



one direct terms and conditions

12 March 2014
Version 7



Your Loan

Introduction

Read your terms and conditions material

You should read all relevant terms and conditions material that is provided to you and ask us about any issues that concern you.

This document does not contain all the pre-contractual information required to be given to you. The rest of the information is contained in the covering Letter of Offer.

Your Letter of Offer describes the Annual Percentage Rate, Repayments and Credit Fees and Charges that apply to your loan or facility. When you accept the offer of credit from us in your Letter of Offer, you agree to pay the Annual Percentage Rate (interest) on the amount of credit provided by us and to pay the Credit Fees and Charges and to make the Repayments described in the Letter of Offer (but subject to change as described in this booklet and in the Letter of Offer).

If you accept the offer of credit made to you, the contract will be made up of:

- the terms in the Letter of Offer;
- the General Conditions and Specific Conditions in this booklet; and
- if you have a one direct equity loan, the one direct equity loan Special Conditions.

Table of Contents

General Conditions	1
1. Actual amounts you need to pay may be different from those in your Letter of Offer	1
2. Annual Percentage Rate (Interest Rate)	1
3. Processing of repayments, additional payments or other transactions	2
4. How fees and charges are payable	2
5. Changes to fees and charges	3
6. Government charges	4
7. Security	4
8. Insurance	5
9. Trusts	5
10. Our rights if there is a default under this agreement	6
11. Enforcement expenses	7
12. Joint and several liability	8
13. Disclosure of financial information	8
14. Privacy and confidentiality – Our collection, use and disclosure of personal information	8
15. Statements	11
16. Notices	11
17. Transfer of our rights	12
18. Code of Banking Practice	12
19. Changes to terms and conditions	12
20. Availability of funds	13
21. Accepting your Letter of Offer	13
22. Disruption to service	14
23. Withholding tax	14
24. Law and jurisdiction	15
25. First Home Owner Grant	15
26. Financial services dispute resolution schemes	15
27. If you are in financial difficulty	16
28. Stopping payments for Direct Debits and Periodical Payments	16
29. Our right to combine accounts	17
30. Anti money laundering and sanctions	17
31. Definitions	18

Specific Conditions	19
1. Date of advance (full sum advance loans)	19
2. Loan purpose	19
3. Loan disbursement	19
4. Drawdown confirmation	19
5. Specific obligations	20
6. How interest is calculated and debited	20
7. Loan repayments	20
8. Changes to repayments of Principal and Interest	21
9. Repaying your loan early during a Variable Interest Rate period	22
10. one direct Redraw	22
11. Repayment Holiday	23
12. Default Fee	23
13. Repaying your loan early during a Fixed Interest Rate period	23
14. Prepayment calculation	24
one direct equity loan Special Conditions	28
1. Term	28
2. Cheques	29
3. Drawing funds and exceeding your credit limit	29
4. How interest is calculated and debited	29
5. Additional payments	30
6. Default rate	30
Electronic Banking	30
Electronic Banking Conditions of Use	32
Information Statement	44
Postal Addresses	49
Customer Enquiries	49

General Conditions

1. Actual amounts you need to pay may be different from those in your Letter of Offer

The actual amounts you need to pay under your loan or facility may be different from the amounts set out in the covering Letter of Offer. This is because the financial details in the covering Letter of Offer are based on some assumptions that may change. The financial details in the Letter of Offer:

- use interest rates and fees applicable at the date of disclosure (set out in the Letter of Offer);
- assume the loan or facility will be fully drawn on the date of advance (where relevant);
- include government duties and taxes payable on foreseeable withdrawals and receipts; and
- include periodic bank fees, where applicable, except when they are to be paid from another account.

2. Annual Percentage Rate (Interest Rate)

Interest rates can change

Variable reference rates (or Index rates) can be changed **at any time**.

Fixed reference rates can also be changed at any time before drawdown, but not once the loan has been drawn and the fixed interest rate period has started. At the end of any fixed interest rate period, you may apply for another fixed interest rate period, and, if we agree to your request, you will be advised of any extra or varied terms which will apply. Please note that fees may apply as set out in your covering Letter of Offer.

If your Letter of Offer provides for an interest rate margin, that margin will, unless varied by us, apply for the term of the loan or facility.

Notifying you of changes

If there is a change in the reference rate or interest rate margin that applies to your loan or facility, you will be notified no later than the date on which the change takes effect, by notice in writing or advertisement published in a newspaper circulating throughout your State or Territory. Details of the change will also appear on your next statement.

All reference rates are available on the one direct website at onedirect.com.au. You can also check interest rates by calling us on 13 24 01, 8am - 6pm (AEST), Monday to Friday.

3. Processing of repayments, additional payments or other transactions

Generally, any transaction made on your loan or facility may be processed on the same day as long as it is made before the following times:

- 4pm Melbourne time Monday to Friday (excluding national public holidays) for withdrawals at our ATMs (or ATMs of associated financial institutions);
- 10pm Melbourne time Monday to Friday (excluding national public holidays) for funds transfers made through one direct Phone Banking or one direct Internet Banking; or
- 6pm Sydney time on business days when using BPAY®.

Any transaction made after these cut-off times may be processed on the following business day.

If a repayment or other payment is due on the 29th, 30th or 31st of a month which does not contain such a date, it is due on the last day of that month. Payments by periodical payment or direct debit can take up to 3 business days to process. You should allow a suitable amount of time to ensure that the payment is processed by the due date.

If a repayment or other payment is due on a day which is not a business day, it must be paid on the next business day.

A repayment or other payment made to your account on the last day of a statement period may not appear on the statement issued for that period. If so, the repayment or other payment will instead appear on your next statement, together with its effective date. If a repayment for a statement period is made before the statement for that period is issued, it may be processed as an additional repayment during the previous statement period. You should ensure repayments are made after the statement for the relevant period has been issued.

one direct does not accept payment by cheque.

4. How fees and charges are payable

Fees and charges are payable in the following manner:

For all loans, they will be added to the unpaid daily balance of your loan and will accrue interest at the same rate and in the same manner as advances.

When a fee is charged in arrears and your loan or facility is repaid or terminated before the fee is due to be charged, we can charge this fee on a pro-rata basis to cover the period up to the date of repayment or termination.

Information on current fees and government charges is also available via onedirect.com.au.

5. Changes to fees and charges

We can do the following Lending for personal use, regulated by the Consumer Credit Code:

	Minimum number of days notice	Method of notice
Introduce a new fee, change the frequency or payment dates of each fee	30 days	In writing
Increase a fee, change the method of calculation or manner of payment of each fee	30 days	In writing, or by press advertisement with details provided before, with or on your next statement
Decrease a fee	Day of change	In writing, or by press advertisement, with details provided before, with or on your next statement

If any other change reduces your obligations, we can give less than 30 days' notice but you will be notified with or on your next statement.

Lending for investment or business purposes

	Minimum number of days notice	Method of notice
Introduce a new fee	30 days	In writing
Increase a fee	Day of change	In writing, or by press advertisement
Decrease a fee	Day of change	In writing, or by press advertisement
Change to amount method of calculation, frequency, manner of payment and payment dates of each fee	Day of change	In writing, or by press advertisement

Press advertisements will be published in a newspaper circulating throughout your State or Territory.

During any fixed interest period, no change to the early repayment charge will be made, and no new early repayment charge introduced.

6. Government charges

Government duties, taxes and other charges incurred because of receipts and withdrawals made to or from your account, are payable by you.

7. Security

Your covering Letter of Offer will tell you about any security required by us for your loan or facility. Please be aware that:

- if any security is a security that we already hold at the date of disclosure, by accepting the Letter of Offer you agree to that security also being held by us as security for this loan;

- security documents are prepared on our normal security forms. If special circumstances exist, or if we consider it necessary, these forms will be changed or new securities will be drafted to ensure there is effective security;
- if changes to securities or new security items are not prepared by us, you must pay to us any reasonable external fees which are incurred. You can ask for a quote or an estimate and the fees will be payable on the date they are invoiced to us;
- you can obtain copies of our normal security documents by contacting 13 24 01 before you accept any loan or facility offer;
- we must be satisfied with the title and the security documents before we will provide any credit.

You must pay any applicable stamp duty and registration fees by the date your loan is advanced or the date that the facility starts. You may also need to pay government fees and stamp duty when any security you are providing is discharged. Please refer to your covering Letter of Offer for details.

8. Insurance

All property mortgaged to us, other than vacant, must be insured under a policy acceptable to us and the insurance policy must be maintained for the period that we hold the mortgage. Please be aware that:

- the insurance policy must cover full reinstatement and/or equal value replacement of the assets;
- we must be named on the insurance policy as the appropriately ranked mortgagee. This is unless the security is a unit in a building, or a subdivision for which the Body Corporate has taken out insurance for the whole building or subdivision. In this case, we must see the Body Corporate insurance policy; and
- if the security is a Strata Title property and its value or purchase price exceeds \$500,000, you must also take out Strata Title Mortgagee Protection Insurance and give a copy of the policy to us. This does not apply if the property is in Queensland or the Northern Territory.

9. Trusts

You confirm that you are not entering into the loan or facility as a trustee of any trust.

10. Our rights if there is a default under this agreement

Lending for personal use, regulated by the Consumer Credit Code

If any of the following events of default occur, we can refuse to provide further credit and (subject to notice as described below) require you to make immediate repayment in full of all money you owe us or will or may owe us in the future under this loan or facility or exercise our rights in relation to Security provided to secure obligations under this loan or facility.

An event of default occurs:

- if you do not make a payment by its due date;
- if there is any breach of any term or condition of this loan or facility, any other facility provided to you by us, or any security provided to us for this loan or facility or the other facility;
- if the property is being used for any unlawful purpose
- if, in our opinion, any event or circumstance arises causing a material adverse change in your financial situation likely to affect your ability to meet your obligations under this loan or facility or any security for it.

A material adverse change includes, but is not limited to:

- your death;
- termination of your employment;
- your insolvency;
- enforcement proceedings by any creditor against you or any property mortgaged as security for this loan or facility;
- any reduction in the value of property mortgaged to us as security for this loan or facility;
- any insurance over the mortgaged property being cancelled or declined; or
- any information supplied by you to us in connection with this loan or facility or any security for this loan or facility being found to be untrue, incorrect or incomplete.

Before we require immediate repayment in full, you will be given 30 days' written notice to allow you an opportunity to remedy your default. If we fail to give you notice regarding any event of default, we have not waived our right to do so later.

However we will not give you such notice if:

- We believe, on reasonable grounds, that we were induced by fraud on your part to enter into this loan or facility; or
- We have made reasonable attempts to locate you, but without success; or
- A court authorises us to require immediate repayment without giving such a notice; or

- Goods are mortgaged to us as security for this loan or facility, and we believe on reasonable grounds that they have been or will be removed or disposed of without our permission; or
- We believe on reasonable grounds that urgent action is necessary to protect property that is mortgaged as security for this loan or facility.

Lending for investment or business purposes

If any of the following events of default occur, we can refuse to provide further credit and require you to make immediate repayment in full of all money you owe us or will or may owe us in the future under this loan or facility.

An event of default occurs:

- if you fail to make any agreed payment by the due date;
- if there is any breach of any term or condition of this loan or facility, any other facility provided to you by us, or any security provided to us for this loan or facility or the other facility;
- if the property is being used for any unlawful purpose;
- if (being a corporation), in our opinion, there is a change in your effective control without our prior written consent; or
- if, in our opinion, any event or circumstance arises which causes a material adverse change in your financial condition that is likely to affect your ability to meet your obligations under this loan or facility or any security for it.

A material adverse change includes, but is not limited to:

- your death;
- termination of your employment;
- your insolvency;
- enforcement proceedings by any creditor against you or any property mortgaged as security for this loan or facility;
- any reduction in the value of property mortgaged to us as security for this loan or facility;
- any insurance over the mortgaged property is cancelled or declined; or
- any information supplied by you to us in connection with this loan or facility or any security for this loan being untrue, incorrect or incomplete.

If we do not, for any reason, demand an immediate repayment when an event of default occurs, we have not waived our right to do so later.

11. Enforcement expenses

If you breach this loan or facility or any security required under it, you will be required to pay expenses reasonably incurred by

us in enforcing or preserving our rights under this loan or facility, or the security. These expenses include those incurred by us in preserving or maintaining secured property, collection expenses and expenses resulting from dishonour of a payment. Enforcement expenses resulting may be debited in the same way as other fees and charges.

12. Joint and several liability

If there is more than one person who is party to this loan or facility, then each person is liable individually for the full amount of the loan or facility, in addition to each of you being jointly liable with each other.

13. Disclosure of financial information

We can require you to provide information about your financial circumstances at any time during the loan or facility to show there has been no material adverse change in your financial situation which may be likely to affect your ability to meet your obligations under this loan or facility or any security for it.

We can also require a new valuation of any property provided as security for this loan or facility. If so you may be charged:

- a fee equal to the cost of the valuation which we must pay for employing an external valuer. This will be payable by you on the date it is invoiced to us. It can be debited to your account on that date; or
- a Valuation Administration fee. This fee is payable for administration costs incurred when a valuation or price estimate is required by us in connection with each security for a loan, change to security or guarantors as set out in your covering Letter of Offer.

14. Privacy and confidentiality

ANZ will collect and use information about you during the course of your relationship with ANZ. We explain below when and how ANZ may collect, use and disclose this information.

It is important that the information ANZ holds about you is up to date. You must let ANZ know when information you have provided ANZ has changed.

Collection, use and disclosure of information

ANZ may use and disclose the information we collect about you for the following purposes:

- to assist in providing information about a product or service;
- to consider your request for a product or service;

- to enable ANZ to provide a product or service;
- to tell you about other products or services that may be of interest to you;
- to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion or provision of a product or service;
- to manage accounts and perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, collecting debts and market or customer satisfaction research);
- to consider any concerns or complaints you raise against ANZ and/or to manage any legal action involving ANZ;
- to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
- to identify you or establish your tax status under any Australian or foreign legislation, regulation or treaty or pursuant to an agreement with any tax authority; and
- as required by relevant laws, regulations, codes of practice and external payment systems.

Absence of relevant information

If you do not provide some or all of the information requested, ANZ may be unable to provide you with a product or service.

Information required by law etc.

ANZ may be required by relevant laws to collect certain information from you. Details of laws that require us to collect information about individuals (personal information) and why these laws require us to collect personal information are contained in ANZ's Privacy Policy and at www.anz.com/privacy.

Providing your information to others

ANZ may provide your information to:

- any related entity of ANZ which may use the information to: carry out ANZ's functions and activities; promote its own products and services; assess your application for one of its products or services; manage your product or service; perform administrative and operational tasks (including debt recovery); or comply with regulatory requirements and prudential standards;
- an organisation that is in an arrangement with ANZ to jointly offer products and/or has an alliance with ANZ to share information for marketing purposes (and any of its outsourced service providers or agents), to enable them or ANZ to: provide you with products or services; and/or promote a product or service;

- any agent, contractor or service provider ANZ engages to carry out or assist its functions and activities (for example, mailing houses or debt collection agencies);
- an organisation that assists ANZ to identify, prevent or investigate fraud, unlawful activity or misconduct;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- other parties ANZ is authorised or required by law or court/tribunal order to disclose information to;
- participants in the payments system (including payment organisations and merchants) and other financial institutions (such as banks);
- other credit providers;
- mortgage insurers and any reinsurer of any such mortgage insurer;
- your guarantors (and intending guarantors) and any person who has provided security for your loan;
- any person who introduces you to ANZ;
- your referee(s);
- your employer;
- your joint borrower(s) or account holder(s); and
- your adviser; your authorised agents; your executor, administrator or trustee in bankruptcy; your legal representative; your attorney; or anyone acting for you in connection with your account.

If you do not want us to tell you about products or services, phone 13 13 14 to withdraw your consent.

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

Credit Reporting

ANZ may also disclose personal information, including information about your other credit liabilities, repayments and defaults, to credit reporting bodies. We may also collect this information from credit reporting bodies. Information about credit reporting, including the name and contact details of these credit reporting bodies, when ANZ may disclose your personal information to them to include in a report about your credit worthiness, and how you can request credit reporting bodies not use your information in certain circumstances, is available at www.anz.com/privacy.

If you would like a hard copy of this information, please call 13 13 14 or visit any ANZ branch for a copy of ANZ's Privacy Policy.

ANZ Privacy Policy

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

- the circumstances in which ANZ may collect personal information from other sources (including from a third party);
- how to access personal information and seek correction of personal information; and
- how you can raise concerns that ANZ has breached the Privacy Act or an applicable code and how ANZ will deal with those matters.

Collecting sensitive information

ANZ will not collect sensitive information about you, such as information about your health, without your consent.

Personal information you provide about someone else

If you give ANZ personal information about someone else, please show them a copy of this clause so that they may understand the manner in which their personal information may be used or disclosed by ANZ in connection with your dealings with ANZ.

Where you supply us with information about someone else

If you give us information about someone else, please show them a copy of this condition so that they may understand the manner in which their information may be used or shared by our Group.

15. Statements

We will provide a statement:

- for loans, at least once every six months, or more often if required by either you or us;
- for one direct equity loans, every month.

You must carefully review your statements so you are aware of the status of your account. If you believe there are errors or unauthorised transactions shown on your statement, you must contact us as soon as possible.

16. Notices

We can send a written notice, statement or demand for payment to you by sending it by post, telex, facsimile or similar facility to your residential or business address or by leaving it at that address. Where you have given your consent, we can

send a notice, statement or demand for payment to you by sending it to your email address. We can use the last physical or email address we have recorded for you. If you change your name or physical or email address, you must let us know as soon as possible. If there is more than one person who is party to this loan or facility, any notice, statement or demand will be given to each one of you at your residential or business address or email address.

A notice, statement or demand from us will be considered to have been received by you:

- if left at your address, on the date delivered or the date it bears, whichever is the later;
- if sent by post, on the date it would have been delivered in the ordinary course of post or the date it bears, whichever is the later;
- if sent by facsimile on the date it bears or the date the transmitting machine reports it was sent, whichever is the later;
- if sent by email, on the date and at the time it is sent.

A demand for payment can be signed by any officer of ours, or any agent authorised by an officer of ours. Any other form of notice or statement need not be signed, unless the law requires it.

17. Transfer of our rights

We may, without telling you or obtaining your consent:

- assign any of our rights under this contract; and
- give information about this contract and your obligations under it to any assignee of our rights under this contract, or anyone who is considering becoming an assignee.

18. Code of Banking Practice

If you are an individual (as defined in the Code of Banking Practice) we are bound by the Code of Banking Practice when we provide our products and services to you.

19. Changes to terms and conditions

We can vary any of the following:

- the dates on and frequency with which interest will be charged or debited, and the method of calculating interest. However, no such change will be made during any fixed interest rate period;
- the manner in which interest is to be paid or charged;
- the name of any reference rate;
- the amount, method of calculation, frequency, manner

of payment and number of the repayments, together with the dates on which they are to be paid;

- the default rate of interest which applies to the loan or facility if the credit limit is exceeded; and
- the minimum amount that can be withdrawn from a continuing credit facility.

Lending for personal use, regulated by the Consumer Credit Code

We will give not less than 30 days written notice of any such variation.

Lending for investment or business purposes

We will give not less than 30 days written notice for the changes above relating to interest. For all other changes listed above, we will give notice in writing or by press advertisement in a newspaper circulating throughout your State or Territory, no later than the day of the change.

20. Availability of funds

Before any funds are made available you must:

- sign the Letter of Offer marked 'Original to Sign' and return it to us. If there is more than one person who is party to this loan or facility, you must each sign;
- make sure that any new security documents that are required by the offer are signed;
- arrange any new insurance required by the offer and give a copy of the policy to us;
- complete a disbursement order, if this is required by the offer; and
- meet any other requirements as set out in the covering Letter of Offer.

We must also be satisfied that:

- the documentation complies with legal requirements;
- you have received all statements and information required by law; and
- no event of default has occurred.

21. Accepting your Letter of Offer

To accept the offer:

- the copy of the covering Letter of Offer marked 'Original to Sign' must be signed by you within 14 days of the date of disclosure;
- the signed copy must be returned to us; and
- fulfil the requirements described in the Letter of Offer as indicating acceptance

If you do not accept a loan offer within the 14 days, but decide later you would like to accept it, you can contact us by telephoning 13 24 01 or your one direct dedicated lending specialist to request an extension of the acceptance period.

A second copy of the letter of offer marked 'Copy to Keep' is yours to keep along with this booklet.

22. Disruption to service

To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer of liability does not apply to electronic banking transactions (see the section at the end of this booklet about the conditions which apply to those transactions). This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limit our liability.

23. Withholding tax

If a law requires you to deduct or withhold an amount from a payment to us on account of a tax or duty (other than any imposed on our overall net income):

- you will pay us, when the payment is due, whatever additional amount is needed so that what we actually receive (after taking into account the deduction or withholding), is what we would have been entitled to receive if no deduction or withholding had been made;
- you will indemnify us against any loss we suffer or cost we incur because you do not make the deduction or withholding; and
- you will promptly give us a copy of any document about the amounts paid or payable because of the deduction or withholding.

Please note that the obligation to arrange the payment of withholding tax rests with you.

You should seek your own independent financial and taxation advice.

24. Law and jurisdiction

Except to the extent required by the laws of another jurisdiction, your loan or facility is governed by the law in force in the Australian State or Territory:

- where your security property is located; or
- if you have not provided security property to us for your loan or facility, where you live at the time the Letter of Offer is accepted.

However, if you do not live in Australia at the time the Letter of Offer is accepted, your loan or facility is governed by the law in force in Victoria.

25. First Home Owner Grant

Approval or declinal of a First Home Owner Grant (FHOG) application is decided by the relevant state revenue authority in the State or Territory where the home is purchased or built. We are not responsible for the approval or refusal of any FHOG application. If the loan or facility approval assumes approval of the FHOG, any settlement shortfall, or penalties resulting from the refusal of the FHOG application is your responsibility. We are only responsible for the lodgment of the FHOG application (if any) on your behalf.

26. Financial services dispute resolution schemes

Making a complaint

At one direct we are committed to providing our customers with a better level of service. If we make a mistake, or our service doesn't meet your expectations, we want to know.

To contact us:

Call us: 13 24 01

Mail us:

REPLY PAID 83981
one direct
Private Bag 25
Collins Street West
Melbourne
Vic 8007

Most likely we'll be able to solve the problem on the spot. If we can't resolve your problem within 48 hours we will contact you and let you know how we will manage your complaint.

We aim to resolve all customer complaints within ten working days.

ANZ Customer Advocate

If your complaint isn't resolved to your satisfaction, you can ask to have it reviewed by ANZ's Customer Advocate who will provide a free review of more difficult complaints to help achieve a prompt solution.

Contact details:

ANZ Customer Advocate
100 Queen Street
Melbourne VIC 3000
Tel: +61 3 9273 6523
Email: customeradvocate@anz.com

Financial services dispute resolution schemes

If you are not satisfied with the steps taken by us to resolve your complaint, or with the result of our investigation, you can seek assistance from an alternative Financial Services Dispute Resolution Scheme:

Financial Ombudsman Service

GPO Box 3
Melbourne VIC 3001
Telephone: 1300 780 808
Fax: +61 3 9613 7345
Internet: <http://www.fos.org.au>

27. If you are in financial difficulty

You should inform us as soon as possible if you are in financial difficulty. We will, with your agreement, try and help you overcome your difficulties with your facility, including for example, developing a repayment plan.

28. Stopping payments for Direct Debits and Periodical Payments

A direct debit is a debit from your account that you arrange through a merchant or other service provider. A periodical payment is a debit from your account which you instruct us to make to the account of another person or business.

You can:

- arrange for a direct debit or a periodical payment to be stopped if you notify us in writing before the payment is made.
- arrange for payment of a direct debit or a periodical payment to be altered if you notify us in writing at least two banking days before the payment is made; and
- cancel a direct debit request or a periodical payment facility at any time by notifying us in writing.

Speed is important

You may notify us initially by telephone. This may temporarily stop your direct debt or periodical payment until you send written instructions.

29. Our right to combine accounts

We can combine the balances of two or more of your accounts, even if the accounts are in joint names. This may happen when one of your accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one account can be used to repay to us the debit balance in another account. We will promptly inform you if we have combined any of your accounts. We need not notify you in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

30. Anti money laundering and sanctions

You agree that one direct may delay, block or refuse to process any transaction without incurring any liability if one direct suspects that:

- (a) the transaction may breach any laws or regulations in Australia or any other country;
- (b) the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- (c) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct.

You must provide all information to one direct which one direct reasonably requires in order to manage money-laundering or terrorism-financing and economic and trade sanctions risk or to comply with any laws or regulations in Australia or any other country. You agree that one direct may disclose any information concerning you to any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to one direct that the processing of any transaction by one direct in accordance with your instructions will not breach any laws or regulations in Australia or any other country.

31. Definitions

- 'accrued interest' means interest which we are entitled to charge, but that has not yet been debited to your account.
- 'annual percentage rate' means the interest rate/s applicable to your loan or facility, as set out in your covering Letter of Offer (but subject to change as described in the Letter and these Terms and Conditions).
- 'business day' means any day from Monday to Friday, excluding national public holidays.
- 'continuing credit facility' or 'facility' means a one direct equity loan.
- 'CRN' means the Customer Registration Number issued by us to you.
- 'date of advance' means, for full sum advance loans, the date all or any of the loan is first advanced.
- 'date of disclosure' means the date of disclosure specified in the covering Letter of Offer.
- 'disruption to service' means that a service is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner.
- 'event of default' is defined in the clause headed 'Our rights if there is a default under this agreement' in the General Conditions.
- 'facility' means a one direct equity loan facility.
- 'loan' means any one direct housing loan.
- 'lending for personal use, regulated by the Consumer Credit Code' means credit provided to you by us wholly or predominantly for personal, domestic or household use, which is regulated by the Consumer Credit Code.
- 'material adverse change' is defined in the clause headed 'Our rights if there is a default under this agreement' in the General Conditions. You should also read the Clause headed 'Specific obligations' in the Specific Conditions.
- 'PIN' means personal identification number and includes an action number.
- 'reference rate' means the one direct Reference Rate/s applicable to your loan or facility, as detailed in your covering Letter of Offer and which include the following rates:
 - one direct variable loan Rate;
 - one direct fixed loan 1-5, 7 or 10 Year Rates;
 - one direct equity loan Rate.
- 'scheduled balance' means the loan balance that your loan would have had, if you only ever paid the minimum repayments as they fell due on your loan.
- 'Securemail' means the electronic messaging system which enables communications to be sent to or from us as part of one direct Internet Banking.

- 'Telecode' means the four to seven digit number issued to access one direct Phone Banking.
- 'Terms and Conditions' means your covering Letter of Offer, the General and Specific Conditions, and the one direct equity loan Special Conditions (if you have a one direct equity loan facility) in this booklet.
- 'we', 'us' or 'our' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and in clause 14 includes ING Australia Limited (INGA) and all of ANZ's and INGA's related bodies corporate.
- 'you' includes any of the persons accepting the offer in your covering Letter of Offer.

Specific Conditions

1. Date of advance (full sum advance loans)

For full sum advance loans, you must draw down the full amount of the loan within six months of the date of the covering Letter of Offer, unless otherwise agreed by us in writing. If the date of advance does not occur within this time period (or within any agreed extension of it), the contract will end and we will not be obliged to advance the loan.

2. Loan purpose

You must not use the loan funds for any purpose other than that set out in the covering Letter of Offer without our prior written consent.

3. Loan disbursement

The proceeds will be paid to you or as you direct. If you want us to pay money elsewhere, you must advise us to whom and in what amounts the proceeds are to be paid. If you instruct us to pay out an existing account with us, the amount you specify may be different to the final balance owed and the actual amount payable may only be determined at the time the account is paid out. You will be required to pay any shortfall to pay out the account. If the amount you advise us to pay is more than the final balance owed on the account, no interest will be paid on the surplus.

4. Drawdown confirmation

The annual percentage rate which initially applies to your loan will be determined at drawdown and confirmed in writing afterwards.

5. Specific obligations

When you accept your Letter of Offer, you will be agreeing to repay to us by the end of the loan term, all principal, interest and any other amounts which are or become due under the loan. In addition, you must notify us immediately if your loan purpose is to purchase a home as your personal residence and you no longer intend personally to occupy the property.

We may treat the occurrence of this event as a material adverse change.

6. How interest is calculated and debited

Interest is calculated on the unpaid daily balance of your loan. The rate applied each day is equal to your annual percentage rate applicable at the time, divided by 365. Your covering Letter of Offer advises how frequently interest will be debited, but you also need to be aware that:

- if any day on which interest is due to be debited (a 'due date') is not a business day, that interest will be debited on the next business day;
- if a due date falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date will be the last day of that month;
- each time interest is debited, the period covered by the interest charge will include all days (for which interest has not been previously debited) up to and including the day before the due date;
- when interest is debited after the due date, subsequent interest charges will be calculated as if the interest had been debited to your loan on the due date; and
- when interest is debited, it will be added to the unpaid balance of your loan and accrue interest at the same rate and in the same way as the principal.

If, after the loan term commences, you and we agree to change the loan terms in any way, we may debit any accrued interest on the day on which the change takes effect. If this occurs, your interest charging cycle will be restarted from that date.

7. Loan repayments

Generally, you have the following options for repayment of principal and interest:

- by periodical payment from your nominated account with us
- by periodical payment from another financial institution
- by salary credit arranged with your employer

For one direct equity loans if a repayment for any statement period is made before the statement for that period is issued, it may be processed as an additional repayment during the previous statement period. You should ensure

repayments to your one direct equity loan are made after the statement for the relevant period has been issued.

Repayments during interest only periods

During any interest only period, we will debit your repayments to your nominated account. Repayments will be automatically adjusted if there is a change in your annual percentage rate.

If, at any time, you want to change your selected repayment method, and as long as the loan is not in an interest only repayment period, you can notify us in writing.

8. Changes to repayments of principal and interest

Changes to repayment amounts before drawdown

Repayment amounts are recalculated at the date of advance to take into account your annual percentage rate at that time.

Please remember that if your annual percentage rate is determined by a reference rate – this reference rate may have changed after your covering Letter of Offer was prepared. If there is any change to the reference rate prior to drawdown, we may recalculate your repayments and the recalculated repayments may be different to the amount detailed in your covering Letter of Offer.

For **lending for personal use, regulated by the Consumer Credit Code**, we will give not less than 30 days' written notice of your new repayment amounts. For **lending for investment or business purposes**, we will give notice of any change to your repayments no later than the day the change takes effect.

Variable Interest Rate Loans

Variable interest rates can change at any time during the life of your loan and if this occurs, the amount of your repayments may need to change if you are to repay your loan within its agreed term.

After any increase in your interest rate, we can increase your repayments so they are sufficient to pay out the scheduled balance of your loan within the agreed term. We will not automatically do this every time an interest rate change occurs.

For **lending for personal use, regulated by the Consumer Credit Code**, we will give not less than 30 days' written notice of any repayment change made by us. For **lending for investment or business purposes**, we will give notice of any change to your repayments no later than the day the change takes effect. If you wish to change the amount of your repayments, please contact us by telephoning 13 24 01.

9. Repaying your loan early during a Variable Interest Rate period

You can repay your loan early or make additional or increased repayments at any time, without incurring any additional interest.

If you repay your loan early, you may incur fees as set out in your covering Letter of Offer (as varied from time to time).

10. one direct Redraw

What is one direct Redraw?

If you make early or additional repayments to your loan for which one direct Redraw is available, and all the conditions below are satisfied at the time you wish to make a redraw, you can redraw an amount equal to or less than the amount by which the total repayments you have made exceed the total repayments required under your loan (including any repayment due within the next 2 business days from the date upon which you wish to make the redraw), less any redraw previously made.

Conditions:

- Your loan must be fully drawn
- Your loan must not be paid out
- there has not been any default during your loan term

There is no minimum redraw amount. Maximums may apply to some transaction channels such as ATMs. If you wish to change your daily limit please contact us on 13 24 01.

After any redraw, we can change the amount of your repayments to ensure that your loan will be repaid within its agreed term.

Any redraws will be debited to your loan account and will incur interest on the same basis as principal owing under your loan. The amount which you redraw can only be cleared funds.

Any early or additional repayments to your loan made during an interest only period will not be available to be redrawn after the expiry of that interest only period.

Joint and several liability for one direct Redraw

If there is more than one person who is party to this loan or facility, redraw withdrawal transactions can be authorised by any one of you and each of you can bind the other. Each person is liable individually for each redraw withdrawal transaction, whether or not you are aware of, or authorised the transaction, in addition to each of you being jointly liable with each other.

When one direct Redraw does not apply or is not available

Principal reductions made during any fixed interest period will not be available to be redrawn at any time.

one direct Redraw is not available for one direct Home Loans at any time during a fixed rate period.

11. Repayment Holiday

The Repayment Holiday facility allows for repayments to your loan to be suspended for three months.

Approval of a Repayment Holiday is at our discretion and subject to conditions including the following:

- a minimum of two years Principal and Interest repayments must have been made to your loan;
- a maximum of one Repayment Holiday can be made every two years;
- there must be no current repayment arrears or history of repayment arrears greater than 30 days on your loan;
- interest on your loan will continue to accrue during the period in which your Repayment Holiday applies; and
- your loan repayment amount may increase from the date your regular repayments restart so that your loan is repaid within its original term.
- We may impose any other conditions on our approval of a Repayment Holiday as notified by us to the account holder(s).

12. Default Fee

The Default Fee is payable on one direct home loans if the whole or any part of any payment due has been unpaid for 30 days or more. The Default Fee is also charged every subsequent 30 days which the loan is in arrears.

13. Repaying your loan early during a Fixed Interest Rate period

Warning: Early repayment costs can be very large. Before making an early repayment (or varying a fixed interest rate) during a fixed interest rate period, you should ensure that you have an understanding of the likely early repayment cost. On request, we can give you an estimate of the likely cost, but the actual cost will be determined on the day that the early repayment event occurs.

If, during a fixed interest rate period:

- you make a full repayment of your loan;
- you make an early repayment of some of the unpaid balance of your loan; or
- we agree to change the current fixed interest rate to a new fixed interest rate or to a variable interest rate, an **early repayment event** will occur and you may be liable to pay an early repayment cost to us.

We are not obliged to pay early repayment benefits.

Early repayment cost

We may, according to our policy at the time of early repayment, waive the early repayment cost when you make an early or additional partial repayment during a fixed interest rate period.

The current policy is that we will waive the early repayment cost if the total additional repayment(s) in any 12 month period (based on the anniversary of the start of the fixed interest rate period) is less than the 'tolerance amount'. See the clause below (headed 'Prepayment calculation') for how the 'tolerance amount' is calculated.

Calculation of the early repayment cost

Following an **early repayment event**, the early repayment cost (if any) that is payable by you, is calculated using the methodology described in the 'Prepayment calculation' clause set out below. In general terms, this is a pre-set methodology under which we estimate the loss or cost that it expects to incur as a result of the **early repayment event** and its likely effect on the cost of our ongoing funding arrangements.

The size of any early repayment cost that will become payable by you will vary according to:

- the size of the early repayment (if any);
- the remaining term of the current fixed interest rate period of your loan; and
- the amount that interest rates have moved since the start of the current fixed rate period on your one direct fixed rate loan.

14. Prepayment calculation

When a prepayment calculation will be performed

A prepayment calculation will be performed whenever an **early repayment event** occurs. The prepayment calculation is performed to determine the amount (if any) of the early repayment cost that is payable by you.

How the prepayment calculation is made

In making the prepayment calculation, we will first make two amortisation calculations using the **market rate at the start of the fixed rate period**. The outcome (or product) of each of these two calculation is then used, in the manner described below, to determine the amount of the early repayment cost (if any) that you are required to pay.

The first calculation

The first amortisation calculation (calculation (a)) involves the following steps.

- (a) Calculation (a) starts with the outstanding loan balance immediately before the **early repayment event** and then deducts from that balance:
- the unpaid part of the next scheduled repayment; and
 - the available “tolerance amount” (if any) that is allowed to you, creating an assumed ‘prepayment balance’.
- (The available ‘tolerance amount’ at a given time is calculated in the manner that is separately described below.)
- (b) We then identify each scheduled future **cash flow event** and **cash flow date** up to the end of the fixed rate period assuming the **early repayment event** did not occur.
- (For this purpose, any of the ‘pre-payment balance’ that would remain outstanding at the end of the fixed rate period is also treated as a **cash flow event**. This is because in making calculation (a), it is assumed that any outstanding balance of the adjusted ‘prepayment balance’ will be repaid at the end of the fixed rate term.)
- (c) We then calculate the present value of each such **cash flow event** using the **market rates at the date of repayment** as discount factors.
- (d) We then add together all of the present day values of these scheduled **cash flow events** to calculate the “total present value” - being the total present value of all amounts to be paid over the balance of the fixed rate period, applying the various assumptions outlined above, to repay the loan by the end of the fixed rate period.

The second calculation

The second amortisation calculation (calculation (b)) involves the following steps.

- (a) Calculation (b) starts with us calculating the outstanding loan balance immediately after the early repayment event, creating the assumed “after payment balance”.
- (In making this calculation, we will treat an agreed change to the fixed interest rate (whether by reason of a change to a variable interest rate or a change to a new fixed interest rate) as giving rise to a deemed repayment in full of the outstanding balance of the loan on the date that the change to the fixed interest rate takes effect.)
- (b) To the extent required, we then identify each scheduled future **cash flow event** and **cash flow date** up to the end of the fixed rate period taking into account that the early repayment event has occurred.
- (In doing so, we will assume that the adjusted ‘after payment balance’ left outstanding at the end of the fixed rate period (if any) is also a **cash flow event**.)

- (c) We then identify the present value of each **cash flow event** using the applicable market **rates at the date of repayment** as discount factors.
- (d) We then add together all of the present day values of these scheduled **cash flow events** to calculate the “total present value” - being the total present value of all amounts to be paid (if any) over the balance of the fixed rate period, applying the assumptions relevant to calculation (b), to repay the loan by the end of the fixed rate period (if not already repaid).

Calculation of the “early repayment cost”

The amount of the early repayment cost is the amount (if any) by which:

- the total present value, as determined under calculation (a):

exceeds:

- the total present value, as determined under calculation (b); plus
- the early repayment amount (or deemed repayment amount) **after** first deducting the ‘tolerance amount’ (if any) that was deducted from the outstanding loan balance when calculating the prepayment balance under calculation (a).

How the opening ‘tolerance amount’ is calculated

The opening ‘tolerance amount’ is set at the start of a fixed interest rate period and, while the term of that fixed interest rate period continues, is then reset at each anniversary of the start of that fixed interest rate period.

Where an opening ‘tolerance amount’ is being set, or reset, for a whole year (because the term, or remaining term, of the fixed interest rate period will continue for a year or more from the date on which that ‘tolerance amount’ is being set or reset), the opening ‘tolerance amount’ will be:

- \$10,000.

Where, however, the opening ‘tolerance amount’ is being set for a period that is less than a year (because the term, or remaining term, of the fixed interest rate period has less than 12 months to run), the opening ‘tolerance amount’ will be reduced proportionally. For example, for a six month term, the opening ‘tolerance amount’ will be \$5,000.

A ‘tolerance amount’ will be applicable for no more than a year and will be subject to adjustment in the manner described below.

How the available ‘tolerance amount’ is calculated at the time of an early payment

When an **early repayment event** occurs, the available

'tolerance amount' at that time will be the opening 'tolerance amount' that was most recently set, less the amount by which all amounts previously received by us in the period to which that opening 'tolerance amount' relates exceeded the total of the scheduled repayment amounts that had become due for repayment in that period before the early payment was made.

However, the available 'tolerance amount' will not, at any time, reduce below zero.

Definitions

Cash flow events are all expected future transactions during the remainder of the fixed interest rate period which would alter the loan balance, such as expected repayments, fees, charges, and interest (if capitalised to the loan). For the purposes of this clause, transactions include deemed repayments that are assumed to be made under the provisions of this clause.

Cash flow dates are the dates on which **cash flow events** occur.

Early repayment event has the meaning given to that term in the clause headed "Repaying your loan early during a Fixed Interest Rate period".

Market rate at the start of the fixed rate period means the Wholesale Interest Swap Rate, as quoted by us, on the date of the start of your current fixed interest rate period for a term equal to your fixed interest rate period. The applicable Wholesale Interest Swap Rate is available from us or alternatively, a close approximation is currently published daily in the Australian Financial Review and other newspapers, but note that:

- for calculation periods of less than 12 months the relevant Bank Swap Rate will be used instead of the Wholesale Interest Swap Rate; and
- where no Wholesale Interest Swap Rate or Bank Swap Rate is quoted or available for the relevant term, the rate will be quote by straight line interpolation between the closest longer and shorter quoted terms either side of the relevant term.

Market rates at the date of repayment means the Wholesale Interest Swap Rates, as quoted by us, on the date of your early repayment for terms up to the unexpired part of your fixed interest rate period (as at the date of your early repayment) but note that:

- for terms of less than 12 months the relevant Bank Bill Swap Rate will be used instead of the Wholesale Interest Swap Rate; and
- where no Wholesale Interest Swap Rate or Bank Bill Swap Rate is quoted or available for the relevant term, the rate will be quoted by straight line interpolation between the

closest longer and shorter quoted terms either side of the relevant term.

one direct equity loan

Special Conditions

Clauses 1-6 relate only to one direct equity loan facilities.

1. Term

Your facility starts on the date that we receive your acceptance of your covering Letter of Offer and all matters required under the offer are completed to our satisfaction.

You can terminate your facility at any time by repaying all amounts owing and notifying us.

If you have nominated a termination date, it will be set out in your covering Letter of Offer.

If there is no nominated date, we will not give any notice terminating your facility earlier than 12 months from the start date, unless there is an event of default. After this 12 month period, we can terminate your facility by giving you 30 days written notice.

Review by one direct

one direct may review your facility at any time to satisfy itself that the facility will be repaid as agreed and that all of the terms and conditions of the facility and any security are being met. If we do not review your facility, you must provide any information we request about your financial affairs. We may also obtain a new valuation of any security property at any time from an external valuer at your cost.

Cancelling or reducing the credit limit

We may reduce or cancel the credit limit on your facility at any time.

If your credit limit is reduced then you must immediately repay enough money to ensure that the amount outstanding does not exceed the reduced credit limit and must still meet all of your obligations under this agreement for credit made available on your facility.

If your credit limit is cancelled, you must immediately repay the outstanding balance.

If we reduce or cancel your credit limit, we will write to you as soon as possible.

No further credit is available on the facility after we cancel your credit limit.

Despite any other provision of this contract, we can terminate your facility immediately if there is no security for

the facility or if all existing securities have been discharged or released. If your facility is terminated, you must immediately repay the outstanding balance.

We reserve the right to block access to your facility including any debit account attached to your facility.

2. Cheques

You cannot deposit a cheque into your facility.

3. Drawing funds and exceeding your credit limit

You may draw down funds from your facility in the manner agreed to by us. You must not require payments that exceed your credit limit without prior arrangements being made and agreed with us.

If you request a withdrawal or payment from your facility which would result in you exceeding your credit limit, we may, in our discretion, allow the withdrawal or payment to be made on the following terms:

- interest will be charged on the overdrawn amount at the one direct equity loan Default Rate
- you must pay that credit and pay any accrued interest on that credit within seven days of the credit being debited to the facility

4. How interest is calculated and debited

Interest is calculated on the unpaid daily balance of your facility. The rate applied each day is equal to your annual percentage rate applicable at the time, divided by 365.

Your covering Letter of Offer advises how frequently interest will be debited.

The actual debiting date for each interest period is based on the date your account was opened, unless a different date was agreed with us or we changed this date by giving you notice in accordance with these terms and conditions.

You also need to be aware that:

- if any day on which interest is due to be debited (a 'due date') is not a business day, that interest will be debited on the preceding business day;
- where the preceding business day is not in the same month as the due date, the due date will not be changed and the interest will instead be debited on the next business day following the due date;
- where a due date falls on the 29th, 30th or 31st of a month which does not contain such a date, the due date will be the last day of that month;

- each time interest is debited, the period covered by the interest charge will include all days (for which interest has not previously been debited), up to and including the day prior to the due date;
- when interest is debited after the due date, subsequent interest charges will be calculated as if the interest had been debited to your facility on the due date; and
- when interest is debited, it will be added to the unpaid balance of your facility and accrue interest at the same rate and in the same way as advances.

If, after the facility starts, you and we agree to change the facility terms in any way, we may debit any accrued interest on the day on which the change takes effect. If this occurs, your interest charging cycle will be restarted from that date.

5. Additional payments

You can make additional or increased repayments at any time without incurring any additional interest.

If you repay your facility in full within the first 4 years from the date of your facility, you may incur fees as set out in your covering Letter of Offer (as varied from time to time).

6. Default rate

Your credit limit as set out in your covering Letter of Offer is the maximum debit balance (inclusive of any interest and fees charged to your account) which you may incur.

If you exceed your credit limit and we pay the drawing, the default rate set out in your covering Letter of Offer will be charged on the excess balance.

If any State or Territory law requires additional stamp duty to be paid as a result, that duty will be debited to your account.

Electronic Banking

Electronic Banking

Please refer to the Electronic Banking Conditions of Use on page 30 if you conduct electronic transactions in respect of your loan or facility. Not all loans or facilities can be accessed through a one direct Debit Card or other electronic means. For more information please call 13 24 01.

EFTPOS

EFTPOS is Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to selected loans or facilities. Depending on the retailer, you may also be able to withdraw cash.

MAESTRO and CIRRUS

MAESTRO and CIRRUS are international EFTPOS and ATM

networks, which enable customers to access available funds in their loans or facilities by using their one direct Debit Card whilst overseas.

Fees and Charges, MAESTRO and CIRRUS

Transaction fees and currency conversion fees apply for the use of CIRRUS ATMs and MAESTRO EFTPOS overseas. If the amount of the transaction is more than your available funds (including any approved limit), the transaction may be rejected and no fees will be charged. At overseas CIRRUS ATMs, you cannot use your one direct Debit Card to make deposits or transfer funds between linked accounts.

Surcharging, MAESTRO and CIRRUS

Some overseas ATM locations may impose a surcharge when you use their ATM to effect a withdrawal. Surcharges will not appear as a separate item on the account statement, but will be included in the total transaction amount shown.

Exchange Rates and Conversion, MAESTRO and CIRRUS

All transactions will be processed through MasterCard International Incorporated using conversion rates set in accordance with its rules.

- Transactions in United States Dollars will be converted into Australian Dollars as at the date they are processed by us in Australia.
- Transactions in other currencies will be converted into United States Dollars as at the date they are processed in the United States by MasterCard International Incorporated, and then further converted to Australian Dollars on the same date.

In most cases, the conversion rate applied to refunds of a transaction will be different to the conversion rate applied to the original transaction.

Daily withdrawal limit

Unless you have made arrangements with us for an increased or decreased limit, your combined ATM, EFTPOS, MAESTRO and CIRRUS daily withdrawal limit is AUD\$1,000 per one direct Debit Card. This means you can use your one direct Debit Card to withdraw a total of AUD\$1,000 per day from your loan or facility, provided sufficient funds are available. In the event of a system failure, the daily withdrawal limit is AUD\$200.

Lost and stolen Card and PIN within Australia

If your card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify us as soon as possible. The best way to minimise your liability is to contact us by telephone. The emergency telephone numbers are listed at the end of this booklet. A one direct Debit Card replacement fee applies for replacement of a card except if damaged (and returned to us) or stolen and a copy of a police report is provided.

Lost and stolen Card and PIN while overseas

If your card or PIN is lost or stolen, or if your PIN has become known to someone else, you must notify us as soon as possible. The best way to minimise your liability is to contact us by telephone. The emergency telephone numbers are listed at the end of this booklet.

We cannot issue you with an emergency replacement Debit Card and PIN until you return to Australia. A one direct Debit Card replacement fee applies for replacement of a card except if damaged (and the card is returned to us) or stolen and a copy of a police report is provided.

Electronic Banking Conditions of Use

We warrant that we will comply with the requirements of the Electronic Funds Transfer Code of Conduct. Unless the account services are provided or referred to you by us, we do not authorise, promote or endorse the use of account services offered by third parties to access your one direct accounts (including account aggregation services, such as may be provided by other financial institutions). This section applies to all electronic transactions except those where your signature may also be required.

Transaction limits

We or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).

We may change any electronic transaction limit or impose new transaction limits by giving you notice.

You can find out current electronic transaction limits for your accounts by calling us on the relevant enquiries number listed at the back of this booklet.

How you can use one direct Internet Banking

You can use one direct Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions.

Access to and use of Pay Anyone and International Services

(a) Obtaining Pay Anyone

When applying for Pay Anyone, you must request a Pay Anyone daily limit which is subject to approval by us. The options for the daily limits are set out on www.onedirect.com.au when you apply. Restrictions apply depending on whether you are using Pay Anyone for personal or business purposes.

Please allow sufficient time for the change to be made before you attempt to use the higher daily transfer limit.

You can increase or decrease your daily transfer limit by applying through one direct Internet Banking.

(b) Obtaining International Services

You can apply for International Services after you have been granted Pay Anyone access. The total of all Pay Anyone and International Services transfers (converted into Australian dollars) on any day cannot exceed your Pay Anyone daily transaction limit.

Access levels for one direct Phone Banking and one direct Internet Banking

Access Levels:

- **‘all transactions’** – Access every function within one direct Phone Banking and one direct Internet Banking for the account;
- **‘Transaction History Details only and BPAY®’** – includes BPAY® account balance information, transaction history details, but excludes transfers between accounts, redrawing on a home loan, direct loan payments and BPAY® View;
- **‘Deposit and Transaction History Details only’** – includes transfers between accounts, transactions history details, account balance information but excludes withdrawals from accounts, redrawing on a home loan, direct loan payments, BPAY® View and BPAY®;
- **‘Deposit only’** – includes transfers between accounts but excludes withdrawals from accounts, BPAY®, redrawing on a home loan, direct loan payments, BPAY® View, account balance information, transaction history details;
- **‘Transaction History Details only’** – includes enquiries on past transactions about the account but excludes all transactions on the account, transfers between accounts, redrawing on a home loan, direct loan payments, BPAY® View, and BPAY®.

Only the account holder or account signatories can select an access level.

The account holder or account signatories may authorise another person (an **‘authorised user’**) to operate the account and that person may have a different access level to the account holder.

The account holder is responsible for the operation of the account by the authorised user within that user’s level of access.

The account holder or account signatories may cancel or change any access level by sending a written request or Securemail to us, or calling us on the relevant number listed at the back of this booklet. We may require written confirmation. We may take several days to process this change.

Authorised users, regardless of their level of access, cannot access Pay Anyone, redraw on a home loan, or use Securemail to change any of the account holder's account or other personal details.

However, all authorised users can use one direct Internet Banking to change their own profile, access their own Securemail and select and change their own password.

Processing instructions – general

The account holder authorises us to act on the instructions you enter into electronic equipment.

Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

We may delay acting on or may ask you for further information before acting on an instruction. Where we have instructions for more than one payment from your account(s), we will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to us and to the merchant (if applicable) as soon as possible. You can make your report to us by calling us on the number listed at the back of this booklet.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount we receive, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

We are not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, are not responsible for the goods and services supplied by a merchant.

You accept that:

- not all electronic equipment from which cash can be withdrawn will always contain cash;
- any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
- not all electronic equipment will allow you to make deposits.

An immediate transfer, Pay Anyone or BPAY® cannot be revoked or stopped once we receive your instruction.

Future dated transfer, Pay Anyone or BPAY® instructions can only be revoked or changed if instructions to delete the transaction are given to us through one direct Internet Banking before midnight Sydney time on the business day

before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Processing instructions – one direct Phone Banking and one direct Internet Banking

Any one direct Phone Banking or one direct Internet Banking transaction (other than a BPAY®) will generally be processed to your account on the same day we receive your instructions, if given before 10pm Melbourne time Monday to Friday (except national public holidays).

Any transaction made after this time may be processed on the following business day.

Account information accessed using one direct Phone Banking or one direct Internet Banking will generally reflect the position of the account at that time, except for transactions not yet processed by us or direct debits processed by us that day.

Processing instructions – Pay Anyone and International Services

We will generally process Pay Anyone instructions:

- for immediate Pay Anyone transfers, on the day the instruction is given, if we receive the instruction before 10.30pm Melbourne time on a business day;
- for immediate international transfers, on the day the instruction is given, if we receive the instruction before 6pm Melbourne time on a business day;
- for future dated transfers, on the relevant future day you select if it is a business day (or if it is not, on the business day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that we process them except where:

- we are not obliged to process your instructions;
- there is a technical failure; or
- there is a delay or error in accepting the instructions caused by the financial institution to which the transfer is to be made.

We cannot control (and is not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once we process your transfer instruction, we are reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked account.

Processing instructions – BPAY®

We are a member of the BPAY® Scheme. This is an electronic payments scheme through which we can be asked to make payments on your behalf to billers. We will tell you if we cease to be a member of the BPAY® Scheme. For the purposes of the BPAY® Scheme, we may also be a biller.

You must comply with the terms and conditions for the account which you ask us to debit a BPAY® (to the extent that those terms are not inconsistent with or expressly overridden by these Conditions of Use).

To make a BPAY® the following information must be given to us:

- your CRN and password or Telecode;
- the biller code from the bill;
- your customer reference number (e.g. your account number) with that biller;
- the amount you want to pay; and
- the account from which you want the payment to be made.

Once this information is provided, we will treat your instructions as valid and will debit the relevant account.

We will not be obliged to effect a BPAY® instruction if it is not made in accordance with these Conditions of Use or if the information given is incomplete and/or inaccurate.

Limits apply to your use of BPAY® on both a per transaction and daily limit (per CRN) basis. Separate daily limits apply for BPAY® Tax Payments, independent of the general BPAY® limits. For more information on available limits see www.onedirect.com.au.

Subject to the 'Processing Instructions' conditions set out above:

- any BPAY® made by you will be processed on the day you tell us to make that BPAY®, if we receive your instructions before 6pm Sydney time on a business day (our cut-off time);
- BPAY® instructions received after 6pm Sydney time on a business day, or on a day that is not a business day, will be processed on the next business day.

A delay may occur in processing a BPAY® where:

- there is a public or bank holiday on the day after you tell us to make a BPAY®;
- you tell us to make a BPAY® after our cut-off time; or
- another participant in the BPAY® Scheme, such as another financial institution or a biller does not process a payment as soon as it receives details of the payment or does not otherwise comply with its obligations under the BPAY® Scheme.

While it is expected that any such delay will not continue for more than one business day, it may continue for a longer period.

We will attempt to ensure a BPAY® is processed promptly by billers and other participants in the BPAY® Scheme.

You should check your account records carefully and tell us as soon as possible if you become aware of:

- a BPAY® which has been made from your linked account which was not authorised;
- the possibility that you have been fraudulently induced to make a BPAY®; or
- any delay or mistake in processing of your BPAY®.

If we are advised by a biller that it cannot process your BPAY®, we will:

- advise you of this;
- credit your account with the amount of that BPAY®; and
- tell you how we can assist you, if possible, in making the payment as soon as possible.

You are not authorised to give a biller code to any person in order to receive payments owing to you. Biller codes may only be used by authorised billers to receive payment of bills issued by that biller. The terms and conditions of use of BPAY® will not apply to any use by you of biller codes in this way.

Card validity

Your card remains our property at all times.

A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card.

For security reasons you must, as soon as the card expires, destroy it by cutting it (including an embedded microchip on the card if applicable) diagonally in half.

Lost or stolen cards, Password, PIN or Telecode

If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made. You must not use the card once the report is made.

If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card if applicable) diagonally in half and return it to one direct (Private Bag 25, Collins Street West, Melbourne, Vic 8007) as soon as possible.

You must make a report to us (and the relevant third party, if a third party issued the username, password, PIN or card to you) immediately you become aware or suspect that your password, username, PIN, CRN or Telecode is disclosed or used without your authority, or lost.

You must not then continue to use your password, username, PIN, CRN or Telecode. We will cancel it and arrange for you to select a new username, password, PIN or Telecode, or to be provided with a new CRN.

The best way to make the report is to call us on the telephone numbers listed at the back of this booklet. If our telephone reporting service is unavailable, you must report the loss, theft or misuse to 13 24 01.

Cancellation of cards or electronic access

We may cancel any card, CRN or electronic access:

- without prior notice if:
 - we believe that use of the card or electronic access may cause loss to the account holder or to us;
 - the account is an inactive account;
 - all the accounts which the card may access have been closed;
 - the account has been overdrawn, or you have exceeded your agreed credit limit; or
- on giving you not less than three months written notice.

We may also at any time suspend your right to participate in the one direct BPAY® Scheme.

The account holder may cancel a card at any time by sending us a written request or by calling us on the relevant number listed at the back of this booklet. We may require written confirmation.

The card must be cut diagonally in half (including an embedded microchip on the card if applicable) and returned to us.

You can request us to de-register you from one direct Internet Banking at any time by Securemail or by calling the relevant number listed at the back of this booklet.

Withdrawal of electronic access

We may withdraw your electronic access to accounts (including by BPAY®) without prior notice if:

- Electronic equipment malfunctions or is otherwise unavailable for use;
- A merchant refuses to accept your card;
- Any one of the accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by us;
- We believe your access to accounts through electronic equipment may cause loss to the account holder or to us;
- We believe that the quality or security of your electronic access process or our systems may have been compromised;

- All the accounts which you may access using one direct Phone Banking or one direct Internet Banking have been closed or are inactive; or
- We suspect you of being fraudulent or engaging in inappropriate behaviour;
- unless this is prohibited by law.

We may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic equipment.

Password, PIN and Telecode security

You must keep your password, PIN and Telecode secure. Failure to do so may increase your liability for any loss.

Warning: You must not use your birth date or an alphabetical code which is a recognisable part of your name as a password, or select a Telecode which has sequential numbers, for example, '12345' or where all numbers are the same, for example, '11111'. If you do, you may be liable for any loss suffered from an unauthorised transaction.

You must not:

- disclose your password, PIN or Telecode to any other person;
- allow any other person to see you entering, or overhear you providing, your password, PIN or Telecode;
- record your password, PIN or Telecode on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your password, PIN or Telecode is reasonably disguised);

Warning: You should avoid accessing one direct Phone Banking through telephone services which record numbers dialed – for example hotels which do this for billing purposes. In these situations you should obtain access to one direct Phone Banking through our customer service operator.

To assist you, a copy of the current guidelines is available by calling us on 13 24 01.

Unauthorised transactions

(a) When we are liable

We will be liable for losses incurred by the account holder that:

- are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- relate to any forged, faulty, expired or cancelled part of the electronic access process;

- arise from transactions that require the use of any card, password, PIN or Telecode that occur before you have received or selected the card, password, PIN or Telecode (including a reissued card, password, PIN or Telecode);
- result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account;
- result from an unauthorised transaction that occurs after you have notified us that any card has been misused, lost or stolen or that the security of your password, PIN or Telecode has been breached; or
- result from an unauthorised transaction if it is clear that you have not contributed to the losses.

(b) When the account holder is liable

If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- by voluntarily disclosing a password, PIN or Telecode to anyone, including a family member or friend;
- by keeping a record of the password, PIN or Telecode (without making any reasonable attempt to disguise it):
 - on the card or with the CRN;
 - on any article carried with the card or the CRN; or
 - which may be lost or stolen at the same time as the card or CRN;
- by using your birth date or an alphabetic code which is a recognisable part of your name as a password, PIN or Telecode; or
- by otherwise acting with extreme carelessness in failing to protect the security of your password, PIN or Telecode, the account holder is liable for the actual losses which occur before we are notified of the loss or disclosure of your password, PIN or Telecode.

Where you must use more than one of your passwords, PINs or Telecodes to perform a one direct Internet Banking transaction, and you voluntarily disclose, or keep a record of, one or more of them (but not all of them) the account holder will only be liable under this clause if the disclosure or record was the dominant contributing cause of the losses.

If, after you become aware of the loss, theft or breach of the security of your password, PIN, Telecode or card, you unreasonably delay notifying us, the account holder will be liable for losses incurred between:

- the time you first became aware of any of the events described above, or in the case of loss or theft of a card, should reasonably have become aware of the loss or theft; and

- the time we are actually notified of the relevant event.

However, you are not liable for any loss:

- which, over a set period of time, is greater than the transaction limit for that period;
- caused by overdrawing your account or exceeding any agreed credit limit;
- where we have agreed the account could not be accessed electronically; or
- as a result of conduct that we expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password, PIN or Telecode in a way that is required or recommended by us for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by us.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, PIN or Telecode was required to perform the unauthorised transaction, the account holder is liable for the least of:

- \$150; or
- the actual loss at the time we are notified of the loss, theft or unauthorised use of the card or that the security of the password, PIN or Telecode has been breached (but not any loss incurred on any one day if the amount is greater than the daily transaction limit or other periodic transaction limit (if any)); or
- the balance of the account, including any pre-arranged credit from which value was transferred in the unauthorised transaction.

Equipment malfunction

We are responsible to the account holder for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with your instructions. However, if you were aware or should have been aware that the equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own PC anti-virus and security measures, and those of any authorised user, to help prevent unauthorised access via one direct Internet Banking to your transactions and linked accounts.

Liability under the BPAY® Scheme

(a) General

You should note that:

- if you advise us that a BPAY® made from a linked account is unauthorised, you should first give us your written consent to obtain from the biller information about your linked

account with that biller or the BPAY® payment, (including your CRN) as we reasonably require to investigate the BPAY®. This should be addressed to the biller who received the BPAY®. If you do not do this, the biller may not be permitted by law to disclose to us the information we need to investigate or rectify that BPAY® payment;

- If you discover that the amount you instructed us to pay was less than the amount you needed to pay, you can make another BPAY® for the shortfall. If for any reason you cannot make a BPAY® for the shortfall, you can ask us to arrange for a reversal of the initial payment and you can make a second payment for the correct amount. If you discover that the amount you instructed us to pay was more than the amount you needed to pay, you can ask us to request a reversal of the initial payment from the biller on your behalf, and if this occurs, you can make a second payment for the correct amount.

(b) Our liability

Where you use your account for personal purposes, our liability under the BPAY® Scheme is as set out under 'Unauthorised Transactions'.

Where you use your account for business purposes, we will not be liable to you under the BPAY® Scheme except in the circumstances set out in this clause.

BPAY payments

Except where a BPAY® payment is an Unauthorised Payment, a Fraudulent Payment or a Mistaken Payment, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

Unauthorised payments

If a BPAY® is made in accordance with a payment direction, which appeared to us to be from you or on your behalf, but which you did not in fact authorise, we will credit your account with the amount of that unauthorised payment.

However, you must pay us the amount of that payment if:

- (i) we cannot recover the amount from the person who received it within 20 Banking Business Days of our attempting to do so; and
- (ii) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures.

Fraudulent payments

If a BPAY® is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the

amount of the fraud-induced payment. However, if that person does not refund you that amount, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

Mistaken payments

If you discover that a BPAY® has been made to a person, or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of our attempting to do so, you must pay that amount to us.

You acknowledge that the receipt by a biller of a mistaken or erroneous payment does not or will not, under any circumstances, constitute part or whole satisfaction of any underlying debt owed between you and that biller.

(c) Consequential loss

We are 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 contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

(d) Indemnity

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (i) did not observe your obligations under; or
- (ii) acted negligently or fraudulently in connection with these Conditions of Use.

Changes to the Electronic Banking Conditions of Use

We can change the Electronic Banking Conditions of Use at any time. We will give you 20 days prior written notice of any changes which:

- impose or increase charges relating solely to the use of electronic equipment;
- increase your liability for losses relating to electronic transactions; or
- change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

Information Statement

This information statement is provided in accordance with the Consumer Credit Code and only applies to you if your loan or facility is regulated by the Code.

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 us and if you still have concerns, your Government Consumer Agency, or get legal advice.

The Contract:

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

We 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 us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have 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 us 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 us 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 us 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 us 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. We must give you the statement within 7 days after you give your request to us. 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 us 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 us;

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 us. 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?

We 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 mortgage property through us. 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 us then, within 14 days of that

happening, we 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?

We 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 us 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 us.

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 we have 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 our 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 the answers to questions 22 and 23. Otherwise you may:

- if the mortgaged property is goods – give the property back to us, together with a letter saying you want us to sell the property for you;
- sell the property, but only if we give you permission first; or
- give the property to someone who may take over the repayments, but only if we give permission first.

If we 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 us even after mortgaged property is sold.

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

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

20. If the 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 our request to tell us. If you do not have the goods you must give us all the information you have so they can be traced.

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

We can only do so if we have 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 us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us 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 the 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 the 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 Trade Practices 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 more information from it at a later date.

Postal Addresses

one direct

Private Bag 25
Collins Street West
Melbourne, Victoria 8007

Customer Enquiries

one direct

one direct 13 24 01

Lost or stolen cards, suspected unauthorised transactions or divulged passwords

1800 033 844; or
Melbourne (03) 8699 6971
(24 hours a day)

Lost, stolen or divulged passwords

For all passwords, call 13 64 01
For all other passwords, call 1800 033 844
(24 hours a day)

