

# BETTER CHOICE HOME LOANS

## COMMERCIAL APPLICATION FORM



Phone: 1300 334 336  
Fax: 1300 434 336  
Email: applications@betterchoice.com.au  
Website: www.betterchoice.com.au  
Office: Level 5, 50 Cavill Avenue Surfers Paradise QLD 4217  
Postal: PO Box 845 Surfers Paradise QLD 4217

This form will be emailed to:  
Applications@betterchoice.com.au

# COVER PAGE

### INTRODUCER USE ONLY

Aggregator	Introducer Number
Introducer Company	ACL# or CRN#
Introducer Name	ACL# or CRN#
Introducer Mobile	Introducer Email

### TRAIL COMMISSION

Standard Rate to Borrower\*  
Additional Trail Commission Requested  
(Maximum 0.25% Additional Trail)  
Total Commission Requested  
End Rate to Borrower^

\*Includes 0.25% trail commission.  
^Additional requested commission is to be added to the standard rate to borrower.

Notes

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## APPLICATION CHECKLIST

### REQUIRED DOCUMENTS

Fully completed loan application form  
(signed & dated by all parties)

Dated less than 60 days old

Broker Declaration & VOI

Applicant Declarations & Consents

Detailed Broker file / submission notes

GOLD Commercial Servicing Calculator

Certified copies of sufficient ID to meet one of the four ID options listed on VOI

All Tax file numbers removed

6 Months Bank Statements for all loans being refinanced dated within the last 30 days.

Contract of Sale or Rates notice for property security

Where a Trust is involved as a borrower or as a guarantor - a Trust Deed (or certified copy) that is signed, dated and stamped together with copies of all Deeds of Variation to the Trust Deed (e.g. appointments of new trustees).

Rental income verified via the following:

Rental Statements

Commercial / Residential Lease Agreements

Tax Returns

Additional specific supporting documents as per product specific requirements below

### COMMERCIAL LEASE DOC LOAN

Satisfactory lease agreement for the proposed security property in a registrable format.

Lease must have at least 24 months remaining.

Lease must be at arms-length to a third party.

A draft lease will be acceptable prior to formal approval.

Owners / guarantor's, full statement of assets & liabilities.

*Note: No payslips, tax returns / financials or bank statements are required for this product.*

### COMMERCIAL ALT DOC LOAN

INCOME:

Fully completed self employed declaration

One of the following to support the clients declared income:

Six (6) months ATO, lodged BAS

Six (6) months business banking statements

Accountants Declaration

### COMMERCIAL TERM LOAN (PROPERTY SECURED)

SELF-EMPLOYED:

Last two (2) years Financial Statements and Tax Returns with the most recent no older than 18 months old.

Latest personal tax return for all directors / guarantors.

Last 2 Years Notice of Assessment

PAYG:

Minimum two (2) payslips per applicant; plus

One other form of verification (PAYG Statements, Tax Returns, Bank Statements)

The following statements:

Latest Year's Notice of Assessment

## LOAN APPLICATION

### PRODUCTS & SECURITY PROPERTY DETAILS

Product Name					Full Doc	Lease Doc	Alt Doc		
Loan Amount					Owner/Occupied	Investment	Business Use		
Purpose	Purchase	Refinance	Increase	Equity Release	Business Use	Other	Code Loan	Yes	No
Facility Required	Term	Years	Principle & Interest	Interest Only	Years				
Indicative Interest Rate	%	Variable	Security Property	Property #1	Property #2	Property #3	Property #4		
Purpose									

*Repeat for additional products*

### SECURITY PROPERTY DETAILS

Street Address

Suburb State Postcode

Owner/Purchaser Name

Approx. age of property Purchase price (\$) Estimated value (\$)

If let, name of tenant Gross rent (\$)

Description of property

Access contact for valuer: name

Access contact for valuer: phone

Property use is currently/will be Owner Occupied Investment

### PRODUCTS & SECURITY PROPERTY DETAILS

Product Name					Term Loan	Lease Doc	Alt Doc		
Loan Amount					Owner/Occupied	Investment	Business Use		
Purpose	Purchase	Refinance	Increase	Equity Release	Business Use	Other	Code Loan	Yes	No
Facility Required	Term	Years	Principle & Interest	Interest Only	Years				
Indicative Interest Rate	%	Variable	Security Property	Property #1	Property #2	Property #3	Property #4		
Purpose									

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Access contact for valuer: phone

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**COMPANY APPLICANT #1****COMPANY DETAILS**

Full name as registered with ASIC

Please provide ACN if it is an Australian company or ARBN if it is a foreign company registered with ASIC

nature of business (primary business activity)

Registered office address (PO Box is not acceptable)

Country

Principal place of business (PO Box is not acceptable)

Tick if same as registered office address

Country

Mailing Address

Tick if same as registered office address

Tick if same as principal place of business

Country

Is the Company regulated (licensed by Australian Commonwealth, State or Territory statutory regulator). In this context 'regulated' means subject to supervision beyond that provided by ASIC as a company registration body. Examples include Australian Financial Services Licensees (AFSL holders) Australian Credit Licensees (ACL holders); and registrable Superannuation Entity (RSE) Licensees)

No	Yes - please specify	Regulator Name	Licence Details
----	----------------------	----------------	-----------------

**Company Type**

Proprietary/Private

Public (Domestic Listed)\*

Majority owned subsidiary of a domestic listed company\*

Public unlisted company

Foreign company registered with ASIC

Foreign company not registered with ASIC

Other, please specify

**Identification Documents**

Copy of ASIC Search or Original or Certified copy of Company's Certificate of Registration

Note: If an ASIC search does not identify the company's directors and secretaries, other documents will be required to establish who is authorised to sign or witness the affixing of the company seal on behalf of the company. The directors/company secretary signing or witnessing the affixing of the company seal on behalf of the company must complete a separate Verification of Identity - Individual form.

**COMPANY APPLICANT #2****COMPANY DETAILS**

Full name as registered with ASIC

Please provide ACN if it is an Australian company or ARBN if it is a foreign company registered with ASIC

nature of business (primary business activity)

Registered office address (PO Box is not acceptable)

Country

Principal place of business (PO Box is not acceptable)

Tick if same as registered office address

Country

Mailing Address

Tick if same as registered office address

Tick if same as principal place of business

Country

Is the Company regulated (licensed by Australian Commonwealth, State or Territory statutory regulator). In this context 'regulated' means subject to supervision beyond that provided by ASIC as a company registration body. Examples include Australian Financial Services Licensees (AFSL holders) Australian Credit Licensees (ACL holders); and registrable Superannuation Entity (RSE) Licensees)

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**TRUST APPLICANT #1****TRUST DETAILS**

Full name of trust

Full business name (if any) of the trustee in respect to the trust

Full address of principal place of business in trust's country of establishment (if any)

Postcode

**Trust Type (tick the box that is applicable)**

Individual OR Family

Registered managed investment scheme\*

- Please provide ARSN

Government superfund\*

- Please provide name of legislation

Unregistered managed investment scheme that is not registered by ASIC that only has wholesale clients and does not make scale offerings to which section 1012E of the Corporations Act 2001 applies\*

Registered trust subject to regulatory oversight of a Commonwealth statutory regulator (e.g. APRA) in relation to its activities as a trust\*

- Please provide name of regulator
- Please provide a registration number given by the regulator

Other

- Trust description

Country in which the trust was established

**Settlor of Trust**

Not required for trust types marked \* above or if initial sum to establish the trust was less than \$10,000.

The 'settlor' is the person/entity who established the trust by contributing the initial assets or amount, often called the 'settled sum'.

Full legal name (given name, middle name(s), family name) or Registered Business Name

If the trustee is a company the Verification of Identity - Company form will also need to be completed.

**Identification Documents**

Tick those items that have been sighted and attach copies to this form.

Original Trust Deed or certified copy or extract of trust deed.

A notice issued by the Australian Taxation Office within the last 12 months (e.g. a Notice of Assessment) that contains the full name of the trust.

Search of ASIC, ATO or relevant regulators websites.

A letter from a solicitor or qualified accountant that confirms the name of the trust

**TRUST APPLICANT #2****TRUST DETAILS**

Full name of trust

Full business name (if any) of the trustee in respect to the trust

Full address of principal place of business in trust's country of establishment (if any)

Postcode

**Trust Type (tick the box that is applicable)**

Individual OR Family

Registered managed investment scheme\*

- Please provide ARSN

Government superfund\*

- Please provide name of legislation

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**INDIVIDUAL APPLICANTS/GUARANTORS****INDIVIDUAL #1**

Title	Mr	Mrs	Miss	Ms	Other	Surname															
Full Name						Middle Name															
Current Address	Unit/No.			Street																	
Suburb				State		Postcode															
Mailing Address (if different from current address)																					
	Unit/No.			Street																	
Suburb				State		Postcode															
Residential Status	Owner	Renting	Living with parents		Other																
If renting, please confirm weekly rental cost (\$)																					
Mobile						Email	Date of Birth														
No. of dependents						Age	Age	Age	Permanent resident			Yes	No								
Marital Status	Married	De facto	Single																		
Driver's Licence	No.	State		Expiry																	
PAYG Income	Employer					Employer Contact details	Length of Employment														
	Employer					Employer Contact details	Length of Employment														

**INDIVIDUAL #2**

Title	Mr	Mrs	Miss	Ms	Other	Surname															
Full Name						Middle Name															
Current Address	Unit/No.			Street																	
Suburb				State		Postcode															
Mailing Address (if different from current address)																					
	Unit/No.			Street																	
Suburb				State		Postcode															
Residential Status	Owner	Renting	Living with parents		Other																
If renting, please confirm weekly rental cost (\$)																					
Mobile						Email	Date of Birth														
No. of dependents						Age	Age	Age	Permanent resident			Yes	No								
Marital Status	Married	De facto	Single																		
Driver's Licence	No.	State		Expiry																	
PAYG Income	Employer					Employer Contact details	Length of Employment														
	Employer					Employer Contact details	Length of Employment														

**SOLICITOR CONTACT DETAILS**

Firm		
Contact		Email
Phone		Fax No.

**STATEMENT OF POSITION**

<b>Assets</b>	<b>Amount (\$)</b>	<b>Please provide details</b>	Tick if Personal	Tick if Commercial	Tick if Refinance
Owner Occupied		Address			
Other Properties		Address			
		Address			
		Address			
Cash held in bank					
Shares & investments					
Vehicles					
Superannuation					
Other assets					
Total assets					

<b>Liabilities</b>	<b>Balance/Limit (\$)</b>	<b>Monthly payment (\$)</b>	<b>Lender</b>
Home loan			
Investment loans			
Credit cards			
Vehicle loans			
Other loans			
Total liabilities			

**LIVING EXPENSES**

	Monthly Figure (\$)
Groceries	
Clothing and Personal Care	
Education & Childcare	
Child and Spousal Maintenance	
General Basic Insurances (health, home and contents, car, life, TPD, etc.)	
Medical and Health Expenses	
Recreation and Entertainment (takeaway/dining, memberships, holidays, etc.)	
Phone / Internet / Pay TV / Media Streaming	
Transport (fuel, public transport, registrations, parking, tolls, etc.)	
Primary Residence Costs (utilities, council rates, maintenance, etc.)	
Investment Residence Costs (utilities, council rates, maintenance, land tax, etc.)	
Rent / Board	
Other Living Expenses	
<b>Total Expenses (\$)</b>	



I/We confirm that:

- a. The income and expense information provided within the application are those obtained from the applicant(s) during my preliminary assessment.
- b. I collected the individual documents and verified the identity of the applicant(s) via a face to face meeting. If I was unable to meet the customer face to face, I have utilised the approved Identity Agent. Only where the customer can not be seen face to face and is not able to utilise the approved Identity Agent I have instructed the customer to use the Certified Identification Form (CID). All copies of the original identification documents have been certified by either myself, the Identity Agent or the approved Certifier by signing, dating and endorsing the copies as a true copy of the original. I have cross checked these documents with information provided via the application form. I will retain these documents and will make them available if requested. I'm aware this application will be audited.
- c. I have made reasonable enquiries and based on the information provided to me by the applicant(s) the recommended product is NOT UNSUITABLE on the basis that it is consistent with the applicant(s) requirements and objectives and the applicant can comply with their financial obligations without substantial hardship.
- d. The applicant/each of the applicants has/have demonstrated sufficient English fluency to understand the loan and its implications.

Yes      No      **If no please provide details:**

- e. For interest only term loans and line of credit:
  - The interest only period aligns with the applicant(s) requirements.
  - I have explained the following additional risks and costs of an interest only term to the applicant(s): interest only repayments will not pay off any principal during the interest only term; the repayments required to pay out the loan will increase after the interest only period ends to cover both interest and principal reductions; and the applicant(s) may pay more over the life of their loan than if there was no interest only term.
- f. The applicant(s) is not disadvantaged by any conflict of interest in relation to incentives or commissions that I may receive for writing this loan.
- g. I have ensured the applicant(s) understands the above risk and wishes to proceed
- h. No conflicts of interest exist between the applicant(s) and myself (*e.g. the transaction is at arm's length and the applicant(s) is not a friend, partner or family member*)  
There is no conflict of interest that exists between the applicants and myself (e.g. the transaction is at arm's length and the applicant(s) is not a friend, partner or family member).  
OR  
A conflict does exist which I've declared to the customer/s of and confirm they are not being disadvantage by this conflict. Is there a conflict?      Yes      No  
If 'Yes' then please advise your relationship to the customer: (e.g. applicant is my Brother)

NOTE: The Credit Assistance Provider has assessed this particular credit contract is NOT UNSUITABLE for you if made within the period covered by the assessment.

**Signature**

**Date**

You must notify Better Choice's Credit Team via [applications@betterchoice.com.au](mailto:applications@betterchoice.com.au) if you have any concerns in relation to the customer or the documents provided. Clear copies of original documents signed, dated and endorsed by the Better Choice accredited broker and used to identify the customer to be sent to Better Choice via [applications@betterchoice.com.au](mailto:applications@betterchoice.com.au)

**Office use only**

(To be signed by BCHL/BNK Authorised Party)

We have complied with the requirements of the AML/CTF legislation)

*Repeat for additional Applicants/Guarantors*

**APPLICANT DECLARATION & PRIVACY NOTICE AND CONSENT**

Yes No

I/We understand the terms, conditions and instructions given on this application form. I/We declare that all the information given in this application is true and correct and will remain so unless notified otherwise in writing. I/We further respond to the following question from the lender:

I/We confirm that I/we are currently meeting our existing financial commitments without financial hardship:

1. Have you or the co-applicant ever had a judgement entered against you, ever been declared bankrupt or insolvent, has either estate been assigned for the benefit of creditors or entered into a scheme arrangement with your creditors?  
If yes, please provide details (including bankruptcy discharge date):
  
2. Have you or the co-applicant ever been shareholders or officers of any company of which a manager or receiver and/or liquidator has been appointed?
3. Have you or the co-applicant or any company with which you were associated, ever had a property foreclosed upon or given title or deed in lieu thereof through a mortgagee sale?
4. Is there any unsatisfied judgement entered in any courts against you, the co-applicant or any company of which you or the co-applicant are or were a shareholder or officer?
5. Has any part of the deposit or the balance due above this loan been obtained from borrowings?
6. Has any application in respect of this loan been submitted by you or any other person to any other lender? Specify Lender
7. Has legal action been instituted against you or the co-applicant for default under any credit contract within the last 5 years?
8. Are you a Guarantor for any other loan?
9. Are you aware of any expected change in your circumstances that may alter your financial situation or ability to repay the loan, including any expected change in your income or expenses in the next 5 years? If yes, advise how you intend to meet future repayments.
  
10. Have you or the co-applicant had any difficulties in meeting your debt commitments in the past 2 years?

The undersigned hereby applies for the loan described herein and to be secured by a mortgage on the property described herein, the undersigned hereby confirms that if the application has been completed by any other person, it was done on their authority and that they have read all the details inserted and represent that all statements made in this application are true and made for the purpose of obtaining the loan. Verification may be obtained from any source named herein.

The undersigned agrees to support this application with a valuation of the subject property by a qualified valuer selected by the Mortgage Manager and/or its Credit Providers and/or Mortgage Insurers at the expense of the undersigned and without implied obligation on the part of the Mortgage Manager and/or its Credit Providers and/or its Mortgage Insurers.

I/We understand and agree that any valuation obtained is for use by the lender, and that I/We must make my/our own enquiries in relation to the value and suitability of the property. The undersigned further agrees to pay all necessary expenses, including legal costs, incurred in obtaining this loan. It is agreed that by accepting this application the Mortgage Manager and/or its Credit Providers and/or its Mortgage Insurers are not obliged to grant a loan. We note that the mortgage property will require general insurance coverage against hazards at least equal to the value of the property improvements. Such insurer will be acceptable to the Mortgage Manager, its Credit Providers and Mortgage Insurers, who have sole discretion of rejection without grounds. The undersigned's Solicitor or agent is authorised to accept notice on behalf of the undersigned.

I/We declare that I/We, the undersigned, am/are over the age of 18 at the time of execution of this application. I/We acknowledge that initial and ongoing fees may be paid by the Mortgage Manager, its Credit Providers and Insurers to any party for loan processing on our behalf. I/We the undersigned authorise the Mortgage Manager to make any inquiries in relation to this application the Mortgage Manager considers necessary. I/We the undersigned further acknowledge that any adviser, broker, agent or other person who introduces the Borrower to the Mortgage Manager is not an agent of the Mortgage Manager and does not have the authority to bind the Mortgage Manager or to vary the terms of the loan.

**\*Please Read Carefully**

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property

## APPLICANT DECLARATION & PRIVACY NOTICE AND CONSENT (CONT.)

This privacy notice and consent relates to an application (the application) you make to a mortgage manager for a loan (your loan) or in which you offered to guarantee the applicant's loan obligations or your loan or a guarantee of the loan. It includes consents from you to disclose certain information to other organisations described below. Your loan may be consumer credit or commercial credit.

The mortgage manager will submit the application to a credit provider to consider. If the credit provider approves the application, it may seek lender's mortgage insurance (LMI) cover from a lenders mortgage insurer or title insurance cover from a title insurer or both in relation to your loan.

In this privacy notice and consent, "credit eligibility information" means information an organisation described below obtained from a credit reporting body or that is based on information obtained from a credit reporting body.

### PRIVACY NOTICE

This privacy notice tells you how certain organisations collect information about you, what they use the information for and who they share the information with. If any of those organisations collect information that can be used to identify you, it will take reasonable steps to notify you of that collection.

### ORGANISATIONS THAT COLLECT INFORMATION ABOUT YOU

This privacy notice and consent covers the organisations that may collect information about you relating to the application or your loan or a guarantee of the loan that are listed in the Schedule. Each of those organisations is described below separately as "we" and "us". The LMI insurers and the title insurer are described together below as "insurers".

### HOW INFORMATION IS COLLECTED FROM YOU

We will collect information about you from you directly whenever we can. Most information will be collected from the application and from the records we maintain about the products or services you receive from us. We may verify that information from sources referred to in the application or in this privacy notice and consent.

Sometimes an LMI insurer may also collect further personal information about you during the course of the LMI cover provided to the credit provider for your loan. The terms of this notice and the LMI insurer's Privacy Policy and Credit Reporting Policy will apply to the collection, use and disclosure of that information.

### HOW INFORMATION IS COLLECTED FROM OTHER SOURCES

Sometimes we will collect information about you from other sources as the Privacy Act 1988 permits. We will do this only if it's reasonably necessary to do so, for example, where:

- we obtain information (including commercial credit information concerning your credit worthiness or history, consumer information and collection of overdue payments information) from a credit reporting body for any purpose described below;
- we obtain information about your loan or a guarantee of the loan from another organisation described above;
- we can't get hold of you and we rely on publicly available information to update your contact details;
- we check property, you offer as security, through public registers or our service providers; or
- we exchange information with your legal or financial advisers or other representatives.

### WHEN THE LAW AUTHORISES/REQUIRES COLLECTION OF INFORMATION

There are laws that affect organisations that may require us to collect personal information about you. For example, we may require information about you to verify your identity under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

We or the lender may verify your identity via electronic means.

### HOW YOUR INFORMATION MAY BE USED

The credit provider or the mortgage manager may use information about you for purposes including:

- Giving you information about loan products or related services;
- Considering whether you are eligible for a loan or any related service you requested;
- Processing the application and providing you with a loan or related service;
- Administering your loan or any related service, for example, to answer requests or deal with complaints;
- Identifying you;
- Telling you about other products or services it or its related companies make available and that may be of interest to you, unless you tell them not to;
- Allowing it to run its business efficiently and to perform administrative and operational tasks;
- Preventing or investigating any fraud or crime or any suspected fraud or crime;
- As required by law, regulation or codes binding it; and
- Any purpose to which you have consented.

You can let the credit provider or the mortgage manager know at any time if you no longer wish to receive direct marketing offers from them. They will process your request as soon as practicable. Also, the credit provider or the mortgage manager may use credit information about you to:

- enable an insurer to assess the risk of providing insurance to the credit provider or to address the credit provider's arrangements with the insurer;
- assess whether to accept a guarantor or the risk of a guarantor being unable to meet their obligations;
- consider hardship requests; and
- assess whether to securitise loans and to arrange securitising loans the lender makes.

An LMI insurer may use information about you:

- to decide whether to insure a lender under an LMI policy;
- to assess the risk of you or a guarantor defaulting on your obligations to the credit provider;
- to administer and vary the insurance cover including for securitisation and hardship applications;
- to verify information that the LMI insurer collects about you;
- to deal with claims and recovery of proceeds including, among other things, to enforce a loan or a guarantee in place of a lender if the LMI insurer pays out an insurance claim on your loan or the loan you guarantee;
- to conduct risk assessment and management involving credit scoring, portfolio analysis, reporting and fraud prevention;
- to comply with legislative and regulatory requirements including requirements under the Privacy Act 1988 and Insurance Contracts Act 1984 as amended from time to time;

- for a mortgage insurance purpose relating to you; and
- for any other purpose under the insurance policy the LMI insurer issues to the credit provider relating to your loan.

The title insurer or its related entities may use information about you:

- to assess the risk of providing title insurance to the credit provider;
- for the subsequent administration or variation of the title insurance policy;
- for risk assessment, reporting, fraud prevention, enforcement and claim recovery activities;
- to discharge your existing mortgage over the security property and register your new mortgage over the security property where a refinance is taking place;
- to deal with claims and to enforce a loan or a guarantee in place of the credit provider if the title insurer pays out an insurance claim on your loan or the loan you guarantee;
- for a title insurance purpose relating to you;
- to comply with legislative and regulatory requirements; and
- for any other purpose under the contract between the credit provider and the title insurer.

### WHAT HAPPENS IF YOU DON'T PROVIDE INFORMATION

If you don't provide your information to us, it may not be possible:

- to provide you with the product or service you want. For example, if information is not disclosed to an insurer, it may not be able to process the credit provider's request for insurance. In that case, the credit provider may not be able to assess this application;
- for the credit provider or a mortgage manager to manage or administer the loan the credit provider makes to you;
- verify your identity or protect against fraud; or
- in the case of the credit provider or mortgage manager, to let you know about other products or services that might be suitable for your financial needs.

### SHARING YOUR INFORMATION

#### SHARING WITH OTHER ORGANISATIONS

We use and share information about you with other organisations described above for the purposes described above.

#### SHARING WITH RELATED COMPANIES

We may share information about you with our related companies for the purposes described above.

#### SHARING WITH YOUR REPRESENTATIVES AND REFEREES

We may share information about you during the period of your loan with:

- your representative or any person acting on your behalf (for example, lawyers, settlement agents, accountants, brokers, brokers employee/assistant/other broker from same company or real estate agents); and
- your referees, such as your employer, to confirm details about you.

#### SHARING WITH CREDIT REPORTING BODIES

We may disclose information about you to a credit reporting body in relation to the application or your loan or your guarantee, including overdue payments. A credit reporting body may include information about you in reports that it gives other organisations (like other credit providers) to help them assess your credit worthiness.

Some of that information may reflect adversely on your credit worthiness, for example, if you fail to make payments or if you commit a serious credit infringement (like obtaining credit by fraud). That sort of information may affect your ability to get credit from other credit providers.

#### SHARING WITH THIRD PARTIES

We may disclose information about you to third parties, in relation to: considering the application; administering your loan; exercising rights relating to your loan; exercising rights relating to your guarantee; or any insurance policy an insurer issues to the credit provider relating to your loan or the loan you guarantee. Those third parties may include:

- valuers, other insurers, re-insurers, claim assessors and investigators;
- brokers or referrers that submitted applications on your behalf or referred you to the mortgage manager;
- other financial institutions, like banks;
- organisations that are involved in debt collecting or in purchasing debts;
- organisations, like fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other serious misconduct;
- organisations involved in surveying or registering a security property or which otherwise have an interest in a security property;
- government or regulatory bodies (including ASIC and the Australian Tax Office) as required or authorised by law. In some instances, these bodies may share the information with relevant foreign authorities;
- rating agencies to the extent necessary to allow the rating agency to rate particular investments;
- organisations involved in securitising your loan, including re-insurers and underwriters, credit providers, trust managers, trustees and security trustees;
- guarantors and prospective guarantors of your loan;
- the borrowers or the prospective borrowers of the loan you guarantee;
- payment system operators to allow us to investigate or correct payments on your loan; and
- service providers (including data consultants and IT contractors),

The credit provider or mortgage manager may disclose your personal information and credit related personal information, in relation to other services relating to your loan or your guarantee or its loan products, to others including:

- organisations that maintain, review and develop the credit provider's business systems, procedures and technology infrastructure;
- organisations that produce cards, cheque books or statements for the credit provider in relation to your loan or the loan you guarantee;
- organisations that assist the credit provider with product planning, research and development; and
- mailing houses and telemarketing agencies that assist the credit provider to communicate with you.

## APPLICANT DECLARATION & PRIVACY NOTICE AND CONSENT (CONT.)

### SHARING OUTSIDE OF AUSTRALIA

QBE may disclose information about you to related companies situated in the Philippines. Genworth may disclose information about you to related companies situated in the USA, Canada or the United Kingdom. RESIMAC may disclose information about you to related companies situated in New Zealand.

The title insurer or its related entities may disclose information about you to related companies situated in the USA, Malaysia or India.

We may store information about you in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country information about you may be held.

We may disclose information about you to overseas entities including in the Philippines, Asia-Pacific, European Union, United Kingdom, Canada or the United States of America. More information on overseas disclosure may be found in our Privacy Policy.

Overseas organisations may be required to disclose information shared with them under a foreign law. In those instances, the organisation, described above, that disclosed the information to the overseas organisation will not be responsible for that disclosure.

Each credit provider and service provider:

- will only share any credit information about you with a credit reporting body if that body has a business operation in Australia

### ACCESSING YOUR INFORMATION

You can ask us to access information that we hold about you. You have special rights to access credit eligibility information. You can find out how to access information about you (including credit eligibility information) by reading our Privacy Policy and our Credit Reporting Policy, available by contacting us. Please see our contact details in the schedule.

### CORRECTING YOUR INFORMATION

You can ask us to correct information we hold about you. You have special rights to correct credit information about you. You can find out how to correct information about you (including credit information and credit eligibility information) by reading our Privacy Policy and our Credit Reporting Policy, available by contacting us. Please see our contact details in the schedule.

### COMPLAINTS

If you have a complaint against us about a privacy issue, please tell us about it. You can find out how to make a complaint (including about a breach of credit reporting laws by us) and how we will deal with a complaint, by reading our Privacy Policy and our Credit Reporting Policy, available by contacting us. Please see our contact details in the schedule.

### PRIVACY POLICY AND CREDIT REPORTING SCHEDULE

You can find out more about how we manage information about you by reading our Privacy Policy and our Credit Reporting Policy, both available by contacting us. Please see our contact details in the schedule. Also, you can read and obtain a copy of that policy at our website address set out in the schedule

### CONSENT

By signing this form, you consent to:

- us obtaining information about you from a credit reporting body;
- to assess your application for consumer credit or commercial credit or to collect any payment that is overdue in relation to your loan; and/or
- to assess whether to accept you as a guarantor of the loan;
- us exchanging information about you with other credit providers to: assess the application;
- assess whether to accept you as a guarantor; assist you to avoid defaulting on your loan or your guarantee; notify other credit providers of a default by you; or assess your credit worthiness. This information may include credit eligibility information;
- if you are a joint applicant under the application or become a joint borrower under your loan, us exchanging information about you with your joint applicants or joint borrowers to process the application and to administer your loan;
- us disclosing information (including credit eligibility information to potential guarantors) about you to a potential or existing guarantor (or their legal representative) but only to assist them to consider whether to act as a guarantor or to offer property as security or to inform them about:
- the application and details of the obligations guaranteed or proposed to be guaranteed;
- your credit worthiness, credit capacity or credit history; and
- any other matter we decide is relevant to a potential guarantor or guarantor;
- if the credit provider or mortgage manager requests an insurer for LMI insurance or title insurance for the loan for which you applied, the lender, the credit provider or the mortgage manager disclosing to that insurer information about you for any purpose in connection with that insurance;
- us checking the details of the information you gave in the application. They may contact any person you named in the application for that purpose. If you give us an identity document (for example, your passport or driver's licence) in connection with the application, we may contact the authority that issued the document to verify the status of and any information contained in the document;
- us exchanging information (including credit eligibility information) about you with any person acting on your behalf (like a broker or a referrer) relating to processing the application and establishing and managing your loan or your guarantee;
- us exchanging information about you with our relevant service providers (including any service provider located outside Australia) including information that we collect from you as an agent of a state or territory government in relation to a First Home Owner Grant application you make.
- the credit provider disclosing your credit eligibility information to other organisations participating in securitising the credit provider's loans, but only for purposes relating to those arrangements including to enable those other organisations to exercise rights they have under securitisation arrangements to review loan files; and
- us using the information in the application to better understand and/or manage your relationship with us.
- for more information, please see the privacy notice above and our privacy policy and credit reporting policy, available by contacting us. Please see the contact details in the schedule.

### INFORMATION ABOUT OTHER PEOPLE

If you give information about another person (like your employer, spouse, referee or solicitor) in relation to the application or a loan you get from the credit provider to us, you will let that other person know that:

- we have collected their information to assess the application, to manage any loan you get from the credit provider and for any other purpose set out in the privacy notice above;
- we may exchange this information with other organisations set out in that privacy notice;
- we handle their personal information in the way set out in our Privacy Policy and that privacy

notice and they can:

- access or request a copy of that privacy policy or privacy notice; or
- access the information we hold about them,
- by using the contact details for us in the schedule; and
- you may not be able to get credit from the credit provider or we may not accept your application to act as a guarantor of a loan unless we obtain their information.

### MORE ABOUT THE CREDIT REPORTING BODY WE USE

#### CONTACT DETAILS

We may give information about you to one or more credit reporting bodies in relation to the application or your loan. Currently, we deal with Equifax Pty Ltd. Equifax's contact details are in the schedule. Equifax has a credit reporting policy about how it handles information about you. You can obtain copies of that policy at Equifax's website set out in the schedule.

#### IF YOU THINK YOU HAVE BEEN THE VICTIM OF A FRAUD

If you believe that you have been or are likely to be the victim of fraud (including identity fraud), you can request a credit reporting body not to use or disclose the information they hold about you.

#### IF YOU DON'T WANT YOUR INFORMATION USED BY THEM FOR DIRECT MARKETING/ PRE SCREENING PURPOSES

You can ask a credit reporting body not to use information about you to undertake pre-screening assessments of individuals to determine whether those individuals are eligible to receive direct marketing from a particular credit provider. Please contact the credit reporting body, if you want to ensure that the credit reporting body does not use information about you for pre-screening assessments.

### PROVIDING YOUR PERSONAL INFORMATION TO A MORTGAGE INSURER

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

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

The Insurer collects your information for the purposes of assessing our application and securing and administering LMI for your mortgage, including dealing with claims and recovery of proceeds.

The information collected by the Insurer is required under the Insurance Contracts Act 1984 (Cth) and is necessary for the Insurer to undertake its business. If you do not provide any of the information requested of you then the Insurer will not be able to issue insurance. As a result, we may not be able to provide the mortgage to you.

The Insurer may use your information to assess the risk of providing LMI to us, you defaulting on your obligations to us and you being unable to meet a liability arising under a guarantee in respect of mortgage finance given (or to be given) by us to another person.

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

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

Where permitted by the Privacy Act 1988 the Insurer may disclose your information to organisations located overseas (including in the USA, Canada, the United Kingdom or the Philippines) such as its related companies, re-insurers, service providers (including but not limited to data consultants and IT contractors), its agents, contractors and external advisers and government and other regulatory bodies. Overseas organisations may be required to disclose information shared with them with relevant foreign authorities under a foreign law. In those instances the Insurer is not responsible for that disclosure.

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

The Insurer may need to exchange your information with credit providers and advisors during the course of the mortgage insurance policy for any purpose set out in this consent.

The Insurer may seek and obtain further personal information (including sensitive information) about you during the course of the mortgage insurance policy. The terms of this consent and the Insurer's Privacy Policy and Credit Reporting Policy apply to the collection, use and disclosure of that information.

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

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

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

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

## APPLICANT DECLARATION & PRIVACY NOTICE AND CONSENT (CONT.)

**SCHEDULE**

**1. In this Notice**, the "Credit Provider" means each and every one of the following organisations (whether acting individually or together)

**Better Choice Home Loans Pty Ltd**

ABN 79 095 728 868, Australian Credit Licence 378333, Level 5, 50 Cavill Avenue Surfers Paradise QLD 4217 telephone 1300 334 336. Its privacy policy is set out at [www.betterchoice.com.au/privacy-policy](http://www.betterchoice.com.au/privacy-policy) or by telephoning the above number.

**BNK Banking Corporation Limited T/AS Goldfields Money**

ABN 63 087 651 849 Australian Credit Licence/AFSL 246884 14/191 St Georges Terrace, Perth WA 6000. Telephone 1300 464 465 Privacy policy is set out at [www.goldfieldsmoney.com.au](http://www.goldfieldsmoney.com.au).

**Permanent Custodians Limited**

ABN 55 001 426 384 Level 2, 2 Blight Street Sydney NSW 2000 telephone (02) 9260 6000. Its privacy policy is set out at [www.bnymellon.com/au/en/](http://www.bnymellon.com/au/en/) or by telephoning the above number.

**Perpetual Corporate Trustee Limited**

ABN 99 00 341 533, AFSL 392673, Level 18, 123 Pitt Street Sydney NSW 2000 telephone 1800 631 381. Its privacy policy is set out at [www.perpetual.com.au/privacy-policy](http://www.perpetual.com.au/privacy-policy) or by telephoning the above number.

**Perpetual Trustee Company Limited**

ABN 42 000 001 007 AFSL 236643 Level 18, 123 Pitt Street Sydney NSW 2000 telephone (02) 9229 9000. Its privacy policy is set out at [www.perpetual.com.au/privacy-policy](http://www.perpetual.com.au/privacy-policy) or by telephoning the above number

**Perpetual Trustees Victoria Limited**

ABN 47 004 027 258, Level 28 & 29, 525 Collins Street Melbourne VIC 3000 telephone (03) 8628 0400. Its privacy policy is set out at [www.perpetual.com.au/Privacy-Policy](http://www.perpetual.com.au/Privacy-Policy) or by telephoning the above number.

**2. In this Notice** the "Mortgage Manager" means each and every one of the following organisations (whether acting individually or together):

**Better Choice Home Loans Pty Ltd**

ABN 79 095 728 868, Australian Credit Licence 378333 Level 5, 50 Cavill Avenue Surfers Paradise QLD 4217. Telephone 1300 334 336. Its privacy policy is set out at [www.betterchoice.com.au/privacy-policy](http://www.betterchoice.com.au/privacy-policy) or by telephoning the above number.

**3. In this Notice** the "Credit Reporting Body" means each and every one of the following organisations (whether acting individually or together):

**Equifax Pty Ltd**

PO Box 964 North Sydney NSW 2059 Telephone 13 83 32 It's privacy policy is set out at [www.equifax.com.au/privacy](http://www.equifax.com.au/privacy) or by writing to the above address

**Illion**

PO Box 7405 St Kilda Road, Melbourne VIC 3004 Telephone 13 23 33. [illion.com.au](http://illion.com.au) It's privacy policy is set out at [illion.com.au/privacy-policy](http://illion.com.au/privacy-policy) or by telephoning the above number

**Experian Australia**

Level 20, 101 Miller Street North Sydney, NSW 2060 Telephone 1300 783 684 It's privacy policy is set out at [www.experian.com.au/privacy-policy-terms-conditions](http://www.experian.com.au/privacy-policy-terms-conditions) or by telephoning the above number

**4. In this Notice** the "Third Party Service" means each and every one of the following organisations (whether acting individually or together):

**TIS National**

Privacy Matters: GPO Box 241, Melbourne VIC 3001

**SIGNATURE OF APPLICANT / GUARANTOR / TRUSTEE**

I/we declare that I am/we are over the age of 18 and the information contained in this application are true and correct even if the information is not in my/our own handwriting and it is upon this basis that I/we make this application for credit. I/we Understand and acknowledge that Better Choice Home Loans Pty Ltd recommends that each of them seeks independent legal or other financial advice prior to entering into any credit contract that the credit provider may offer to the applicant(s) as a result of this application or any related guarantee. I/we understand that the submission of this application does not constitute an acceptance to lend to me/us. I/we also confirm our agreement to the matters set out above where I execute this document on behalf of a company in any capacity (including as applicant, guarantor or trustee), I do so both in my personal capacity and as a duly authorised officer of that company, and I agree that I am personally liable as if I were a party in my own right.

Signature	<input type="text"/>	Applicant/Guarantor Name	Date
Do you consent to us using your personal information for the purposes of verifying your identity using the Document Verification Service?			Yes No
Signature	<input type="text"/>	Applicant/Guarantor Name	Date
Do you consent to us using your personal information for the purposes of verifying your identity using the Document Verification Service?			Yes No
Signature	<input type="text"/>	Applicant/Guarantor Name	Date
Do you consent to us using your personal information for the purposes of verifying your identity using the Document Verification Service?			Yes No
Signature	<input type="text"/>	Applicant/Guarantor Name	Date
Do you consent to us using your personal information for the purposes of verifying your identity using the Document Verification Service?			Yes No