

Privacy, Consents, Declarations and Rate Lock

**TEACHERS MUTUAL
BANK LIMITED**

In this document, "the Bank", "we", "us" and "our" means Teachers Mutual Bank Limited and "you" means the person applying for or with one or more of our products and services.

**This document is for broker use only.
Please complete in CAPITAL letters**

Your details

First borrower

Title (optional) Mr Mrs Ms Miss Other

Given names

Last name

Second borrower

Title (optional) Mr Mrs Ms Miss Other

Given names

Last name

Rate lock for fixed rate loans

Rate Lock is an option available to lock in the current interest rate on your fixed rate home loan. The rate is locked in for a period of 90 days from the date of application. Rate Lock incurs a fee of 0.10% of the fixed rate application amount and is added to the loan and disclosed in your offer and loan contract.

- Yes, you wish to apply rate lock to your eligible fixed rate home loan application
 No, you do not require rate lock to be applied to your eligible fixed rate home loan application

Your Way Plus Applications – Mortgage Offset facility

Under the mortgage offset facility, a Your Way Plus home loan is linked with your Everyday Direct account. The balance of your linked Everyday Direct account is taken into account when calculating interest on your Your Way Plus home loan.

Complete this section if you would like to set up or change the mortgage offset facility for your Your Way Plus home loan. Before your loan settles, one Everyday Direct account can be linked. After your loan has settled, you can request to link additional Everyday Direct accounts, up to a maximum of eight in total, by contacting us.

If you are applying for a new loan and leave this section blank, the mortgage offset facility will not be applied at this time. If you are using this form to change an existing loan and leave this section blank, your current mortgage offset facility arrangements will remain unchanged.

Everyday Direct account to be linked:

You would like to link your existing Everyday Direct account under the mortgage offset facility

Or

You request a new Everyday Direct account with Visa Debit card to be opened and linked under the mortgage offset facility

Split loan instructions: If you are setting up or changing the mortgage offset facility and your loan is split into fixed rate and variable rate loan accounts, we will link the Everyday Direct account listed above to your variable rate loan account unless you indicate otherwise below:

{Optional} Link the Everyday Direct account listed above to your fixed rate loan account

Multiple Your Way Plus home loans: If you have multiple Your Way Plus home loans, please indicate the Your Way Plus home loan account and Everyday Direct account you would like linked under the mortgage offset facility:

Your existing Your Way Plus home loan account Your existing Everyday Direct account

Your existing Your Way Plus home loan account Your existing Everyday Direct account

Your Way Plus Applications – annual Package Fee

Please indicate from which account you want your annual package fee to be debited:

Your existing Everyday Direct Account

Or

Your new Everyday Direct account (opened as part of this request)

Electronic Disclosures

We prefer to communicate with you electronically in a manner that protects your personal information. By opening an account, you agree that we may give you electronically disclosure documents relating to this opening of a new deposit account (for example by email, SMS text message, message in internet banking, message in our mobile banking application) or by making them available to you on our website and telling you that they are available for viewing, unless you tell us that you want to receive paper copies. You may request paper copies at any time.

Consent to receive Loan offer Pack by email

- You consent to the Bank emailing to your email address nominated in the "personal details" section of this form, the Loan Offer Pack that consists of:
- ▶ Offer and Loan Contract
 - ▶ other ancillary loan documents and
 - ▶ in the case of a home loan, mortgage documents.

By ticking the box above, you agree that:

- ▶ the Loan Offer Pack stated above will not be given to you in paper form by post
- ▶ you will keep your email address up to date and check it regularly for notifications from us and
- ▶ you may change your preference for how the Loan Offer Pack is sent to you at any time.

Acknowledgements and declarations

Declarations

- A. You declare you're are over 18 years of age and the information stated in this home loan application is true, correct and complete.
- B. You understand that if there is more than one borrower, each borrower is liable to Teachers Mutual Bank Limited separately for the balance of the loan as well as together.
- C. You understand if your application is approved Teachers Mutual Bank Limited will add the applicable fees e.g. Establishment fee, government fees etc to the loan and you authorise Teachers Mutual Bank Limited to debit the fees to your loan account on settlement. These fees will be confirmed in the Offer and Loan contract.
- D. You acknowledge and agree to the Privacy Consent - Lending on the following pages.
- E. You consent to release personal information about you to any prospective guarantor/s for the purposes of them to consider their guarantee application. This includes details of the credit you have applied for, your financial position, a copy of your credit report issued by a credit reporting body, a copy of your company credit report (where applicable) issued by a credit reporting body, any adverse transaction history, and any other reasonable information that a prospective guarantor might wish to consider. In providing your consent, you agree that you have obtained authorisation from all relevant parties to share the relevant information with the prospective guarantors.

Your Way Plus Package applicants:

- F. You acknowledge receipt of the Package terms and conditions on the following pages and agree with them. You acknowledge that you will receive separate terms and conditions for the benefits featured in the Package.

Refinancing Only:

- G. You declare that our previous loan now being refinanced by the Bank was used wholly or predominately for owner occupied housing or residential investment housing.
- H. By signing this document, You acknowledge you have read and responded correctly to all requests for information disclosed in this application.

Your Signature/s and date

First borrower

Signature

Date

Second borrower

Signature

Date

Your Way Plus Applicants

Package Terms & Conditions

The Your Way Plus Home Loan Package offers members a range of benefits on loan and other products for the payment of the annual Package Fee. The Package is not a credit product or financial product in itself, but operates in conjunction with the terms and conditions for the loans and other products to which the Package relates. If you cease to be a Package holder those benefits end.

Terms and conditions

1. Eligibility

To be eligible for, and to retain the Package you must:

- ▶ have a Your Way Plus Home Loan;
- ▶ have activated and have access to internet banking; and
- ▶ at all times have an eligible Package deposit account;
- ▶ have paid the annual Package Fee, unless you are an essential worker[^], and first home buyer; and
- ▶ not be in default of these terms and conditions, or the terms and conditions of the Your Way Plus Home Loan, or any other loan with us.

2. Commencement

The Package starts on the day when both the Your Way Plus Home Loan is funded and you pay the Package Fee if it applies to you ("Commencement Date").

3. Package Fee

The annual Package Fee is payable by you on the Commencement Date and each anniversary of that date thereafter, until your Package is cancelled. The amount of the Package Fee is set out in our Fees and charges brochure and on the Package section of our website.

4. Deduction of Package Fee

When the annual Package Fee falls due you authorise us to debit the fee from your Package deposit account. If there are insufficient funds in the account, you agree that we may debit any other deposit account you hold with us.

5. Package Benefits

While you participate in the Package we will, subject to any changes we make, provide the following benefits:

- ▶ The interest rate under the Your Way Plus Home Loan will be lower than the variable rate under our Your Way Home Loan Standard Variable Rate;
- ▶ Balances in eligible offset accounts (up to 8 per loan) are 100% offset against the loan when calculating interest, with no offset account servicing fee;
- ▶ If the Your Way Plus Home Loan has a fixed interest rate, we partially waive the restrictions on reducing the total outstanding balance amount in advance of the repayments set out in the loan contract. This restriction is found in the Consumer Lending Terms and Conditions. The Annual Early Repayment Threshold is the amount of \$10,000 in each 12-month period starting from the day your Fixed Rate Period starts. If you make repayments that exceed the Annual Early Repayment Threshold, we will endeavour to return amounts in excess of the Annual Early Repayment Threshold. If we are unable to do so you may be subject to payment of a break fee.
- ▶ Amounts paid up to the Annual Early Threshold are available for redraw, providing your account remains one payment in advance after the redraw;
- ▶ We waive:
 - the Package Fee for essential workers[^] who are first home buyers;
 - the Your Way Plus establishment fees;
 - the application fees for any personal loans;

If the benefits are changed, the current benefits set out in the Package section of our website apply and form part of these terms and conditions. The interest rates and standard fees and charges applicable to your products and services will apply, except as modified by these Package terms.

We may introduce additional benefits which may have their own terms and conditions. To receive additional benefits you may have to apply to us so we can assess your eligibility.

We may at our discretion waive or reduce fees, including the Package Fee, for promotions or other activities outside the Package Benefits. This doesn't change the Package Benefits you're entitled to.

6. Changes to the Package Terms and Conditions and the Benefits

We may at our discretion waive or reduce fees, including the Package Fee, for promotions or other activities outside the Package Benefits. This doesn't change the Package Benefits you're entitled to.

We may change these Package terms and conditions (including changing or withdrawing any benefits or changing the eligibility criteria) by giving you a written notice. We may make these changes where we think it is reasonably necessary or desirable to change our product offering, to meet the needs of members, to remain competitive and financially strong, or to comply with the law.

If the change reduces the Package benefits, increases your costs or is otherwise adverse to you, we will give you this notice in writing at least 30 days before the change takes effect. If you are unhappy with a change we have made to these Package terms and conditions, you can cancel your Package. Where we reasonably assess that the change is adverse to you, a reimbursement of the pro-rata amount of the annual fee for the period to the anniversary date will be available to you.

7. Cancellation of your Package

If you cease to be eligible for the Package at any time, we may give you written notice canceling your Package.

We may cancel the Package by giving you 30 days written notice.

You cancel your Package if:

- ▶ you discharge your Package loan;
- ▶ you switch Your Way Plus Home Loan to another product;
- ▶ you close your Package deposit account; or
- ▶ you ask us to cancel it.

8. Effect of Cancellation

Upon cancellation, your Package benefits will cease to apply and:

- (a) if your Package is cancelled part-way through a year no pro-rata amount for the period to the anniversary date of the annual fee will be refunded to you;
- (b) we will vary the variable interest rate that applied to the Your Way Plus Home Loan and the loan will change to one of our other home loans;
- (c) at the end of any fixed interest rate period the interest rate will revert to the applicable variable interest rate under the home loan we transfer you to; and
- (d) any waiver term of and conditions or fees and charges will cease; and
- (e) you must immediately pay any outstanding annual Package Fees.

We will send you notice of the variations made to the Your Way Plus Home Loan contract.

9. Customer Owned Banking Code of Practice

The relevant provisions of the Customer Owned Banking Code of Practice apply to the Your Way Plus Home Loan Package.

10. Complaints

We have a dispute resolution system to deal with any complaints you may have in relation to our products and services. We will act fairly, honestly and reasonably in our dealing with you. We will work with you to try and find common ground. Our Complaints and dispute resolution policy is available to you on request and on our websites under **Contact > Comments, compliments and complaints**. This outlines our guiding principles in our dealings with you.

If you have raised your concerns with us and you are not satisfied with the outcome, then you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. You can contact AFCA directly via:

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority
GPO Box 3 Melbourne, VIC 3001.

^Eligible Essential workers include: School Principal, Faculty Head, Commissioned Fire Officer, Commissioned Police Officer, Ambulance Officer, Intensive Care Ambulance Paramedic, Supervisor Police Officer, Police Officer, Senior Fire Fighter, Fire Fighter, Registered Nurse, Registered Midwife, Registered Mental Health Nurse, Registered Developmental Disability Nurse, Enrolled Nurse, Pre-Primary School Teacher, Primary School Teacher, Secondary School Teacher, Special Needs Teacher, Special Education Teachers, University Lecturer, University Tutor, Vocational Education Teacher, English as a Second Language Teacher.

Privacy Consent – Lending

What sort of personal information do we collect from you when you apply for credit?

Usually, we collect information such as your name, date of birth and evidence of identity, as well as information about your financial position and your current credit history.

What happens if you do not provide us with information?

If you do not provide us with personal information, we may not be able to provide you with the products and services you are seeking.

Do we collect any other information when you apply for credit?

Under the responsible lending obligations in the National Consumer Credit Protection Act 2009 (Cth), credit providers need to see your credit history and present position in order to assist them in meeting their obligations.

Consequently, we may obtain a credit report about you from a credit reporting body when you apply for credit with us.

What is in a credit report?

A credit report contains information about your credit history. This can include financial hardship information, which is information about any arrangement (formal or informal) you may have made with a credit provider for any variation of or relief from credit obligations.

Your credit history helps us assess your credit worthiness and credit applications, verify your identity and manage the loan accounts and credit facilities you have with us.

Credit reporting bodies use credit information about individuals to prepare credit reports which may then be made available to credit providers to assist them in assessing individuals' credit worthiness.

What information can we provide to credit reporting bodies?

Comprehensive credit reporting

Under the comprehensive credit reporting regime, we pass, on a regular basis, details of your credit information and history to a credit reporting body. This includes credit you have or have had, the amounts you have borrowed, whether or not payments have been made on time, financial hardship information and whether you have committed a serious credit infringement.

The credit reporting bodies we may use are:

- ▶ Equifax Australia Information Services and Solutions Pty Ltd (Equifax Australia)
- ▶ Experian Australia Credit Services Pty Ltd (Experian Australia)

You can download copies of these organisations' privacy policies as follows:

- ▶ Equifax Australia – at equifax.com.au
- ▶ Experian Australia – at experian.com.au

Applying for credit

When you apply for credit, the information we provide to a credit reporting body includes your identification details, what type of credit you've applied for and the amount.

We will ask the credit reporting body to provide us with an overall assessment score of your creditworthiness – your credit score.

Please note that credit reporting bodies are not permitted to use any financial hardship information about you in advising us of your credit score.

Pre-screening and restricting disclosure in cases of fraud

Credit providers may ask credit reporting bodies to use their credit-related information to pre-screen you for marketing. You can ask a credit reporting body not to do this.

Also, if you've been, or have reason to believe that you have been, are, or likely to become, a victim of fraud (including identity fraud), you can ask the credit reporting body not to use or disclose the credit-related information it holds about you.

To whom do we disclose personal information?

The types of people and entities we disclose personal information about you to include:

- ▶ people and entities with whom we have outsourcing or service arrangements, including statement production and delivery, card production, identity confirmation and verification, loan origination, verifying loan applications, auto credit decisioning, payment processing and systems, banking services, data and transaction processing, information technology support, document storage, legal and accounting services
- ▶ brokers, agents and advisers acting for you
- ▶ lenders' mortgage insurers and valuers
- ▶ persons and organisations who assist us in monitoring recorded calls for the purposes of quality assurance, training and acknowledgement
- ▶ our auditors, insurers and re-insurers
- ▶ employers or former employers (to verify employment in the case of loan applications)
- ▶ government and law enforcement agencies or regulators
- ▶ credit reporting bodies and other credit providers
- ▶ organisations that help identify and investigate inappropriate or illegal activity, such as fraud and
- ▶ Consumer Data Right accredited data recipients where you have consented to the accredited data recipient collecting the personal information from us and us disclosing the personal information to the accredited data recipient (see our [Consumer Data Right Policy](#) which is available on our website and on request for more information).

Electronic verification of identity

▶ Section A

We are required under the Anti-Money Laundering and Counter-Terrorism Financing Act to collect and verify information relating to your identity. Subject to your consent, we will disclose your name, address and date of birth in order to access identification information electronically held by credit reporting bodies, the government's Documentation Verification Service (DVS)¹ and other public records.

To access such information, we use a service provider registered under the DVS. The service provider, may, for verification purposes on our behalf:

- ▶ request that a credit reporting body provide us with an assessment as to whether your personal information matches that held in their credit information files. (In preparing this assessment, the credit reporting body may use the personal information of other individuals);
- ▶ disclose your personal information to the DVS;
- ▶ search other public records.

▶ Section B

We are also required under the State based real property laws to collect personal information and verify the identity of mortgagors for mortgages (VOI). These laws are: the Electronic Conveyancing (Adoption of National Law) Act 2012 (NSW), Electronic Conveyancing (Adoption of National Law) Act 2013 (Victoria), Electronic Conveyancing National Law (Queensland) Act 2013 (Queensland), Electronic Conveyancing Act 2014 (Western Australia), Electronic Conveyancing National Law (South Australia) Act 2013 (South Australia), Electronic Conveyancing (Adoption of National Law) Act 2013 (Tasmania), Electronic Conveyancing (National Uniform Legislation) Act 2013 (Northern Territory) and Electronic Conveyancing National Law (ACT) Act 2020 (Australian Capital Territory).

In this sub-section, "you" or "your" mean the proposed mortgagor(s). Subject to your consent, our identity verification is performed by a service provider, OCR Labs Pty Ltd (ACN 603 823 276) trading as IDVerse. To verify your identity, information about you, including data from your identity document(s), your biometric data and information about your device and location will be provided to IDVerse. For further details about how IDVerse may collect, hold, use or disclose your personal and sensitive information please refer to [IDVerse's privacy policy](#).

If you do not consent to these processes, alternative forms of verifying your identity are available on request.

If we are unable to verify your identity using the above methods, you will be provided with a notice to that effect. You may then be asked to provide further evidence of your identity. If we are unable to verify your identity to our satisfaction, we will not be able to admit you to membership or provide you with the services or products you seek.

Our Privacy and Credit Reporting Policy and accessing personal information

Our Privacy and Credit Reporting Policy is available on our website. It contains information about:

- ▶ how you can access personal information about you
- ▶ how you can seek correction of that personal information
- ▶ how you may complain if you think we may have breached your privacy
- ▶ how we collect, use, hold and disclose your personal information
- ▶ how we will deal with your complaint and
- ▶ how we manage credit information.

Sending information overseas

Depending on our commercial arrangements, we may disclose personal information about you to business partners with operations overseas or who store personal information overseas (eg providers of lenders' mortgage insurance ("LMI")).

How to contact us

If you have any queries regarding privacy, use any of the methods set out below:

Teachers Mutual Bank Limited

Address: GPO Box 5313, SYDNEY NSW 2001

Phone: 1800 862 265

Email: privacy@tmb.com.au

¹ The DVS is a national online system that allows personal identifying information about individuals to be compared against government records. Your information will be matched against that held by the relevant government department or agency. You can find out more about the DVS on their website.