

## Credit Guide and Disclosure Document

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**Provided to : Mrs Mary Jane Citizen & Mr Jamie Michael Citizen**

This Credit Guide and disclosure document sets out important information about the services that we provide as a Credit Licensee.

We are required to provide this document to you as soon as practicable after it becomes apparent that we are likely to provide credit assistance to you. We provide "credit assistance" when we:

1. Suggest or assist you to apply for a particular credit contract with a particular credit provider; or
2. Suggest or assist you to apply for an increase to the credit limit of a particular credit contract with a particular credit provider; or
3. Suggest you remain in a particular credit contract with a particular credit provider.

**Congratulations** on choosing an MFAA (Mortgage & Finance Association of Australia) member to help you arrange your finance needs. The MFAA is Australia’s peak industry body for the mortgage and finance industry. Its members work hard to provide the best possible service and ethical standards.

This document provides information about the services we provide.

We are licenced under the National Consumer Credit Protection Act 2009 (NCCPAct).

**We will need information from you**

Under the NCCP act, we are obliged to ensure that any loan or principal increase to a loan we help you to obtain or any lease we help you to enter is not unsuitable for you. To decide this, we may need to ask you some questions in order to assess whether the loan or lease is not unsuitable. The law requires us to:

- Make reasonable inquiries about your requirements and objectives;
- Make reasonable inquiries about your financial situation;
- Take reasonable steps to verify that financial situation.

Credit will be unsuitable if, at the time of the assessment, it is likely that at the time the credit is provided:

- You could not pay or could only pay with substantial hardship
- The credit will not meet your requirements and objectives

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless contrary is proved. For this reason we must ask you to provide a significant amount of information. It is therefore very important that the information you provide to us is accurate.

We must provide you with a copy of our preliminary credit assessment of your application if you ask within 7 years of when we assist you. We are only required to give you a copy of the credit assessment if you enter into a loan or lease contract or the credit limit is increased.

If we arrange a loan for you to purchase or refinance real estate, remember you must make your own enquiries about the value of the real estate and its potential for future growth. Although we may obtain a valuation, that is for our own use and you should not rely on it.

**Our Services**

Our service offering and how we are remunerated is primarily split into three areas:

<b>Service</b>	<b>Type of Fee</b>	<b>Fee incurred by</b>
Preparation and Presentation of Recommendations and; Submission and Processing of Loan Applications	Upfront Commission	Lender
Post Settlement Management	Ongoing Commission	Lender

## Preparation and Presentation of Recommendations

In order to prepare and present a comprehensive recommendation based on your individual circumstances we complete the following:

- Preliminary assessment of your current financial position
- Collection and review of supporting documentation
- Completion of credit bureau enquiries
- Assessment of capacity to obtain approval with recommended lenders

Preparation of recommendation, which will include the following

- Lender recommendation
- Loan and repayment structure recommendation
- Product recommendation
- Explanation of product features and benefits
- Product comparisons
- Money management recommendations
- Insurance and Superannuation review

## Access to property Assessment reports

As part of our Recommendation process we will be completing and providing you with Property Assessment Reports on the security property to assist us and yourself obtaining the best possible valuation on your property.

For clients purchasing a property this offer extends to complimentary reports on any property you would like some further information on before placing an offer. There is no limit on the number of reports we will provide you as a client of FinancePath.

The retail cost of these reports through our provider is \$29.95.

## Submission and Processing

Once the recommendation has been presented and you wish to proceed with the loan application the following is completed:

- Collate and prepare loan application into required format for submission to the lender
- Liaise with the lenders credit team and yourself throughout the approval process
- Notify all parties of relevant approvals
- Communicate with and co-ordinate bank representatives and your representatives i.e solicitors/conveyancers and agents throughout both the approval and settlement process
- Provide all parties with timely updates on progress
- Instruct and liaise with valuers as required

## Post Settlement Management

The level of service we are able to provide you will be determined by the lender you have selected.

As a Mortgage Manager we have access to our own wholesale funded loans. Where one of these loans has been selected by you, the responsibility for the post settlement management of these loans will include but is not limited to:

- Processing of all repayment change requests
- Processing of construction drawdown payments
- Written notification of interest rate and/or loan agreement changes
- Management of client contact details
- Assistance with management of loan arrears and payment dishonours
- Fee calculation and co-ordination of discharges
- Loan variations and conversions

If you have selected a non-FinancePath loan with any of the funders listed on our panel, these post-settlement management responsibilities lie with the lender you have chosen. **FinancePath will still act as a Primary Contact Point** for any non lender specific enquiries including **STRUCTURING QUERIES** and **ADDITIONAL FUNDING REQUIREMENTS**. FinancePath will also carry out **ANNUAL REVIEWS ON ALL LOAN FACILITIES** regardless of which lender the loan is held with.

**Increases and Variations to existing FinancePath loan facilities**

FinancePath **DOES NOT** charge any administration fee for processing post settlement variations to your loan facility. Please refer to the fees and charges listed in your loan agreement for any fees charged by the lender.

**How are we remunerated?**

FinancePath is paid an up front and where applicable, an ongoing commission for these services from your nominated lender.

**Valuation Fees**

If we have recommended a FinancePath loan and a valuation fee is payable this will be disclosed in your recommendation document. Where a valuation is necessary, we are required to instruct third party valuers who invoice FinancePath for the cost of the valuation. This is a third party cost which is to be paid by the borrower. If a valuation fee has been listed as waived in your recommendation this has been done on the basis the commission earned on the loan will cover this cost. Should your loan not proceed to settlement and commission not be earned to cover this cost we reserve the right to re-coup the cost of the valuation from yourself directly.

**Services we provide**

We market FinancePath loans. These loans are structured and managed by us. The lender of record will either be Advantagedge Financial Services, Adelaide Bank or Pepper Money. If we are unable to meet your lending requirements with a FinancePath product, we will broker the market to identify a suitable product option.

For personal loans, we are authorised to engage in credit activities and therefore provide assistance to obtain personal loans for you from a panel of credit providers. The following are the credit providers through which we generally conduct the most business:

RateSetter

Wisr

Phoenix Mortgage Management

**Fees Payable by you**

We do not charge you for our services. However, you may need to pay the financier's application fee, valuation fees and other fees.

**Legal Fees**

If we have recommended a FinancePath loan and a legal fee is payable this will be disclosed in your recommendation document. We are required to instruct third party solicitors who invoice FinancePath for the cost of the preparation of mortgage documents. This is a third party cost which is to be paid by the borrower. If a legal fee has been listed as waived in your recommendation this has been done on the basis the commission earned on the loan will cover this cost. Should your loan not proceed to settlement and commission not be earned to cover this cost we reserve the right to re-coup the cost of legal fees from yourself directly.

**Referral Commission**

Under the National Credit Act, where your details have been referred to us by an organisation who doesn't hold a Credit Licence, we are required to obtain written confirmation from you that:

- You have consented to your details being provided to us
- You have been advised that if you take up a product or service recommended by FinancePath, \_\_\_\_\_ may be entitled to a financial benefit

The commission payable to \_\_\_\_\_ will be detailed within our Lending Recommendation.

**Potential Conflict of Interest**

The commission earned on our loan products can be higher than what is earned from other lenders. To meet our obligations as a Mortgage Manager the processing and Post settlement management costs of our loans is also higher. The range of products offered under the FinancePath brand may not always be the most suitable option for our clients. If this is the case, we will not recommend a FinancePath product.

Some other lenders on our panel require us to meet settlement targets to maintain our accreditation.

**Preliminary Assessment**

Before we provide you with credit assistance, we are required to complete a “Preliminary Assessment”. This Preliminary Assessment makes enquiries about:

- your requirements and objectives for seeking a credit product;
- your financial and relevant personal situation; and
- your repayment capacity.

You are entitled to request a copy of our Preliminary Assessment, and we must give you a copy if you so request. If you request a copy of the Preliminary Assessment:

- at any time during the first 2 years we must provide it within 7 business days; or
- between 2 years and 7 years after it was conducted we must provide it within 21 business days.

There is no charge for requesting or receiving a copy of the Preliminary Assessment. Our standard process is to provide you with a copy of this Preliminary Assessment as part of the loan recommendation.

**Unsuitable Credit Contracts**

By law, we must not:

1. suggest or assist you to apply for a particular credit contract with a particular credit provider; or
2. suggest or assist you to apply for an increase to the credit limit of a particular credit contract with a particular credit provider, or
3. suggest that you remain in your particular credit contract with your particular credit provider;

if that contract is “unsuitable”.

A credit contract will be “unsuitable” if:

1. it is likely that you will be unable to comply with the financial obligations under the credit contract; or
2. it is likely that you could only comply with the financial obligations with substantial hardship (such as having to sell your principal place of residence); or
3. it is likely that the credit contract will not meet your stated requirements or objectives.

We want to ensure that the credit products you select with us are not unsuitable for your needs. Because of this, it is important that you openly and honestly discuss with us your requirements, objectives, preferences, financial situation and repayment capacity.

**Consumer Disclosure Document**

*Our Promise to you is to.....*

- Provide you with relevant information to assist you to select a loan that best meets your requirements.
- Provide you with a detailed explanation of all features and costs associated with your chosen loan.
- Provide you an indicator as to what your repayments will be for your chosen loan.
- Complete the appropriate lending institutions application paperwork with details provided by you. Collect all necessary supporting documents.
- Package your loan application and supporting documents into a professional submission, which will ensure the quickest possible answer for your loan application.
- Communicate with your lender and keep you informed of the progress of your application.
- Maintain contact with you after your loan has settled and provide you any assistance, as required.

FinancePath is a Mortgage Manager. Any product information that is provided to you is provided to FinancePath by a third party. In order to provide our services to you, FinancePath has entered into commercial arrangements with the lenders as specified. Subject to meeting their credit criteria, we are able to arrange credit for you from those lenders. These lenders do not necessarily represent all the lenders who offer credit of the nature that you seek.

**Protecting Your Privacy**

**FinancePath understands how important it is to protect your personal information. The information within this document sets out our commitment to respect your personal information.**

This policy ensures your right to privacy, as we recognise that any personal information that you provide will only be used for the purposes indicated in our policy. It is of paramount importance to us that you are confident that any personal information provided, will be treated with appropriate respect ensuring protection of your privacy.

We are committed to abide by the National Privacy Principles for the protection of personal information, as set out in the Privacy Act and any other relevant law.

FinancePath offers financial products and services within the mortgage industry. We obtain information in respect of loan applications. We act as an intermediary between lenders and potential clients in order to source suitable loans products to consumers. We may also market other products.

**Personal Information**

When we refer to personal information we mean information from which your identity is apparent. This information may include information or an opinion about you, from which your identity can reasonably be ascertained. This may also include online electronic identity verification.

**Why we collect this information**

We collect information from our clients or from other sources in order to conduct our business. In order to provide you with our services, we may disclose your information with other organisations that provide products or services marketed by us. The organisations to which we are likely to disclose information about you include other mortgage intermediaries, lenders, valuers, lenders mortgage insurance, surveyors, accountants, credit reporting agencies, and lawyers. We may also disclose your personal information to any other organization that may have or is considering having an interest in your loan, or in our business.

**Collection of Information**

Where practical we will collect your information directly from you.

**Who will we disclose your information to**

We will inform you, at or before the time of collecting your information, the types of organisations that we intend to disclose your information to, prior to disclose any of your information to another organisation, we will take all reasonable steps to satisfy ourselves that:

- (a) The organization has a commitment to protecting your information at least equal to our commitment;  
and
- (b) You have consented to us doing so.

We may be required or instructed to disclose your information. Circumstances in which we may disclose your information would be to a Court or Tribunal in response to request or in response to a request or in response to a subpoena or to the Australian Taxation Office.

**Direct Marketing**

We may use your information to provide you with information about products or special offers you may find of interest, changes to our business, or new products or services being offered by us or any company we are associated with.

If you do not wish to receive marketing information, you may at any time decline to receive such information by contacting our office. We will not charge you for giving effect to your request and will take all reasonable steps to meet your request at the earliest possible opportunity.

**Updating your Information**

It is crucial to our relationship that the information we hold about you is accurate and up to date. During the course of our relationship with you, we will ask you to inform us if any of your information has changed.

You may change the information held by us by contacting us. Generally we rely on you to inform us if the information we hold is inaccurate or incomplete.

**Access to your Information**

We provide you with access to your information that we hold. You can request access to any of the information we hold about you at any time.

To access your information you can use the contact details specified above. We may charge a fee for our costs in retrieving and supplying the information to you.

**Denied access to your Information**

Situations may occur where we are not required to provide you with access to your information. For example, such a situation would be information relating to an existing or anticipated legal proceeding with you, or if you request is vexatious. An explanation will be provided to you, if we deny you access to your information.

**Identifying You**

It will be necessary for us to identify you in order to successfully do business with you, however, where, it is lawful and practicable to do so, we will offer you the opportunity of doing business with us, without providing us with information. Such a situation would be where you make general inquiries about interest rates or current promotional offers.

Where sensitive information is collected, stored, used or transferred about you, we will only use this information if you have consented or in the exercise or defence of a legal claim. Sensitive information may include, memberships in trade or professional association or trade unions, sexual preferences, criminal record or health.

**Security of Information**

We take reasonable measures to protect your information by storing it in a secure environment, and when the information is no longer required for any purpose for which the information may be used or disclosed, it will be destroyed or permanently de-identified.

We also take reasonable measures to protect any personal information from misuse, loss and unauthorized access, modification or disclosure.

**Maintaining our Privacy Policy**

We continually review our policies and endeavour to keep up to date with market expectations and the various laws governing the use of your information. As a consequence we may change our policy from time to time as the need arises. This policy came into existence in October 2003

**Handling Complaints**

We ensure that all staff that deal with, or are likely to deal with you, are aware of the name, title and telephone number of the Complaints Contact Person and the deputy Complaints Contact Person.

All staff have been given written instructions:

1. About how to transfer a client who has a complaint to the Complaints Contact Person or Deputy Complaints Contact Person; and
2. What client details to record if the Complaints Contact Person or Deputy Complaints Contact Person is for any reason unavailable (this information is to include as a minimum the client's name, telephone number and description of the product or transaction to which the client's complaint relates).

Your complaint need not be in writing and may be presented to any of the persons above by any reasonable means. For example letter, telephone, in person or email.

**FinancePath will not charge any fee in respect of your complaint pursuant to these Rules.**

**Investigating your complaint**

Any person who is involved in the subject matter of the complaint will not investigate your complaint. The Complaints Contact Person has the authority to access any and all documents and records of information (including computer systems) as may be necessary to properly investigate your complaint.

**Timeliness**

We will provide a written acknowledgement of receipt of your complaint promptly, unless your complaint is otherwise resolved in the meantime. FinancePath will provide a substantive response to your complaint as soon as possible, but within forty five (45) days after receipt of it.

If we cannot respond to your complaint within forty five (45) days, we will inform you of the reasons for the delay and of your rights to refer the complaint to an independent body.

We will have substantially responded to your complaint if we:

- (a) Accept the complaint and, if appropriate, offer redress; or
- (b) Offer redress without accepting the complaint; or
- (c) Reject the complaint.

**Written response to consumer**

We will give a written response to your complaint, which will include reasons for reaching a particular decision on the complaint that adequately address the issues that were raised in your complaint. Where practicable, our response will refer to applicable provisions in legislation, codes, standards or procedures.

**Remedies**

Where we accept your complaint and we are of the view that it is appropriate to offer redress to you, that redress may be non-financial as well as, or instead of, financial. If we consider a financial remedy is appropriate then we will give you compensation for any direct loss that you have suffered.

When we are determining the appropriate remedy to be given to you and the extent of loss or damage suffered by you, FinancePath will consider relevant legal principles, the MFAA Code of Practice and other relevant codes of conduct, concepts of fairness and relevant industry best practice.

**Publicity Dispute Resolution Procedures**

We will include in the initial correspondence to a client, the identity of our Complaints Contact Person and provide their direct telephone contact number. We will provide details on its web site of the name and contact telephone numbers of the Complaints Contact Person, as well as detailed copies of the entire Dispute Resolution Procedure.



**Data Collection**

We will keep such data concerning the client's complaint in such form and manner as we think fit, the type of data that we may keep will include:

- Type of complainant;
- Subject of complaint;
- Outcome of complaint;
- Timeliness of response;

In order that we can identify any systematically recurring problems, we will so far as practicable and relevant, classify complaints according to the particular provision of the MFAA Code of Practice alleged by the consumer to have been breached. Subject to legal constraints including constraints as to defamation and privacy, we will make available data collected in respect of consumer complaints to the Australian Securities and Investments Commission.

In addition, FinancePath, as full member of the Mortgage and Finance Association of Australia may need to make available data collected to the National Council of MFAA.

**Review**

We review our Internal Dispute Resolution Procedures every three (3) years to ensure that our complaints systems are operating effectively.

**External Dispute Resolution Process**

In addition to FinancePath's internal dispute resolution process, FinancePath as part of its obligations as Credit Licensee also has an External Dispute Resolution process (EDRP) should any matter not be able to rectified by our IDR.

The contact details of the EDRP body that FinancePath is a member of is listed below.

**Financial Ombudsman Service Limited**

GPO Box 3  
Melbourne Vic 3001  
ABN 67 131 124 448

T: 1800 367 287  
F: (03) 9613 6399

**Australian Financial Complaints Authority**

GPO Box 3  
Melbourne Vic 3001

T: 1800 931 678  
W: [www.afca.org.au](http://www.afca.org.au)

## PRIVACY CONSENT

This privacy consent relates to your application for a loan, to your application to guarantee a loan, to your loan, or to your guarantee of a loan. Your loan may be consumer credit or commercial credit.

The mortgage manager will submit the application to a lender or the lender's loan servicer to consider. If the lender or its loan servicer approves the application, it may seek lender's mortgage insurance (LMI).

This document 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.

By signing this document, you consent to the following organisations collecting, using, holding and disclosing personal information and credit-related information about you.

- The Mortgage Manager through whom you made the application or that manages your loan. The Mortgage Manager for your loan is FinancePath ACN 134 548 128;
- The Lender to whom you make the application or that gives you your loan. Please refer to the Schedule for the lenders covered by this privacy consent;
- The Loan Servicer that considers the application or administers your loan for the Lender. Please refer to the Schedule for the loan servicers covered by this privacy consent;
- The LMI Insurer that considers a Lender's request for LMI cover relating to the application or that gives LMI cover to the Lender for your loan. The LMI Insurer for your loan is either QBE Lenders Mortgage Insurance Ltd (QBE) ACN 000 511 071 or Genworth Financial Mortgage Insurance Pty Ltd (Genworth) ACN 106 974 305 (each an LMI insurer); and
- The Title Insurer that considers a Lender's request for title insurance relating to the application or that gives title insurance to the Lender for your loan, and its related entity. The Title Insurer for your loan is First American Title Insurance Company of Australia Pty Limited ACN 075 279 908 and its related entity is First Mortgage Services Pty Ltd ACN 110 202 429.

The LMI Insurers and the Title Insurer are described together below as the "Insurers".

Each of those organisations is described below together as "we" and "us".

In this privacy consent, "credit-related information" means information such as your identity information, the type, terms and maximum amount of credit provided to you, repayment history information, default information (including overdue payments), court information, new arrangement information, personal insolvency information, and details of any serious credit infringements. Credit-related information also includes credit eligibility information, which is information obtained from a credit reporting body or that is based on information obtained from a credit reporting body.

"Personal information" means any information or an opinion about an identified individual or an individual who is reasonably identifiable, including your name, date of birth, address, account details, occupation, and any other information we may need to identify you (including publicly available information from public registers and social media). If you are applying for a loan, we may also collect the number and ages of your dependants and cohabitants, the length of time at your current address, your employment details, and proof of earnings and expenses.

### How we handle your information

We may collect, use, hold and disclose personal information and credit-related information about you for the purposes of processing your application for credit, arranging or providing credit to you, assessing whether to accept a guarantee of credit from you, managing that credit, direct marketing of products and services by us, complying with laws, managing our relationship with you, and allowing us to perform administrative tasks.

We are also required to collect your personal information to comply with our obligations under Australian law, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (the "AML/CTF Act").

### How information is collected from you

We will collect personal information and credit-related 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 consent.

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

### How information is collected from other sources

Sometimes we will collect personal information and credit-related information about you from other sources as the *Privacy Act 1988* (Cth) (the "Privacy Act") permits. We will do this only if it is 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;
- 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.

### How your information may be used.

The Lender, Loan Servicer or Mortgage Manager may use your personal information and credit-related information for the purposes of:

- 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 we or our related companies make available and that may be of interest to you, unless you tell us not to;
- allowing us to run our 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 us; and
- any purpose to which you have consented.

You can let the Lender, Loan Servicer or Mortgage Manager know at any time if you no longer wish to receive direct marketing offers from us. We will process your request as soon as practicable.

The Lender, Loan Servicer or Mortgage Manager may also use credit-related information about you to:

- enable an Insurer to assess the risk of providing insurance to the Lender or to address the Lender'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.

The LMI Insurer may use your personal information and credit-related information:

- 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 a Lender;
- 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* and *Insurance Contracts Act 1984* (Cth) 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 Lender relating to your loan.

The Title Insurer may use information about you:

- to assess the risk of providing title insurance to the Lender;
- 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 a Lender 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
- or any other purpose under the contract between a Lender and the Title Insurer.

### What happens if you don't provide information

If you don't provide your personal information and credit-related information to us, it may not be possible:

- for us 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 Lender's request for insurance. In that case, the Lender may not be able to assess this application;
- for the Lender, Loan Servicer or Mortgage Manager to manage or administer the loan the Lender makes to you;
- for us to verify your identity or protect against fraud; or
- for us to let you know about other products or services that might be suitable for your financial needs.

## Sharing your information

### Sharing with credit providers

We may exchange your personal information and credit-related information with other credit providers for the purposes of assessing your creditworthiness, credit standing and credit history or credit capacity, as well as assisting you to avoid defaulting on your obligations under your loan or your guarantee. We may also notify other credit providers of a default made by you.

### Sharing with your representatives and referees

We may share your personal information and credit-related information with:

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

### Sharing with credit reporting bodies

We may disclose your personal information and credit-related information to a credit reporting body in relation to the application or your loan or your guarantee. We may obtain information about you from a credit reporting body for the purpose of assessing your application for consumer credit or commercial credit, collecting any payment that is overdue in relation to your loan, and/or assessing whether to accept you as a guarantor of the loan.

A credit reporting body may include information about you in reports that it gives other organisations (such as 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 obtain credit from other credit providers.

### Sharing with third parties

We may disclose your personal information and credit-related information to third parties.

Those third parties may include:

- auditors, 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, such as 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;
- any person where we are authorised to do so by law, such as under the AML/CTF Act;
- 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 underwriting your loan, including re-insurers and underwriters, loan servicers, 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;
- service providers (including data consultants and IT contractors), agents, contractors and advisers that assist us to conduct our business or to whom we outsource some of our functions;
- any organisation providing online verification of your identity; and

- any person where you have provided us consent.

Also, the Lender or Loan Servicer may disclose information about you to others, including:

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

### Sharing with Insurers

The Lender, the Loan Servicer or Mortgage Manager may disclose personal information and credit-related information to the Insurers, where they request LMI insurance or title insurance, for any purpose in connection with that insurance.

### 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.

The Title Insurer may disclose information about you to related companies situated in the USA, Malaysia or India.

The Mortgage Manager may disclose your personal information and credit-related information to third parties which may be in the Philippines, 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 Lender relating to your loan or the loan you guarantee. See the Mortgage Manager's Privacy Policy for more information.

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.

An overseas entity may not be subject to privacy laws or principles similar to those which apply in Australia, and any information disclosed to an overseas entity may not have the same protection as under the Australian privacy law. You may not be able to seek redress for any breach of your privacy which occurs outside of Australia. We take reasonable steps to ensure your personal information remains protected under the Australian Privacy Principles. You may obtain more information about these overseas entities by contacting us.

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

The Lender, Loan Servicer and Mortgage Manager:

- will only share any credit information about you with a credit reporting body if that body has a business operation in Australia; and
- is unlikely to share credit eligibility information with organisations that do not have business operations in Australia.

### **Accessing your information**

You can gain access to the personal information and credit-related information we hold about you. You have special rights to access credit eligibility information. You can find out how to access the personal information and credit-related information we hold about you by reading our Privacy Policy.

### **Correcting your information**

You can ask us to correct the personal information and credit-related information we hold about you. You have special rights to correct credit-related information about

you. You can find out how to correct the personal information and credit-related information we hold about you by reading our Privacy Policy.

### **Privacy Policy**

You can obtain a copy of the Privacy Policy of the Lender, Loan Servicer, Mortgage Manager and Insurers by contacting us using the contact details in the Schedule. You can also obtain a copy of the Privacy Policy of the credit reporting bodies. These Privacy Policies contain information about how you may access or seek correction of your personal information and credit-related information, how that information is managed, how you may complain about a breach of your privacy, and how that complaint will be dealt with.

The Privacy Policies also contain information on "notifiable matters", including things such as the information we use to assess your creditworthiness, the fact that credit reporting bodies may provide your personal information and credit-related information to credit providers to assist in an assessment of your credit worthiness, what happens if you fail to meet your credit obligations or commit a serious credit infringement (including our right to report a default or a serious credit infringement to credit reporting bodies), your right to request that credit reporting bodies not use your credit-related information for the purposes of pre-screening credit offers, and your right to request a credit reporting body not to use or disclose credit-related information about you if you believe you are a victim of fraud.

### **Information about other people**

If you give information about another person (such as your employer, spouse, referee or solicitor) in relation to the application or a loan you get from the Lender 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 a Lender, 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 they can:
  - access or request a copy of that Privacy Policy; 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 Lender or we may not accept your application to act as a guarantor of a loan unless we obtain their information.

**SCHEDULE**

**Lenders**

Perpetual Trustees Victoria Limited ACN 004 027 258  
Level 12, 123 Pitt Street, Sydney, NSW 2000.  
Tel: 02 9229 9000  
Web: [www.perpetual.com.au](http://www.perpetual.com.au)  
Its privacy policy is set out at  
<http://www.perpetual.com.au/privacy-policy.aspx>

AFSH Nominees Pty Ltd ACN 143 937 936  
Level 10, 101 Collins St, Melbourne VIC 3000  
Tel: 03 8616 1600  
Web: [www.advantedge.com.au](http://www.advantedge.com.au)  
Its privacy policy is set out at  
[www.advantedge.com.au/privacy](http://www.advantedge.com.au/privacy)

**SCHEDULE Cont.**

Adelaide Bank a Division of Bendigo and Adelaide Bank Limited ABN 11 068 049 178  
Australia Credit Licence 237879  
80 Grenfell Street, Adelaide SA 5000  
Tel 1300 652 200  
Its privacy policy is set out at  
[www.adelaidebank.com.au](http://www.adelaidebank.com.au)  
Or by telephoning the above number

Pepper Group Limited  
Australian Credit Licence No 286655  
ABN 55 094 317 665  
PO Box 6186, North Sydney NSW 2060  
Tel: 1300 650 931  
Web: [www.pepper.com.au](http://www.pepper.com.au)  
Its privacy policy is set out at:  
<https://www.pepper.com.au/privacy-policy>

Permanent Custodians Limited  
ACN: 001 426 384  
Tel: 02 9260 6000  
Web: [www.bnymellon.com.au](http://www.bnymellon.com.au)  
Its privacy policy is set out at:  
<https://www.bnymellon.com/au/en/#/ir/privacy>

Phoenix Mortgage Management PTY LTD  
ABN : 28 098 344 006  
100 Spring Street North  
Port Melbourne VIC 3207  
Australian Credit Licence : 393868  
Web: [www.phoenixmortgage.com.au](http://www.phoenixmortgage.com.au)  
Its privacy policy is set out at:  
[www.phoenixmortgage.com.au/privacy-policy](http://www.phoenixmortgage.com.au/privacy-policy)

Origin Mortgage Management Services Pty Ltd  
ACN: 601 349 071  
On behalf of Columbus Capital Pty Limited  
ACN: 119 531 252  
Australian Credit Licence 337303  
[www.originmms.com.au](http://www.originmms.com.au)  
Its privacy policy is set out at:  
[www.originmms.com.au/privacy-policy](http://www.originmms.com.au/privacy-policy)

Perpetual Corporate Trust Limited  
ACN: 000 341 533  
Its privacy policy is set out at:  
[www.perpetua.com.au/privacy-policy.aspx](http://www.perpetua.com.au/privacy-policy.aspx)

**Loan Servicer**

FinancePath ACN 134 548 128  
Ground floor - Unit 12  
15 Ricketts Road, Mount Waverley VIC 3149  
Tel: 1300 780 440  
Web: [www.financepath.com.au](http://www.financepath.com.au)  
Its privacy policy is set out at:  
<http://www.financepath.com.au/Privacy-Statement/275/contentdata.aspx>

Advantedge Financial Services Pty Ltd  
ACN 130 012 930  
Level 10, 101 Collins St, Melbourne VIC 3000  
Tel: 03 8616 1600  
Web: [www.advantedge.com.au](http://www.advantedge.com.au)  
Its privacy policy is set out at  
[www.advantedge.com.au/privacy](http://www.advantedge.com.au/privacy)

**Insurers**

QBE Lenders Mortgage Insurance Ltd  
ACN 000 511 071  
Level 21, 50 Bridge St, Sydney NSW 2000  
Tel: 1300 367 764  
Web: [www.qbelmi.com](http://www.qbelmi.com)  
Its privacy policy is set out at  
<http://www.qbelmi.com/pg-QBE-Privacy-Policy-Statement.seo>

Genworth Financial Mortgage Insurance Pty Ltd ACN 106 974 305  
Level 26, 101 Miller St, North Sydney NSW 2060  
Tel: 1300 655 422  
Web: [www.genworth.com.au](http://www.genworth.com.au)  
Its privacy policy is set out at  
<http://www.genworth.com.au/privacy-policy>

First American Title Insurance Company of Australia Pty Ltd ACN 075 279 908  
Level 10, 309 George Street, Sydney NSW 2000  
Tel: 1300 362 178  
Web: [www.firsttitle.com.au](http://www.firsttitle.com.au)  
Its privacy policy is set out at  
<http://www.firsttitle.com.au/property-owners/copyright-copy-first-title-privacy-policy>

**Credit Reporting Bodies**

Equifax Pty Ltd  
Online: [www.mycreditfile.com.au](http://www.mycreditfile.com.au)  
Equifax credit reporting policy is set out at  
<https://www.equifax.com.au/privacy>  
Mail : Equifax Public Access Equifax Australia Commercial Services and Solutions Pty Limited  
GPO Box 964  
NORTH SYDNEY NSW 2059

Dun & Bradstreet (Australia) Pty Ltd  
online: [dnb.com.au](http://dnb.com.au)  
Dun & Bradstreet privacy policy is set out at:  
<https://www.dnb.com.au/privacy-policy>  
Mail : Dun & Bradstreet  
PO Box 7405, St Kilda Road  
Melbourne VIC 3004

**DECLARATION**

I/we declare that I am/we are over the age of 18 and the information contained in this application are true and correct in every particular and it is upon this basis that I/we make this application for credit. I/we also confirm our agreement to the matters set out above

**NOTE: - Signature boxes are within the following pages of this document**

## SIGNATURE OF APPLICANT / GUARANTOR

The applicant(s) and guarantor(s) acknowledge and agree that we/I have read and understood the content of the Credit Guide and Disclosure document and provide the necessary authorisations and consents as detailed within the Privacy Act and Privacy Consent.

I/We confirm where referred by a third party we consent to FinancePath having made contact with us and the payment of any referral fee to the third party.

Client Name(s) : Mrs Mary Jane Citizen & Mr Jamie Michael Citizen

Signature (1):

Signature (2):

.....  
Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

.....  
Date : \_\_\_\_/\_\_\_\_/\_\_\_\_