*; and
- (f) we will apply any payment or other credit as requested by you or, if you do not make a request, to any one or more *loan account*, or in any order, that we determine.

19. When we can review your loan

○ | **What happens when we review your loan**

We may review any *loan* at any time. Usually this will occur every five years. On a review of your *loan*, you must provide us with any document or information we reasonably require, within 14 days of our request for it. We may require this information to be certified or audited at your expense.

20. Just checking you know everything about the cheque facility

- **The cheque facility**
- **Authorised signatories**
- **All about cheques**

In this section we describe the cheque facility, explain the different parts of a cheque, and advise how to complete a cheque and other related matters. It may seem like a lot of detail, but it's there for your protection.

This clause 20 applies if we make a cheque facility available to you under a *line of credit*.

○ | **The cheque facility**

20.1 When you can use the cheque facility

- 20.1.1 If you have a *line of credit*, you may ask us at any time to make a cheque facility available to you under that *line of credit*.
- 20.1.2 After we've agreed to make the cheque facility available to you, we'll mail your cheque book to you as soon as practicable. If any stamp duty is payable for the cheques, we will debit this to your *loan account* when we send the cheque book.
- 20.1.3 Your right to use cheques drawn on us and the cheque book is at our discretion. We may at any time suspend or withdraw those rights and facilities, or refuse to pay any cheque. The cheque book and all unused cheques remain our property and, if we ask, must be destroyed or returned to us.

○ | **Authorised signatories**

20.2 Authorised Signatories

- 20.2.1 If you are a company, you may nominate any director

of the company to be an authorised signatory for your cheque facility. By nominating the authorised signatory, you authorise that authorised signatory to sign and issue cheques on your *loan account* in accordance with this *contract*. This authority does not allow the authorised signatory to amend the authority or to authorise others to operate the *loan account*.

- 20.2.2 You must ensure that the authorised signatory complies with any relevant provision of this *contract* as though the authorised signatory was you.
- 20.2.3 You are responsible for the authorised signatory's use of the cheque facility under this *contract*. In particular you are liable to pay us any amounts paid by us to, or at the direction of, the authorised signatory. You consent to us giving the authorised signatory information about your *loan account*.
- 20.2.4 You may ask us to cancel the authority of the authorised signatory by sending us a request in writing. We'll send you written confirmation of the cancellation of the authority.



All about cheques

20.3 Completing cheques

- 20.3.1 You may only write cheques on the cheque books we give you. To complete a cheque you must write:
- (a) the name of the *person* or company the cheque is made out to;
 - (b) the amount (in words and numbers);
 - (c) the date on which the cheque is written; and
 - (d) the signature of authorised signatories.
- If the cheque isn't completed correctly we may dishonour the cheque.
- 20.3.2 When filling out a cheque never write with pencil or erasable ink. Always write the amount of the cheque in words as well as figures (as words are more difficult to alter). To help reduce the risk of cheques being altered in an unauthorised way:
- (a) don't leave any gaps between the words or figures;
 - (b) begin the amount in words with a capital letter as close as possible to the words 'The sum of' adding the word 'only' after that amount and drawing a line from the end of the amount in words to the printed '\$'; and
 - (c) begin the amount in figures as close as possible to the printed '\$'.

When signing cheques

- 20.3.3 If you have an *line of credit* and there's more than one authorised signatory, you need to tell us the minimum number of *persons* you want to sign a cheque. If it's not signed by the required number it's not valid.

If you have a *line of credit* and there's more than one of you, any one of you can sign a cheque.

- 20.3.4 If you postdate a cheque, we'll pay the cheque as soon as we receive it (subject to this *contract*). We won't wait until the date of the cheque.

20.4 What's the effect of crossing a cheque?

If you draw two transverse parallel lines from top to bottom on the face of the cheque, you're crossing the cheque. By doing this, you're telling the Bank you want that cheque paid into an account with a financial institution and not cashed.

20.5 What does 'not negotiable' and 'account payee only' mean?

- 20.5.1 The words 'not negotiable' between two parallel lines across the face of a cheque mean that the ultimate holder of the cheque who presents it for payment gets no better title to the money than the *person* who transferred it to them.
- 20.5.2 The words 'account payee only' on a cheque tell the Bank that the cheque should be paid only to the *person* named as payee in the cheque.
- 20.6 What is the significance of deleting 'or bearer'?
- 20.6.1 The words 'or bearer' mean that whoever is holding the cheque can bank it.
- 20.6.2 If you delete these words, the cheque is an 'order' cheque and the bank on which the cheque is drawn should only pay it to the named payee or to any other *person* to whom the cheque has been endorsed.

20.7 Stopping a cheque

You may cancel or stop payment on a cheque (as long as it hasn't already been cleared) by calling our Contact Centre or writing to us at the address in the *Loan Offer*.

If you write to us you need to give the following information:

- (a) your *loan account* number;
- (b) the cheque number;
- (c) the cheque amount;
- (d) who the cheque is payable to; and
- (e) the reason for stopping the cheque.

20.8 Dishonouring cheques

We may at our discretion, dishonour a cheque if:

- (a) there's insufficient credit in your *loan account* to cover the cheque, or

- (b) the cheque is completed incorrectly, incomplete, stale, has no payee stated or has been materially altered or you haven't authorised the alteration.

20.9 Lost cheques and clearing cheques

20.9.1 You must keep your cheque book and all unused cheques in a safe place at all times. Never leave signed blank cheques in your cheque book. You must let us know immediately if:

- (a) your cheque book is lost;
- (b) your cheque book is stolen; or
- (c) there's been unauthorised use of your cheque book.

You can contact us by calling our Contact Centre writing to us at the address in the *Loan Offer* or sending us a fax. If any of these things happen and you don't tell us immediately, other people may be able to borrow money on your *loan account* without your permission.

☛ Clearing cheques

20.9.2 Clearing cheques involves several steps that can take a number of days. Under normal circumstances, you can't withdraw the value of a deposited cheque until it's been cleared, even though the proceeds of the cheque may be credited to the account. It's the same for cheques made payable to 'cash'

20.9.3 If you want us to clear a cheque quickly you can ask us for a special clearance. A fee may apply. You cannot get a special clearance for overseas cheques.

20.10 Cancelling the cheque facility

20.10.1 We can cancel the cheque facility at any time. If we do, we'll notify you as soon as possible afterwards. You can cancel your cheque facility by letting us know in writing.

20.10.2 If your cheque facility is cancelled, you must immediately destroy or return all unused cheques to us immediately.

20.10.3 Any cheque presented afterwards may be dishonoured, unless you make other arrangements with us. You'll be liable for any dishonoured cheques.

20.11 Liability

Subject to the requirements of any *law*, we are not responsible or liable for any transaction processed by us on your behalf, any delay or failure in processing a transaction, the dishonour or failure to dishonour any cheque drawn by you or any other actions taken or not taken in relation to your cheque facility.

21. The nitty gritty of Interactive Service

- ☛ Using the Interactive Service
- ☛ Enhanced security measures
- ☛ Joint accounts and third parties
- ☛ Keeping your Codes and security device secure
- ☛ Fees and charges
- ☛ Accessing the website

To understand the nuts and bolts of the inner workings of our *Interactive Service*, read on.

☛ Using the Interactive Service

- 21.1.1 You can only use our *Interactive Service* (*phone banking* or *online banking*) with your *loan account* if we give our consent.
- 21.1.2 To access the *Interactive Service* you need:
 - (a) a *Client Number*; and
 - (b) an *Access Code*.
- 21.1.3 We'll give you a *Client Number* when you first open an account with us. You'll also be given a temporary *Access Code* which you must use to access the *Interactive Service* for the first time. The first time you use an *Interactive Service*, you'll be required to select your own personal *Access Code*. We'll explain how to do this when you log in.
- 21.1.4 You can change your *Access Code* at any time subject to correctly quoting the current *Access Code*. By changing it for one *Interactive Service*, you automatically change it for all *Interactive Services*.
- 21.1.5 Be aware that anyone supplying a valid *Client Number* and *Codes* will be able to access your *loan account* and process transactions. We are not required to verify or authenticate the identity of a *person* supplying a valid

Client Number and *Codes* before giving that *person* access to the *loan account* or processing a transaction on the *loan account*. That's why it's important to keep all your *Codes* secure and confidential.

- 21.1.6 We can extend or reduce the information and range of services for our *Interactive Services* at any time without notice to you.
- 21.1.7 Whenever you use *online banking*, don't leave the terminal you're using unattended and always exit from the service as soon as you've finished.

Enhanced security measures

- 21.2.1 When you're using our *Interactive Service* and/or contact us to initiate a transaction, there may be times when you need to use our *enhanced security measures*. These measures are in place for both your protection and ours.
- 21.2.2 If you don't use the *enhanced security measures* when asked, you:
 - (a) may be denied access to our *Interactive Service*; and/or
 - (b) may need to conduct certain transactions with one of our Direct Associates.
- 21.2.3 Any *security device* we provide you, as part of our *enhanced security measures*, remains our property and must be returned to us when requested. Only one *security device* will be issued per *Client Number*. If you lose any *security device* your access to our *Interactive Service* may be denied.
- 21.2.4 If you hold or have authority to transact on any other ING DIRECT product, these *enhanced security measures* will apply to those products.
- 21.2.5 Where we hold an email address for you we may also send an email confirming certain transactions.
- 21.2.6 If you're unable to use our *enhanced security measures*, please call one of our Direct Associates to discuss alternative options.

Joint accounts and third parties

Which joint accounts can use our *Interactive Service*

- 21.3.1 If:
 - (a) the *loan account* is in more than one name; and
 - (b) the account is set up so that any account holder can use the account,

each of you can use the *Interactive Service* independently. Similarly, if one of you instructs us to block access to the accounts via the *Interactive Service*, we are authorised by all of you to act on those instructions.

Which ones cannot

- 21.3.2 If:
 - (a) a *loan account* is in more than one name; and
 - (b) the account is set up so that all account holders must authorise transactions on the account,our *Interactive Services* aren't available to you. If you wish to change the way you operate your *loan account* so you can access our *Interactive Services*, simply contact us.

21.4 When a third party uses our *Interactive Services*

Here's what you agree to in regards to any *authorised user*.

- (a) You agree that any *authorised user* can access information about your *loan account*.
- (b) You must ensure that any *authorised user* complies with this *contract* as if that *authorised user* was you. You'll be liable for any transactions on your *loan account* using the *Interactive Services*, even if you didn't *authorise* the transaction. You'll be responsible for all transactions by that *authorised user* as though you made them yourself.
- (c) You agree to indemnify us against all losses, liabilities and damages incurred by us as a result of us acting in accordance with an *authorised user's* instructions. We don't have to verify the identity of an *authorised user*, or ascertain whether they're authorised to transact on your *loan account*.

Keeping your *Codes* and security device secure

- 21.5.1 It's important to take all reasonable precautions to ensure your *Codes* and security device are not misused, and always remain secure and confidential. In particular, you must:
 - (a) ensure that your *Codes* are not disclosed to any unauthorised *person*;
 - (b) be careful to prevent anyone else seeing your *Codes* being entered when using the *Interactive Service*;
 - (c) avoid your *Codes* being recorded when accessing the *Interactive Service* (e.g. from a hotel phone where the numbers entered can be recorded for billing purposes, or via the internet on a public computer where the *website* and the *Codes* can be accessed by looking at the user's internet history);

- (d) keep any record of your *Access Code* and *Client Number* details separate and apart from each other;
 - (e) not let anyone else, whether acting as your representative or not, access our *Interactive Services* using your *Codes*.
 - (f) give your *security device* to anyone else or let them use it.
 - (g) not choose an *Access Code* that consists of repeated, ascending or descending numbers, or numbers that are associated with your birth date, *Client Number* or an alphabetic code which is a recognisable part of your name and
 - (h) keep any record of your *Codes* secure.
- 21.5.2 As soon as you suspect any unauthorised *person* knows your *Codes* or your *security device* is lost, stolen or used without your permission you must contact us immediately.
- 21.5.3 We can cancel any *access method* at any time and without notice if we believe it's being used in a way that can cause loss to you or us.

Warning:

Account Aggregation Services

Some companies provide account aggregation services that allow you to view account information from different institutions on the one web page. To use an account aggregation service, you're usually required to give the service provider your account details and your *access method*. We don't endorse, promote or authorise the use of account aggregations services in connection with your *loan account* or an *Interactive Service*. Please remember, if you disclose your *Access Code* to another *person*, you'll be liable for any transactions on your *loan account(s)* they make using that *access method*.

21.6 Your instructions

- 21.6.1 When using the *Interactive Service* your instructions will be carried out if:
- (a) they're permitted by this *contract*; and
 - (b) they comply with the directions we give you on how to use the *Interactive Service*. We can give you these directions orally or in writing for *phone banking* or in writing for *online banking*.
- 21.6.2 We have the authority to act on your or an *authorised user's* instructions in relation to any transaction. If it's not possible to carry out the instructions, the transaction may not be processed, we may defer processing the transaction or we may seek further information from you before carrying out those instructions. When you or any *authorised user* give us instructions using the

Interactive Service, those instructions cannot be altered or stopped. You're responsible for ensuring that you or any *authorised user* provide us with the correct instructions.

21.7 Transaction receipts

When using the *Interactive Service*, we'll provide you with an electronic receipt (for *online banking* transactions), or receipt information by voice communication (for *phone banking* transactions).

21.8 Availability of Interactive Services and accuracy of information

- 21.8.1 We'll try to ensure our *Interactive Service* is available to you as follows, for:
- (a) *phone banking*, 24 hours a day, seven days a week; and
 - (b) *online banking*, 24 hours a day, seven days a week.
- 21.8.2 We may withdraw or deny access to the *Interactive Service* without prior notice to you for repairs, maintenance or reasons of security. Your access to the *Interactive Service* will be automatically denied after three unsuccessful attempts to enter your *Client Number* and *Access Code*. If this happens, you must contact us to get access to the *Interactive Service*.
- 21.8.3 If there's an error, inaccuracy or omission in relation to the *Interactive Service* and you advise us in writing, we'll try to correct the error, inaccuracy or omission. We'll contact you to let you know when the problem is fixed.
- 21.8.4 If you instruct us to transfer money from your *loan account*, the transfer will generally take place:
- (a) the *business day* after you give us the instructions (if the instructions are given before our *cut-off time* on a *business day*);
 - (b) two *business days* after you give us the instructions (if the instructions are given after our *cut-off time* on a *business day*).
- For *cut-off times*, please refer to the FAQ section on our *website*.
- 21.8.5 If we are instructed to do so, we credit amounts to your *loan account* as soon as practicable after we receive them.



Fees and charges

- 21.9 Fees and charges apply to the *loan accounts* which you access through an *Interactive Service*. These fees and charges are stated in the *Loan Offer*.

○ Accessing the website

21.10 Additional Conditions for Accessing the Website

- 21.10.1 When you use the *website*, we grant you a limited licence to display on your computer, print, download and use the underlying HTML, text, hyperlinks, information, content and transaction facilities made available on this site for your personal use and records only. You are not permitted to modify, alter, transfer, interfere with the working of, reverse engineer, remove, create, distribute, or pass onto or link to or from another *website*, any part of the *website*.
- 21.10.2 Copyright in the *website* is owned by us and all rights are reserved. Except as provided in the limited licence and any use permitted by the Copyright Act 1968 (Cth), no part of the material may be reproduced or provided to the public, in any form or by any means, without or written permission.
- 21.10.3 The ING Bank or *ING DIRECT* trade marks and devices are trade marks owned by ING Groep N.V. except as provided in the limited licence, no permission is given for the reproduction or publication of any trade marks on the *website* by any *person*.
- 21.10.4 For the purpose of any email communications which are sent to us via the *website*:
- an email communication is not taken to be received by us until the email message enters our electronic mail box and is able to be opened in readable form by us; and
 - proof of an email being received by production of an electronic or paper record of the date and time that the email message entered our electronic or paper record of the date and time that the email message entered our electronic mail box and was able to be opened in readable form by us.

21.11 Termination of use

- You can terminate using our *Interactive Service* at any time by letting us know in writing.
- We can terminate your access to any *Interactive Service* at any time.

21.12 Recorded transactions

For accuracy, security and quality monitoring purposes, we can, at our discretion, tape-record *phone banking* transactions and make electronic copies or monitor any *online banking* transactions. If we monitor transactions for security reasons we'll let you know before the transaction starts.

22. The whole kit and caboodle of the Visa Card Facility

- The card
- How you can use your card
- Transactions outside of Australia
- Expiry date and replacement cards
- Cancelling the Visa facility
- De-activating your Visa card or PIN
- Security
- Liability

This section gives you the whole kit and caboodle about using the Visa card facility.

○ The card

The provisions of this clause 22 apply to any *loan* described in the *Loan Offer* that includes a *nil Interest Visa Account*.

22.1 Visa card

- As part of your *loan*, you have access to a Visa card.
- The Visa card entitles you to access the *nil interest Visa account* and cannot be linked to any other account.
- We'll send your Visa card to you by post as soon as practicable after the *settlement date*. You have to sign your card as soon as you receive it and phone us on 133 464 to activate it. Your Visa card remains our property.
- We'll forward a *PIN* to you separately and each card has its own *PIN*.

○ How you can use your card

- 22.2.1 The table below sets out the different ways in which you can use your Visa card and the *loan account* to which this amount of the purchase will be initially debited.

| How you can use your Visa card | To debit to SMART HOME LOAN account | To debit to nil interest Visa account |
|---|--|---|
| At a merchant who displays the Visa symbol – to buy goods or services | (various – see below) | Enter a <i>PIN</i> or sign |
| <i>EFTPOS</i> – to buy goods or services | Use the cheque button on the card machine and enter <i>PIN</i> | Use the savings button on the card machine and enter <i>PIN</i> |
| <i>EFTPOS</i> – to get cash | Use the cheque button on the card machine and enter <i>PIN</i> | Use the savings button on the card machine and enter <i>PIN</i> |
| <i>ATM</i> – to get cash | Use the cheque button and enter <i>PIN</i> | Use the savings or credit button and enter <i>PIN</i> |
| Over the counter – to get cash | | Without the <i>PIN</i> and with photo identification |

22.2.2 When a merchant displays the 'Visa' or 'EFTPOS' symbol they're not promising all their goods and services may be purchased with the Visa card.

22.2.3 We're not responsible if the merchant refuses to accept or honour a Visa card.

22.2.4 The price merchants charge for goods or services purchased with the Visa card may be different from the price the merchant charges for the same goods or services purchased with cash.

🔍 Obtaining a cash advance using your Visa card

22.2.5 We do not accept any responsibility for the goods or services purchased with the Visa card, unless required to do so by *law*. If you have a complaint about the goods or services, you must resolve this directly with the merchant. Any refund a merchant gives you is a matter between you and the merchant only. We're not responsible for any refund, unless the *law* says we are. If any merchant agrees to give you a refund, we'll credit your *loan account* once we've received confirmation of the refund from the merchant.

22.2.6 Subject to this clause 22, you can use your Visa card to get a cash advance from your *nil interest Visa account* in the following ways:

- at a branch counter of any financial institution displaying the 'Visa' symbol;
- through most *EFTPOS* outlets; or
- from any *ATM* with the Cashcard logo, as shown on your Visa card.

22.2.7 Some *ATMs* may not have money available for withdrawals and some merchants, financial institutions and/or *ATMs* may not accept Visa card. If the *ATM*

doesn't return your Visa card, contact us immediately, not the financial institution that owns the *ATM*.

🔍 Withdrawal limits

22.2.8 The maximum you can withdraw per day using your Visa card is \$1,000.00. However, the minimum or maximum amount of cash you can withdraw will depend on the financial institution or merchant. You may be required to produce additional identification.

22.2.9 Depending on how you use your Visa card, we'll debit the amount of any purchase or cash advance made using your Visa card to either your *nil interest Visa account* or your *loan account*. See the table at clause 22.2.1 for details.

🔍 Warning:

22.2.10 Your Visa card must not be used for any unlawful purpose, *including* buying goods or services prohibited by Australian *law*. We may refuse to authorise a transaction using your Visa card if it's been reported lost or stolen, or we have any other good reason to do so.

22.2.11 You may not make a deposit into your *loan account* at an *ATM*.

🔍 ATM fees

22.2.12 When using your Visa card you may incur *ATM* fees from the owner of the *ATM*. To find out whether any fees apply, read the *ATM* fee disclosure statement that appears on the *ATM* when making your transaction. Before you can complete the transaction you'll be asked whether the *ATM* operator can debit the fee from the account you're making the withdrawal from. At this point you can either agree to go ahead or opt out.

🔍 ATM rebates

22.2.13 We may rebate some or all of these *ATM* operator fees (for details, please refer to the Post-Settlement Fees and Charges booklet on our *website*). Other than certain *ATM* withdrawals, *ATM* rebates do not include currency exchange fees, fees for using overseas *ATMs*, fees imposed by merchants for *EFTPOS* transactions, or fees for *balance* enquiries or any transactions. We rebate eligible *ATM* operator fees based on the information we receive from Visa and *ATM* operators. If we don't rebate a fee you believe is eligible, call us on 133 464. We may modify, introduce a cap, or discontinue *ATM* fee rebates at any time.

🔍 Regular Payments

22.2.14 You should maintain a record of any *Regular Payment* you enter into with a merchant.

22.2.15 to change or cancel any *Regular Payment* you should contact the merchant at least 15 days prior to the next scheduled payment. Until you cancel the *Regular Payment* we must accept the merchant's transaction.

If possible you should retain a copy of the change/cancellation request. Should the merchant fail to act in accordance with these instructions you should contact the merchant first.

Transactions outside of Australia

- 22.3 (a) When your Visa card is used overseas, foreign currency amounts will be converted into Australian dollars as at the date they are processed by Visa International. The conversion rate is determined by Visa International.
- (b) You may not be able to use your Visa card at some ATMs overseas.

Expiry date and replacement cards

- 22.4 (a) Your Visa card is only valid during the period stated on the card and must not be used after this date. We may automatically issue you with a new Visa card before the expiry date without notifying you first.
- (b) We may issue a replacement Visa card to you at any time. If you wish to order a replacement card, call our Contact Centre on 133 464 during business hours. There may be a fee for this.
- (c) If your card number is changed you should request the merchant to change the details of your existing *Regular Payment* to ensure arrangements continue. If you do not do this your *Regular Payment* may not be honoured by us and the merchant may stop providing the goods and/or services.

Cancelling the Visa facility

- 22.5.1 You can cancel your Visa facility at any time by letting us know in writing. We may cancel your Visa facility at any time even if:
- (a) you're not in default; or
- (b) we haven't cancelled your *line of credit*.
- 22.5.2 If you or we cancel your Visa facility:
- (a) you must cut your Visa card(s) in half and let us know you've done so; and
- (b) you must cancel any payment, using your Visa card, scheduled to be made after the Visa facility is cancelled; and

- (c) we may not honour any transactions that happen after the Visa facility is cancelled.

- 22.5.3 You'll still be liable for any Visa card transactions processed before and after your Visa facility is cancelled.

De-activating your Visa card or PIN

- 22.6 (a) If you're in default under this *contract* we may de-activate your Visa card. Once your Visa card is de-activated you may not use your card to make purchases or get cash advances.
- (b) If you remedy the default we may reactivate your Visa card. This does not limit our right to cancel the Visa facility at any time.
- (c) Your *PIN* will be automatically deactivated after three unsuccessful attempts to enter your *PIN*. If this happens, you can ask us to re-set or re-activate your *PIN*. For us to do this, you'll need to have the Visa card in your possession.

22.7 Resolving complaints under the Visa card scheme

- (a) If we decide to resolve a complaint by exercising our rights under the rules of the Visa card scheme, then the following clauses of this clause 22.7 apply and clause 27.2 of the *Terms and Conditions* does not apply.
- (b) If we cannot immediately solve the problem, we will give you details, in writing, of our procedures for investigating and resolving problems.
- (c) We will try to complete our investigations and tell you the result in writing within the time limits specified in the rules of the Visa card scheme. If we cannot do so we will let you know in writing that we need more time.
- (d) We will then complete our investigations and tell you the result in writing (*including* reasons) within the time limits specified in the rules of the Visa card scheme unless there are exceptional circumstances.
- (e) If we are unable to complete our investigations within that time we will (unless we are awaiting a response we have requested from you) inform you of the reasons for the delay, provide you with reports every two months on the progress of the complaint and tell you the date when a decision can be reasonably expected.
- (f) We will suspend your obligation to pay any amount the subject of the complaint and any charges related to that amount until the complaint is resolved, and inform you of that suspension.

Security

22.8 Security for your *Visa Card* and *PIN*

22.8.1 Security of your *Visa Card* and *PIN* is very important. You must keep your *Visa Card* secure and your *PIN* secret. In particular, you must:

- (a) sign your *Visa card* as soon as you receive it;
- (b) not give your *Visa card* to anyone else or let anyone else use it;
- (c) check regularly to make sure you still have your *Visa Card*;
- (d) not disclose your *PIN* to anyone, *including* family and friends;
- (e) not indicate your *PIN* on your *Visa Card*, even if it's disguised;
- (f) not keep a record of your *PIN* (without making a reasonable attempt to protect the security of the *PIN*) in or on anything you usually carry with your *Visa card*, so that they could be stolen or lost at the same time; and
- (g) not act carelessly in failing to protect the security of the *PIN* in any other way.

If you breach this clause 22.8.1, you may be liable for losses suffered if the *Visa Card* is used without your permission.

Lost or stolen *Visa Card* and unauthorised use

22.8.2 If your *Visa Card* is lost, stolen, used without your permission or you suspect your *PIN* is known to someone else, you must give us all the details as soon as possible by calling:

- (a) the Customer Service Centre on 133 464; or
- (b) 1800 800 521 (24 hours a day).

When you notify us of the loss, theft or unauthorised use, we may give you a notification receipt number. If you don't notify us immediately, you may be liable for the unauthorised use.

Liability

22.9 Liability when using a *Visa card* without a card *PIN*

- (a) For transactions that don't need a *PIN*, you're not liable for any unauthorised transactions unless you've contributed to the losses by letting someone else use your *Visa card*, or unreasonably delaying in notifying us of the loss, theft or unauthorised use of your *Visa card*. Otherwise we may hold you liable for all transactions up to the time you notify us.

Concerns regarding your *Visa card*

- (b) If you dispute a transaction on your *Visa card*, we may claim a refund from the merchant's bank on your behalf in certain circumstances. This is known as a 'charge back'.
- (c) If you believe a transaction wasn't authorised or processed more than once to your *loan account*, let us know immediately. In certain circumstances, where the Electronic Funds Transfer Code of Conduct applies, there may be no set time limit for reporting a disputed transaction.
- (d) Our ability to claim a charge back is subject to the time limits imposed by the rules of the *Visa card* scheme. Depending on the type of transaction, these time limits are generally between 45 and 120 days from the transaction date. It's important to report any disputed transaction within the required timeframes, otherwise we may lose the right to claim a charge back.

23. Who's responsible?

- ⦿ **When you're not liable**
- ⦿ **When you'll have limited liability**
- ⦿ **When you're liable**
- ⦿ **Liability caused by equipment malfunctions**

23.1 Your liability for losses resulting from unauthorised transactions carried out using an *access method* is determined under the Electronic Funds Transfer Code of Conduct and not under clause 21.5 or clause 22.8 of these *Terms and Conditions*.

The following clauses 23.2 to 23.6 apply to all transactions carried out under this *contract* using an *access method*.

⦿ **When you're not liable**

- 23.2 You're not liable for losses that:
- (a) result from unauthorised transactions if it's clear that you or an *authorised user* haven't contributed to the loss;
 - (b) are caused by the fraudulent or negligent conduct of our employees or agents, any company involved in our networking arrangement, merchants linked to the electronic funds transfer system or their employees or agents;
 - (c) relate to any component of an *access method* that's forged, faulty, expired or cancelled;
 - (d) result from unauthorised transactions happening after you've notified us that the security of your *Codes* has been breached, or your *Visa card* or *security device* has been lost, stolen or used without your permission;
 - (e) arise from transactions which require the use of a *Visa card*, or *Codes* forming part of your *access method* and which occurred before you received your *Visa card*, or *Codes*; or
 - (f) result from the incorrect debiting of the same transaction more than once to the same account.

⦿ **When you'll have limited liability**

- 23.3 If it's not clear whether you've contributed to the loss caused by an unauthorised transaction in a way described in clause 23.4 or clause 23.5, you'll be liable for the least of:
- (a) \$150; or
 - (b) the *credit limit* of the *loan account* from which value was transferred during the unauthorised transaction; or
 - (c) the actual loss at the time we're notified that the security of your *Codes* has been breached, or your *Visa card* and *security device* has been lost, stolen or used without your permission (excluding that portion of the losses incurred on any one day which exceeds any applicable daily transaction or other periodic transaction limit(s)).

⦿ **When you're liable**

- ⦿ **Liability for unreasonably delaying notification:**
- 23.4 Subject to clause 23.6, if we can prove on the balance of probabilities that you or an *authorised user* have contributed to the loss caused by an unauthorised transaction, by unreasonably delaying notification to us that the security of your *Codes* or *Visa card* or *security device* has been compromised after you became aware of the loss, theft or breach, you'll be liable to us for the actual losses incurred between the time you first became aware of any of these events and the time we are actually notified of the relevant event.
- You will not be liable for that part of the total losses incurred on a *loan account* which is more than the *balance* of the account or the losses incurred on any *loan accounts* that we had not agreed with you could be accessed using the *Interactive Service*.
- 23.5 Subject to clause 23.6, if we can prove on the balance of probabilities that you or an *authorised user* have contributed to loss caused by the unauthorised transactions by:
- (a) voluntarily disclosing the *Codes* to anyone. If you disclose the *Codes* and we can prove on the balance of probabilities it was the main factor in causing the loss you'll still be liable under this clause;
 - (b) indicating the *PIN* on the *Visa card*;
 - (c) failing to keep any record of your *Access Code* and *Client Number* separate and apart from each other, or failing to keep any record of your *PIN* separate

and apart from your Visa card (without making any reasonable attempt to protect the security of the Access Code or PIN) so that they could be stolen or lost at the same time;

- (d) if we allow you to change your Access Code or PIN (which we do not currently do in relation to the PIN), despite our specific instructions not to select an easily recognisable sequence of numbers such as, your birth date, or an alphabetical code that forms part of your name, selecting such a numeric or alphabetical code;
- (e) acting fraudulently; or
- (f) acting with extreme carelessness in failing to protect the security of the Codes, Visa card and security device in any other way,

you are liable for the actual loss suffered before we are notified of the misuse, loss or theft of your Visa card or security device forming part of the access method or the breach of the security of the Codes.

23.6 Despite clauses 23.4 and 23.5 above, you're not liable for that portion of the loss incurred:

- (a) on any one day that exceeds any applicable daily transaction limit;
- (b) in a period that exceeds any transaction limit applicable to that period; or
- (c) that exceeds the credit limit applying to your loan account during the period.

Liability caused by equipment malfunctions

The following clauses 23.7 to 23.9 apply to all transactions performed using the Interactive Service or a Visa card.

23.7 Subject to any warranties implied by law that cannot be excluded, we're not responsible for:

- (a) error, inaccuracies, interruptions, viruses/defects due to any system or equipment failing to complete a transaction;
- (b) delays resulting from any network, system or equipment failing to support the Interactive Service, Visa card and security device.
- (c) any Interactive Service or Visa card system failing to complete your transaction instructions.

23.8 Subject to any warranties implied by law that cannot be excluded, we are not liable for any loss or damage (including without limitation losses or damages for loss of profits, business interruption, negligence or wilful conduct, loss of information, indirect, special, punitive or consequential losses of damages) arising out of:

- (a) the inability to use the Interactive Service or your Visa card where you were aware, or should have been aware, that the service or any system or equipment necessary to operate the service were unavailable for use (other than the correction of any errors on your loan account and the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning);
- (b) reliance on information obtained through the use of the Interactive Service or your Visa card;
- (c) any errors, inaccuracies, omissions, interruptions, viruses/defects or other malfunction which arise from the use of the Interactive Service or your Visa card where you were aware, or should have been aware, that the services or any system or equipment necessary to operate them was malfunctioning, (other than the correction of any errors on your loan account and the refund on any charges or fees imposed on you as a result of the system being unavailable or malfunctioning).

23.9 Where our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by law and at our option, our liability is limited to:

- (a) re-supplying the information or services to you (including correcting any errors in your loan account); or
- (b) paying the cost of re-supplying the information or services to you.

24. All about BPAY

- How to use BPAY
- Payments
- Processing Times
- Liability

Here's everything you need to know about the BPAY® Scheme. This clause 24 will apply to you if you ask us to make a payment through the BPAY® Scheme. We're a member of the BPAY® Scheme, an electronic payments scheme where you may instruct us to make payments on your behalf to a *biller*. We'll let you know if we're no longer a member of the BPAY® Scheme.

How to use BPAY

24.1 How to use the BPAY® Scheme

- You can make a BPAY® payment by accessing our *Interactive Service* (*phone banking* or *online banking*). The payment can be made by withdrawing cleared funds from any *loan account* for a type of *loan* that we indicate on our *website* has BPAY® available. We'll treat an instruction to make a BPAY® payment as authorised by you when you give us your *Access Code*.
- To make a BPAY® payment you need to give us the number of your *loan account* from which you want us to deduct the BPAY® payment, the amount of the payment, the *biller code* and customer reference number, and the date you want the payment made. We'll debit your *loan account* with the amount of the BPAY® payment. In order for us to make the BPAY® payment you need to make sure the information you provide is correct and there are sufficient funds in your *loan account* for any BPAY® payments. We are not acting as your agent or the

agent of the *biller* when we make a BPAY® payment on your behalf.

- Currently, we don't allow you to use a credit card to pay bills through the BPAY® Scheme. If we ever do, we'll treat that payment as a credit card purchase transaction.

Payments

- 24.2.1 We may impose limits on the amount of BPAY® payments. We can also decide the order in which payments will be processed.
- 24.2.2 Once you've instructed us to make a BPAY® payment, we cannot stop the payment except for future-dated payments, which can be cancelled before the payment due date. You can cancel a future dated BPAY® payment by notifying us in writing or by visiting our *website*.

Processing Times

- 24.2.3 *Billers* who participate in the BPAY® Scheme agree that generally they'll treat a BPAY® payment as received:
 - on the day you make the BPAY® payment, if you tell us to make that payment before the *cut-off time* on a *business day* (for *cut-off times*, please refer to the *FAQ* section on our *website*); or
 - on the next business date, if you tell us to make that payment either after the *cut-off time* on a *business day* or on a day that is not a *business day*.
- 24.2.4 There may be additional processing time of one day or more when there's a public or bank holiday the day after you tell us to make a BPAY® payment, you tell us to make a BPAY® payment either after the *cut-off time* on a *business day* or on a *non-business day*, or the *biller* or another financial institution involved in the BPAY® payment doesn't meet their obligations under the BPAY® Scheme. We're not responsible for any delay in making or processing a BPAY® payment.

It pays to check

- 24.2.5 You need to make sure you tell us the correct amount you wish to pay. If you instruct us to make a payment to a *biller* and discover that:
 - the amount you told us to pay is greater than the amount you needed to pay, contact the *biller* for a refund; or
 - the amount is less than the amount you needed to

pay, you should pay the difference (using the BPAY® Scheme or another method).

24.2.6 Make sure you check your *loan account* records carefully and contact us immediately if you become aware:

- (a) you've made a mistake when instructing us to make a BPAY® payment, or there are any delays or mistakes in processing your BPAY® payment;
- (b) you didn't authorise a BPAY® payment from your *loan account*; or
- (c) you think you've been fraudulently induced to make a BPAY® payment.

24.2.7 A mistaken or incorrect BPAY® payment does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that *biller*.

🔒 If a payment cannot be processed

24.2.8 If we're notified that a *biller* cannot process your BPAY® payment, we'll let you know, credit your *loan account* with the amount of the BPAY® payment and if you wish, help you make a BPAY® payment to that *biller* as soon as possible.

🔒 Liability

24.3 Liability for unauthorised transactions, fraud, loss and damage

- (a) Except as set out in this clause 24.3, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme. Liability for losses arising from unauthorised or fraudulent BPAY® payments is governed by clauses 23.2 to 23.6. If you are liable for a transaction or loss of funds by virtue of those liability provisions, you must pay us the amount if we do not recover it after 20 *business days* of us attempting to do so from the *person* who received it.
- (b) We're not liable for any consequential loss or damage you suffer as a result of using the BPAY® Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by *law* in *contract* for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.
- (c) You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us if you don't observe any of your obligations under this clause 24.3, or acted negligently or fraudulently in connection with this *contract*.

- (d) If a BPAY® payment is fraudulently induced by a *person* involved in the BPAY® Scheme, that *person* should refund you the payment. If that *person* does not do so, you have to bear the loss unless someone involved in the BPAY® Scheme knew of the fraud, or would have detected it with reasonable diligence. In this case, that *person* must refund you the payment.
- (e) If you tell us there's been an unauthorised BPAY® payment from your account, we can only act if you give us your written consent (addressed to the *biller* who received the BPAY® payment), giving us permission to get the information we reasonably need from the *biller* to investigate the BPAY® payment.
- (f) We may suspend your right to participate in the BPAY® Scheme at any time *included* (but not limited to) if you are suspected of acting in a fraudulent manner.
- (g) If there is an inconsistency between the other terms and conditions applying to your account and the *Terms and Conditions* in this clause 24.3, the *Terms and Conditions* in this clause 24.3 will apply to the extent of that inconsistency.

BPAY® is a registered trademark of BPAY Pty Ltd
ABN 69 079 137 518.



25. Do not disturb

This is all about something very important – your privacy, something we respect greatly. It may sound a bit formal, but we have your best interests in mind.

Privacy Statement

We have a general duty under the Privacy Act and the Code of Banking Practice to keep information we hold about you confidential except in certain circumstances (for example, where the law requires us to disclose information about you or where you agree to us disclosing your information).

We are also bound by the Privacy Act and the National Privacy Principles (**NPPs**) regulated by the Federal Privacy Commissioner to guide us in our responsible handling of personal information.

The *ING DIRECT* Privacy Statement provides an overview of the key aspects of our Privacy Policy in relation to your personal information *including*:

Collection of your personal information from you or other sources;

We only collect such personal information as is necessary to manage your account and to communicate with you about us and the products and services we offer. We also collect any personal information necessary for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

You consent to our use and disclosure of your personal information as outlined in this privacy statement. If you do not provide your personal information, we may be unable to provide you with an appropriate level of service.

Use and disclosure of your personal information

There may be occasions where we need to disclose your personal information to:

i Other financial institutions

To other financial institutions, *such as* banks, credit unions and building societies, in order to set up and manage your account and manage banking transactions.

ii Other organisations

Other ING Group entities and third parties, *such as*:

- ING Group companies in order to service other ING products you may have within the Group and portfolio analysis;
- ING Group entities located overseas for account administration and security purposes;
- ING Group entities for marketing purposes;
- Organisations undertaking reviews of the accuracy and completeness of our information;
- Authorised organisations providing confidential mailing services, maintenance of our information technology systems, and printing of our standard documents and correspondence;
- Organisations providing analysis and research to *ING DIRECT* regarding our products, services and customer relationships;
- Our solicitors, valuers and insurers for our *loan* products; and
- Credit reporting or information verification agencies in order to obtain and provide details of credit history or status or to verify other information about you *including* your identity.

We only disclose personal information to such organisations for the provision of the specified services.

Personal information will only be disclosed to other third parties if we are permitted, authorised or required to do so *by law*; you have authorised us to do so; or it is necessary to assist with law enforcement.

Access to your personal information;

You may request access to the personal information that we hold about you, your account(s) and any other *ING DIRECT* products or services by contacting us directly on 133 464 or by writing to the *ING DIRECT* Privacy Officer at GPO Box 4094, Sydney NSW 2001. Requests for access to your personal information may only be made by you.

Receipt of further ING Group information;

We, or other ING Group entities, may provide you with further information about ING Group products and services. You may elect not to receive further information about us or ING Group products and services by contacting us online, calling or writing to us. If you have provided an email address to us, we may contact you using that email address, *including* to provide you with information about *ING DIRECT* or our products.

🔒 Updating your personal information;

ING DIRECT relies on the accuracy of information that you supply to us. If any of your personal information is incorrect, has changed or requires updating, please assist by either:

- updating your details in the “My Personal Details” section found in your menu selection after you log in.
- contacting us by phone with your *Client Number* ready.



Credit Information

You consent to our use and disclosure of your personal information as outlined in this privacy statement, you agree that ING DIRECT and any other financier who at any time provides or has an interest in the credit, can do any of the following at any time:

i Commercial credit information

Collect and use commercial credit information to assess an application for consumer credit or commercial credit.

ii Consumer credit information

Collect and use consumer credit information to assess an application for consumer credit or commercial credit.

iii Collection of overdue payments

Collect and use a credit report provided by a credit reporting agency to collect overdue payments.

iv Provide information to mortgage insurer

Disclose information to a mortgage insurer to assess the risk of providing mortgage insurance or to assess the risk of default.

v Exchange of information between credit providers

Collect, use or disclose to another credit provider (*including* without limitation any other credit provider who has lent money on the same *security*) any information or opinion about credit worthiness, credit standing, credit history or credit capacity.

vi Exchange of information with introducers

Collect any consumer or commercial credit information from, or disclose that information to, any introducer, financial consultant, accountant, lawyer, or intermediary (*including* any introducer mentioned on the front page of this application form) acting in connection with any financing provided.

vii Provide information to credit reporting agencies

Disclose to a credit reporting agency personal or commercial information. The information may include identity particulars; the fact that credit has been applied for and the amount; the fact that the lender is a current credit provider; payments which become overdue more than 60 days, and for which action is commenced; advice that payments are no longer

overdue; advice that cheques drawn have been dishonoured more than once; in specified circumstances that in the opinion of the lender there has been a serious credit infringement; and the credit provided has been paid or otherwise discharged.

viii Provide information for securitisation

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

ix Provide information to guarantors

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

ix. Provide information in relation to disputes and enquiries

Disclose consumer credit information, commercial credit information, and personal information to any industry body, tribunal, or court or otherwise in connection with any complaint regarding the approval or management of your *loan* – for example if a complaint is lodged about any mortgage broker or lender who dealt with your *loan*.

ix. Authority in relation to a mortgage insurer

You also agree that this authority applies to any mortgage insurer, who may have to use any personal information they collect in order to assess whether to insure the risk of providing mortgage insurance or to assess the risk of default, as well as for other internal management and risk purposes.

If you would like further information regarding privacy you can review the ING Privacy Policy online at our *website* or request a copy by either calling or writing to us.

26. For trustees only

- 26.1 If you or any *guarantor* is at any time a trustee of a trust, you must let us know before we lend you any of the *loan*. Where you or any *guarantor* is at any time the trustee of any trust whether disclosed to us or not, you represent and warrant that:
- the trustee of the trust is liable under your *contract* and any *security* to which it is a party in its personal capacity and as trustee of the trust;
 - the trustee has free and full power to enter into your *contract* and any *security* to which it is a party in its capacity as trustee of the trust;
 - it is to the commercial benefit of the trust that the trustee enters into your *contract* and any *security* to which it is a party in its capacity as trustee of the trust; and
 - the trustee has the right to be indemnified fully out of the trust property for all liabilities that you incur under this agreement.
- 26.2 You must get our consent to:
- a change of trustee; or
 - terminate the trust; or
 - change the terms of the trust.

27. R.E.S.P.E.C.T

- What to do if you have a concern
- Details of your concern
- Escalating a concern
- Details of what we'll do
- Who else to contact

We believe you're entitled to efficient, honest and fair treatment in your dealings with us, especially if something goes wrong.

If we can improve our service we welcome your feedback. If you have any issues, suspect an error, or have any concerns about your accounts, we genuinely want to help resolve them.

What to do if you have a concern

- 27.1 If you believe that an error has occurred in relation to any transaction, or on the statement of your *loan account*, or an unauthorised transaction has occurred, contact us straightaway. You can contact the *person* or department that handled the transaction by calling, writing or visiting us. Our details are on the back page of these *Terms and Conditions*.
- 27.2 When you first contact us in regards to a dispute, we will give you information about our internal and external processes of dispute resolution. You will again be provided with information of the external processes, when we inform you of the outcome of our investigations.

Details of your concern

- 27.3 To help us resolve your concern or complaint it's important to give us all the information you have, *such as*:
- your name, address and *loan account* details (and Visa card number if applicable);

- (b) details of the particular transaction *including* the amount, type of transaction (cheque, Visa, periodical payment etc), date of the transaction (if known), cheque number (if any) and a copy of the receipt.
- 27.4 We may need to confirm some of the information in writing. Once we receive everything, we'll be able to investigate your concern or complaint and work towards a resolution.

Escalating a concern

- 27.5 If we're unable to resolve your concern or complaint at the first point of contact you can escalate it for further review. Or we may need to escalate complaints that are complex or need more detailed investigation.
- 27.6 We have a formal process for managing escalated complaints. Once a complaint has been escalated, we'll keep you informed of its progress. We'll contact you if we need more information to help with our investigation.

Details of what we'll do

- 27.7 If we're unable to resolve your concern or complaint we'll give you details in writing of our procedures for investigating and resolving problems. Within 21 days of receiving the relevant details of your complaint we'll let you know in writing the outcome of the investigation, that we need more time to complete our investigation or we're awaiting further information from you. If there are exceptional circumstances where we can't complete the investigation within 45 days, we'll; inform you of the reasons for the delay, give you monthly updates and let you know when a decision can reasonably be expected, unless we're waiting on a response from you, which we have told you we require. Once we've completed our investigation we'll confirm the outcome and the reasons for that outcome.
- 27.8 If, as a result of our investigation, we discover that your *loan account* has been incorrectly debited or credited, we'll adjust the *loan account* (including appropriate adjustments for interest and/or fees and charges) and let you know of this amount in writing.
- 27.9 If, in our view, you're liable under clause 5 or 6 of the Electronic Funds Transfer Code of Conduct for at least part of the amount of the transaction that is subject to dispute, we'll:

- (a) make available to you copies of any documents or other evidence relevant to the result of the investigation; and
- (b) let you know in writing whether our investigations revealed any systems or equipment malfunction.

Who else to contact

- 27.10 In the unlikely event that your complaint cannot be resolved directly with *ING DIRECT* you can seek assistance from the Financial Ombudsman Service (FOS). The FOS provides a free and independent dispute resolution service. You can contact them by:
- a) calling 1300 780 808;
- b) going to fos.org.au;
- c) faxing 03 9613 7345; or
- d) writing to:
Financial Ombudsman Service
GPO Box 3
Melbourne VIC 3001.

28. General

(but still important) information

- Notices
- Governing Law
- Consumer Credit Legislation
- Assignment
- Inconsistency
- Stops on your loan account
- Other

○ Notices

- 28.1 We may send you notice or any document by any means permitted by *law*, including by personal delivery, sending it by fax, sending it electronically (*including email*) or sending it by post to your:
- (a) address shown in the *Loan Offer*;
 - (b) registered office (if you are a company); or
 - (c) last address known to us.
- Electronic communication may include sending you the notice or document by email, or making it available for a reasonable period of time on our *website*.
- 28.2 If you agree, in writing, for us to send you notices electronically (*including email*):
- (a) we don't have to give you paper documents, unless required to do so by *law*;
 - (b) you should regularly check your emails for notices (if you've agreed to receive notices by email);
 - (c) you may withdraw your consent to the giving of notices electronically at any time; and
 - (d) you can change your nominated email address.

- 28.3 A notice may be signed by any of our employees, solicitors or agents on our behalf. The notice will be deemed to be validly served even if you don't receive it.
- 28.4 You may give us notice by email, personal delivery, fax or by post to the address stated in the *Loan Offer*.
- 28.5 If, in reliance on notices received by us from you, you or we suffer loss or damage because your instructions were:
- (a) in error;
 - (b) a result of fraud; or
 - (c) unclear, illegible or not accurate,
- you'll be liable for any such loss or damage.

○ Governing Law

- 28.6 If, when this *contract* is entered into, each of you reside in the same Australian State or Territory then this *contract* is subject to the *laws* of that State or Territory. Otherwise, this *contract* is subject to the *laws* of the Australian State or Territory in which we first provide the *loan*.
- 28.7 You submit to the jurisdiction of the courts of the Australian State or Territory whose *laws* apply to this *contract* and the proper jurisdiction of any other court.

○ Consumer credit legislation

- 28.8 If:
- (a) a Consumer Credit Code would otherwise make a provision of this *contract* illegal, void, or unenforceable; or
 - (b) a provision of this *contract* would otherwise contravene a requirement of the Code or impose an obligation or liability which is prohibited by that Code,
- this *contract* is to be read as if that provision were carried to the extent necessary to comply with that code or, if necessary, omitted.
- 28.9 If a Consumer Credit Code is inconsistent with this *contract* that Code overrides this *contract* to the extent of the inconsistency.
- 28.10 Clauses 28.8 and 28.9 only apply to the extent that a Consumer Credit Code applies to this *contract*.
- 28.11 Subject to clauses 28.8 and 28.9, any provision of this *contract* that is illegal, void or unenforceable shall be ineffective only to the extent of such illegality, voidness or unenforceability without invalidating the remaining provisions of this *contract*.

Assignment

- 28.12 We may assign or otherwise deal with our rights under this *contract* in any way we consider appropriate. You must sign or do anything we reasonably require to enable us to do this. You agree that we may disclose any information or documents we consider desirable to help us exercise this right.
- 28.13 Your rights are personal to you and may not be assigned without our written consent.

Inconsistency

- 28.14 This *contract* and any *security* given by you set out the entire agreement between you and us. They override any representations made by us before you entered into this *contract*.
- 28.15 If there is any conflict or inconsistency between the *Loan Offer*, the *Fee Schedule*, these *Terms and Conditions* and any *security*, those documents will prevail in that order to the extent of the inconsistency.
- 28.16 To the extent allowed by *law* and subject to clauses 28.8, 28.9 and 28.11 this *contract* prevails to the extent it is inconsistent with any *law*.

Stops on your loan account

- 28.17 Subject to the requirements of any *law*, we may place a stop on your *loan account* if:
- (a) you're in breach of any provision of this *contract*;
 - (b) we become aware of any dispute or potential dispute which in our opinion has a bearing on the account. This *includes*, who owns or may operate the *loan account*, and whether we've received authorised or valid instructions. We may place a stop on the account until the dispute has been resolved in a manner acceptable to us; or
 - (c) we're required to do so by *law*.

Other

- 28.18 You must let us know if you change your name, residential or postal address or if anything affects your ability to comply with this *contract*.

- 28.19 You agree that we may fill in any blanks in any document related to this *contract*.
- 28.20 We and other *persons* may pay or receive commissions, fees or benefits in connection with your *loan*. Any *person* who introduces you to us is not acting as our agent. Nor are they authorised to make any representations or warranties to you about your *loan*, this *contract* or any of our obligations.
- 28.21 This *contract* may be signed in a number of counterparts and all of the counterparts will be taken to be one agreement.
- 28.22 At any time, we may exercise a right, or remedy or refuse to give our consent in any way we consider appropriate *including* by imposing conditions.
- 28.23 Our rights and remedies under this *contract* are in addition to other rights and remedies provided by *law* independently of it.
- 28.24 Our rights and remedies under this *contract* may be exercised by any of our employees or any other *person* we authorise.
- 28.25 We may give you a certificate about a matter or about an amount payable in connection with this *contract*. The certificate is sufficient evidence of the matter or amount unless it's proved to be incorrect.
- 28.26 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.
- 28.27 You must pay all amounts due under this *contract* in full without setting off amounts you believe we owe you and without counter claiming amounts from us.
- 28.28 If there's more than one of you, we'll accept instructions to operate your *loan account* from a minimum of:
- (a) any one of you (if your *loan* includes a *nil Interest Visa account*); and
 - (b) all of you (in any other case, unless we agree otherwise in writing).
- 28.29 If there's more than one of you under this *contract*, each of you is jointly and severally liable under this *contract* and liable for the full amount owed under this *contract*. We will allow any one of you to terminate your liability in respect of future advances or financial accommodations under this *contract* if you ask us, in writing, to do so, provided that we can terminate any obligation we have to provide further credit to any other one or more of you under this *contract*.
- 28.30 We subscribe to the Code of Banking Practice published in May 2004. If you are an individual, or a small business at the time this banking service is provided, that Code will apply to the *contract*. You can ask us for a copy of

- the Code of Banking Practice, or download it at www.bankers.asn.au.
- 28.31 To the extent that the Electronic Funds Transfer Code of Conduct applies to transactions made under this *contract*, we warrant that we will comply with the requirements of that Code.
- 28.32 We'll give you, on request general descriptive information concerning our banking services, *including* information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you're in financial difficulty and the advisability of you reading the *Terms and Conditions* that apply to your *loan*. We will also give you, on request and when you open an account with cheque access (if applicable), general descriptive information on cheques and cheque access.
- 28.33 You must provide us with any document or information we reasonably require in relation to this *contract* or any *security* as soon as possible after we ask for it.
- 28.34 If you have another account with us, we can combine your accounts. If one account is in debit and the other in credit and we combined the accounts, the credit balance would reduce the debit balance.

29. Explaining words in Plain English

To make the following words, names and terminology easier to reference, we've italicised them throughout this booklet.

29.1 In this *contract*:

"**Access Code**" the confidential password only known to you that you use to access your account(s) using an *Interactive Service* and *includes* your temporary *Access Code*.

"**access method**"

(a) the use of:

- your *Access Code* and *Client Number*; or
- your Visa card and *PIN*; or

(b) any other method authorised by us for use by you as an authority for us to act on an instruction given through *electronic equipment* to debit or credit your *loan account*.

It doesn't include any method that needs your signature for verification.

"**additional payments**" repayments in addition to those required under clause 12.1 of these *Terms and Conditions*.

"**amount of credit**" or "**loan amount**" as at the *disclosure date*, the amount stated in the *Loan Offer* and described as the *amount of credit* or *loan amount* as varied from time to time.

"**ATM**" automatic teller machines of selected financial institutions as we advise you from time to time.

"**authorised user**" any *person* you authorise to use the *Interactive Service* to operate your *loan account*.

"**balance**" in relation to a *loan account*, means the difference between all amounts credited and all amounts debited to that *loan account* where the amounts debited exceed the amounts credited.

"**biller**" an entity that issues you a bill which you can pay using the BPAY® Scheme.

"**break costs fee method**" means the method of calculating break costs described in clause 2.2.4.

"**builder**" the licensed *builder* you choose to complete the *construction*.

"**business day**" means a day other than a Saturday or Sunday or public holiday when we are open for general banking business in your State or Territory.

"**Client Number**" the number we give you to use with your *Access Code* in order to use an *Interactive Service*. We generally only allocate one *Client Number*, regardless of the number of accounts you hold with *ING DIRECT*.

“**Codes**” your *Access Code*, *PIN* and any additional *Security Code* as a result of our *enhanced security measures*.

“**construction**” the *construction* of a residential dwelling on the *mortgaged property*.

“**Construction Loan**” the *loan* described in your *Loan Offer*, or in a subsequent communication from us, as a *Construction Loan*.

“**Construction Loan Valuation**” a written *valuation* from a valuer, approved by us, which:

- (a) estimates the value of the *mortgaged property* upon completion;
- (b) estimates the value of the *mortgaged property* prior to completion; and
- (c) details the status of *construction* before each progress payment.

“**construction period**” the period which begins on the *disclosure date* of your *Construction Loan* and ends 12 months after that *settlement date* or any other date we agree with you in writing.

“**contract**” this is the *contract* (as varied from time to time) you make with us when you accept our *Loan Offer*. It consists of the *Loan Offer*, the *Fee Schedule* and these *Terms and Conditions*.

“**costs**” *includes* charges, expenses and *costs* in connection with legal and other advisers.

“**credit limit**” the amount we determine to be the *credit limit* or *credit limits* applying to a *loan account* from time to time. As at the *disclosure date*, the *credit limit* is described in the *Loan Offer*.

“**cut-off time**” the time by which transactions, instructions and payments need to be made (for *cut-off times*, please refer to the FAQ section on our *website*).insert where on the *website* the *cut-off time* will be stated)).

“**daily balance**”

- for a day on which an interest charge is debited to your *loan account* and where the debit made on that day includes the interest charge for that day, the *balance* of that *loan account* immediately before the end of that day; and
- for any other day, the *balance* of your *loan account* at the end of that day.

“**daily default rate**” the rate described as the current default *interest rate* in the *Loan Offer* divided by 365.

“**disclosure date**” the date described as that in the *Loan Offer*.

“**EFTPOS**” Electronic Funds Transfer at Point of Sale.

“**electronic equipment**” electronic terminal, computer and telephone.

“**enhanced security measure**” any additional security measure that we may register you for or require you to register for and use when transacting on your *loan account(s)*. This may *include* a method that requires additional means of authentication *including* but not limited to the use of a *Security Code*.

“**Fee Schedule**” the document entitled “*Fee Schedule*” in the *Loan Offer*.

“**fixed rate account**” each *loan account* we open in your name where the *interest rate* is fixed for a *fixed interest period*.

“**fixed rate loan**” a *loan* where the *interest rate* is fixed for a *fixed interest period*.

“**fixed interest period**” any period described as that in the *Loan Offer*, any other period for which your *interest rate* is fixed, or such other *fixed interest period* which we may agree.

“**guarantor**” any *person* who gives us a guarantee for your *loan*.

“**home loan**” a *loan* of an *amount of credit* as described in the *Loan Offer*, or any *loan* we agree in writing is a *home loan*.

“**including**” or “**such as**” not limited to the examples given.

“**ING DIRECT**” ING Bank (Australia) Limited (ABN 24 000 893 292) (AFSL 229823) of 140 Sussex Street, Sydney, New South Wales.

“**Interactive Service**” any service you can access electronically using a secret code, *such as* an *Access Code* and/or personal identifiers. It also includes our interactive phone and banking service and the *ING DIRECT website*.

“**interest rate**” each rate described as an annual percentage rate or an *interest rate* in the *Loan Offer* and any other annual percentage rate or *interest rate* that applies under your *contract*.

“**law**” means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of them).

“**line of credit**” a *loan* that your *Loan Offer*, under the heading “FINANCIAL INFORMATION”, indicates has a *credit limit* or any *loan* that we agree has a *credit limit*.

“**loan**” any credit facility provided or to be provided under your *contract* and, where applicable, includes any part of the credit provided under that credit facility.

“**loan account**” the account(s) we establish in your name for the purposes of this *contract* and includes the *nil interest Visa account*.

“**Loan Offer**” the document entitled “*Loan Offer*”.

“**loan term**” or “**term**” the period described as the *loan term* or *term of the loan* in the *Loan Offer*. If the *loan term* is varied, the *loan term* will be the *term* as varied.

“**mortgaged property**” the property the subject of any *security*.

“**nil interest Visa account**” an account we establish in your name for the purpose of this *contract*.

“**nominated account**” a deposit account you hold in Australia, with us or another financial institution, acceptable to us and nominated by you;

“**online banking**” our *online banking* system which we may from time to time operate and which you access from our *website* transaction facility you use by accessing the *website*.

“**Orange Advantage**” the loan described in your *Loan Offer*, which has an Orange Everyday account linked to it.

“**person**” *includes* an individual, the estate of an individual,

a corporation, an authority, an association or joint venture (whether incorporated or not), a partnership and a trust.

“**phone banking**” our automated banking system that you can access using a touch tone phone.

“**PIN**” the confidential personal identification number we issue or you select when accessing your *loan account* electronically with your Visa card. This number must be kept secret.

“**Regular Payment**” is a pre-arranged automatic debit from your account to a specific third party, through BPay or Direct Debit.

“**scheduled balance**” on any day, the amount which would have been the *balance* of your *loan account* on that day (as determined by us) if you had paid all amounts payable by you under this *contract* in respect of that *loan account* on their respective due dates and you had not repaid any part of the *balance* early.

“**security**” each *security interest* described in the *Loan Offer* under “*Security*”, “*Guarantee*” or “*Additional Security*” and any substitute or additional *security interest* given to us in connection with this *contract* includes the *security deposit*, if any.

“**Security Code**” an additional code that we provide you with to conduct certain transactions as a result of our *enhanced security measures*.

“**security deposit**” has the meaning given to it by clause 14.

“**Security device**” a physical device used as part of our enhanced security measures.

“**security interest**” any mortgage, charge, lien, pledge, trust, power or other rights given or to be given as or in effect as *security* for the payment of money or performance of obligations. It also includes a guarantee and indemnity.

“**security provider**” each *person* (other than yourself) who gives *security* over the *mortgaged property*.

“**settlement date**” the date any credit under this *contract* is first debited to your *loan account*.

“**Terms and Conditions**” means this document.

“**valuation**” and “**Construction Loan Valuation**” a written *valuation* from a valuer, approved by us, which estimates the value of the *mortgaged property*.

“**website**” our *website* at www.ingdirect.com.au or any other internet *website* we advise you in writing is a *website* under this *contract*.

29.2 In this *contract*:

- (a) the singular includes the plural and vice versa;
- (b) where any word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (c) a reference to a document (*including* this document) is to that document as varied, ratified or replaced from time to time; and
- (d) a reference to you *includes* your successors and assigns.

30. Information statement

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the *Terms and Conditions* of your *contract*.

If you have any concerns about your *contract*, contact your credit provider and, if you still have concerns, contact your Government Consumer Agency, or get legal advice.

The Contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a pre-contractual statement containing certain information about your *contract*. The pre-contractual statement and this document, must be given to you before-

- your *contract* is entered into; or
- you make an offer to enter into the *contract*;

whichever happens first.

2. How can I get a copy of the final contract?

If the *contract* document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final *contract* within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the *contract* document to keep.

If you want another copy of your *contract* write to your credit provider and ask for one. Your credit provider may charge

- you* a fee. Your credit provider has to give *you* a copy –
- within 14 days of your written request if the original *contract* came into existence 1 year or less before your request; or
 - otherwise within 30 days of your written request.

3. Can I terminate the *contract*?

Yes. *You* can terminate the *contract* by writing to the credit provider so long as –

- you have not obtained any credit under the *contract*; or
- a card or other means of obtaining credit given to *you* by your credit provider has not been used to acquire goods or services for which credit is to be provided under the *contract*.

However, *you* will still have to pay any fees or charges incurred before *you* terminated the *contract*.

4. Can I pay my credit *contract* out early?

Yes. Pay your credit provider the amount required to pay out your credit *contract* on the day *you* wish to end your *contract*.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date *you* specify. *You* can also ask for details of how the amount is made up.

Your credit provider must give *you* the statement within 7 days after *you* give your request to the credit provider. *You* may be charged a fee for the statement.

6. Will I pay less interest if I pay out my *contract* early?

Yes. The interest *you* can be charged depends on the actual time money is owing. However, *you* may have to pay an early termination charge (if your *contract* permits your credit provider to charge one) and other fees.

7. Can my *contract* be changed by my credit provider?

Yes, but only if your *contract* says so.

8. Will I be told in advance if my credit provider is going to make a change in the *contract*?

That depends on the type of change. For example–

- *you* get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to *you* or a notice published in a newspaper.
- *you* get 20 days advance written notice for–
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what *you* have to pay or the change happens automatically under the *contract*.

9. Is there anything I can do if I think that my *contract* is unjust?

Yes. *You* should first talk to your credit provider. Discuss the matter and see if *you* can come to some arrangement. If that is not successful *you* could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.



INSURANCE

10. Do I have to take out insurance?

Your credit provider can insist *you* take out or pay the cost of types of insurance specifically allowed by *law*. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, *you* can decide if *you* want to take out insurance or not.

11. Will I get details of my insurance cover?

Yes, if *you* have taken out insurance over *mortgaged property* or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give *you* a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if *you* acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure *you* have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If *you* ask in writing your insurer must give *you* a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform *you* if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give *you* a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my *credit contract* ends before any insurance *contract* over *mortgaged property*?

You can end the insurance *contract* and get a proportionate rebate of any premium from the insurer.



MORTGAGES

15. If my *contract* says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property *you* mortgage. If you default under your *contract*, *you* can lose that property and you might still owe money to the credit provider.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The *law* says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other Terms and Conditions about what you can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See answers to questions 22 and 23.

Otherwise you may –

- if the *mortgaged property* is goods – give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission contact your Government Consumer Agency for help.

If *you* have a *guarantor*, talk to the *guarantor* who may be able to help you.

You should understand that *you* may owe money to your credit provider even after *mortgaged property* is sold.

19. Can my credit provider take or sell the mortgaged property?

Yes, if *you* have not carried out all of your obligations under your *contract*.

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. *You* have 7 days after receiving your credit provider's request to tell your credit provider. If *you* do not have the goods *you* must give your credit provider all the information *you* have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the Consumer Credit Code.



GENERAL

22. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways, for example –

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

23. What if my credit provider and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, *such as* financial counsellors, who may be able to help.

24. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the *law* says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Australian Competition and Consumer Commission, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The *law* will give *you* other rights and obligations. *You* should also **READ YOUR CONTRACT** carefully.

IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Hey, you made it to the end. Well done!
Just in case you want to make any notes, or jot down some questions – here are a couple of blank pages.





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our website at
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