

# Consumer Mortgage Lending Products

## Terms and Conditions

Effective 18 December 2020

These products are issued by the Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL and Australian credit licence 234945



# Introduction

- This booklet contains information to help you make an informed decision about the consumer mortgage lending product(s) that best suit your needs, and to help you compare with others that you may be considering.
- This booklet also contains the terms which govern those products.
- This booklet should be read in conjunction with the separate brochure containing standard fees and charges for Home Loans, Investment Home Loans, Viridian Line of Credit, Equity Unlock Loan for Seniors and Mortgage Interest Saver Account.
- Section 2 contains our Usual Terms and Conditions (UTC) for Consumer Mortgage Lending, including for investment purposes. They do not contain all the information we are required to give you before you enter into the Contract.
- If your loan is regulated by the National Credit Code please read the Information Statement – Part F in Section 1.
- The rest of the information is contained in the Schedule. Please read the Schedule first before reading this booklet.
- Other terms and conditions may also apply to the Loan Account by operation of law.
- Applications for finance are subject to the Bank's normal credit approval.
- Full terms and conditions will be included in the Bank's loan offer. Fees and charges are payable.

# Contents

<b>Section 1: Useful information</b>	<b>Page</b>
<b>About the National Consumer Credit Protection Act</b>	<b>9</b>
<b>Credit Guide</b>	<b>9</b>
<i>Individuals have rights when they borrow money</i>	
<b>Banking Code of Practice</b>	<b>10</b>
<i>We abide by the Banking Code of Practice established by the banking industry</i>	
<b>ePayments Code</b>	<b>10</b>
<i>We comply with ASIC's ePayments Code when you carry out an electronic transaction</i>	
<b>About our contractual relationship</b>	<b>10</b>
<i>Sections of this booklet that apply when you enter into a contract with the Bank</i>	
<b>Updating this booklet</b>	<b>11</b>
<i>Information in this booklet may change</i>	
<b>Information about your Schedule</b>	<b>11</b>
<i>Quick reference guide to your credit contract</i>	
<b>How we can help</b>	<b>12</b>
<ul style="list-style-type: none"><li>• Buy your first home</li><li>• Refinance your home</li><li>• Buy your next home</li><li>• Renovate your home</li><li>• Build your home</li><li>• Manage your home loan</li><li>• Invest in property</li><li>• You could save with a Home Loan Wealth Package</li><li>• Flexible repayment options for your home loan</li></ul>	<ul style="list-style-type: none"><li>12</li><li>12</li><li></li><li>12</li><li>12</li><li>12</li><li>13</li><li>14</li><li>14</li></ul>
<b>Information statement – Part F</b>	<b>15</b>
<i>Things you should know if your proposed credit contract is regulated by the National Credit Code</i>	

<b>Section 2: General Terms and Conditions that apply to all Loans</b>	<b>19</b>
General and specific terms and conditions that apply to all consumer mortgage lending products.	
<b>1. Meaning of words</b>	<b>19</b>
<i>Definition of terms used in this booklet</i>	
<b>2. Before we provide a loan</b>	<b>24</b>
<i>The things you need to do before we can give you a loan</i>	
<b>3. What we require from you for the loan to operate</b>	<b>25</b>
<i>What we need to know about your identity, financial position and the security property, compliance with any additional requirements and authority to operate</i>	
<b>4. What you must tell us each time you ask for credit</b>	<b>27</b>
<i>Representations and warranties you make to us under the contract</i>	
<b>5. Funding your loan</b>	<b>28</b>
<i>How the loan is funded and when we may not fund the loan</i>	
<b>6. What interest do I pay?</b>	<b>29</b>
<i>Interest you pay on the loan and how we debit interest</i>	
<b>7. Fees and charges that may apply</b>	<b>30</b>
<i>Information about fees and charges, when they are charged and how we use your payments to repay the loan</i>	
<b>8. Capitalising unpaid interest, fees and charges</b>	<b>31</b>
<i>Information about how unpaid interest, fees and charges are added to your loan</i>	
<b>9. Default</b>	<b>31</b>
<i>When you could be in default under the Contract, how we will tell you, how it could affect your loan and what you and we can do if this happens</i>	
<b>10. Variations</b>	<b>33</b>
<i>Changes to your loan that we can make (e.g. to interest rates, fees, features, terms and conditions etc), how and when we will tell you and changes that you can request (e.g. switch loan type, portability or splitting)</i>	
<b>11. General</b>	<b>36</b>
<i>Our rights and your obligations, valuations, how notices are sent and tax obligations</i>	
<b>12. Building Insurance</b>	<b>40</b>
<i>Your obligation to maintain adequate Building Insurance throughout the term of your loan</i>	
<b>13. Your Loan Options</b>	<b>41</b>
<i>A summary table so you can compare loan types and features</i>	

# Contents

<b>Section 2: Home Loans (HL)</b>	<b>43</b>
<i>Specific terms and conditions that apply to Home Loans.</i>	
<b>HL1. Interest on fixed or guaranteed interest rate loans</b>	<b>43</b>
<i>Setting the interest rate, when it is stated, when it can change, what happens when the fixed rate period ends and paying interest in advance</i>	
<b>HL2. Interest on variable interest rate loans</b>	<b>44</b>
<i>How we set the interest rate</i>	
<b>HL3. How we fund a construction loan</b>	<b>45</b>
<i>When you must start and finish building works, how we fund the loan and when we may not pay</i>	
<b>HL4. Paying interest only</b>	<b>45</b>
<i>When interest only payments are due and how that may be different if the loan is funding as one drawing or progressively</i>	
<b>HL5. Repaying principal and interest</b>	<b>46</b>
<i>When principal and interest repayments are due and choosing monthly, weekly or fortnightly repayments</i>	
<b>HL6. Changes to repayments</b>	<b>47</b>
<i>When we and you can make changes to repayments</i>	
<b>HL7. Interest offset</b>	<b>48</b>
<i>How we calculate interest if your loan type has an interest offset facility, the interest offset rate, your obligations and linking interest offset accounts</i>	
<b>HL8. Owner occupation and leasing</b>	<b>49</b>
<b>HL9. Repayment Redraw Facility (RRF)</b>	<b>49</b>
<i>When RRF may be available, when you can redraw, how we determine the amount available and how it is debited</i>	
<b>HL10. Suspending credit</b>	<b>51</b>
<i>When we can suspend or change redraw or credit and close the loan account, your obligations and how we tell you</i>	
<b>HL11. Prepaying fixed interest rate Loans</b>	<b>51</b>
<i>Prepayment limits, when you can make a prepayment and when we may refuse, and information about when we can charge an Early Repayment Adjustment and how it is calculated</i>	
<b>HL12. Prepaying a variable or guaranteed interest rate loan</b>	<b>52</b>
<i>When you can prepay and information about when we can charge an Early Repayment Adjustment and how it is calculated</i>	
<b>HL13. Statement of account</b>	<b>53</b>
<i>When we send you a statement of the loan account</i>	

<b>HL14. Commitment period</b>	<b>53</b>
<i>When we can terminate the Contract within or after the initial commitment period</i>	
<b>HL15. Features of your loan</b>	<b>54</b>
<i>Top ups, repayment holidays and Home Loan Compassionate Care</i>	
<b>HL16. Processing transactions</b>	<b>55</b>
<i>When transactions may be credited or debited</i>	
<b>Section 2: Equity Unlock Loan for Seniors (C)</b>	<b>55</b>
<b>(Note:</b> Unavailable for new fundings and limit increases on and from 1 January 2019.)	
<b>C1. Available credit</b>	<b>55</b>
<i>How we make credit available to you, exceeding your credit limit and your representations and warranties you make to us under the contract</i>	
<b>C2. Interest</b>	<b>56</b>
<i>How we set the applicable interest rate and where it is stated</i>	
<b>C3. Making repayments</b>	<b>56</b>
<i>Making repayments and when we may require you to repay the loan</i>	
<b>C4. Cancelling or reducing the credit limit</b>	<b>57</b>
<i>When we or you may cancel the credit limit and when we may reduce the credit limit on your loan account</i>	
<b>C5. Credit balances</b>	<b>57</b>
<i>Conducting your loan with a credit balance</i>	
<b>C6. Statement of account</b>	<b>57</b>
<i>When we send you a statement of the loan account</i>	
<b>C7. Commitment period</b>	<b>57</b>
<i>When we can terminate the Contract within or after the initial commitment period</i>	
<b>C8. Other provisions</b>	<b>58</b>
<i>Insuring the property, residence in the property and when you are in default</i>	
<b>C9. No negative equity guarantee</b>	<b>59</b>
<i>Limitations to your liability and our rights</i>	

# Contents

<b>Section 2: Viridian Line of Credit</b>	<b>59</b>
<b>O1/LOC1. How we make credit available to you</b>	<b>59</b>
<i>How you can access your credit and what happens if you exceed your credit limit</i>	
<b>O2/LOC2. Interest</b>	<b>60</b>
<i>How we set the applicable interest rate and where it is stated on your Contract Schedule</i>	
<b>O3/LOC3. Repayments</b>	<b>60</b>
<i>Making repayments and when you must reduce the debit balance on the loan account</i>	
<b>O4/LOC4. Cancelling or reducing the credit limit</b>	<b>60</b>
<i>When we or you may cancel the credit limit, when we may reduce the credit limit on your loan account and what happens if you do not pay our fees, charges and interest</i>	
<b>O5/LOC5. Credit balances</b>	<b>60</b>
<i>Conducting your loan with a credit balance</i>	
<b>O6/LOC6. Statement of account</b>	<b>61</b>
<i>When we send you a statement of the loan account</i>	
<b>O7/LOC7. Commitment period</b>	<b>61</b>
<i>When we can terminate the Contract within or after the initial commitment period</i>	
<b>O8/LOC8. Suspending credit</b>	<b>61</b>
<i>When we may suspend your ability to transact on your loan account</i>	
<b>Section 2: Transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors (T)</b>	<b>61</b>
<i>(Note: Equity Unlock Loan for Seniors unavailable for new fundings and limit increases on and from 1 January 2019.)</i>	
<b>T1. Opening an account</b>	<b>62</b>
<b>T2. Operating joint accounts</b>	<b>62</b>
<b>T3. Trust accounts</b>	<b>62</b>
<b>T4. Tax on credit funds</b>	<b>62</b>
<b>T5. When we can close an account</b>	<b>62</b>
<b>T6. Cheques</b>	<b>62</b>
<b>T7. Combining an account</b>	<b>63</b>
<b>T8. Making deposits</b>	<b>63</b>
<b>T9. Electronic banking</b>	<b>63</b>
<b>T10. Making withdrawals and payments</b>	<b>63</b>
<b>T11. Agency opening hours</b>	<b>64</b>



T12. Fees and charges payable	64
T13. What interest can I earn?	64
T14. Additional Obligation	64

## Section 3: General Terms and Conditions that apply to Packages no longer for sale Page

Specific terms and conditions for Packages and how these terms and conditions apply to you.

**Note:** This section only applies to Packages applied for before 3 April 2017 (and doesn't apply if you've been notified that your Package has been set up on, or transferred to, the Bank's package platform).

Packages that are not on the Bank's package platform are no longer for sale. If you have a Package applied on or after 3 April 2017 or you have been notified that your Package has been set up or transferred to the Bank's package platform then refer to the Package Terms and Conditions available at [commbank.com.au/wealthpackage](http://commbank.com.au/wealthpackage).

<b>P1. How to qualify for Wealth Package or Mortgage Advantage</b>	66
<i>Who is eligible to apply</i>	
<b>P2. Understanding how the benefits work</b>	66
<i>How the benefits work</i>	
<b>P3. Annual package fee</b>	67
<i>About the annual package fee and how you must pay us the fee</i>	
<b>P4. Changes to your Package Agreement</b>	67
<i>Changes we can make</i>	
<b>P5. How will the Bank notify me of changes to the Package?</b>	68
<i>When and how we will tell you about any changes we make</i>	
<b>P6. Government fees</b>	68
<i>Your responsibility for government fees, taxes and charges</i>	
<b>P7. Cancelling this Package Agreement</b>	68
<i>You or the Bank may end the Package Agreement</i>	
<b>P8. Direct debit request service agreement</b>	69
<i>Your rights and responsibilities to the Bank under the direct debit service agreement</i>	
<b>P9. Sending notices</b>	70
<i>How and when we send you notices</i>	

# Contents

<b>Section 4: General Terms and Conditions that apply to MISA</b>		<b>Page</b>
<b>(Note:</b> On and from 16 March 2019, MISA is no longer available for sale, or able to be activated, for any loan. If a MISA has a nil balance on or after 16 March 2019, it cannot be reactivated.)		
Terms and conditions for MISA and how these terms and conditions apply to you.		
<b>M1. How to open a MISA</b>		<b>72</b>
<b>M2. Operating a joint account</b>		<b>72</b>
<b>M3. Making deposits</b>		<b>73</b>
<b>M4. The Bank's rights if you default on your loan</b>		<b>73</b>
<b>M5. If you break the law</b>		<b>73</b>
<b>M6. Electronic banking</b>		<b>73</b>
<b>M7. Making withdrawals and payments</b>		<b>74</b>
<b>M8. Minimum account balance</b>		<b>74</b>
<b>M9. Loan obligations</b>		<b>74</b>
<b>M10. How the interest rate offset works</b>		<b>74</b>
<b>M11. Statements of account</b>		<b>74</b>
<b>M12. Fees and charges payable</b>		<b>75</b>
<b>M13. Government charges</b>		<b>75</b>
<b>M14. Changes to your terms and conditions</b>		<b>75</b>
<b>M15. Change of personal details</b>		<b>75</b>
<b>M16. Mistaken credits</b>		<b>75</b>
<b>M17. Additional Obligation</b>		<b>76</b>

<b>Section 5: Keeping you informed</b>		<b>Page</b>
<b>Where to get help</b>		<b>77</b>
<i>Useful telephone numbers and addresses if you wish to contact us about your banking needs Includes who to contact if you want to make a suggestion, complaint or compliment</i>		
<b>Index</b>		<b>78</b>
<i>How to find information quickly within this booklet</i>		

# Section I: Useful information

1

2

3

4

5

<b>Credit Guide</b>	Individuals have rights when they borrow money predominantly for personal, household or domestic purposes or for investment in residential property.	Page 9
<b>Banking Code of Practice</b>	We abide by the <i>Banking Code of Practice</i> established by the banking industry.	Page 10
<b>ePayments Code</b>	We comply with ASIC's ePayments Code when you carry out an electronic transaction.	Page 10
<b>About our contractual relationship</b>	Sections of this booklet that apply when you enter into a contract with the Bank.	Page 10
<b>Updating this booklet</b>	Information in this booklet may change.	Page 11
<b>Information about your Schedule</b>	Quick reference guide to your credit contract.	Page 11
<b>Buy your first home</b>	When you are new to the housing market.	Page 12
<b>Refinance your home</b>	Meeting your changing needs.	Page 12
<b>Buy your next home</b>	Buying a second home or moving to a new home.	Page 12
<b>Renovate your home</b>	Borrowing money to spend on home improvements.	Page 12
<b>Build your home</b>	Building a home or doing renovations.	Page 12
<b>Manage your home loan</b>	Easy ways to manage your home loan.	Page 12
<b>Invest in property</b>	Buying an investment property.	Page 13
<b>You could save with a Home Loan Wealth Package</b>	A Home Loan Wealth Package could save you money every day.	Page 14
<b>Flexible repayment options for your home loan</b>	Customise your home loan to suit your changing needs over time.	Page 14
<b>Information statement – Part F</b>	Things you should know if your proposed credit contract is regulated by the National Credit Code.	Page 15

## Section 1: Useful information

### About the National Consumer Credit Protection Act

The National Consumer Credit Protection Act regulates credit provided in Australia to individuals for personal, domestic or household purposes and for investment in residential property. If a loan is used mainly for any of these purposes then the law requires us to make assumptions about some of the disclosures (e.g. such as the total amount of fees and charges and the total amount of repayments) based on future events that may not turn out to be correct (e.g. if you have a variable rate loan, your interest rate may change). The Act does not apply to companies or to borrowers of credit provided wholly or predominantly for investment (other than in residential property) or for business purposes (or for both purposes).

### Credit Guide

This credit guide applies if we may enter into a credit contract with you regulated by the National Consumer Credit Protection Act.

The Commonwealth Bank of Australia Australian credit licence 234945 is the credit provider. You can contact us by visiting one of our branches or you can call **13 2224**.

#### We are required not to enter into an unsuitable contract with you

We are required not to enter into a contract, or increase the credit limit of your current contract, if it would be unsuitable for you. A contract will be unsuitable for you if you will be unable to comply with your financial obligations under the contract without suffering substantial hardship, or if the contract does not meet your stated requirements and objectives.

To ensure that we do not enter into a contract that is unsuitable for you, we are required to make reasonable inquiries relating to your financial situation, requirements and objectives, and to take reasonable steps to verify your financial situation.

#### We will provide a copy of our assessment if you ask

We are required to make an assessment that the credit contract or increase in credit limit is not unsuitable before we enter into a credit contract with you or agree to increase your current credit limit.

If you ask us we will give you a copy of the assessment before entering into the credit contract or increasing your credit limit.

You may also request a copy of the assessment within seven years of the date the contract is made or your credit limit is increased. If your request is made within two years, we will provide you with the assessment within seven business days of your request, otherwise we will provide you with the assessment within 21 business days. We will not charge you a fee for providing the assessment.

#### What if you have a complaint?

In the event of a dispute, you should first discuss the matter with us to see whether we can resolve your concerns to your satisfaction. You can raise your concerns by:

- Visiting one of our branches
- Calling Group Customer Relations team on **1800 805 605**
- If you are overseas, call **+61 2 9687 0756**
- Complete the online feedback form: [commbank.com.au/digital/your-feedback#/feedback](https://commbank.com.au/digital/your-feedback#/feedback)
- Or write to us at:  
CBA Group Customer Relations  
Reply Paid 41  
Sydney, NSW 2001

In the event that we are unable to resolve the dispute to your satisfaction, you may apply to the Australian Financial Complaints Authority ABN 38 620 494 340 (AFCA). AFCA is an impartial, independent and free external dispute resolution scheme to resolve disputes. Before AFCA can investigate the matter, you must have given us the opportunity to review it first. The contact details for AFCA are:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne Victoria 3001  
Tel: **1800 931 678**  
Website: **www.afca.org.au**

## Banking Code of Practice

The Bank abides by the banking industry's *Banking Code of Practice*, a voluntary code of conduct which sets standards of good banking practice for us to follow when dealing with you. The Code applies to the banking product that we provide to you.

### Where to obtain a copy of the Banking Code of Practice

- Any Commonwealth Bank branch
- Ask your Relationship Manager or Broker
- Visit **commbank.com.au**

## ePayments Code

When you carry out an electronic transaction (for example redraw using a card or online, mobile or telephone banking):

- we comply with ASIC's ePayments Code;
- our Electronic Banking Terms and Conditions apply – this document is available at **commbank.com.au** or from your local CommBank branch. You agree that we can give you this document electronically by making it available on our website and paper copies will not be provided (other than on request at a branch).

## About our contractual relationship

The Contract for your Loan is made up of the **Usual Terms and Conditions** (UTC) and a Schedule.

Section 2 of this booklet forms the UTC of the Contract between you and us, if you decide to enter into a loan agreement with the Bank.

Section 3 forms the terms and conditions for Packages.

Section 4 forms the terms and conditions for Mortgage Interest Saver Account (MISA).

Please read this booklet before entering into a loan agreement. You will then know what to expect from us and what we expect from you. You can ask us questions about any of the terms and conditions you do not understand and to avoid misunderstandings. If you enter into a contract with us, then you should keep this booklet and all other documentation for future reference.

## Section I: Useful information

### Updating this booklet

Information in this booklet is current as at the date we provide it to you, although from time to time it may be subject to change. If new information is not substantially different then we will not issue a new booklet or supplementary advice to you.

Where information is materially different, the Bank will either issue a new booklet or supplementary advice setting out the updated information.

For updated information visit [commbank.com.au](http://commbank.com.au) – or call **13 2224**. If you ask us to, we will send you a paper copy of the information.

### Information about your Schedule

The Schedule sets out the current particulars of the Loan. By signing and returning the Schedule to us you agree to be bound by the Contract. The Contract is made on the day we receive the signed Schedule back from you.

Item	Our terms	What it means?
Item A	Disclosure Date	The information in the Schedule is correct at this date.
Item B	Amount of credit/Credit limit	The maximum amount of credit we agree to lend you.
Item C	Interest rates	The name of the interest rate, the interest rate, any interest rate margin and any default interest rate.
Item D	Total amount of interest charges payable under the Contract	The total amount of interest payable assuming the interest rates do not change and you continue to make the repayments as shown in Item E.
Item E	Repayments	Your minimum repayments based on the interest rate shown in Item C.
Item F	Credit fees and charges	Details of our Credit fees and charges (please note transaction fees may also apply).
Item G	Total amount of credit fees and charges payable under the Contract	Total amount of fees and charges payable.
Item H	Frequency with which interest is debited to the Loan Account or the nominated Transaction Account (for VLOC and EQFS)	How often interest will be charged.
Item I	Credit-related insurance financed under the Contract	Usually not applicable.
Item J	Commission we pay in relation to the Loan Contract	Commission we pay a broker or an external party who introduces the loan to us.
Item K	Security	Details of the mortgage(s) and any guarantee(s) to secure your loan.
Item L	Other conditions and requirements	Any other conditions which apply.
Item M	We pay the amount of credit	How the loan funds are to be disbursed.
Item HLA	Interest only period	The period during which you only pay interest. Repayments of principal and interest commence one month after your last interest only payment.

## Choosing a home loan

Choosing a home loan is a big decision. So it's important to understand your rights and obligations before you sign a contract with us.

The information in this section and the terms and conditions in Sections 2–4 are designed to help you make an informed decision about your proposed credit contract. Read them carefully, then contact us if you need to know more.

## Talk to an expert

If you have any questions or need further assistance, our Home Lending Specialists are ready to help. They'll take the time to understand your unique situation, then help you find your perfect home loan match. Then, as your life evolves and your needs change, they'll be there to help make sure you continue getting the most out of your loan.

## Find out more

- Visit one of our branches, call **13 2224** or book an appointment online to talk to a Home Lending Specialist
- Visit [commbank.com.au/personal/home-loans](http://commbank.com.au/personal/home-loans)
- Contact your broker

## How we can help



### Buy your first home

If you're getting ready to buy your first home, we can help you every step of the way, from working out how much you can borrow, to taking out a loan and settling your purchase.



### Refinance your home

Depending on your situation, refinancing may help you save on interest, access new loan features, free up equity or even consolidate other debts. We can help you find the right home loan option for your changing needs, so you can achieve your financial goals sooner.



### Buy your next home

When you want to buy another home we can help you explore finance options — like drawing on the equity in your current home, transferring an existing loan from one home to another, or use a bridging loan to secure your next home.



### Renovate your home

Whether you're looking for extra space or a fresh new look, renovating can be a cost-effective alternative to moving. We can help you finance your renovation with flexible lending options that give you funds at the ready.



### Build your home

Get a home loan that helps you make the most of your budget throughout construction. Make progressive payments to the builder by drawing down funds as you need them, and only paying interest on the portion you've used.



### Manage your home loan

Our online tools make it easy to manage your home loan. Depending on your loan type, you can make changes to your loan, adjust your repayments, make a redraw or top up your loan easily in the CommBank app or NetBank. Alternatively you can call us on **13 2224** or visit us at one of our branches. See *Electronic Banking – Terms and Conditions* brochure for the terms governing access to your account.

# Section 1: Useful information



## Invest in property

It's important to understand the true cost of buying a property — not just the purchase price. Consider other costs like stamp duty, council taxes, building and pest inspections, legal costs and utilities. Then you can work out how much you can truly afford to spend upfront and on regular repayments, especially if the rent doesn't cover your mortgage costs.

When deciding on an investment property, there are some important things to think about:

- **Property type:** Whether you are thinking about investing in a house or unit, the type of property you buy can determine what rent you receive, and can also depend on your overall budget and investment goals.
- **Location:** Look at the value of other properties in the area. Also consider whether the property is close to transport, healthcare and other facilities.
- **Growth:** Find out how much the property has risen in value over the last 10 to 20 years — and any developments or plans for the area that might affect its growth in the future.
- **Features:** Your property will attract tenants if it has features that are in demand, such as a balcony, garage or second bathroom. Even a small renovation can add value to the property — potentially earning you higher rental returns.

Depending on your situation, borrowing to invest in property may bring a range of tax benefits, since your borrowing costs may be tax deductible. If your borrowing costs and other investment expenses are greater than the rental income from your property, you may be able to offset your losses against other income. This is known as negative gearing. But remember, there are risks — so it's important to think carefully and talk to your tax adviser before you invest.

## Applying for a home loan

If you're ready to invest in property, we can help, with a range of flexible loans that change with you. When you apply for a home loan, we consider:

- The security you provide.
- Your ability to make repayments.

Our assessment is for our own purposes only and is no substitute for your own calculations about the amount you can repay and the potential profitability of your investment. Any valuation report we obtain is strictly for the use of the Bank and we will not disclose it to you. As an investor, it's your responsibility to choose carefully.

Although we offer a range of tools to help you explore the market and compare properties, we can't recommend or give an opinion about the performance of investments.

## Getting professional advice

The right advice can make a big difference. When you make the decision to invest it is in your interest to seek independent legal, financial and specific professional advice. This will help you to better understand the risks and how to manage them. You should seek advice on the market value of the proposed investment and anticipated benefits, especially if you are not familiar with the local market.

## Common risks of investing

Whether or not you consult an adviser, you should be aware of these common risks.

- **Volatile investment markets:** The value of your investment in property and stock markets can fluctuate.
- **You may be worse off than before you invested:** Borrowing money to purchase investments (gearing) can magnify the financial effect on you of any decrease in the value of investment(s) you make.
- **You may not be able to repay the Loan:** Income from your investments and the interest on your Loan Account may fluctuate which may affect your ability to repay the Loan. Also, you need to consider the timing of when you are required to make interest payments or the principal and interest repayments on your Loan Account. This may be different from when you earn investment income.



### Repaying your loan in full

We may require you to repay all that you owe us. This may happen if you don't meet your payment(s) on the due date(s), and /or we consider that your financial position has reached the point where you may not be able to meet any obligation you have to us.

There may be other circumstances where we may ask you to repay your loan in full. See the relevant parts of the UTC.

### Your responsibility as an investor

You alone are responsible for deciding what to invest in. We do not recommend any investments, and we will not give any opinion on the performance of investments, even if we are willing to lend money against those investments.

### You could save with a Home Loan Wealth Package

A Home Loan Wealth Package could save you money every day. For an annual fee of \$395 you'll enjoy interest rate discounts and no establishment fees for eligible home loans, and no annual fees for eligible credit cards. To obtain these benefits you must qualify for the Wealth Package and have an initial package lending balance of at least \$150,000 when you apply for a package.

Visit [commbank.com.au/wealthpackage](http://commbank.com.au/wealthpackage) to find out more.



### Flexible repayment options for your home loan

Customise your home loan to suit your changing needs over time.

- Repaying your home loan: If you're looking at ways to repay your loan within the agreed term or sooner, you can manage your home loan online using tools to change repayment amounts and even open an interest offset account. Please note: interest offset is not available on all home loan types.
- Accessing additional funds: Depending on your loan type, if you're planning renovations, want to consolidate your debts or simply need extra cash, you may be able to access extra home loan repayments you've made through redraw. Alternatively, you could also be able to borrow additional money using your existing Home Loan.
- Repayment relief: If your circumstances unexpectedly change, you could be eligible to make use of additional repayments on your loan to take a Repayment Holiday.

# Section I: Useful information

## Information statement – Part F

This section is referred to as Part F in your Contract. This section does not apply to companies or to borrowers of credit provided wholly or predominantly for investment (other than in residential property) or for business purposes (or for both purposes).

### THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

The Commonwealth Bank of Australia Australian credit licence 234945 is your credit provider, and in this statement is referred to as “the Bank”.

This statement tells you about some of the rights and obligations of yourself and the Bank. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the Bank and, if you still have concerns, the Bank’s external dispute resolution scheme, or get legal advice.

### THE CONTRACT

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

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

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

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

If the contract document is to be signed by you and returned to the Bank, you must be given a copy to keep.

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

If you want another copy of your contract write to the Bank and ask for one. The Bank may charge you a fee. The Bank has to give you a copy:

- within 14 days of your written request if the original contract came into existence one year or less before your request; or
- otherwise within 30 days of your written request.

#### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the Bank so long as:

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

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

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

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

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

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

The Bank must give you the statement within seven days after you give your request to the Bank. You may be charged a fee for the statement.

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

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

### 7. Can my contract be changed by the Bank?

Yes, but only if your contract says so.

### 8. Will I be told in advance if the Bank is going to make a change in the contract?

That depends on the type of change.

For example:

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

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

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

Yes. You should first talk to the Bank. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to the Bank's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. The Bank's external dispute resolution provider is Australian Financial Complaints Authority which can be contacted at telephone 1800 931 678, [www.afca.org.au](http://www.afca.org.au) or GPO Box 3, Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre.

You can also contact the Australian Securities and Investments Commission (ASIC), the regulator for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>

## INSURANCE

### 10. Do I have to take out insurance?

The Bank can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance (the Bank calls this type of insurance "lender's mortgage insurance") or insurance over property covered by any mortgage (the Bank calls this type of insurance "Building Insurance"). Otherwise, you can decide if you want to take out insurance or not.

## Section I: Useful information

### 11. Will I get details of my insurance cover?

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

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

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

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

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

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

The Bank must give you a refund or credit unless the insurance is to be arranged with another insurer.

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

You can end the insurance contract and get a proportionate rebate of any premium from the insurer. However, there is no rebate of the premium for Lenders' Mortgage Insurance if you repay your loan.

## MORTGAGES

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

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

### 16. Should I get a copy of my mortgage?

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

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

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

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

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

See the answers to questions 22 and 23.

Otherwise you may:

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

If the Bank won't give permission contact Australian Financial Complaints Authority (the Bank's external dispute resolution scheme) for help.

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

You should understand that you may owe money to the Bank even after the mortgaged property is sold.

### 19. Can the Bank take or sell the mortgaged property?

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

### 20. If the Bank writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have seven days after receiving the Bank's request to tell the Bank. If you do not have the goods you must give the Bank all the information you have so they can be traced.

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

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

## GENERAL

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

Get in touch with the Bank immediately. Discuss the matter and see if you can come to some arrangement. You can ask the Bank to change your contract in a number of ways:

- to extend the term of your contract and reduce repayments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### 23. What if the Bank and I cannot agree on a suitable arrangement?

If the Bank refuses your request to change the repayments, you can ask the Bank to review this decision if you think it is wrong.

If the Bank still refuses your request you can complain to the external dispute resolution scheme that the Bank belongs to. Further details about this scheme are set out below in question 25.

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

### 24. Can the Bank take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact Australian Financial Complaints Authority or ASIC, or get legal advice.

### 25. Do I have any other rights and obligations?

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

**IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT THE BANK. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH THE BANK BEFORE CONTACTING THE BANK'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO THE BANK YOU CAN CONTACT THE BANK'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE BANK'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED ON 1800 931 678, [www.afca.org.au](http://www.afca.org.au) OR GPO BOX 3 MELBOURNE VIC 3001.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

## Section 2: These are the Usual Terms and Conditions (UTC) for Consumer Mortgage Lending

**This section also includes the terms and conditions that apply to transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors.**

Section 2: General Terms and Conditions that apply to all Loans Page 19

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Section 2: Home Loans (HL) Page 43

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Section 2: Equity Unlock Loan for Seniors (C) Page 55

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Section 2: Viridian Line of Credit (O/LOC) Page 59

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Section 2: Transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors (T) Page 61

(Note: Equity Unlock Loan for Seniors unavailable for new fundings and limit increases on and from 1 January 2019.)

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### Section 2: General Terms and Conditions that apply to all Loans

#### 1. Meaning of words

If we use an example to show the meaning of a word, the meaning of the word is not limited to that one example or examples of a similar kind. A reference in this document to the singular includes the plural and vice versa.

Account Holder	The person(s) in whose name the account is held.
Additional Repayment	A repayment made in addition to the regular repayments we require you to make on the Loan Account. See also 'Special Repayment'.
Administrative Fee	The fee you pay us so that we can recover our administrative costs when you make a Prepayment. The amount of the fee is stated at Item F.
Business Day	A day that is not: (a) a Saturday or Sunday; or (b) a national public holiday.
Building Insurance	Insurance designed to cover the cost of repairing or replacing damage to the physical structure of a property.
Building Works	The building works you tell us are to be carried out before we approve the Loan or as varied with our approval. These include building works referred to in any plans, specifications, building contract or estimate of costs or quantities which you provide to us.

Consumer Credit Code	The Uniform Consumer Credit Code and the regulations made under the Code.
Contract	The Schedule you sign and the UTC.
Disclosure Date	The Contract Schedule is dated the day the document is generated. This date is the disclosure date and is stated at Item A of the Schedule.
Early Repayment Adjustment	The adjustment we may make when you prepay the Loan Account in full or make a permitted partial Prepayment of a fixed interest rate Loan.
Everyday Offset Account	An account which the <i>Transaction, Savings and Investment Accounts Terms and Conditions</i> designate as having an interest offset feature.
Final Funding Date	The date on which the last progressive Loan drawing is debited to the Loan Account.
Funding Date	The date (or if the Loan is funded by progressive Loan drawings, the first date) on which we debit any amount to the Loan Account other than for the payment of a credit fee or charge.
Guarantor	A person, company or trust that helps you secure a Loan by offering their own property (or properties) as additional security for the Loan, and/or by contributing additional income to help you service the Loan.
Initial Commitment Period	The period within three months of the Disclosure Date (for clause HL14) or the period within three months of the Disclosure Date (for clause C7 and O7/LOC7).
Insolvent	<p>Insolvent means:</p> <ul style="list-style-type: none"> <li>(a) being an insolvent under administration or insolvent;</li> <li>(b) having a controller (as defined in section 9 of the Corporations Act), administrator or similar officer appointed;</li> <li>(c) being in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent);</li> <li>(d) anything analogous to anything referred to in paragraphs (a) to (c) inclusive of this definition, or which has a substantially similar effect, occurs; or</li> <li>(e) you are, or admits in writing that you are, or are declared to be, or are taken under any applicable law to be (for any purpose), insolvent or unable to pay your debts when they fall due.</li> </ul>
Interest in Advance Commencement Date	If your Loan Type is Interest in Advance, then this date is the first day of the period in which interest is payable in advance, which also may be the Funding Date.

## Section 2: General Terms and Conditions that apply to all Loans

Interest Offset Rate	The interest offset rate for: (a) eligible variable interest rate Home Loans and Investment Home Loans is 0% p.a. (100% offset); and (b) eligible fixed rate Home Loans and Investment Home Loans linked to a Mortgage Interest Saver Account (MISA) <sup>#</sup> is the interest rate that otherwise applies to the Loan under the Contract less an interest margin we apply to all fixed rate loans with interest offset facilities.
Interest Offset Account	A bank account that you have with us (for example, a MISA <sup>#</sup> or an Everyday Offset Account) that we agree is to be linked to your Loan Account so that we can offset interest under clause HL7.
Item	An Item of the Schedule or any notice issued by us confirming any change to the Contract.
Lenders' Mortgage Insurance (LMI)	LMI is a one-off insurance premium designed to protect us (not you). It is not a bank fee or an establishment fee.
Loan	The credit, described on the front page of the Schedule, we give you under the Contract.
Loan (Mortgage Interest Saver Account (MISA) <sup>#</sup> only)	The home loan/investment home loan for which you wish to establish the account but excludes: <ul style="list-style-type: none"> <li>• home loans/investment home loans conducted at an Extra variable rate; and</li> <li>• No Fee Variable Rate Home Loan/Investment Home Loan; and</li> <li>• home loans/investment home loans conducted at a base variable rate (including 3 Year Special Economiser/Rate Saver) which have a Disclosure Date of 16 February 1998 or later; and</li> <li>• home loans/investment home loans conducted at a base variable rate which were approved or the loan offer was made prior to 16 February 1998, where the borrower has elected to take up the Repayment Redraw Facility in substitution for the Mortgage Interest Saver Account<sup>#</sup>; and</li> <li>• interest in advance fixed rate investment home loans.</li> </ul>
Loan Account	The account we keep in your name with which we debit the Loan or any part of the Loan.
Loan Term	The period of time (if any) over which repayments are to be made. See Item E (iv) of the Schedule.
Loan Type	The range of Loan products we offer for example Standard Variable Rate, Fixed Rate and Viridian Line of Credit. See the table in clause 13 for a full list of Loan Types.
Low Deposit Premium (LDP)	LDP is a one-off bank fee reflecting the risk associated with a low deposit loan. It is not a fee for the establishment of a loan.

<sup>#</sup> On and from 16 March 2019, MISA is no longer available for sale, or able to be activated, for any loan. If a MISA has a nil balance on or after 16 March 2019, it cannot be reactivated.



Mortgage Interest Saver Account <sup>#</sup>	Mortgage Interest Saver Account (MISA) <sup>#</sup> is an offset account linked to an eligible home loan. Savings in a MISA offset your loan balance and reduce interest payments whilst retaining quick and convenient access to your savings. Depending on your eligible home loan type the MISA balance is either full or partial offset.
National Credit Code	The National Credit Code in the National Consumer Credit Protection Act 2009 and the regulations made under that Act or (if applicable) the Consumer Credit Code (all as amended from time to time).
Our	Belonging to the Commonwealth Bank of Australia ABN 48 123 123 124 Australian credit licence 234945.
Package Agreement	The Package Agreement is made up of both the terms and conditions that apply to your package (see Section 3), and the Package Application form.
Parties	You and us.
PayID	An identifier you can register to receive payments, by linking your Loan Account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID is also the name of the service that enables direct payment through this identifier so you can send payments to a PayID without the need to remember BSB and account numbers.
PIN	Personal Identification Number.
Portability	Allows you to change an existing Security Property to a new Security Property without repaying the Loan provided we are satisfied with the valuation and title to the new Security Property.
Prepayment	A payment you make before it is due to be made.
Proscribed Person	A person who appears to us (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); or (b) to be in breach of the laws of any jurisdiction relating to money-laundering or counter-terrorism; or (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of another jurisdiction; or (d) to act on behalf of, or for the benefit of, a person listed in sub-clauses (a) to (c).
Related Account	The account you must open with us or with a bank or financial institution acceptable to us and from which we may draw amounts you must pay us under the Contract.
Repayment Redraw Facility (RRF)	The facility, available on most variable rate Loans, under which we may make available to you any Special/Additional Repayments you have made to the Loan Account. See clause HL9.

<sup>#</sup> On and from 16 March 2019, MISA is no longer available for sale, or able to be activated, for any loan. If a MISA has a nil balance on or after 16 March 2019, it cannot be reactivated.

## Section 2: General Terms and Conditions that apply to all Loans

Schedule	The Consumer Credit Contract Schedule we give you (including any Schedule replacing an earlier Schedule) that sets out key details of your Contract or the Contract as varied.
Secured Agreement	Any Contract we have with you that is secured by any Security.
Security	Any Security Interest or guarantee stated at Item K or any Security Interest or guarantee substituted for or supplemental to any Security Interest or guarantee stated at Item K which is entered into at our request or with our prior written consent.
Security Agreement	Any Security document you provide us, including incorporated terms such as a registered memorandum of common provisions.
Security Interest	A mortgage, charge or other encumbrance in relation to real property or an interest in relation to goods or other personal property that, in substance, secures payment or performance of an obligation under a contract or a guarantee.
Security Property	The property mortgaged to us, to which the Security is attached or which is otherwise subject to the Security.
Security Provider	Any individual or company providing Security.
Sign	Includes to electronically enter into and sign agreements and documents.
Special Repayment	A repayment made in addition to the regular repayments we require you to make on the Loan Account. See also 'Additional Repayment'.
Top Up	Where we and you agree to increase the amount of credit we provide to you under the Contract.
Usual Terms and Conditions (UTC)	The terms and conditions set out in Section 2.
We and Us	The Commonwealth Bank of Australia ABN 48 123 123 124 Australian credit licence 234945 and its successors and assigns.
You (Home Loans, Viridian Line of Credit, Equity Unlock Loan for Seniors only)	The person or persons named in the Schedule. If there are more than one, you means each of them separately and every two or more of them jointly. You includes your executors, administrators and assigns. When two or more of you are Parties to the Contract your undertakings and agreements in the Contract bind you jointly and each of you separately. For example, we may ask any one of you to pay the full amount owing under the Contract.
You (Interest Offset Account)	The person or person(s) in whose name the Interest Offset Account is held.
You (Packages only)	The person (or corporate entity) in whose name the Package Agreement is established.

**Note:**

A reference to:

- (a) a person includes a reference to a body corporate;
- (b) a paragraph, sub clause or clause is a reference to a paragraph, sub clause or clause of the Contract;
- (c) a document or the Contract is a reference to the document or the Contract as varied or replaced from time to time;
- (d) the Loan in Part B includes (where the context requires) a reference to any fixed or variable interest rate portion of the Loan.

Where the Contract in respect of a Home Loan or Investment Home Loan says something must be done on or by a particular day, and that day is not a Business Day, then that thing must be done on or by the next Business Day.

When the Contract for a Home Loan or Investment Home Loan says a payment or repayment must be made one month from or one month after a particular day, and that day is the 29th, 30th or 31st day of a month, the expressions "one month from" and "one month after" do not mean the 29th, 30th or 31st day of the next month, but mean the first day of the month after that.

Unless the Contract says otherwise, numbers, values and amounts for a day are estimated, calculated or determined immediately before close of business on that day.

## 2. Before we provide a loan

We will tell you what you need to do before we can give you a Loan. We will do this in writing or by electronic means. You must comply with our requirements before we can provide the Loan.

### 2.1 Things we need to check

**Note:** Conditions (d) to (k) of this clause 2.1 do not apply to Equity Unlock Loan for Seniors. (Note: Equity Unlock Loan for Seniors unavailable for new fundings and limit increases on and from 1 January 2019.)

We will not provide a Loan unless we are satisfied that all of our requirements have been met, including any of the following conditions (a)–(k) that apply to your Loan:

- (a) **Proof of identity:** You must provide us with adequate proof of your identity and the identity of any person you authorise to operate on your Loan Account.
- (b) **Valuation and title:** The valuation of and title to the Security Property must be to our reasonable satisfaction in accordance with our usual prudent credit standards.
- (c) **Security interest:** You must give us the Security interest we require in relation to the Security Property as stated in Item K of the Schedule. You must do all things and pay or arrange to pay all monies (including all government land titles office discharge and transfer registration fees) necessary to do this. Alternatively a Security Provider may do this on your behalf.
- (d) **Direct debit authority:** You must open a suitable banking account with us or with a bank or financial institution acceptable to us. You must give us a written authority (direct debit request) to draw or obtain by direct debit from that account, as required, the amounts you must pay us under the Contract.
- (e) (i) **Lenders' mortgage insurance (LMI):** We may require you to pay LMI depending on the circumstances of your loan. Contact us to find out. LMI protects us (not you) against the potential loss we may incur if you can't repay your loan. If the security property is sold and the proceeds are insufficient to fully repay the loan, we may recover the outstanding amount under our LMI policy. The LMI provider may seek to recover the outstanding amount from you, as you are still responsible for repaying the whole loan. The LMI premium is added to the total loan amount and is collected on your behalf and passed to our insurance provider. The LMI premium is non-refundable.  
  
(ii) **Low Deposit Premium (LDP):** We may require you to pay LDP depending on the circumstances of your loan. LDP is added to the total loan amount, and if we ask you to pay LDP we won't ask you to pay for LMI. Even if you have paid LDP, we may still seek to recover from you any outstanding amount if the security property is sold and the proceeds are insufficient to fully repay the loan. The LDP premium is non-refundable.

## Section 2: General Terms and Conditions that apply to all Loans

- (f) **Building Insurance:** You must provide us with proof that there is adequate Building Insurance in place for all Security Property, other than vacant land.
- (g) **Guarantees:** We may ask you for a guarantee. If so the guarantee or the offer to guarantee must not be withdrawn or otherwise invalidated. The guarantor must not be an undischarged bankrupt.
- (h) **Representations and warranties:** We will ask you to make representations and warranties for the Contract (for example, under clause 4 below). Your representations and warranties must be correct and not misleading.
- (i) **Trustees:** Are you entering into the Contract as trustee of any trust? Or is the Loan to be secured by Security from a trustee of any trust? If so you must provide us with a copy of the trust deed, by which the trustee was appointed, executed by the trustee, stamped (if necessary under the law governing the deed) and any other documents that disclose all the terms of the trust. We will obtain legal advice that the trustee is empowered, under the trust instrument by which it is appointed, to enter into the Contract or give the Security and that other aspects of the trust are in order.
- (j) **Corporations:** Are you a corporate entity? If so you must provide us with any information about your directors, officers and beneficial owners that we may ask for.
- (k) **Overseas buyers:** Are you required to obtain advice from the Commonwealth Government under the Foreign Acquisitions and Takeovers Act 1975? If so we won't provide the Loan unless the Commonwealth Government confirms that you can acquire an interest in the Security Property. If the Commonwealth Government imposes conditions on your acquisition, the condition(s) must be acceptable to us.

### 2.2 You must pay our preliminary costs

You must pay any costs we reasonably incur for checking the matters in clause 2.1, even if we don't give you the Loan. You must pay the costs on the date we incur them.

The costs may be ours, or they maybe costs that we have to pay to a third party, or that we retain in reimbursement of an amount we have paid to a third party.

If your Contract is subject to the National Credit Code your obligation to pay the costs is limited to those costs which are not in direct connection with the Contract or any mortgage stated at Item K of the Schedule.

Also, you must pay any applicable government fees and charges to enable registration of a transfer of a Security Property into the name of the Security Provider.

**Note:** If we give you the Loan we may debit any costs and government fees and charges to the Loan Account or the Related Account at our discretion and you will also need to pay our fees and charges for managing the Loan. See clause 7.1.

## 3. What we require from you for the loan to operate

### 3.1 Evidence of your identity and finances

When we reasonably consider it necessary to ask you, you must:

- (a) fully and truthfully tell us your current financial position;
- (b) provide us with the information and documents necessary to establish your identity and the identity of any person you authorise to operate on your Loan Account; and
- (c) provide us with any further information we may reasonably require about your business or your conduct of this Loan.

### 3.2 Security for the Loan

Your obligations under the Contract are to be secured by the Security stated at Item K of the Schedule. The Security must be in the form or forms of our usual security documents and as we reasonably require. You agree that the Contract is a Secured Agreement for the purposes of any mortgage or other Security stated within the Contract or any variation to the Contract.

### 3.3 If the Security already exists

<sup>25</sup> If the Security is in existence at the date of the Contract, by signing the Contract you acknowledge that the Security extends to cover your obligations under the Contract.

### 3.4 If the Security does not already exist

If the Security is not in existence at the date of the Contract, you agree to give us the Security. You authorise us and any of our officers to date and complete any blanks or to make amendments (where the amendments are consistent with information provided by you or your representative) in or to the mortgage or any other Security which we require to secure the Loan in accordance with clause 3.2.

### 3.5 Value and Type of the Security

The value and the type of Security Property must be to our reasonable satisfaction at all times during the term of the Contract. We may obtain a new valuation of any Security Property. You must not change the use of the security property without our prior consent.

### 3.6 Compliance with any additional requirements

If it is completed, Item L of the Schedule contains additional terms, conditions and requirements that form part of the Contract. You must comply to our reasonable satisfaction with any other terms, conditions and requirements stated at Item L of the Schedule.

If a term, condition or requirement stated at Item L is consistent with the rest of the Schedule and any of these Usual Terms and Conditions, the UTC, the rest of the Schedule and the Item L term, condition or requirement operate. Where they are inconsistent, the term, condition or requirement at Item L prevails.

### 3.7 Authority for us to operate the Loan Account

If reasonably required by us or should you wish to appoint an authorised person or other signatory to operate on your Loan Account, you will be required to complete and sign our usual form of authority and provide us with details of:

- (i) All signatories who are authorised to operate the Loan Account, and
- (ii) The method of operation, e.g. anyone to sign, any two to sign etc.

An authorised person or other signatory can:

- (i) Redraw money and otherwise operate on the Loan Account, including varying the loan contract and request and receive information about the Loan Account;
- (ii) Register for any related services we may offer from time to time through our communications network, for example ATM access, telephone and internet banking;
- (iii) Register and maintain a PayID for your Loan Account (where available), including locking or closing a PayID or initiating a PayID transfer to another account in accordance with the PayID Terms and Conditions; or
- (iv) Do anything else on behalf of all borrowers except change signatories or the method of operation.

Where an authorised person or other signatory registers and maintains a PayID for your Loan Account in accordance with these terms and conditions, you agree that they may use account information including your name, Loan Account name, telephone number and email address. You also agree that we may use, store or share this information with the PayID service for others to access when facilitating payments or registering PayIDs and for reasonable secondary purposes including transaction tracing and investigations.

We will act upon the authority given to us until you vary or cancel it. If you have a joint Loan Account, which allows other account holders to access funds without your consent (e.g. anyone to sign), you can ask us to change the account authority so that you all have to approve any future withdrawals. This may be relevant to you, e.g. if you are a vulnerable customer. If you wish to vary or cancel an authority, you must give us notice in writing. Upon receiving such notice, the authority will be varied or cancelled. All redraws, cheques and other instruments, dated prior to and presented for payment after the receipt of such notice in writing, will be honoured. Any instructions given by you in accordance with the authority will be relied on by us. We will not be liable for any loss or damage you, or anyone else suffers where we act on those instructions in good faith, unless it is proved that we were negligent.

If your loan is linked to a package (for example, Wealth Package), then the annual package fee may be charged to the loan regardless of the method of operation for that loan.

## Section 2: General Terms and Conditions that apply to all Loans

### 4. What you must tell us each time you ask for credit

**Note:** This clause 4 does not apply to Equity Unlock Loan for Seniors. (Note: Equity Unlock Loan for Seniors unavailable for new fundings and limit increases on and from 1 January 2019.)

When you ask us for credit under the Contract we need to be sure that it is lawful for us to provide you with credit, taking into account any changes in your circumstances. To do this we rely on what you tell us about your circumstances – your representations and warranties.

You make these representations and warranties on your own behalf and on behalf of any Security Provider. References to you in paragraphs (a)–(g) are taken to include any Security Provider. Each time you ask for credit under the Contract you make the following representations and warranties to us:

- (a) **Not bankrupt:** You are not an undischarged bankrupt.
- (b) **Not assigning your estate or entering into any arrangement or composition for the benefit of creditors:** You have not assigned your estate or entered into any arrangement or composition for the benefit of your creditors.
- (c) **Age <18 years:** You have told us and any guarantor if you are under 18 years of age.
- (d) **Corporations:** If you are a company, you declare that:
  - (i) the company is financially sound and not under threat of liquidation;
  - (ii) there is no current, pending or threatened legal action, arbitration or administration proceedings against the company that would make it less likely to meet its obligations under the Contract;
  - (iii) you will tell us immediately of any intentions to change the company's structure, ownership or financial position that could affect your ability to repay this Loan;
  - (iv) either:
    - (a) the Contract benefits the company, does not give rise to any conflict of interest and does not breach Chapter 2E of the Corporations Act; or
    - (b) a resolution approving the Contract has been duly passed by the shareholders of the company;
  - (v) if the Contract involves the giving of financial assistance by a company to acquire shares in it, the financial assistance is permitted under section 260A(1) of the Corporations Act.
- (e) **Trustees:** If you are obtaining the Loan or providing the Security as a trustee, that:
  - (i) the trust is validly constituted and has not been terminated;
  - (ii) you have full power and are legally entitled and authorised to enter into and perform your obligations under the Contract and the Security;
  - (iii) you have taken every necessary action to authorise your entry into the Contract and the Security, to authorise you to execute the Schedule and to authorise you to perform your obligations under the Contract and the Security;
  - (iv) your execution and delivery of the Schedule and of the Security to us does not involve any breach of trust by you; enter into the Contract in your personal capacity and in your capacity as trustee of the trust and for the benefit of the beneficiaries of the trust; have a right to be fully indemnified for all your obligations under the Contract out of the property you hold on trust;
  - (v) there is either:
    - (a) no conflict of interest affecting you as trustee (or your related parties or directors) which prevents you from entering into or performing your obligations under the Contract; or
    - (b) the trust deed permits you to enter into and perform your obligations under the Contract despite any conflict of interest that may affect you (or your related parties or directors);
  - (vi) you have complied with your trust obligations (as have any directors or officers if the trustee is a corporation); and
  - (vii) our rights under the Contract and any Security have priority over the interest of the beneficiaries of the trust.

- (f) **Other agreements or court orders:** You are not in default (being a default that is material to the Contract or the Security) under any agreement or undertaking to which you are a party, or any court order which binds you. Also, no event has occurred which, with the giving of notice or lapse of time or both, would constitute a default by you (being a default that is material to the Contract or the Security) under any agreement or undertaking or any court order which binds you.
- (g) **Lawful instructions:** In instructing us in relation to any matter or transaction, you are not in breach of the laws of Australia or any other jurisdiction.

## 5. Funding your loan

### 5.1 How we make your Loan available

We will make the full amount of the Loan available to you by a single Loan drawing unless the Contract provides otherwise or we agree to your request to fund the Loan by progressive Loan drawings.

We may debit your Related Account, or any other account you nominate, for any additional funds required to complete your purchase of the Security Property or to register our Security.

### 5.2 How we fund the Loan

We will fund the Loan:

- (a) by paying each Loan drawing in accordance with the Contract and your written instructions or, at our discretion, your electronic or verbal instructions; or
- (b) in accordance with any instructions received from your solicitor or other financial institution to complete the purchase, sale or transfer of security; or
- (c) when you or anyone you authorise asks for credit in a manner approved by us (for example, by having a cheque presented to us for payment or by a withdrawal at an electronic terminal).

At the same time, we will record your debt with us by debiting the Loan Account.

### 5.3 Stopping funding

We will not fund the Loan if any of the following conditions (a) – (f) apply:

- (a) **Default:** You are in default under the Contract (see clause 9 to find out when this could happen);
- (b) **Conditions not met:** You fail to satisfy to our reasonable satisfaction our conditions for the provision of credit set out in clauses 2 or 3;
- (c) **Loan lapses:** The Loan lapses under clause HL14, C7 or O7/LOC7 of the Contract;
- (d) **Inability to pay:** We reasonably believe you may not be able to repay the Loan due to a change in your financial position since the date you applied for the Loan;
- (e) **Unsatisfactory credit report:** We are unable to obtain a credit report on you from a credit reporting agency or the credit report we obtain is unsatisfactory in our reasonable opinion;
- (f) **Construction Loan:** You fail to satisfy to our reasonable satisfaction our conditions for funding set out in clause HL3.3.

### 5.4 Progressive Loan drawings

If the Loan is to be funded by progressive Loan drawings, you must also satisfy our reasonable requirements for the funding of each Loan drawing, including paying your own funds towards the costs of the Building Works before we advance our funds and only requesting payments at specific stages of the Building Works in accordance with the building contract.

## Section 2: General Terms and Conditions that apply to all Loans

### 5.5 One-off advance to pay stamp duty

We may agree in writing to advance to you an amount to pay the stamp duty needed to buy the Security Property. We would do this before your purchase of the Security Property is settled. You must use this payment to pay the stamp duty.

Before we advance you any further funds the requirements in clauses 2 and 3 must have been met to our reasonable satisfaction. In particular we will not advance any further funds to you until we are satisfied with the title to the Security Property.

### 5.6 One-off advance to pay stamp duty – delay in settlement

If your purchase is not settled within four months of the Disclosure Date, or within a longer period that we have allowed you in writing, we are not obliged to advance further funds to you, and you must:

- (a) repay the Loan on demand;
- (b) do all things reasonably necessary to apply to the Office of State Revenue, or equivalent, in your State or Territory, for a refund of the stamp duty; and
- (c) do all things reasonably necessary to pay any refund of stamp duty that you have received towards repayment of the Loan.

## 6. What interest do I pay?

### 6.1 Loan interest

You must pay us interest on all amounts debited to the Loan Account from the date we first debit an amount to the Loan Account.

We determine the interest rate (annual percentage rate) by starting with a base rate (the reference rate) and adding or subtracting any premium or discount (the margin). If the result is less than zero, then the interest rate will be deemed to be zero. Interest is calculated daily on the outstanding balance of the Loan Account using the daily percentage rate (the annual percentage rate divided by 365, even in leap years).

The reference rate or rates, your margin and annual percentage rate or rates, are as set out in your Schedule or as we subsequently agree or notify you. If different rates apply at different times or in different circumstances, how they apply is set out in your Schedule or as we subsequently agree or notify you. If any of the rates listed in Item C of your Schedule are described as 'currently', they may change during the loan acceptance process. If this happens, the rate you have to pay will be the rate that applies to your loan type on the date we first debit an amount to your loan account. We can change the reference rate and your margin (see Clause 10).

Information on our current interest rates is available on request – to obtain a copy call **13 2224** or visit our website at **commbank.com.au**.

### 6.2 Default interest

You must also pay us additional interest, called default interest on any amount you fail to pay by the due date under the Contract. We will calculate default interest on the overdue amount, i.e. any amount you fail to pay by the due date.

Default interest begins to accrue from the due date and then accrues daily until the amount is paid. For home loans/investment home loans the rate of default interest is equal to 2% per annum above the annual percentage rate applying at the time. For Viridian Line of Credit, please refer to clause O1.3/LOC1.3 for details on how we charge interest on any amount that exceeds the credit limit. We do not charge default interest on Equity Unlock Loan for Seniors.

**Note:** Being in default may have other implications for how we manage the Loan. See clause 9.

### 6.3 How we charge this interest to your accounts

We debit the interest you must pay to the Loan Account or the nominated Transaction Account (for VLOC and EQFS), so it will add to the total amount you owe us. We will debit interest to the Loan Account or the nominated Transaction Account (for VLOC and EQFS) at the frequency stated at Item H of the Schedule.



Interest on Viridian Lines of Credit and Equity Unlock Loans for Seniors is debited on the first calendar day after the last day of the interest period (for example, the first calendar day of the next month if interest is charged monthly). Interest on Home Loans is debited on the first Business Day after the last day of the interest period.

In addition, on the day the Loan Account is repaid in full, we will debit interest to the Loan Account.

The interest we debit will be all of the interest accrued up to the end of the previous day, including any default interest.

## 7. Fees and charges that may apply

You must pay us the fees and charges that are set out in Item F of the Schedule, as well as fees or charges for transactions on the Loan Account and any costs, government fees and charges or expenses referred to in clauses 2.2, 7.1 and 9.4.

**Note:** Different fees and charges may apply at different times during the lifetime of the Loan. We may change our fees and charges – see clause 10. Information on our current fees and charges is available on request – to obtain a copy, call 13 2224 or call into a Bank branch.

### 7.1 What fees and charges are payable?

- (a) Fees and charges stated at Item F of the Schedule.
- (b) If applicable, government fees or charges relating to transactions on the Loan Account.
- (c) If applicable, our usual transaction fees listed in the following brochures:
  - (i) *Fees We Charge For Consumer Mortgage Lending Products;*
  - (ii) *Electronic Banking – Terms and Conditions.*

### How we charge these fees and charges to your accounts

Usually we debit the fees and charges you must pay from the Loan Account, so they will be part of the amount you owe us. However, sometimes we debit the fees and charges to the Related Account.

The fees and charges stated at Item F of the Schedule are either for us (for example, the Establishment Fee) or for someone else (for example, stamp duty).

If the fee or charge is for someone else, you authorise us to pay it to that other person.

We will debit all fees or charges to the Loan Account or Related Account at our discretion, except during an interest only or interest in advance period. During that period we will debit the Loan Service Fee and fees in connection with the making of the contract or a mortgage or guarantee to the Related Account and all other fees to the Loan Account or Related Account at our discretion.

### How we use your payments to repay the Loan

We will apply any amounts we receive from you for crediting to the Loan Account to pay:

- (a) **First:** Any credit provided in respect of any insurance premium debited to the Loan Account;
- (b) **Second:** Any unpaid fees and charges;
- (c) **Third:** Any unpaid interest;
- (d) **Fourth:** The principal of the Loan.

### 7.2 When must fees and charges be paid?

You must pay the fees and charges stated at Item F as soon as they are due and payable. However if we change any fee or charge in accordance with clauses 10.2, 10.4 or 10.5 you must pay the new amount when we tell you it will be payable or when we ask for it.

## Section 2: General Terms and Conditions that apply to all Loans

### 8. Capitalising unpaid interest, fees and charges

We charge interest on unpaid interest, fees and charges. That does not mean they are part of the principal sum. They only become part of the principal sum when we make a special entry in our books of account. We can do this at any time without telling you. Until we make that entry they are included in the outstanding balance of the Loan Account as unpaid interest, fees and charges, not as part of the principal sum. We do not show the items that make up the outstanding balance in any statement of the Loan Account unless you ask us in writing.

### 9. Default

**Note:** This clause does not apply to Equity Unlock Loan for Seniors.

#### 9.1 When you could be in default

You are in default under the Contract if any of the following conditions (a)–(n) apply:

- (a) **Overdue amount:** You do not pay on time any amount payable under the Contract;
- (b) **Breach of Contract:** You do not keep to the other terms of the Contract or the terms of any Security Agreement;
- (c) **Unsatisfactory value of Security Property:** We are not reasonably satisfied that the value of the Security Property is sufficient security for the Loan;
- (d) **Title to the Security Property is unsatisfactory:** We are not reasonably satisfied with the title to the Security Property or the Security over it. For example: we are unable to register the mortgage as a first ranking mortgage, or there has been an unreasonable delay in you becoming the registered proprietor of the Security Property, or a claim is made by a third party to an interest in the Security Property;
- (e) **Failure of Security Provider** Any Security Provider breaches any term or condition of the Security or withdraws from the mortgage or from the guarantee itself;
- (f) **False information:** At any time, you give us incorrect or misleading information in connection with the Contract and that information is material to our decision whether to provide you credit or to continue to provide you credit;
- (g) **Goods surrendered:** You or a Security Provider surrender to us any Security Property and, if the National Credit Code applies, you or the Security Provider do not ask us to return the Security Property within the time allowed by the National Credit Code;
- (h) **Power of sale:** A power of sale arises under the Security or under any other Security Interest over, or which attaches to, the Security Property. For example: you have given another party a second mortgage over your home, are in default under that mortgage and have not complied with a statutory notice served by that party to rectify the default so that the other party has the right as mortgagee to sell your property;
- (i) **Proscribed Person:** You, a Security Provider or signatory appears to our reasonable satisfaction to be a Proscribed Person (as that term is defined in clause 11.23).
- (j) **Wilful damage:** You wilfully damage the Security Property;
- (k) **Failure to insure:** You fail to adequately insure the Security Property for the full replacement value;
- (l) **Other home loan/investment home loan in default:** You have any other home loan/investment home loan with us (of the type specified in clause 13) and related Securities and:
  - (i) you do not pay on time any amount payable under the Loan or Security Interest; or
  - (ii) you give us incorrect or misleading information in connection with the Loan or Security and that information is material to our decision whether to provide you credit or to continue to provide you credit; or
  - (iii) you fail to maintain adequate insurance as required under the Loan or Security Interest; andyou do not remedy the breach within 30 days of receiving notice from us asking you to fix it.
- (m) **Enforcement action:** Any creditor of yours commences any proceedings against you or in relation to the Security Property;
- (n) **Insolvency:** You or a Security Provider become insolvent or steps are taken to make you or the Security Provider so.

## 9.2 Notification of default

In most circumstances we will give you a notice. Our notice will tell you what the default is and ask you to fix the default, if it can be fixed. The notice will allow a period of time for you to fix the default. (If we give you notice under the National Credit Code, you will have at least 30 days to fix the default.)

In some circumstances we do not have to give you a notice. For example, a court may excuse us from giving a notice or we may have made reasonable attempts to locate you without success. We do not have to give you a notice or wait for the default to be fixed where we believe on reasonable grounds that:

- (a) we were induced by your fraud to enter into the Contract; or
- (b) urgent action is necessary to protect the Security Property.

## 9.3 How being in default could affect your Loan

If you are in default and:

- (a) you do not fix the default in the time allowed by the notice we give you under clause 9.2;
- (b) the default cannot be fixed, and the time stated in the notice we give you under clause 9.2 elapses; or
- (c) we do not have to give you notice under clause 9.2;

THEN

- (d) provided in the notice (if any) we give you under clause 9.2 we have told you the amount required to pay out the Contract and that we can exercise our rights under this clause 9.3 if you do not remedy the default we may decide, without further notice, that all money owing by you under the Contract is due and payable immediately;
- (e) we may sue you for payment of the money you owe us;
- (f) we may exercise rights under the Security, including our right to sell the Security Property;
- (g) we will not be required to make available to you any undrawn portion of the Loan (if applicable) nor will we be required to comply with any other of our obligations under the Contract;
- (h) You must also pay us additional interest, called default interest on any amount you fail to pay by the due date under the Contract. Refer to clause 6.2.

We can do any or all of the above things in any order.

## 9.4 You must pay our costs

Enforcement expenses may become payable under the Contract or a mortgage (if any) in the event of a breach or default. You must pay us any expenses we reasonably incur in enforcing our rights under the Contract or a Security. We will debit these expenses to the Loan Account. They are due and payable on the date when debited.

## 9.5 We may need to treat your repayment as a Prepayment under Part B

Has the Loan been repaid due to our exercising our rights following your default? If so we may adjust the Loan Account. If the Loan is a fixed interest rate Loan we will make the adjustment under clause HL11. For a variable interest rate Loan we will make the adjustment under clause HL12. We will make the adjustment as if you had prepaid the Loan in full under those clauses.

## 9.6 Adjusting deferred repayments

If we exercise our rights under clause 9.3 we may later agree to defer payment of the amount you owe us. If so we will tell you in writing what your new repayments are.

## Section 2: General Terms and Conditions that apply to all Loans

### 9.7 If an amount you owe becomes subject to a court order

If any obligation to pay us an amount under the Contract becomes merged in a court order, you must pay interest on that amount as a separate obligation. The interest rate we apply from time to time is the higher of:

- (a) the default interest rate at clause 6.2; and
- (b) the rate payable under the court order.

The interest accrues daily and is debited to the Loan Account as per clause 6.3.

## 10. Variations

### 10.1 Changing interest rates

From time to time we may reduce or increase our reference interest rates, replace any reference interest rate with any other reference interest rate or introduce a new reference rate to apply to your Loan. Our reference interest rates are published on our website [commbank.com.au](http://commbank.com.au)

During a fixed or guaranteed interest rate period we may vary the margin or interest rates (annual percentage rates) on termination of concessions applying to the Loan, only if we are entitled to do this under Item L of the Schedule. Otherwise we will not change the interest rate applying to a fixed or guaranteed interest rate Loan during a fixed or guaranteed interest rate period.

From time to time we may change the interest rate (annual percentage rate) or margin applying to a variable interest rate Loan. One way that this can happen is if the variable interest rate is based on a reference rate that changes.

We advertise any reduction or increase in the reference interest rates in leading daily newspapers in each State and Territory no later than the day on which the change takes effect.

If the interest rate (annual percentage rate) is not set by reference to a reference interest rate, we either:

- give you written notice of any increase no later than the day the change takes effect; or
- advertise the increase in leading daily newspapers in each State and Territory no later than the day on which the change takes effect. We confirm the advertised interest rate to you with the next statement of account we give you under the Contract.

### Notifying you of changes

We will give you written notice of any change to the margin or interest rate (including replacing any reference interest rate with any other reference interest rate or introducing a new reference rate to apply to your loan) no later than the day on which the change takes effect.

### 10.2 Changing the Loan features

We may from time to time:

- (a) add, change or remove fees or charges or the frequency of charging of any fee or charge (subject to (d) and (e));
- (b) change the amount, frequency or time for payment of repayments or payments; and
- (c) change your Loan Account number (for example, we may change the number when the type of interest rate applying to the Loan or the Loan Type changes).

Each of the changes in paragraphs (a) to (c) is a separate right and this clause is to be read as if such change was a separately expressed right.

We cannot:

- (d) increase an establishment fee once you enter into the Contract;
- (e) during a fixed interest rate period, change the method of calculation of the Early Repayment Adjustment so as to increase the amount payable by you; or
- (f) add new fees or increase fees in respect of a Loan Account while its Loan Type is the No Fee Variable Rate.

### 10.3 Changes to your account terms and conditions

We may from time to time change any terms and conditions to:

- (a) change the basis on which interest is charged or paid;
- (b) change the method of calculation of repayments or payments;
- (c) change the frequency with which interest is charged or paid;
- (d) change the link to any reference interest rate or how we describe it;
- (e) change the minimum balance to which an account keeping fee applies;
- (f) add, change or remove any concessions or benefits;
- (g) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, ombudsman service or regulator;
- (h) accommodate changes in the needs or requirements of our customers, such as new product features or services;
- (i) correct errors, inconsistencies, inadvertent omissions, inaccuracies or ambiguities;
- (j) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas; or
- (k) reflect changes in technology or our processes including our computer systems.

Each of the changes in paragraphs (a) to (k) is a separate right and this clause is to be read as if such change was a separately expressed right.

Without limiting our rights under paragraphs (a) to (k), we may from time to time change any of the terms and conditions for reasons other than the ones mentioned above (e.g. due to unforeseen events).

### 10.4 Notifying you of changes

We will give you 20 days' prior written notice of a change in the amount or frequency or time for payment of repayments or payments, other than for a change where this is not specified in the Contract but is determined by a method of calculation specified in the Contract. For all other changes under clause 10.2 or 10.3, we will give you 30 days' written notice.

However, if a change under clause 10.2 or 10.3 only:

- (a) reduces your obligations;
- (b) extends the time for payment of any amount under the Contract; or
- (c) is to the Loan Account number and does not otherwise change the Contract,

we will instead notify you of the change before or when we send you the next statement of account under the Contract. If your repayment obligation reduces, we may also let you know about the change in our next interaction with you that occurs via NetBank, the CommBank app, via email or a conversation with you.

Also if the change is to a credit fee or charge, our prior written notice may take the form of an advertisement in a leading daily newspaper in your State or Territory.

We will confirm any newspaper notice before or when we send you the next statement of account we give you under the Contract.

**Note:** If we make a change which you do not like, you can cancel the Contract by repaying the Loan but, depending on your Contract, fees and charges may be payable, including an Administrative Fee, Early Repayment Adjustment and Settlement Fee. If the change is material, you will be able to cancel the Contract by repaying the Loan without incurring these fees and charges. Please refer to your Loan Schedule and clauses 7.1, HL11.4–HL11.6, HL12.1–HL12.4, C3.1 and O3.4/LOC3.4 as applicable. To obtain a copy of the Fees We Charge For Consumer Mortgage Lending Products brochure call 13 2224 or call into a Bank branch.

## Section 2: General Terms and Conditions that apply to all Loans

### 10.5 How we notify you about changes to government fees and charges

We will give you written notice of any change to government fees and charges, including the introduction of a new fee or charge, that occurs after the date of the Contract, but only if the government does not publicise the introduction or change. Our notice may take the form of an advertisement in a leading daily newspaper in your State or Territory.

### 10.6 If you want to change your Loan Type or invoke Portability

You may ask us to change your Loan Type (Switching), including splitting your Loan into two or more Loan Accounts or invoke Loan Portability. You can do this only if:

- (a) the table in clause 13 – Your Loan Options – does not prohibit it;
- (b) you are not in default; and
- (c) you pay any applicable fee and sign any new documentation where appropriate.

We may refuse your request including if:

- it involves a switch to interest only and we reasonably consider that you will not be able to repay the loan on or about the end of the Loan Term;
- it involves an extension of the Loan Term and we reasonably consider that you will not be able to repay the loan on or about the end of that extended Loan Term; or
- you invoke Portability and we are not reasonably satisfied with the value of or title to the substitute Security Property.

Ask us for a copy of, and refer to the *Switching Terms and Conditions brochure* if you are considering switching or splitting your Loan.

### How to change the Loan Type (Switching), including splitting your Loan into two or more Loan Accounts

You must ask for the change. Specifically, this request must be made by the person(s) authorised in accordance with the Loan authority you gave us under clause 3.7; or if no such authority has been given, then all of you must personally sign the request.

The change will apply from the date we process your request.

You may ask for a fixed interest rate to apply to the Loan Account. The new fixed rate will apply from the date we process your request or, if you have an existing fixed or guaranteed interest rate, from the end of that period; clauses HL1 and HL11 apply.

You may ask for your Loan to be changed from a fixed or guaranteed rate loan to any available Loan Type – we will treat this change to your Loan Account as a Prepayment and an Early Repayment Adjustment may be payable in terms of clauses HL11.4 and HL11.5 or HL12.2 and HL12.3.

We may refuse your request to switch from a fixed or guaranteed rate loan to any available Loan Type unless:

- (a) you arrange for us to debit your Related Account or another of your accounts with an Early Repayment Adjustment (if payable by you) and there are sufficient funds or credit available in that account; or
- (b) we are satisfied that the ratio of the resulting loan balance to the value of the Security Property meets our normal lending criteria, without the requirement for lenders' mortgage insurance resulting from an Early Repayment Adjustment being charged to your Loan Account (including where there are requirements for additional lenders' mortgage insurance).

You may ask us to apply the change you have requested to part of your Loan if the table in clause 13 indicates that a variable and fixed rate option is available.

If we issue a new Loan Account number this has no effect on your rights and obligations under the Contract and is in no way to be treated as a repayment or refinancing of the Loan.

### How to invoke Loan Portability

All of you must request the change in writing. The settlement for the discharge of the existing Security must occur either simultaneously with or prior to the granting of the substitute Security. You can invoke Loan Portability if there is no change of borrower(s) or Security Providers.

## 11. General

### 11.1 We can choose how and when we exercise our rights

We may exercise any right or remedy in any way we choose. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

### 11.2 We can refuse our consent or impose conditions

Whenever you ask for our consent, we will only refuse our consent if it is reasonable to refuse it. If we give our consent, we may impose reasonable conditions. You must comply with any reasonable conditions we impose in giving our consent.

### 11.3 We may decide how your Loan repayments are used to pay off the amounts you owe

Unless you tell us otherwise, after the payment of unpaid insurance premium, fees and charges and interest in accordance with clause 7.1, we may use money we receive under the Contract towards paying any arrears of principal repayments and then towards any of the amounts then due and payable by you under the Contract, as we reasonably choose.

### 11.4 You must pay our fees and charges even if you terminate the Contract early

If you terminate the Contract before obtaining or attempting to obtain any credit under the Contract, we may retain or require payment of the fees and charges we reasonably incurred before the termination and which would have been payable under the Contract.

### 11.5 We own our inspection reports and valuations

If any of our officers, or any person engaged by us, at our expense carries out any inspection or valuation of the property offered as Security Property or which is subject to a Security, they do so for our purposes only and not on your behalf. Any reports made as a result of an inspection or valuation done at our expense is our exclusive property and will not be disclosed to you. When we inspect or value a property, or do anything as a result of an inspection or valuation, or pay any Loan drawing under clause HL3, we are not obliged to tell you anything we learn and make no representation to you about the condition of the land, the construction of any building or the standard or value of any building on the property or the uses to which the property may be put.

### 11.6 You must make your own decisions or obtain independent advice

As obtaining a Loan is a major financial commitment, you should do your research and think carefully before deciding:

- (a) to enter into the Contract;
- (b) to obtain the Loan;
- (c) about the kind of interest rate (for example, fixed or variable interest rate) you want under the Contract;
- (d) to pay interest in advance (for Interest in Advance Loans only); or
- (e) to accept the purchase price for the property you intend to purchase using the Loan funds.

You should seek independent advice on the following matters in particular, as our employees and agents do not have our authority to:

- (aa) make any predictions about what might happen to our or anyone else's interest rates in the future;
- (bb) tell you what kind of interest rate would best suit you;
- (cc) give you any advice on the taxation implications of the Loan;
- (dd) advise on the nature and effect of interest compounding on the loan account and how the amount owing on the loan can increase rapidly due to the compounding interest effect;
- (ee) make any predictions about, or comment on the level of equity in the property and how the Loan will impact that equity;
- (ff) advise you on other alternatives such as making arrangements with family members, selling other assets, restructuring income streams or accessing government benefits rather than proceeding with the loan.

If you have any doubt at all about any of these matters you should seek help from a financial counsellor or obtain legal advice or do both.

## **Section 2: General Terms and Conditions that apply to all Loans**

### **11.7 Direct debits**

Where a direct debit authority is in place you must ensure there is enough money in the Related Account for us to draw the amounts you must pay us under the Contract (or have agreed to pay). If there is not enough money in the Related Account at the required times, you authorise us to charge a dishonour fee on the Related Account under the terms and conditions applying to the Related Account. You may ask us to change the Related Account. This must be done by providing us with an authority acceptable to us.

You can still make payments to your Loan Account outside of the direct debits and if you do, we will continue to debit your Related Account (as if you hadn't made those additional payments).

Any person authorised to operate on your Loan Account can make changes to a direct debit authority. You or any account holder on the Related Account can cancel a direct debit authority at any time.

### **11.8 We can adjust the Loan Account if a cheque is not honoured**

Proceeds of cheques, whilst credited to the Loan Account, are subject to clearance. If you pay by cheque and the cheque is not honoured then we treat the payment as if it had never been made.

### **11.9 Your liability to pay fees and charges may be limited by law**

You do not have to pay fees and charges to the extent those fees and charges would result in you paying more than the maximum annual percentage rate set under a law for credit subject to the National Credit Code. But you must pay all other fees and charges and interest due under the Contract. If any payment of fees and charges result in you paying more than any such maximum annual percentage rate, then we will treat such excess of the payment as a repayment of principal.

### **11.10 We only give and accept written notices**

Notices, including certificates, consents and demands given or made under the Contract must be in writing except for notices which you have agreed can be given electronically to you.

### **11.11 How notices can be delivered**

Notices and statements of the Loan Account may be:

- (a) given personally (if they are for us, to one of our employees at any branch or office we tell you);
- (b) left at the address last notified;
- (c) sent by prepaid post to the address last notified;
- (d) sent by facsimile transmission to the fax number last notified;
- (e) given electronically by making them available on our website and sending you an email at your last notified email address informing you that the notice or statement can now be retrieved from our website. If your last notified email address is invalid, we may until you update the address contact you via other means (e.g. SMS or push notification) to let you know your notice or statement is ready for viewing. We may only give you a notice or statement electronically if you have specifically agreed to this, and you have not withdrawn your consent;
- (f) given in any other way permitted by law.

### **11.12 When notices take effect**

Notices take effect from the time they are received unless a later time is specified in them.

### **11.13 Notices sent by post**

If notices are sent by post, they are taken to be received on the day they would be received in the ordinary course of post.

### **11.14 Notices sent by fax**

If notices are sent by a facsimile machine which produces a transmission report, they are taken to be received at the time shown in a transmission report which indicates that the whole facsimile transmission was sent.



### **11.15 Notices sent by electronic communication**

If notices are sent by electronic communication, they are taken to be received on the day that our notification enters the first information system outside CommBank (e.g. the server of your internet or telecommunications service provider or the host of your email address).

### **11.16 You must tell us if you change your name, address or contact details**

You must tell us as soon as possible if you change your name, address or contact details, including your email address or mobile phone number. You can change your address or electronic contact details at any time on NetBank or by calling us on **13 2221**.

### **11.17 The term of the Loan can vary**

The term of the Loan is fixed only if the interest rate is fixed for the whole of the term. Otherwise the term may be longer or shorter than the period (if any) stated at Item E(iv) of the Schedule. We only use the period (if any) stated at Item E(iv) to calculate repayment amounts at the Disclosure Date, whenever we exercise our right to re-set repayments and when we work out whether or not to make an Early Repayment Adjustment.

### **11.18 Payment of outstanding amounts**

If there is no specific provision in the Contract for payment of an amount owing under the Contract, then you must pay us that amount when we ask for it.

### **11.19 We may assign our rights**

We may assign or otherwise deal with our rights under the Contract in any way we consider appropriate provided that you then have and may exercise the same rights under your Contract against the assignee as you have against us.

### **11.20 If a trustee in bankruptcy or liquidator asks us for your money back**

Under law, a trustee in bankruptcy or a liquidator may ask us to refund a payment we have received in relation to the Loan. To the extent we are obliged to, or we agree to, make a refund, we may treat the original payment as if it had not been made. We are then entitled to our rights against you under the Contract as if the payment had never been made.

### **11.21 Taxes**

- (a) You must make all payments under the Contract without set-off or counter claim and free and clear of any withholding or deduction, unless prohibited by law.
- (b) If you are required by law to deduct or withhold any tax, duty or other impost of any kind ("taxes") from any amount payable by you to us under the Contract, you must pay:
  - (i) to the relevant authority, those taxes before the date on which penalties attach to them; and
  - (ii) to us, whatever extra amount required to ensure that the net amount we receive from you in satisfaction of your obligations under the Contract, equals the full amount we would have received if no such deduction or withholding had been made; and
  - (iii) to us, whatever extra amount equal to any taxes imposed on us or that we must pay for any other amount you paid under (ii) above, including any taxes payable because of a previous application of this clause.

If you have made a deduction or withholding from any amount you have paid us under the Contract and you have complied with the requirements of (i), (ii) and (iii) above, and we are able to apply for a credit to offset against our Australian tax liability for all or part of that deduction or withholding we will use our best endeavours to apply for this credit, we will pay you that credit amount if we obtain it.

### **11.22 We may keep the title documents**

We may keep the title documents to the Security Property after you have repaid the Loan until you direct us otherwise. Unless your title document is in electronic form or is converted to electronic form, we will deliver those title documents to you, or at your written direction, on reasonable notice to us.

## Section 2: General Terms and Conditions that apply to all Loans

We may charge a fee to your Related Account if we keep the title documents. We may engage contractors to store the title documents and may move them to different locations. The service comes with a non-excludable warranty under consumer protection laws that it will be carried out with due care and skill and be reasonably fit for the purpose. If we breach any of those warranties you may be entitled to compensation for any loss but to the extent (if any) permitted by those laws, our liability for loss or damage to, or delay in providing you with the title documents is limited to the reasonable costs of obtaining replacement title documents from the relevant government authority.

### 11.23 If you are deemed to be a Proscribed Person

A Proscribed Person is any person or entity:

- (a) that has been proscribed under the *Charter of the United Nations Act 1945 (Cth)*;
- (b) who is in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- (c) who appears in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- (d) who acts on behalf, or for the benefit of, a person or entity listed above.

If we reasonably believe you to be a Proscribed Person then we may immediately:

- (aa) refuse to process any of your transactions;
- (bb) suspend the provision of a product or service to you;
- (cc) refuse to allow or to facilitate any assets of yours held by us or be used or dealt with;
- (dd) refuse to extend any further credit to you; and/or
- (ee) terminate your facility.

We will be under no liability to you if we do any or all of these things in good faith and in compliance, or purported compliance, with any legal requirement in relation to a Proscribed Person. Our rights under this clause are in addition to all other rights we may have under these terms and conditions.

### 11.24 Severance

If any part of a clause or provision of the Contract, is void or unenforceable (for example, if a court or other authority declares it so):

- (a) to the maximum extent possible, the remaining parts of the Contract will continue to have full force and effect and be interpreted as if the void or unenforceable part had never existed; and
- (b) we may change the UTC so as to achieve (as far as possible) the intention of the original clause or provision without it being void or unenforceable. We give you notice of any change under clause 10.4.

### 11.25 Mistaken credits

If we are reasonably satisfied that funds have been paid into your Loan Account due to another party's mistake and there are sufficient credit funds in your Loan Account, we may debit your Loan Account with the amount of the mistaken payment and return it to the other party without giving you notice. In some instances we may prevent you from withdrawing the amount claimed to be a mistake while we investigate.

### 11.26 If you are a trustee

When you sign the Contract as a trustee, you agree to:

- (a) at our request, exercise or hold for us your right of indemnity from the trust fund and the beneficiaries in order to pay us any money owed under the Contract;
- (b) observe and perform your obligations as trustee of the trust; and
- (c) cause any successor trustee to abide by these terms and conditions.

Without our consent you will not do anything to:

- (a) retire or be removed or replaced as trustee of the trust or allow additional trustees of the trust to be appointed;
- (b) terminate the trust, vary the trust deed or re-settle the trust fund or determine a vesting date;
- (c) limit your right of indemnity from the trust fund for obligations under the Contract.

### 11.27 Additional Tax Information

As part of Australia's international obligations in relation to combating tax evasion, we may require you to provide additional information.

Until you provide us with this information, we may prevent you from withdrawing any funds that you deposit.

*For example, if you are the trustee of a trust, you need to tell us if the settlor or any beneficiary of the trust is a tax resident of a country other than Australia. If the settlor or any beneficiary is itself an entity, this requirement applies to all individuals who are an ultimate beneficial owner of that entity.*

*We may then require you to obtain (and/or provide on their behalf) each individual's name, address, date of birth and tax residency details.*

*Where you are a trustee, you do not have to give us this information in relation to the settlor if their identity is not known or, if they have no ongoing involvement with the trust and their tax residency is not known. In this case, you confirm that after reasonable enquiry, you have no reason to believe that the settlor is tax resident in a country outside Australia.*

You must keep this information up to date, and notify us promptly of any change.

If you need to get in touch with us:

From Australia call **1300 077 141** between 9am – 5pm, Monday – Friday (your local state time)

From overseas call **+61 2 9283 6096** between 9am – 8pm, Monday – Friday (Sydney/Melbourne Time).

Call charges may apply.

### 11.28 Safeguarding your accounts against unauthorised access

You must do everything you reasonably can to protect all means of access to your loan. This means making sure your cards, devices, client numbers, PINs, passwords and other codes and electronic equipment are not misused, lost or stolen. You may suffer loss if you don't sufficiently safeguard these items. Even if you are confident that codes are secure you must tell us as soon as you become aware of loss or theft of an access method or of any unauthorised access to your loan(s). You can do this by telephoning us on **13 2221** or by visiting any Bank branch.

### 11.29 Requesting a copy of my documents

You can at any time request a copy of legal documents we hold relating to your Loan Account including:

- your contract – including terms and conditions, applicable fees and charges and interest rates;
- your mortgage;
- a statement of account; and
- any notice we previously gave to you which is relevant to us exercising our rights.

However, we do not have to give you a copy of:

- a notice requiring you to take action if you ask for the copy more than two years after the contract to which the notice relates was discharged or ended; or
- a statement of account within three months after we gave you a copy of the same statement of account.

We will provide requested documents within 30 days of your request.

## 12. Building Insurance

As set out in your Security Agreement:

- (a) You must at all times maintain adequate Building Insurance over all Security Property, other than vacant land.
- (b) If the Security Property is part of a Shared Scheme (as defined in your Security Agreement), you must use your best endeavours to ensure the governing body maintains the building and other insurances required by law.

The Building Insurance must cover fire, storm, flood, hail and other usual risks and such other risks as we may reasonably specify in accordance with our usual credit standards.

## Section 2: General Terms and Conditions that apply to all Loans

### 13. Your Loan Options

Loan Type	Low Doc <sup>4</sup>	Extra Repayments Without Penalty	Repayment Redraw Facility (clause HL9)	Switching Loan Type* (clause 10.6)
<b>Home Loans and Investment Home Loans</b>				
Standard Variable Rate	✓	✓	✓ <sup>1</sup>	✓
Guaranteed Rate <sup>4</sup>	✗	✓	✓ <sup>1</sup>	✓
Discounted Variable Rate <sup>4</sup>	✗	✓	✓ <sup>1</sup>	✓
Fixed Rate	✓	✓ <sup>2</sup>	✗	✓
Interest in Advance (Investment only)	✓	✗	✗	✓
No Fee Variable Rate <sup>4</sup>	✗	✓	✓ <sup>1</sup>	✗
<b>Extra Home Loans and Extra Investment Home Loans</b>				
Extra Variable Rate	✗	✓	✓ <sup>1</sup>	✓
<b>Base Variable Rate Home Loans and Investment Base Variable Rate Home Loans</b>				
Economiser <sup>Δ 4</sup>	✓	✓	✓ <sup>1</sup>	✓
Special Economiser <sup>Δ 4</sup>	✗	✓	✓ <sup>1</sup>	✓
Rate Saver <sup>≈ 4</sup>	✓	✓	✓ <sup>1</sup>	✓
Special Rate Saver <sup>≈ 4</sup>	✗	✓	✓ <sup>1</sup>	✓
<b>Lines of Credit and Investment Lines of Credit</b>				
Viridian Line of Credit	✓	N/A	N/A	✓
Equity Unlock Loan for Seniors <sup>5</sup>	✗	N/A	N/A	✗

✗ – Option not available with this loan

✓ – Option available but extra fees and/or conditions may apply

N/A – Not applicable to this loan

MISA – Mortgage Interest Saver Account

Top Up – Increase in credit amount or credit limit

1 **Minimum redraw amount** – \$1,000 in a branch, nil electronically.  
(Please see clause HL9.3 for maximum redraw limits).  
Electronic redraw available using BSB and account number only.

2 **Up to a maximum of \$10,000 in any year.**

3 **Fixed or Guaranteed Rate must be broken and an Early Repayment Adjustment may be payable.**

4 **Product unavailable for new fundings from September 2018.**

5 **Product unavailable for new fundings and limit increases on and from 1 January 2019.**

6 **On and from 16 March 2019, MISA is no longer available for sale, or able to be activated, for any loan. If a MISA has a nil balance on or after 16 March 2019, it cannot be reactivated.**

**Note:** The terms and conditions governing electronic access to your account (including the use of electronic terminals) and the fees applicable are set out in our brochure *Electronic Banking – Terms and Conditions*

Top Up	Portability (clause 10.6)	Repayment Holiday (clause HL16.2)	Interest Off-Set Account (clause HL7)		Variable and Fixed Rate Option (clause 10.6)**	Interest Only (Item HLA) (clauses HL4 and HL5)
			MISA <sup>6</sup>	Everyday Offset Account		
✓	✓	✓	✓	✓ <sup>†</sup>	✓	✓
✓ <sup>3</sup>	✓	✓	✓	✗	✓	✓
✓	✓	✓	✓	✗	✓	✓
✓ <sup>3</sup>	✓	✗	✓ <sup>#</sup>	✗	✓	✓
✓ <sup>***</sup>	✓	✗	✗	✗	✗	✓
✓	✓	✓	✗	✗	✗	✓
✓	✓	✓	✗	✗	✓	✓
✓	✓	✓	✗	✗	✗	✓
✓	✓	✓	✗	✗	✗	✓
✓	✓	✓	✗	✗	✗	✓
✓	✓	✓	✗	✗	✗	✓
✓	✓	✗	✗	✗	✗	✓
✓	✓	✗	✗	✗	✗	✓

# MISA is partially offset against this loan type and is not available on Interest in Advance Fixed Rate Investment Home Loans.

† Available only if you, or all of you, are individuals.

\* Any request to vary your existing contract is subject to our Switching Terms and Conditions and approval at the time you make the request. The following switches are not available:

- Between Home Loans and Investment Home Loans.
- Between a non broker and broker loan and vice versa.
- To a product no longer available for new fundings.
- To a Fixed Rate during a progressive drawing period. The loan must be fully funded before you switch.

\*\* Taking both a Guaranteed Rate and Discounted Variable Rate loan as part of a split rate loan (Variable and Fixed Rate split rate option) is not permitted.

\*\*\* Top Ups on Interest in Advance loans are not permitted during the Interest in Advance period. Top Ups are permitted when moving into an Interest in Advance loan.

≈ Available only if the Loan was introduced to us through an accredited broker.

Δ Available only if the Loan was not introduced through a broker.

## Section 2: Home Loans (HL)

### **HL1. Interest on fixed or guaranteed interest rate loans**

**Note:** Read this clause (HL1) only if you have a fixed or guaranteed interest rate. If you have a variable interest rate, go straight to HL2.

#### **HL1.1 Interest rate period**

The fixed or guaranteed interest rate period that applies is as stated at Item C of the Schedule or as we subsequently agree or notify you.

#### **HL1.2 Setting and locking the interest rate**

- (a) We set the interest rate (annual percentage rate) by adding a margin to or subtracting a margin from the reference interest rate current at the beginning of the interest rate period. We state the margin for the Loan and the name of the reference interest rate at Item C on your Contract Schedule. The amount of the reference interest rate or the reference rate that applies for your Loan may change between the Disclosure Date and the Funding Date.
- (b) You can ask us to 'rate lock' your interest rate (annual percentage rate) for a fee. If we agree to do this we will hold the rate for 90 days from the date we process your request at the interest rate that applied on that date. The interest rate may vary between the dates we process any initial and subsequent request to 'rate lock' the interest rate. If you fail to pay the rate lock fee for an interest in advance loan, we will debit the fee from your Loan Account. Where your Loan has been funded within that 90 day period, clause HL1.5 applies.

#### **HL1.3 Where we state the interest rates**

We state the interest rates (annual percentage rates) on the Loan for the period as at the Disclosure Date in Item C of the Schedule.

#### **HL1.4 When the interest rate can change**

If the rates set out at Item C have 'currently' against them or you have 'rate locked' your interest rate but your Loan has not been funded within 90 days of your request, then we set the interest rates as defined above in clause HL1.2(a). If the amount of any reference interest rate changes or we change the reference rate that applies for your Loan on or before the Funding Date, the interest rate (annual percentage rate) on the Loan will also change accordingly, but it is then fixed or guaranteed for the chosen interest rate period.

#### **HL1.5 If you choose to lock the rate**

If the rates set out at Item C do not have 'currently' against them and the Funding Date occurs within 90 days of the date we process your request to 'rate lock' your fixed interest rate, the following apply:

- (a) if the reference interest rate has changed since the date we process your request, then the interest rates on the Loan do not change; and
- (b) the interest rates for the chosen interest rate period are the rates stated in Item C.

#### **HL1.6 When a fixed or guaranteed rate will convert to a variable rate**

At the end of a fixed or guaranteed interest rate period, the interest rate (annual percentage rate) on the Loan changes to a variable interest rate (see clause HL1.7) unless we agree to your request for another fixed interest rate period.

#### **HL1.7 How we set the variable interest rate**

We set the variable interest rate (annual percentage rate) for the Loan by taking a margin and adding it to or subtracting it from the reference interest rate that applies at the end of the fixed interest rate period. The margin and reference interest rate are stated at Item C as applying from the end of the fixed or guaranteed interest period or as we subsequently agree or notify you.

### HL1.8 Paying interest in advance

**Note:** Unless the Loan is predominantly for residential property investment, interest in advance is not available for loans regulated by the National Credit Code.

- (a) We may agree with you that you pay interest in advance during a fixed, interest-only period of your Loan (**IIA Period**). During that period:
- (i) You must, each year, pay us interest in advance for the whole of the next 12 months;
  - (ii) Payments are due and will be debited to your Loan Account at the start of each year:
    - i Your first payment is due on the date that your IIA Period commences.
    - ii You must make subsequent payments each year that your IIA Period continues, on the anniversary date of your IIA Period commencement;
  - (iii) Each year's interest payment will be calculated by multiplying:
    - i The outstanding balance of your Loan Account at the beginning of the year; times
    - ii The daily percentage rate that applies at the beginning of the year (the annual percentage rate divided by 365, even in leap years); times
    - iii The actual number of days in the year (e.g. 366 in a leap year).
- (b) If you fail to make an interest-in-advance payment, we may terminate your IIA Period, in which case:
- (i) We'll credit back to your Loan Account the unused portion of your interest-in-advance payment
  - (ii) Your fixed rate period terminates and we can charge and debit to your Loan Account an Early Repayment Adjustment (if applicable) and an Administrative Fee;
  - (iii) Interest on the outstanding balance of your Loan Account will accrue daily from the termination date and be debited monthly;
  - (iv) Unless otherwise agreed with you, your interest rate will revert to our standard variable rate for investor, interest-only loans plus or minus the applicable margin that would have applied at the end of the fixed rate period.

## HL2. Interest on variable interest rate loans

**Note:** Read this clause only if you have a variable interest rate.

### HL2.1 How we set the rate

We decide on the interest rate (annual percentage rate) for the Loan by adding a margin to or subtracting a margin from a reference interest rate. The reference interest rate and margin applying to the Loan are as stated at Item C or as we subsequently agree or notify you. The variable interest rate may be subject to a cap or a minimum rate or both.

### HL2.2 Capped rates

If the interest rate on the Loan is capped, the cap on the interest rate and the interest rate period are stated at Item C. The interest rate period starts from the Funding Date.

### HL2.3 Minimum rates

If the Loan has a minimum interest rate, the interest rate and the period are stated at Item C. The period starts from the Funding Date.

### HL2.4 Loans with capped and minimum rates

If the Loan has both a cap on the interest rate and a minimum interest rate, these rates and the period in which the cap and the minimum interest rate apply are all stated at Item C. The period starts from the Funding Date.

## **Section 2: Home Loans (HL)**

### **HL2.5 How the cap works**

During a capped interest rate period the interest rate will not move above the cap unless you are in default. While you are in default the interest rate can move above the cap.

### **HL2.6 How a minimum rate works**

During any minimum interest rate period the interest rate will not move below the minimum interest rate unless you have an Interest Offset Account linked to the Loan Account. Clause HL7 tells you about interest offset accounts.

**Note:** Product unavailable for new fundings or limit increases on and from 1 January 2019.

## **HL3. How we fund a construction loan**

### **HL3.1 Progress of works**

**Note:** This option is not available for Fixed Rate or Guaranteed Rate Loans.

We give you the whole construction loan through a series of progressive payments in accordance with the progress of the Building Works (if any), or as we see fit having regard to the matters in clause HL3.3.

You must commence drawing the construction loan within 6 months of the Disclosure Date and complete all Building Works within 24 months of that date. If you don't, we can choose not to fund the Loan, or the remainder of the Loan, and to give you one month's written notice requiring you to start repaying in accordance with clause HL5.4 from a specified date. You will not have to start repaying until any interest only period stated at Item HLA expires.

You must advise us of any material change or proposed change to the Building Works.

### **HL3.2 How we fund the construction loan**

We fund the construction loan by paying the loan drawings in accordance with the amounts shown on your progress payment schedule in the building contract. Before we make a payment we require a copy of the invoice from your builder signed by you or the person (if any) you have authorised under a loan authority given pursuant to clause 3.7 or at our discretion, in accordance with your or their electronic or verbal instructions (for example when you instruct us to pay following a request for payment by a contract builder or a sub contractor).

### **HL3.3 Not paying**

We reserve the right not to pay any construction loan drawing if you have not provided us with the documentation for the Building Works we told you in writing we needed or if the Building Works (if any) are not to our reasonable satisfaction or we reasonably consider that there is not enough money in the un-funded component of the Loan to pay to complete the Building Works. We also reserve the right not to pay any construction loan drawing if you have made variations without bank approval to the building contract, progress payment schedule, council approved plans or any items you provided supplier quotes for when applying for your construction loan. (See also clause 11.5)

## **HL4. Paying interest only**

**Note:** This clause does not apply during an interest in advance period.

### **HL4.1 When you must pay interest**

You must pay us the interest debited to the Loan Account during any interest only period (being the period when your repayment type is interest only) which is calculated as set out in Clause 6 and during any period of progressive Loan drawings (for example, under a building loan). That period starts on the Funding Date and ends on the Final Funding Date or when the interest only period ends. At all times you must provide us with an authority acceptable to us to debit interest payments from your Related Account. Your interest only payments are due as set out in Item E of the Schedule, this clause HL4 or as we subsequently agree or notify you.



#### **HL4.2 If there is only one loan drawing**

If we give you the Loan as a single payment and there is an interest only period stated at Item HLA (being the period when your repayment type is interest only), your first interest payment is due one month after the Funding Date. You must then make interest payments on the same day each month until the end of the interest only period.

#### **HL4.3 If there are progressive loan drawings and an interest only period**

If we give you the Loan through progressive Loan drawings and there is an interest only period stated at Item HLA (being the period when your repayment type is interest only), your interest payments are due on the 15th day of each month and on the Final Funding Date. The first payment is due on the first 15th day of the month to occur after the Funding Date.

If the interest only period has not ended at the Final Funding Date, you must continue making your interest payments until the end of the interest only period. Those interest payments are due one month after the Final Funding Date and on the same day of each following month until the end of the interest only period.

#### **HL4.4 If there are progressive loan drawings but no interest only period**

If we give you the Loan through progressive Loan drawings and there is no interest only period stated at Item HLA, your interest payments are due on the 15th day of each month and the Final Funding Date. The first payment is due on the first 15th day of the month to occur after the Funding Date.

### **HL5. Repaying principal and interest**

#### **HL5.1 First repayment date for a single Loan drawing**

Your first repayment of principal and interest is due one month after the Funding Date.

#### **HL5.2 First repayment date for a single or progressive Loan drawing with an interest only period**

Your first repayment of principal and interest is due one month after the due date for your last interest only payment.

#### **HL5.3 First repayment date for a progressive Loan drawing without an interest only period or with an interest only period which ends before the Final Funding Date**

Your first repayment is due one month after the Final Funding Date.

#### **HL5.4 Making repayments**

You must repay the principal and interest at the times stated at Item E of the Schedule or at the times we subsequently agree or notify you. You must make the repayments on the same day of each month until you pay us everything you owe under the Contract. Unless we agree otherwise, at all times you must provide us with an authority acceptable to us to debit the repayments from your Related Account. If you don't make a repayment in full, but later have money in your Related Account, or in another banking account with us which you have authorised us to debit, we will debit these accounts with all or part of the unpaid repayment. If we choose to do this we are not obliged to inform you.

#### **Choosing weekly and fortnightly direct debit repayments**

If you prefer, you can ask to make weekly or fortnightly payments, and if we agree, we'll change your monthly repayments so that they take into account your preference.

Here's how it works:

- We'll quote you the weekly or fortnightly payments you'll need to make and let you know when those payments will start.
- We'll also quote you what this means on a monthly basis. You'll get two quotes:
  - one amount for the months where there are four weekly payment dates, or two fortnightly payment dates in the month, and
  - a second for months where there are five weekly payment dates, or three fortnightly payment dates in the month.
- So long as you make the weekly or fortnightly payments on the payment dates, you will have satisfied your monthly repayment obligation.

## Section 2: Home Loans (HL)

- You can miss one or more weekly/fortnightly payments, so long as you make them up by the next monthly repayment due date.

We calculate the weekly/fortnightly payment as follows:

- the weekly payment is calculated by multiplying the existing monthly repayment amount by 12 and then dividing the total by 52, even in leap years;
- the fortnightly payment is calculated by multiplying the existing monthly repayment amount by 12 and then dividing the total by 26, even in leap years.

On each monthly repayment due date, we check whether you have made total payments at least equal to the applicable monthly repayment amount (which may vary from month to month as described above). You will be in default if on or by the repayment due date, you have not paid at least the applicable monthly repayment amount. Once you request (and we agree) to make weekly or fortnightly repayments, the applicable monthly repayment amounts that we notify to you will vary the amount set out in Item E of the Schedule.

For more information about your payments, see NetBank, the CommBank App, visit a Bank branch or call us on **13 2224**.

Example:

If your monthly repayment in Item E of the Schedule is \$1,000 payable on the 19th of every month; and You ask us (and we agree) to fortnightly payments. Then: your fortnightly payment is \$462 (calculated as  $(\$1,000 \times 12)/26$ ).

This translates into two monthly repayment amounts:

- \$923 a month – for months with 2 fortnightly payment due dates in the month ( $\$462 \times 2$ )
- \$1,385 a month – for months with 3 fortnightly payment due dates in the month ( $\$462 \times 3$ )

At the end of the month, we check whether over that month you have paid at least the applicable monthly repayment amount.

If you miss a fortnightly payment, you can make it up by paying that amount the next fortnight, so long as by the monthly due date, you have paid in total the applicable monthly repayment amount.

For the purposes of the examples, all amounts have been rounded to the nearest dollar. Actual repayments may involve dollars and cents.

## HL6. Changes to repayments

### HL6.1 When we can change the repayments

We may set or reset repayments at any time. Generally, but not in all cases, we will do this so that the Loan will be repaid on or about the end of the Loan Term including:

- (a) when the interest rate changes, or at any time after that; or
- (b) at any time, if the repayments set under the Contract will not repay the Loan over the Loan Term.

We will tell you in writing what your new repayments are except for a change in the amount, frequency or time for payment of a repayment where this is not specified in the Contract, but is determined by a method of calculation specified in the Contract. We will tell you this at least 20 days before the change takes effect. However, if the change:

- (a) reduces your obligations under the Contract, we:
  - (i) may let you know of the change in our next interaction with you that occurs via NetBank, the CommBank app, via email or a conversation with you; and
  - (ii) will notify you of the change before or when we send you the next statement of account we give you under the Contract; or
- (b) extends the time for payment of any amount under the Contract, we will notify you of the change before or when we send you the next statement of account we give you under the Contract.

The Bank periodically reviews your repayment amount and if the interest rate has increased or decreased, the Bank typically changes your repayment amount to ensure you repay your loan within the contracted loan term.

## HL6.2 When you can change the repayments

We will consider any written request (or other form of agreed request) from you to vary the repayments stated at Item E, but we do not have to agree to your request including if we reasonably consider that you will not be able to make the changed repayments, or not without substantial hardship, or the effect of the change is that the Loan will not be repaid on or about the end of the Loan Term.

To enquire about changing your repayment date or about how you can meet your monthly repayments through weekly, fortnightly or monthly direct debits, call **13 2224** or visit any branch. We may not agree to change your repayment date, depending upon your circumstances.

## HL6.3 Recalculating your repayments when you change your direct debits or switch Loan Types

If you:

- have a Principal and Interest Loan Type and request that we change your direct debits; or
- request that we switch your Loan Type (other than to an interest-only Loan Type)

a new minimum required repayment will be calculated at (and become effective from) the time of processing your request. Your minimum required repayment will be a monthly amount that will, if paid each month on the date it is due, repay your loan in full by the end of your contracted loan term (based on your loan balance, interest rate and any applicable loan fees or insurance premiums at the time of processing).

## HL7. Interest offset

**Note:** This clause applies only if your Loan Type has an interest offset facility. It does not apply during an interest in advance period.

For terms and conditions of the Everyday Offset Account, refer to the *Transaction, Savings and Investment Accounts Terms and Conditions* brochure available at any branch or visit our website at **commbank.com.au**.

### HL7.1 How we calculate interest if you have an offset account

If you have an Interest Offset Account linked to the Loan Account (for example a Mortgage Interest Saver Account or an Everyday Offset Account), we calculate interest on the Loan Account using two different rates:

- (a) on the outstanding amount in the Loan Account equal to the amount in your Interest Offset Account, we use the Interest Offset Rate applicable to your Loan Type;
- (b) on the balance of the amount outstanding on the Loan Account, we use the interest rate that otherwise applies to the Loan under the Contract.

### HL7.2 If you have more money in the offset account than you owe on the Loan

If the amount in your Interest Offset Account is equal to or more than the amount outstanding on the Loan Account, we will only offset the interest on the amount outstanding in the Loan Account at the Interest Offset Rate applicable to your Loan Type.

### HL7.3 Interest Offset Rate

The Interest Offset Rate is not a reference rate. We advertise any change to the way we calculate the Interest Offset Rate in leading daily newspapers in each State and Territory no later than on the date the change takes effect. We confirm any change with the next statement of account we give you. If we terminate the offset or vary the way it works, we will give you at least 30 days' notice in writing.

## Section 2: Home Loans (HL)

### HL7.4 Loan Obligations Not Affected

Except for the effect of the loan interest rate offset on the calculation of interest, your obligations in respect of the loan are not affected by an Interest Offset Account. To the extent permitted by law, you expressly waive any right that you may have to set-off any credit balance of an Interest Offset Account against any payment due on the Loan. This means that you cannot set-off any credit balance of an Interest Offset Account against any payment due on the Loan unless you have a legal right to do so which cannot be excluded. You must continue to make the agreed Loan repayments in full notwithstanding the credit balance of the Interest Offset Account.

### HL7.5 Linking Interest Offset Accounts

When you ask us to activate the interest offset feature of your Everyday Offset Account, it may take us up to 5 business days to link your Everyday Offset Account with your eligible home loan. The balance of your Everyday Offset Account will not offset the balance of your home loan on the day of funding, and until the accounts are linked. For MISA we will establish the offset account automatically when we establish the loan account.#

## HL8. Owner occupation and leasing

**Note:** This clause does not apply to investment loans.

### HL8.1 Consent to lease

If we give you the Loan so you can buy or build a home to live in, you must not lease the home without our prior consent (see clause 11.2).

## HL9. Repayment Redraw Facility (RRF)

**Note:**

- If Item B(ii) states that RRF is 'not applicable' then this clause does not apply.
- This clause does not apply during an interest in advance period.
- Clauses HL9.1, HL9.2, HL9.3 and HL9.5 do not apply during a fixed rate period.

### HL9.1 Responsibility

If we make redraw available to you we take no responsibility how you use the funds, or any effect it may have on your ability to obtain a tax benefit.

### HL9.2 Security interest

We can choose not to make redraw available to you if you have given any other person a Security Interest of any nature in the Security Property.

### HL9.3 When you can redraw

You can redraw only if you satisfy our conditions in clauses 2.1 and 2.2 and you have kept to the terms of the Contract.

#### Minimum redraw amount

You must redraw at least the minimum amount specified under your Loan Type in clause 13. You cannot redraw if the total of the Special Repayments available for redrawing is less than the minimum amount specified under your Loan Type in clause 13.

# On and from 16 March 2019, MISA is no longer available for sale, or able to be activated, for any loan. If a MISA has a nil balance on or after 16 March 2019, it cannot be reactivated.

### Maximum redraw amount when redrawing electronically

(i) You can transfer by internet banking up to \$2,000 per day to a non-linked account (for example, a third-party account or an account at another financial institution). You can transfer to a linked account by telephone or internet banking, up to the maximum amount of the Special Repayments available for redraw.

**Note:** Transfers by internet banking are only available using BSB and account number.

(ii) You can redraw up to the daily withdrawal limit set out in the *Electronic Banking – Terms and Conditions* brochure which we may change at any time.

### Requesting a redraw

You can request a redraw either by completing and signing a withdrawal form or through electronic access to your Loan Account. If there is more than one of you, or if you are a company, the person(s) authorised in the loan authority you gave us in clause 3.7 must sign the withdrawal form; if you have not given us an authority, then all of you must sign the withdrawal form. The person(s) (if any) authorised to have electronic access in the loan authority you gave us in clause 3.7 are the only person(s) who have electronic access to your Loan Account. The terms and conditions governing electronic access to your account (including the use of electronic terminals) and the fees applicable are set out in our *Electronic Banking – Terms and Conditions* brochure.

### HL9.4 How we calculate the amount available for redraw

**Note:** Redraw is not available during a fixed rate period. If you make additional repayments during a fixed rate period, or had available redraw when you entered your fixed rate period, the amount available for redraw at the end of the fixed rate period may be lower. This is because the amount is adjusted so that at the end of your agreed loan term, both your loan balance and the available redraw will be zero.

**Important:** Only repayments made above the minimum required repayment will contribute to the amount available for redraw. This means that payments made towards your next monthly repayment amount, amounts you keep in your offset account and any interest saving due to offset arrangements do not increase the amount of available redraw.

Unless we notify you otherwise, we determine the amount available for redraw by calculating what your loan balance would be each month on the interest due date on the following basis:

- (a) If you made all repayments which you were required to make on time;
- (b) If you made no additional repayments above your minimum required repayment; and
- (c) After taking into account actual interest charges.

The difference between this calculated loan balance and your actual loan balance (and less any amount required to satisfy any arrears on the loan account), is the amount available for redraw.

This means that, if you have built up available redraw, over the term of your loan, in the absence of making further additional repayments, both your loan balance and available redraw will reduce.

We may adjust the amount available for redraw between interest due dates to take into account intra-month events, such as redraws, additional payments, dishonours or adjustments.

You can check the amount available for redraw in NetBank, the CommBank app, by visiting a branch or by calling us.

### HL9.5 How a redraw is debited

We will debit any amount you redraw to your Loan Account.

### HL 9.6 Accessing redraw when your loan balance is \$0 or has a credit balance

In these situations, you can only redraw by visiting a branch or by calling us.

## Section 2: Home Loans (HL)

### HL10. Suspending credit

#### HL10.1 When we can suspend or change redraw

We can suspend or cancel your right to redraw, reduce the amount available for redraw below the amount calculated in accordance with clause HL9.4 or change the way we calculate your redraw at any time if we reasonably believe there is a valid and sufficient reason, which is either in your or our interest to do so, for example, if:

- (a) you are in default under the Contract (see clause 9);
- (b) any guarantor of your obligations terminates any further obligations under their guarantee;
- (c) we reasonably believe that you won't be able to keep to the Contract unless we suspend or cancel your right to redraw;
- (d) we reasonably believe any Security we hold is not sufficient to support your obligations under the Contract;
- (e) you (or either of you) die.

#### HL10.2 When we can suspend credit and close the loan account

We can suspend or cancel your right to redraw, or close your loan account, at any time if we reasonably believe there is a valid and sufficient reason which is either in your or our interest to do so.

For example if:

- (a) we reasonably believe that your account has been or will shortly be fully repaid (including where your loan account has a balance of less than \$1,000 or a credit balance);
- (b) we reasonably believe that the loan account has reached or will reach maturity.

#### HL10.3 Your obligations

If we exercise our rights under this clause, including closing your loan account, suspending or cancelling your redraw or reducing the amount available for redraw or change the way redraw is calculated under this clause, this does not affect your obligations under the Contract and you'll still need to continue making payments until your Loan is paid out in full.

#### HL10.4 Written notice

If we suspend or cancel your redraw or reduce the amount available for redraw or change the way redraw is calculated under clause HL10.1, we will tell you in writing as soon as possible. If we decide to reinstate your right to redraw after suspending it, we will give you written notice.

### HL11. Prepaying fixed interest rate Loans

#### Note:

- This clause does not apply during a guaranteed interest rate period.
- Partial Prepayments are not permitted on Interest in Advance Fixed Rate Investment Home Loans.

#### HL11.1 Partial Prepayment limit

Except during an interest in advance period, you can make additional repayments of up to \$10,000 per fixed term year without incurring an administrative fee or an Early Repayment Adjustment. The fixed term year starts on the date you enter the fixed rate agreement.

#### HL11.2 Permission to make the Prepayment

You can make a partial Prepayment unless we decide not to allow it in accordance with clause HL11.3. If we allow the partial Prepayment the amount is credited to the Loan Account.

### **HL11.3 If we refuse the Prepayment**

If we decide not to allow the partial Prepayment, we return the amount to you within 10 Business Days. We do not pay interest on the returned amount.

### **HL11.4 When we can charge an Administrative Fee and/or an Early Repayment Adjustment**

We can charge you an Administrative Fee on any full or partial Prepayment and if we make a loss as a result of the Prepayment we can make an Early Repayment Adjustment which we debit to your Loan Account.

### **HL11.5 When we can charge an Early Repayment Adjustment**

If we estimate that we've made a loss because you pay off the loan earlier than expected, or you have a Fixed Rate loan and made additional repayments greater than \$10,000 per fixed term year, we can calculate an Early Repayment Adjustment and charge it and an administrative fee. We'll debit these to your loan account.

We calculate the Early Repayment Adjustment as our reasonable estimate of our loss in accordance with our usual formula which takes into account the difference between our:

- Wholesale market swap rate for the fixed interest period on the date the interest rate was fixed; and
- Wholesale market swap rate as at the date of the early repayment for the balance of the fixed interest period.

We also take into account any scheduled principal repayments and the present day value of the Early Repayment Adjustment in our calculation.

At any time, you can ask for a statement showing the calculations we've used. You can also find more information on the Early Repayment Adjustment Fact Sheet at [commbank.com.au/home\\_loans](http://commbank.com.au/home_loans)

### **HL11.6 The Early Repayment Adjustment amount**

After estimating our loss, we decide the amount of the Early Repayment Adjustment you must pay us as compensation. It will be no more than the estimate of our loss, calculated on the basis of the statement.

### **HL11.7 If you apply to increase the amount of credit on a fixed-interest loan**

If and when we agree to your request to increase the amount of credit (Top Up), the fixed interest rate that applies to your Loan will change and we treat your existing fixed-interest loan as if it were repaid.

If we expect to make a loss by increasing your credit, we can debit an Early Repayment Adjustment to the Loan Account. If we are going to do this we will tell you the amount when we advise you of the proposed variation to the Contract. The Early Repayment Adjustment will not change between then and when we increase your credit, despite any changes in fixed interest rates or payments you may make. HL11.5 explains how we calculate the Early Repayment Adjustment.

### **HL11.8 Payment**

You must pay us any Administrative Fee and/or any Early Repayment Adjustment.

## **HL12. Prepaying a variable or guaranteed interest rate loan**

### **HL12.1 When you can prepay**

You can prepay the Loan Account in full or make a partial Prepayment on the Loan Account at any time.

### **HL12.2 If you prepay in full**

If your Schedule shows a fee may be charged and you prepay the Loan Account in full, we may make an Early Repayment Adjustment to the Loan Account and charge you the Administrative Fee.

## Section 2: Home Loans (HL)

### HL12.3 The Early Repayment Adjustment amount

After estimating our loss, we decide how much of the Early Repayment Adjustment you must pay us as compensation. It will be no more than the estimate of our loss, calculated on the basis of the statement.

### HL12.4 Payment

You must pay us any Administrative Fee and/or Early Repayment Adjustment.

## HL13. Statement of account

We will send you a statement of the Loan Account every six months. We may also send you a statement to confirm any changes you request.

## HL14. Commitment period

### HL14.1 Terminating the Contract within the Initial Commitment Period

If you don't take the Loan within the Initial Commitment Period, we can terminate the Contract and keep any fees and charges you have paid us under the Contract equal to any expenses we have incurred with third parties and our reasonable average costs of determining your loan application and in connection with the Contract.

### HL14.2 After the Initial Commitment Period

Within three months of the end of the Initial Commitment Period, you can take the Loan either at the variable interest rate set in accordance with clause HL2.1, or at a fixed or guaranteed interest rate.

You can only request a fixed or guaranteed interest rate if you ask us to 'rate lock' the Loan and if you take the Loan during the period we agreed under clause HL1.2.

### HL14.3 Termination after the Initial Commitment Period

If you don't take the Loan within three months after the end of the Initial Commitment Period, we can terminate the Contract without notice to you and keep any fees and charges you have paid us under the Contract equal to any expenses we have incurred with third parties and our reasonable average costs of determining your loan application and in connection with the Contract.

## HL15. Features of your loan

### HL15.1 Top Up

You may be eligible to borrow more money through your loan without having to complete another full application. If you would like to increase the amount of your loan visit your branch or call **13 2224**. You can also visit our website at [commbank.com.au](http://commbank.com.au)

### HL15.2 Repayment Holiday

**Note:** This is not available during an interest in advance period or if you have any other mortgages to another financial institution ranking behind us.

You can ask to suspend your repayments if you are not in default and sign any new documents we require. During this 'Repayment Holiday', your loan balance will increase by the amount of interest plus any fees and charges charged to the Loan Account.

If you have made more than the regular repayments we require you to make on the Loan Account; and you are eligible for the 'Repayment Redraw Facility' (RRF) set out in clause HL9, then you can stop making regular repayments during the repayment holiday period for as long as the Special Repayments available in the Loan Account cover both:



- the required monthly repayments; plus
- one additional month's repayment.

During the 'Repayment Holiday', we will deduct your monthly repayment from the Special Repayments in your RRF. If there are not enough Special Repayments to cover the 'Repayment Holiday' but we agree to your request anyway, we can charge interest on unpaid interest (see clause 8).

This clause should be read in conjunction with HL9.4, as over the term of your loan both your loan balance and the amount available for redraw will reduce.

### **HL15.3 Home Loan Compassionate Care**

#### **Note:**

- Home Loan Compassionate Care described in this clause is complimentary protection and applies for new and existing Owner Occupied home loans (with a few exceptions as listed below).
- This protection is effective for Claim Events that occur on or after 24 February 2020.
- Home Loan Compassionate Care is excluded for all Investment home loans and select Owner Occupied home loan products including Viridian Line of Credit, Equity Unlock for Seniors, Commonwealth Portfolio loans and Staff Housing loans (legacy).
- Other conditions and exclusions apply (see the Information Booklet referred to below for full details).

Home Loan Compassionate Care is complimentary protection available to eligible Owner Occupied home loan customers. Key terms and eligibility of this protection are set out in the Information Booklet referred to below.

If you, your Spouse or your Dependant are medically certified with Terminal Illness as defined in the Information Booklet or pass away, Home Loan Compassionate Care may be able to pay your required monthly repayment for a period of time (as set out in the Information Booklet). This protection comes at no extra cost to you.

Home Loan Compassionate Care can provide some benefits to you for a limited period of time. It should not be considered as comprehensive mortgage or life insurance.

To understand who is eligible for the benefits; when and how they will be paid; limits, conditions and exclusions that apply; and key definitions such as 'spouse', 'dependant', 'claim event' and 'terminal illness', you should carefully read the Home Loan Compassionate Care Information Booklet which can be found on our website [commbank.com.au/compassionatecare](http://commbank.com.au/compassionatecare).

Home Loan Compassionate Care is underpinned by a group policy held by us with the Insurer, The Colonial Mutual Life Assurance Society Limited (**the Insurer**), ABN 12 004 021 809, AFSL 235035. While we hold the group policy for your benefit, we are not the insurer under Home Loan Compassionate Care. We and our related corporations do not guarantee, and are not liable to pay, any of the benefits under Home Loan Compassionate Care (except to the extent we receive a lump sum benefit from the Insurer and pay that benefit over time to your home loan account as described in the Information Booklet).

You do not have any legal rights under the group policy issued by the Insurer (whether as a beneficiary or otherwise) and the policy may be amended or terminated without your consent, either by us or the Insurer or both. If this happens, your Home Loan Compassionate Care protection may also be amended or terminated.

Any claim you make for benefits under Home Loan Compassionate Care will be assessed by the Insurer. If the Insurer accepts your claim, the Insurer will pay us, as the owner of the group policy, a benefit amount calculated as at the date of the event. We then use that amount to pay, monthly into your home loan account, an amount equal to your required monthly repayment. We do this until the entire benefit is exhausted as described in the Information Booklet.

While the benefit amount is being paid, we will hold it in a separate, non-interest bearing account, together with any benefit amounts being held for other Owner Occupied home loan customers.

## Section 2: Equity Unlock Loan for Seniors (C)

When we advise you your claim has been accepted, we will give you the option to continue or cancel your direct debit arrangements. If you elect to continue your direct debits (or you take no action):

- The payments you make will be treated as Additional Repayments; and
- We will continue to debit your Related Account (as if we weren't making any payments).

Information in this clause is general in nature. It doesn't consider your individual objectives, financial situation or needs. Before basing any decisions on this information please:

- Consider its appropriateness to your circumstances
- Consider obtaining professional advice specific to your needs, including financial, taxation and legal advice.

### HL16. Processing transactions

Transactions made on a non-Business Day, or after our normal processing times on a Business Day, may be credited or debited on the next Business Day.

**Note:** Product unavailable for new fundings or limit increases on and from 1 January 2019.

## C1. Available credit

### What is my credit limit?

**C1.1** The limit of your credit is stated at Item B on your Contract Schedule. The amount of available credit is the limit less credit fees and charges we debit to your Loan Account. Over a period of time the amount of available credit will reduce as you obtain credit and as we debit interest and fees to your Loan Account.

### Conditions apply before we provide credit

**C1.2** We will provide credit on your Loan Account if:

- (a) the total amount of credit you request and the debit balance on the Loan Account is not more than the credit limit stated at Item B;
- (b) you meet our conditions in clauses 2.1 and 2.2; and
- (c) you have kept to the terms of the Contract.

### How do I obtain credit?

**C1.3** If you ask for a cheque book we will provide you with one so that you can transact on your Loan Account. You may also ask to have electronic access to your account using a Debit MasterCard, Keycard or credit card linked to your Loan Account or through NetBank.

See *Electronic Banking – Terms and Conditions* brochure, for information and terms governing access to your account and the use of electronic terminals.

**C1.4** You may ask for credit:

- (a) by presenting a cheque drawn on your Loan Account; or
- (b) by completing and signing a withdrawal form at any of our branches; or
- (c) by electronic access to your Loan Account.

**Using a withdrawal form** – if there are more than one of you the form must be signed by the authorised person(s). If no such authority is given, then each person must sign the withdrawal form. See clause 3.7.

**Electronic access** – only the authorised person(s) may access your Loan Account. See *Electronic Banking – Terms and Conditions* brochure.

### Exceeding your credit limit

**C1.5** Although we are not obliged to, we may provide you with credit (other than interest and fees and charges debited to the Loan Account) in excess of the credit limit stated at Item B of the Schedule. If we do so, then:

- (a) we will debit your Loan Account with the additional credit and the applicable interest;
- (b) we will charge interest on that credit at the rate and margin applying to the Loan stated at Items C(i) and C(ii);
- (c) you must repay that additional credit and any interest charged on it within 30 days of the credit being provided; and
- (d) despite clauses 7.1 and 11.3 we apply any payments you make to the Loan Account first to repay that additional credit and any interest charged on that credit.

### Representations and warranties

**C1.6** Each time you ask for credit we will ask you to make the following representations and warranties to us:

- (a) **Not bankrupt:** You are not an undischarged bankrupt.
- (b) **Not assigning your estate or entering into any arrangement or composition for the benefit of your creditors:** You have not assigned your estate or entered into any arrangement or composition for the benefit of your creditors.

## C2. Interest

We set the interest rate for the Loan by adding a margin to or subtracting a margin from a reference interest rate. If the result is less than zero, then the interest rate will be deemed to be zero. The reference interest rate and margin applying to the Loan are stated at Items C(i) and C(ii) on your Contract Schedule.

If you exceed your limit due to interest, fees and charges capitalising (adding) to the Loan, the rate stated at items C(i) and C(ii) will still apply.

## C3. Making repayments

**C3.1** You may repay all or part of the debit balance of the Loan Account at any time. However, you may not be able to draw on the amount you repaid, except as provided in clause C1.2 above.

### When we may require you to repay the Loan

**C3.2** We may only require you to repay the Loan if you:

- (a) sell your Security Property; or
- (b) no longer reside at the Security Property (or if there are two of you, neither of you reside at the Security Property) for a continuous period of 12 months after it ceases to be your principal place of residence unless we give our consent under clause C8.3; or
- (c) are in default under the mortgage referred to at Item K; or
- (d) are in default under the Contract (see clause C8.4 below), but until that time we cannot require you to make repayments.

If we are entitled to require you to repay the Loan then you must repay the debit balance on the Loan Account when we demand it. We will give you a reasonable time to repay the Loan which may include a period of notice which we must give you to comply with the National Credit Code and any laws relating to enforcement of our rights under the mortgage you gave us.

If you sell your Security Property to repay the Loan, we may refuse to agree to the sale of your Security Property if the sale proceeds are insufficient to repay the Loan and the sale was not conducted in good faith or on fair and reasonable terms.

Subject to clause C9 and after any adjustment for any reduction in value due to you, or a person who occupied the property with your consent, deliberately damaging the Security Property, we cannot require you to repay more than:

## Section 2: Equity Unlock Loan for Seniors (C)

- (a) the market value of the Security Property as determined by an accredited valuer within 3 months before we receive payment from you to discharge the Loan after any adjustment for any reduction in value due to you, or a person who occupied the property with your consent, deliberately damaging the Security Property; or
- (b) if you sell the Security Property, the sale price provided the sale was conducted in good faith and on fair and reasonable terms or if the sale price was reduced due to you, or a person who occupied the property with your consent, deliberately damaging the Security Property, the market value of the Security Property at the time of sale as determined by an accredited valuer.

### **C4. Cancelling or reducing the credit limit**

**C4.1** You may cancel the credit limit on your Loan Account at any time.

**C4.2** We may cancel or reduce the credit limit on your Loan Account at any time if:

- (a) we are not reasonably satisfied with the value of the Security Property;
- (b) you fail to adequately maintain or insure the Security Property;
- (c) we are entitled to require you to repay the Loan under clause C3.2; or
- (d) we reasonably believe there is another sufficient reason to do so.

Each of the reasons in paragraphs (a) to (d) is a separate right and this clause is to be read as if such reason was a separately expressed right.

However, we will not be entitled to:

- reduce the credit limit below the then debit balance of the Loan Account; or
- require you to reduce the debit balance or repay the loan except under clause C3.2 or clause C9.

**C4.3** If your credit limit is reduced or cancelled then you must still meet all of your obligations under the Contract for credit made available on your Loan Account before the date on which you or we reduce or cancel the credit limit.

**C4.4** If we reduce or cancel your credit limit we will write to you as soon as possible. No further credit is available on the Loan Account after we cancel your credit limit.

**C4.5** Without limiting any of our other rights under this Contract, if you are in default under any other credit contract you have entered into with us, we may at any time, and at our discretion, reduce the credit limit on your Loan Account up to the then debit balance of the Loan Account.

### **C5. Credit balances**

You may conduct your Loan Account with a credit balance.

Please refer to 'Transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors' (T), for the terms and conditions that apply if you conduct your Loan Account with a credit balance.

### **C6. Statement of account**

We send you a statement of the Loan Account at least every three months.

### **C7. Commitment period**

Your Contract contains an Initial Commitment Period.

**C7.1** You must meet all of the terms and conditions stated at clauses 2 and 3 within three months of the Disclosure Date as stated at Item A. If you don't our obligation to provide the Loan no longer applies.

**C7.2** If a commitment fee is stated at Item F and you pay that fee before our obligation to provide the Loan lapses, we will keep the Loan available for a further three months. If you do not meet the conditions stated at clauses 2 and 3 within that further time, our obligation to provide the Loan ceases.

**C7.3** If our obligation to provide the Loan no longer applies under either clauses C7.1 or C7.2 above, we may terminate the Contract without giving you notice. We may also retain any fees and charges you have paid us under the Contract equal to any expenses we have incurred with third parties and our reasonable average costs of determining your Loan application and in connection with the Contract.

## **C8. Other provisions**

### **Can I switch between Loan Types?**

**C8.1** You may not switch between Loan Types. Clause 10.6(a) and 13 will not apply.

### **Your obligation to insure the Security Property**

**C8.2** Under the terms of the Mortgage referred to in Item K of your Contract Schedule granted by you, you are responsible to adequately insure and maintain the Security Property. If you fail to do so we may, (although we are not obliged to), insure the Security Property through Commlnsure or any other insurer we choose. We will debit the costs of any insurance premium to the Loan Account. Commonwealth Insurance Limited (Commlnsure) is a wholly owned, but non-guaranteed, subsidiary of the Commonwealth Bank of Australia. Where we act as agent for Commlnsure we receive commission from Commlnsure.

In addition, before undertaking any structural alterations to the Security Property you must obtain our prior consent. We undertake not to unreasonably withhold our consent but we may impose reasonable conditions to our consent.

From time to time, if we reasonably consider it necessary, we may inspect or revalue the Security Property. We must give you reasonable notice before we carry out an inspection or revaluation.

### **Residence in the property**

**C8.3** Any other person (besides yourself or both of you) has no right against us to occupy the Security Property. If we are entitled to take enforcement action to take possession of the Security Property, we may require any other person to vacate the Security Property.

### **When are you in default?**

**C8.4** You are in default under the Contract if:

- (a) **False information:** At any time, you give us incorrect or misleading information in connection with the Contract and that information is material to our decision whether to provide you credit or to continue to provide you credit;
- (b) **Wilful damage:** You wilfully damage the Security Property;
- (c) **Title to the Security Property is unsatisfactory:** We are not reasonably satisfied with the title to the Security Property or the Security over it. For example: we are unable to register the mortgage as a first ranking mortgage, or there has been an unreasonable delay in you becoming the registered proprietor of the Security Property, or a claim is made by a third party to an interest in the Security Property;
- (d) **Failure to insure:** You fail to adequately insure the Security Property for the full replacement value;
- (e) **Power of sale:** A power of sale arises under the Security or under any other Security Interest over, or which attaches to, the Security Property. For example: you have given another party a second mortgage over your home, are in default under that mortgage and have not complied with a statutory notice served by that party to rectify the default so that the other party has the right as mortgagee to sell your property;
- (f) **Insolvency:** You or a Security Provider become insolvent or steps are taken to make you or the Security Provider so;
- (g) **Enforcement action:** Any creditor of yours commences any proceedings against you or in relation to the Security Property.

## Section 2: Viridian Line of Credit

**C8.5** Usually, we will write to inform you of the default and ask you to fix the default – if the default can be fixed – within a certain time. We will not give you notice in some circumstances, for example if a court excuses us from giving you notice or we are unable to locate you after making reasonable attempts to do so.

**C8.6** You must pay us any expenses we reasonably incur in enforcing our rights under the Contract or a Security. These expenses are debited to the Loan Account.

**C8.7** Clause 9 does not apply to the Contract.

### **C9. No negative equity guarantee**

#### **Our rights are limited**

Subject to clause C3.2, our rights are limited to your interest in the Security Property. Your liability (if any) beyond your interest in the Security is limited to the loss to us caused by your actions in the event:

- (a) you provided a warranty or representation referred to in clause C1.6 that was deliberately incorrect or misleading; or
- (b) you engaged in fraud or deliberately gave us incorrect or misleading information in connection with the Contract before or after you signed the Contract. Examples: you told us that you were older than you are; you failed to tell us someone else had an interest in your home under a trust; or
- (c) you, or a person who occupied the property with your consent, deliberately damaged the Security Property. Examples: you demolished your garage to reduce the value of your property; or you deliberately burned down part, or all of your house.

The above examples are intended as a guide only and are not an exhaustive list of the matters referred to in clause C9(b).

### **O1/LOC1. How we make credit available to you**

**O1.1/LOC1.1** If you ask for a cheque book we will provide you with one so that you can transact on your Loan Account.

**O1.2/LOC1.2** You may transact on your Loan Account only if:

- (a) the combined total of credit you request and the amount you owe on the Loan Account is not more than the credit limit stated at Item B;
- (b) you meet all conditions. See clause 2.
- (c) you abide by the terms of your Contract; and
- (d) you ask for credit:
  - (i) by drawing and presenting a cheque issued on your Loan Account; or
  - (ii) by completing and signing a withdrawal form at any of our branches; or
  - (iii) by electronic access to your Loan Account.

**Using a withdrawal form** – if there are more than one of you or if you are a company, the form must be signed by the authorised person(s). If no such authority is given, then all of you must personally sign the withdrawal form. See clause 3.

**Electronic access** – only the authorised person(s) may access your Loan Account. See *Electronic Banking – Terms and Conditions* brochure for information and terms governing access to your account and the use of electronic terminals.

#### **Exceeding your credit limit**

**O1.3/LOC1.3** Although we are not obliged to, we may allow you to exceed the credit limit stated at Item B. If we do so, then:

- (a) we will debit your Loan Account with the additional credit and the applicable interest;
- (b) we will charge interest on that credit at the rate stated at Item C on your Contract Schedule, not the rate referred to in clause O2.1/LOC2.1 below;
- (c) you must repay that additional credit and any interest charged on it within 30 days of the credit being provided; and
- (d) despite clauses 7.1 and 11.3, we apply any payments you make to the Loan Account first to repay that additional credit and any interest charged on that credit.

## **02/LOC2. Interest**

We set the interest rate for the Loan by adding a margin to or subtracting a margin from a reference interest rate. If the result is less than zero, then the interest rate will be deemed to be zero. See Items C(i) and C(ii) on your Contract Schedule for the applicable reference interest rate and margin.

## **03/LOC3. Repayments**

**03.1/LOC3.1** Unless we agree otherwise, each calendar month you must deposit to your account amounts equal to or greater than the total of any interest, fees and charges debited to your Loan Account during the previous calendar month, or otherwise when we demand it.

**03.2/LOC3.2** You must repay the debit balance on the Loan Account when we demand it.

**03.3/LOC3.3** If we reduce the credit limit on your Loan Account you must reduce the debit balance on the Loan Account to an amount equal to or less than the reduced credit limit.

**03.4/LOC3.4** You may also repay all or part of the debit balance of the Loan Account at any time.

## **04/LOC4. Cancelling or reducing the credit limit**

**04.1/LOC4.1** We may reduce or cancel the credit limit on your Loan Account at any time.

**04.2/LOC4.2** You may cancel the credit limit on your Loan Account at any time.

**04.3/LOC4.3** If your credit limit is reduced or cancelled then you must still meet all of your obligations under the Contract for credit made available on your Loan Account before the date on which you or we reduce or cancel the credit limit.

**04.4/LOC4.4** If we reduce or cancel your credit limit we will write to you as soon as possible. No further credit is available on the Loan after we cancel your credit limit.

**04.5/LOC4.5** Without limiting any of our other rights under this Contract, if you are in default under any other credit contract you have entered into with us, we may at any time, and at our discretion, reduce the credit limit on your Loan Account up to the then debit balance of the Loan Account.

### **If you do not pay our fees, charges and interest**

**04.6/LOC4.6** If the monthly interest, fees and charges debited to your Loan Account have not been paid within one calendar month, in addition to cancelling the credit limit we may require you to repay the Loan Account by monthly instalments of principal and interest. If so, then we will issue you with a new Loan Type, Loan Account number and reference interest rate. You should not take this to mean that the Loan has been repaid or refinanced.

The first instalment of principal and interest is due one month after the date we write to you advising you of your repayments. At any time, acting reasonably we may change the monthly repayments or the way we calculate them. We will write to you about these changes at least 30 days before they take effect (except if they reduce your obligations, in which case we'll notify you of the changes before or when we send you your next statement of account). Our rights under this clause are in addition to those under clause 03.2/LOC3.2.

## **05/LOC5. Credit balances**

You may conduct your Loan Account with a credit balance. Please refer to 'Transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors' (T), for the terms and conditions that apply if you conduct your Loan Account with a credit balance.

If your Loan Account has a credit balance when your credit limit is cancelled, the account will be converted to a Smart Access account and be subject to our usual terms and conditions and fees applying to that type of account, unless you ask us in writing to close the account in which case we will pay the credit balance to you (including by crediting that balance to another account in your name).

## Section 2: Viridian Line of Credit

### 06/LOC6. Statement of account

We will send you a statement of the Loan Account at least every three months.

### 07/LOC7. Commitment period

Your Contract contains an Initial Commitment Period of three months from the Disclosure Date stated at Item A.

**07.1/LOC7.1** You must meet all of the terms and conditions stated at clauses 2 and 3 within three months of the Disclosure Date stated at Item A of the Schedule. If you don't we may terminate your Contract and retain any fees and charges you have paid us under the Contract equal to any expenses we have incurred with third parties and our reasonable average costs of determining your Loan application and in connection with the Contract.

**07.2/LOC7.2** Provided we have not already terminated the Contract under clause 07.1/LOC7.1, you may request to draw the Loan within a further three months after the expiry of the Initial Commitment Period.

**07.3/LOC7.3** If you make a request under clause 07.2/LOC7.2 and you still do not meet the conditions stated at clauses 2 and 3 within the further three months after expiry of the Initial Commitment Period, we may terminate the Contract without notice to you and retain any fees and charges you have paid us under the Contract equal to any expenses we have incurred with third parties and our reasonable average costs of determining your loan application and in connection with the Contract.

### 08/LOC8. Suspending credit

We may suspend your ability to transact on your Loan Account at any time if we reasonably believe there is a valid and sufficient reason, which is either in your or our interest, to do so, for example, if:

- (a) you are in default under the Contract (see clause 9);
- (b) any guarantor of your obligations terminates any further obligations under their guarantee;
- (c) we reasonably believe that you won't be able to keep to the Contract unless we suspend your ability to transact on your Loan Account;
- (d) we reasonably believe any Security we hold is not sufficient to support your obligations under the Contract;
- (e) you (or either of you) die.

## Section 2: Transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors (T)

**Note:** Equity Unlock Loan for Seniors unavailable for new fundings and limit increases on and from 1 January 2019.

### About these terms and conditions

The terms and conditions in this section govern transactions on your Viridian Line of Credit or the Equity Unlock Loan for Seniors account. These terms and conditions become binding from the time you open an account. There are also terms and conditions that may apply by operation of law.

Viridian Line of Credit is also governed by the conditions set out in our booklet, *CommBank Transaction, Savings and Investment Accounts Terms and Conditions*.

If you have a Home Equity Facility previously with State Bank of New South Wales Limited/Trust Bank then any reference to Viridian Line of Credit is also a reference to Home Equity Facility.



## Section 2: Transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors (T)

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### Banking Code of Practice

The relevant provisions of the *Banking Code of Practice* apply to a Viridian Line of Credit or an Equity Unlock Loan for Seniors account if it is held by an individual, either alone or jointly with another individual.

#### T1. Opening an account

You can open an account either in your name alone or jointly with someone else. The account must be for your private or domestic use only. We may also allow you to open an account for use when you act as a trustee of a private trust.

#### T2. Operating joint accounts

If you open an account jointly with another person(s), it may be operated in different ways to suit your requirements.

Unless otherwise agreed with us when the account is opened:

- each of you may operate the account independently of each other;
- we may accept for the credit of the account any cheque or negotiable instrument payable to any one or more of you; and
- if one of you dies and the account is in credit, ownership of the account passes to the survivor(s) who can continue to operate on it, unless there was prior to death, an agreement with us which is to the contrary. If the account is in debit (you owe us money under the Loan) operation on the account ceases once we are aware of the death of either of you. You can ask to continue to operate the account of an Equity Unlock Loan for Seniors if you are residing in the Security Property which passed to you as the surviving joint tenant.

We are not obliged to enquire into the circumstances of any instructions you give in relation to the operation of your joint account, and we are not liable for any loss or damage you or anyone else suffers due to us acting on those instructions in good faith, unless it is proved we were negligent.

#### T3. Trust accounts

When you lodge a deposit in your name(s), you verify that the funds deposited are not subject to a trust of any kind nor lodged in a trustee capacity or, if you enter into the Loan as a trustee of a trust the funds deposited are subject to that trust.

#### T4. Tax on credit funds

You are not required to provide us with your tax file number (TFN). However, if the account is in credit, we are obliged by law to deduct tax from interest where a TFN or TFN exemption has not been quoted, and where interest is credited to an account of a non-resident.

#### T5. When we can close an account

We are entitled to close an account in credit on reasonable notice, or without notice if the account has a nil balance and has not been operated for a period of three months or more.

We may charge you an amount that we consider to be a reasonable estimate of the administration costs of closure.

If the account is in credit and you have not made a deposit or withdrawal on the account for seven (7) years, we will close the account without giving you notice unless, within that period you, a signatory or your agent, have notified us that you wish us to treat the account as active. In this case we will transfer any credit balance to an unclaimed monies fund (balances over a prescribed amount go to the Commonwealth Government's unclaimed moneys fund where they may earn interest; balances below the prescribed amount will not earn interest). You may apply for the transferred balance to be returned to you at any time.

#### T6. Cheques

You may apply for a cheque book. If you choose to do so, you must only use the cheques given by us. We may at any time ask for the cheque facility back if we find any improper conduct on the account. Any cheque form drawn on or deposited to your account, or bank cheque form or other document deposited to your account or delivered to us in connection with a transaction on your account, becomes our property when we have presented the cheque for payment (even if it is dishonoured) or when the transaction is otherwise complete but you retain all rights against the drawer and any endorser of any dishonoured cheque or bank cheque.

## Section 2: Transacting on your Viridian Line of Credit and Equity Unlock Loan for Seniors (T)

### T7. Combining an account

You agree that we may combine or offset the credit balance of this account with any other on demand account you have or may have in the future with us (except any account which has a facility which is regulated by the National Credit Code, in which case our rights are restricted to exercising the banker's right to combine accounts as permitted by the Code).

If we elect to combine your accounts we will observe any applicable requirements of the Code of Operation for Centrelink Direct Credit Payments.

### T8. Making deposits

You may make deposits of any amount:

- at any branch of the Bank;
- through most of the Bank's Automatic Teller Machines (no coins);
- at selected offices of Australia Post;
- at certain other authorised agencies of the Bank;
- via the Bank's automated service. To access the automated service you will need a password. Call **13 2221** and ask one of our telephone staff to set you up with a password of your choice;
- via NetBank Internet Banking at **commbank.com.au**. To access NetBank, you will need a client number and password. To obtain these call **13 2221**.

You may arrange to have your salary, allowance or any other regular payment made direct to your account by direct credit or periodical payment.

### T9. Electronic banking

You may transact on your account using a range of banking services that utilise electronic equipment. Electronic banking which provides electronic access to your account, including deposits to and withdrawals from the account, is governed by the conditions set out in our booklet, *Electronic Banking – Terms and Conditions*, and by the terms and conditions of the accounts, products and/or services being used. Electronic access is subject to you authorising electronic access when completing the Bank's standard form of application or account operating authority.

#### Transferring money

You may transfer funds through our telephone banking service and Internet banking service. Daily transfer limits apply to withdrawals using these services. See *Electronic Banking – Terms and Conditions* brochure. Merchants, BPAY<sup>®</sup> billers and other financial institutions may impose additional restrictions.

(<sup>®</sup>Registered to BPAY Pty Ltd ABN 69 079 137 518).

For security reasons we may place a hold on funds transferred through NetBank and/or payments using our mobile phone application to or from your account. The hold may apply:

- If the transfer takes place before 7:30pm (Sydney/Melbourne time), until the next business day;
- If the transfer takes place after 7:30pm (Sydney/Melbourne time), until the second following business day; or
- For as long as we reasonably need to investigate the transaction.

### T10. Making withdrawals and payments

You may make withdrawals at any branch of the Bank. If you have electronic access to your account, you may withdraw up to the daily withdrawal limit set out in the *Electronic Banking – Terms and Conditions* which we may change at any time.

#### Direct debit and periodical payments

You may arrange to have regular payment of bills and loan repayments made direct from your account by direct debit or periodical payment.

You may cancel or alter a direct debit authority or periodical payment authority at any time by giving us notice. We will accept and promptly process your request. We suggest you also contact the debit user in the case of a direct debit authority. If your payment arrangements fail to comply with the terms of the account authority, then we may stop a direct debit or periodical payment authority, or cancel it outright.

If you discover that unauthorised or irregular transactions have been made – and you notify us – we will accept and promptly process your complaint. In case of a direct debit transaction we suggest that you contact the debit user.

### Clearance

Proceeds of cheques and other payment instruments, or funds transferred by direct debit to your account, are subject to clearance. If the Bank allows you to access these before they are cleared, you must repay the money if the cheque, payment instrument or direct debit is dishonoured.

### Processing Transactions

Transactions made after our normal processing times on any day may be credited or debited the next day.

### T11. Agency opening hours

We do not regulate the hours in which Australia Post offices and authorised agencies conduct banking business. You should check their banking business hours with the Australia Post office or authorised agency.

### T12. Fees and charges payable

Access Fee	Charged for each withdrawal made through the automatic teller machines of ASB Bank in New Zealand, Commonwealth Bank in Indonesia and Commonwealth Bank in Vietnam. The fee is charged to your account at the time of the withdrawal.
Fee on transactions made overseas	Charged for each withdrawal made overseas through MasterCard, Maestro, Cirrus and Visa Plus networks of electronic terminals. The fee is charged to your account at the time of the withdrawal.

You must pay any fees we charge for services related or ancillary to the operation of your account. We will debit your account with these fees. To receive a copy of the schedule of charges telephone us on **13 2221** or call into a Bank branch.

### T13. What interest can I earn?

We pay interest on positive balances at the transacting account (*Smart Access, Complete Access, Streamline account*) rate.

Interest rates are tiered according to the account balance. We may vary the rates of interest or the tiers at any time.

To receive details of the current interest rates call **13 2221**.

### T14. Additional Obligation

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (e.g. laws that address taxation). So that we may comply with our obligations under these laws or regulations, we may:

- require you to provide information about you or your product;
- disclose any information we are required to concerning you (including sending your information overseas);
- withhold an amount from a payment to you if required to do so, and if we do, we will not reimburse you for the amount withheld; and/or
- take such other action as is reasonably required, including, for example, closing your account.

## Section 3: General Terms and Conditions that apply to Packages no longer for sale.

Note: This section only applies to Packages applied for before 3 April 2017 (and doesn't apply if you've been notified that your Package has been set up on, or transferred to, the Bank's package platform).

Packages that are not on the Bank's package platform are no longer for sale. If you have a Package applied on or after 3 April 2017 or you have been notified that your Package has been set up or transferred to the Bank's package platform then refer to the Package Terms and Conditions available at [commbank.com.au/wealthpackage](http://commbank.com.au/wealthpackage).

For other packages, see the Package Terms and Conditions, available on our website. Should you have any questions about which terms and conditions apply to your package, please visit any branch or call **13 2224**.

<b>About these terms and conditions</b>	General terms and conditions in this section that apply to Wealth Package and Mortgage Advantage.	Page 66
<b>P1. How to qualify for Wealth Package or Mortgage Advantage</b>	We tell you who is eligible to apply.	Page 66
<b>P2. Understanding how the benefits work</b>	We provide an overview of how the benefits work.	Page 66
<b>P3. Annual package fee</b>	We tell you about the annual package fee and how you must pay us the fee.	Page 67
<b>P4. Changes to your Package Agreement</b>	We may make changes to your Package Agreement.	Page 67
<b>P5. How will the Bank notify me of changes to the Package?</b>	We must tell you about any changes we make.	Page 68
<b>P6. Government fees</b>	Some government fees apply.	Page 68
<b>P7. Cancelling this Package Agreement</b>	You or the Bank may end the Package Agreement.	Page 68
<b>P8. Direct debit request service agreement</b>	Paying the annual fee through direct debit.	Page 69
<b>P9. Sending notices</b>	How and when we send you notices.	Page 70

## Wealth Package and Mortgage Advantage

Wealth Package and Mortgage Advantage are similar offerings of concessions and benefits we offer to our customers with an eligible home loan/investment home loan/iridian line of credit. Wealth Package is available to customers who applied directly to us and Mortgage Advantage is available to customers who applied directly through their broker.

These offerings are **no longer available for sale** under these terms and conditions. You can refer to our Package Terms and Conditions available at [commbank.com.au/wealthpackage](http://commbank.com.au/wealthpackage) for eligibility to establish a new package on our package platform.

## About these terms and conditions

The terms and conditions in this section govern Wealth Package and Mortgage Advantage packages applied for before 3 April 2017 (and don't apply if you've been notified that your package has been set up on, or transferred to, the Bank's package platform). They and the Package Application Form comprise the Package Agreement and apply for the life of that agreement. The Package Agreement is subject to the Bank's Usual Terms and Conditions and normal credit criteria and assessment.

If the Package Agreement you have with us is in respect of Wealth Package, in these terms and conditions we refer to Wealth Package as the "Package".

If the Package Agreement you have with us is in respect of Mortgage Advantage, in these terms and conditions we refer to Mortgage Advantage as the "Package".

### P1. How to qualify for Wealth Package or Mortgage Advantage

Who is eligible to apply for Wealth Package or Mortgage Advantage?	A package can be established under one individual's name or corporate entity. The Package cannot be established in joint names, or in the name of a business or family investment trust. Trust loans can however be linked to an existing trustee package (personal or company) where the trustee is an applicant (i.e. borrower) on the loan. For example, a loan held in the name of "John Smith ITF The Smith Family Trust" can be linked to an existing Package in the name of John Smith.
What is the initial minimum total home lending balance required?	To qualify for the Package you must have a total home lending balance equal to or greater than the minimum amount specified in the most current benefits Fact Sheet for Wealth Package or Mortgage Advantage, as applicable.
What is the requirement to maintain ongoing eligibility of a package?	To maintain ongoing eligibility for the Package and the benefits it offers, you must have a current home loan or line of credit facility. If at any point you do not have a current home loan or line of credit facility then the Bank is not obliged to provide you with any of the Package benefits, and may cancel the Package Agreement at any time in accordance with P7. Cancelling this Package Agreement.

### P2. Understanding how the benefits work

What benefits are available under Wealth Package or Mortgage Advantage?	As a Package holder you are entitled to the benefits set out in the most current Package benefits <i>Fact Sheet</i> .  Discounts off variable rate loans and lines of credit are based on the total home lending balance that you have with the Bank.
What is total home lending balance?	Total home lending balance is the sum of the account balance of home lending accounts and the credit limit of the line of credit accounts that you have with the Bank. Any extra repayment that you make on your home loan will reduce your total home lending balance.
What accounts can Package benefits be applied to?	Package benefits only apply to accounts and products where you are the sole account or product holder, or a joint account or product holder. Loans in which you are a guarantor are not eligible for Package benefits.

## Section 3: General Terms and Conditions that apply to Packages no longer for sale.

Are corporate entities able to enjoy all the benefits of the Package?	There are certain Package benefits that apply to products that can only be opened in a personal name. A corporate entity will not be able to take up these products and hence will not have access to the associated Package benefits.
When do the benefits start?	You will start receiving benefits on the day the Bank processes your Package application.
When do the benefits cease?	Package benefits are only available while you have a Package Agreement and have paid the annual Package fee, and only for so long as you maintain the eligibility criteria set out in P1. Please note the Bank may make changes to your Package Agreement in the manner set out in P4. Changes to your Package Agreement or may cancel the Package Agreement in the manner set out in P7. Cancelling the Package Agreement.
How do I obtain the benefits?	You must apply for the benefits using the Package Application Form.
Can I combine the benefits with other discounts and/or special offers?	No, unless the Bank has specifically agreed in writing with you that it will apply a benefit different to that offered by the Package Agreement.
Benefits for clients of the relevant Package as at 7 July 2008 (including Wealth Package Option 1 or 2).	Your current home loan benefits will remain in force until the Package Agreement is terminated or the loan/account is repaid (whichever comes first). Benefits as set out in the most current <i>Fact Sheet</i> for the relevant Package will only be available on new products taken out after 7 July 2008.

### P3. Annual package fee

What fee applies?	A non-refundable annual package fee (as set out in the package application or advised to you) is payable in advance.
How do I pay the annual package fee?	You must nominate a Commonwealth Bank credit card or a Commonwealth Bank transaction account in your own name, or in a director's name if you are a corporate entity, for the annual package fee to be charged to. If the package holder is a corporate entity, a business cheque account can be nominated.  If you pay by Commonwealth Bank credit card, your credit card must be activated before package concessions can be applied.
When do I pay the fee?	For new applications we will debit your nominated credit card or transaction account with the annual package fee on the day we receive your application. We will debit your nominated account on each anniversary of that date. If you change your nominated account please let us know immediately. Visit any branch of the Bank or call us on <b>13 2221</b> .
Will the fee change?	From time to time we may vary the amount of the annual package fee and how we calculate the fee.
What happens if there are insufficient funds in my nominated credit card or transaction account or if it is closed?	We may cancel the Package and the concessions you receive if you do not pay the annual fee.  You irrevocably authorise us to debit, at our discretion, any other account you hold with the Bank with the amount of the annual package fee.

### P4. Changes to your Package Agreement

The Bank or the relevant provider of the products or services may:

- add new concessions/benefits;
- change or remove concessions/benefits;
- change the amount of or the basis for calculating any fee, charge or premium or the fee charging cycle;
- change any other terms and conditions.

We may make any such changes where we consider it reasonably necessary to:

- (a) introduce new services or products;
- (b) accommodate changes in the needs or requirements of our borrowers;
- (c) correct errors, inconsistencies, inaccuracies or ambiguities;
- (d) comply with requirements of a law, regulatory body or code of practice;
- (e) bring us into line with our competitors, industry or market practice or best practice in Australia or overseas;
- (f) reflect changes in technology or our processes including our computer systems;
- (g) enhance our risk management;
- (h) reflect changes to the structure of our corporate group;
- (i) reflect changes in concessions/benefits granted by the relevant provider of the products or services; or
- (j) ensure we, the relevant provider of the products or services or both of us, remain competitive and profitable.

#### **P5. How will the Bank notify me of changes to the Package?**

We will give you 30 days' written notice of the change but may not do so if the change reduces your obligations or extends the time for payment of any amount under your Contract.

We may give you notice by advertising the fact in a leading daily newspaper in your State or Territory except where the change:

- relates to the introduction of a new fee or charge;
- varies the method by which interest is calculated;
- varies the minimum amount or balance ranges within which interest rates apply to deposit accounts; or
- varies the frequency we debit or credit interest.

**Note:** If we make a change which you do not like, you can cancel your Package Agreement by giving us written notice in accordance with clause P7.

#### **P6. Government fees**

As the account holder(s) you remain responsible for all government fees, taxes and charges which apply to the loan(s), line(s) of credit or account(s).

#### **P7. Cancelling this Package Agreement**

There may be circumstances where either you or the Bank may cancel this Package Agreement. On cancellation your benefits will cease.

We may cancel the Package Agreement without notice:

- if you breach the terms or conditions of the Package Agreement; or
- if you or any borrower is in default under any loan contract whether or not it forms part of this Package Agreement. The Bank's rights under this clause are in addition to its rights under such contract. We may charge you interest at default rates provided for under that loan contract.

## Section 3: General Terms and Conditions that apply to Packages no longer for sale.

The Bank may also cancel this Package Agreement at any time on giving you 30 days' written notice.

If you would like to cancel the Package Agreement you must give us at least 10 days' notice prior to your Package anniversary date to avoid the annual fee being charged. Visit any CommBank branch, call 13 2224, 8am to 8pm, or post your cancellation request to: Reply Paid 1795 Melbourne VIC 8060.

### P8. Direct debit request service agreement

When do we draw the amount?	Where the due date for payment falls on a non-Business Day we may draw the amount on the following Business Day.
Can we charge a dishonour fee?	We may charge a dishonour fee if any debit item already debited from your nominated transaction account is returned as unpaid by the Bank. We may attempt a redraw.
Is my personal information safe?	We will keep information about your nominated transaction account at the Bank private and confidential unless we need to use it to investigate a claim relating to an alleged or wrongful debit, or as otherwise required by law.
Changes	We will advise you 14 days in advance of any changes to the direct debit arrangements.

### Your rights

Changes or termination	You may ask us to end the direct debit arrangement for payment of your package fee.
If a debit is incorrect	If you believe the debit is incorrect in either due date or amount or both, please visit a branch or call <b>13 2221</b> .
Matters relating to the direct debit arrangement on your account	If you have any concerns relating to deferment of debits, alteration of debit arrangements or stopping or cancelling your direct debit request, please call <b>13 2221</b> , or forward a written request to: Commonwealth Bank Reply Paid 1795 MELBOURNE VIC 8060.

### Your responsibilities to the Bank

You must ensure a direct debit is possible	Bulk Electronic Clearing System (BECS) does not permit direct debit on the Bank's full range of accounts. Please confirm this with your branch, Relationship Manager or broker.
You must complete the Direct Debit Request (DDR)	Please use a recent account statement to complete the DDR. Remember to include all of your account details, including Bank State Branch (BSB) number.
You must ensure your account contains sufficient funds	Cleared funds in your nominated transaction account should be sufficient to meet the debit of your package fee on the due date.
You must match the name on your account with the name on the DDR	Please ensure the nominated account you authorise us to debit is in the same name as the account signing the instruction held by the Bank.
You must ensure your nominated transaction account remains open	Please advise us if the account you have nominated to debit is transferred or closed.
What you must do if the direct debit is cancelled	Please ensure that suitable arrangements are made if the direct debit is cancelled either by you or for any other reason.



## P9. Sending notices

Notices given or made under this Package Agreement must be in writing and may be given by any of the following means or any other means permitted by law. Notices take effect from the time received unless a later time is specified in the notice. Please tell us immediately if you change your name or address.

Giving notices in person	Notices for the Bank may be given to a Bank employee at the branch or office where you arrange the Package Agreement or any other branch or office that the Bank tells you.
Hand delivery of notices	Leave notices at the address last notified.
Post notices	Send by prepaid post to the address last notified. Notices sent by post are taken to be received on the day they would be received in the ordinary course of post.
Fax notices	Fax notices to the number last notified. A transmission report created by the fax machine is evidence that the facsimile transmission was sent.
Notices by email	If you have provided us with electronic contact details (including an email address or mobile phone number), we can send correspondence (including notices) for your package to you electronically. This may include making notices available on our website (e.g. in NetBank) and sending you an electronic message (email/text message) to let you know the notice can be retrieved from the website. You should check your emails/text messages regularly and update your contact details if they have changed. If you do not want to receive correspondence electronically, you can switch to paper correspondence by visiting any CommBank Branch or calling 13 2221. Even if we normally provide notices via email, we may occasionally send you a paper notice instead. Notices given electronically are taken to be received on the day that the email enters the information system of your internet service provider or the host of your email address.

## Section 4: General Terms and Conditions that apply to MISA

On and from 16 March 2019, MISA is no longer available for sale, or able to be activated, for any loan. If a MISA has a nil balance on or after 16 March 2019, it cannot be reactivated.

For terms and conditions of the Everyday Offset Account, refer to the *Transaction, Savings and Investment Accounts Terms and Conditions* brochure available at any branch or visit our website at [commbank.com.au](http://commbank.com.au).

Mortgage Interest Saver Account (MISA) is only available on the following Home Loans and Investment Home Loans:

- Standard Variable Rate
- Discounted Variable Rate
- Guaranteed Rate
- Fixed Rate (excluding Interest in Advance Fixed Rate Investment Home Loans).

<b>About these terms and conditions</b>	How the terms and conditions in this section apply to you.	Page 72
<b>Banking Code of Practice</b>	We abide by an industry code of practice.	Page 72
<b>Financial Claims Scheme</b>	What the Financial Claims Scheme covers.	Page 72
<b>M1. How to open a MISA</b>	Opening a MISA.	Page 72
<b>M2. Operating a joint account</b>	How a joint account works.	Page 72
<b>M3. Making deposits</b>	How much you can deposit and ways to deposit funds.	Page 73
<b>M4. The Bank's rights if you default on your loan</b>	Our right to block the account and what we can do if you default on your loan.	Page 73
<b>M5. If you break the law</b>	What happens if you breach these terms and conditions.	Page 73
<b>M6. Electronic banking</b>	Transacting on your account through electronic banking.	Page 73
<b>M7. Making withdrawals and payments</b>	How much you can withdraw and ways to make payments.	Page 74
<b>M8. Minimum account balance</b>	The minimum amount you must maintain in your account.	Page 74
<b>M9. Loan obligations</b>	You must continue to make the agreed loan repayments.	Page 74
<b>M10. How the interest rate offset works</b>	We tell you how the interest rate offset works.	Page 74
<b>M11. Statements of account</b>	When we send you an account statement.	Page 74
<b>M12. Fees and charges payable</b>	Types of fees and charges you must pay.	Page 75
<b>M13. Government charges</b>	Government charges may apply to your account.	Page 75
<b>M14. Changes to your terms and conditions</b>	We tell you about changes to your account.	Page 75
<b>M15. Change of personal details</b>	You must tell us if you change your name and address.	Page 75
<b>M16. Mistaken credits</b>	How we process mistaken internet payments (MIPs).	Page 75
<b>M17. Additional Obligation</b>	Additional obligations on the Bank.	Page 76

## About these terms and conditions

The terms and conditions in this section govern the Bank's Mortgage Interest Saver Account (MISA). There are also terms and conditions that may apply by operation of law.

These terms and conditions become binding from the time you make a deposit to a MISA linked to your eligible Loan. From that time, we and you undertake to keep to the terms and conditions.

Any words in these terms and conditions which have a defined meaning can be found in Section 2 clause 1.

## Banking Code of Practice

The relevant provisions of the *Banking Code of Practice* apply to a MISA if it is held by an individual, either alone or jointly with another individual, or a small business.

## Financial Claims Scheme

The Financial Claims Scheme, under the Banking Act, covers deposit amounts you hold in a bank in aggregate up to a statutory prescribed limit (please note that for the purposes of calculating this total joint accounts are considered to be held in equal shares). You may be entitled to a payment in some circumstances. Payments under the scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au)

## M1. How to open a MISA

On and from 16 March 2019, MISA is no longer available for sale, or able to be activated, for any loan. If a MISA has a nil balance on or after 16 March 2019, it cannot be reactivated.

The MISA is an offset account that we open and link to an eligible home loan or investment home loan. The account must be conducted in the same name(s) as your home loan or investment home loan account. The following loans are not eligible for interest offset:

- home loans/investment home loans conducted at an Extra variable rate
- No Fee Variable Rate Home Loan/Investment Home Loan
- home loans/investment home loans conducted at a base variable rate (including Three Year Special Economiser/Rate Saver) which have a Disclosure Date of 16 February 1998 or later; and
- home loans/investment home loans conducted at a base variable rate which were approved or the loan offer was made prior to 16 February 1998, where the borrower has elected to take up the Repayment Redraw Facility in substitution for the Mortgage Interest Saver Account; and
- interest in advance fixed rate investment home loans.

The MISA is available from the Funding Date or the time you switch into an eligible Loan Type. These terms and conditions become binding from the time you make a deposit to a MISA linked to your eligible Loan. You must withdraw all the funds from the MISA when you switch to a loan which is not eligible to be linked to a MISA for interest offset.

## M2. Operating a joint account

Where the MISA is in the names of two or more persons, it may be operated in different ways to suit your requirements. Unless otherwise agreed with us, each of you may operate the account independently of each other.

We may accept for the credit of the account any cheque or negotiable instrument payable to any one or more of you.

If one of you dies, ownership of the account passes to the survivor(s) who can continue to operate on it, unless there was, prior to death, an agreement with us which is to the contrary.

We are not obliged to enquire into the circumstances of any instructions you give in relation to the operation of your joint account, and we are not liable for any loss or damage you or anyone else suffers due to us acting on those instructions in good faith, unless it is proved we were negligent.

## Section 4: General Terms and Conditions that apply to MISA

### M3. Making deposits

You may make deposits:

- at any branch of the Bank;
- through most of the Bank's Automatic Teller Machines (no coins);
- at selected offices of Australia Post;
- at certain other authorised agencies of the Bank;
- via the Bank's automated service on **13 2221**. To access the automated service you will need a password. Call **13 2221** and ask one of our telephone staff to set you up with a password of your choice;
- via NetBank Internet Banking at **commbank.com.au**. To access NetBank, you will need a client number and password. To obtain these call **13 2221**.

### M4. The Bank's rights if you default on your loan

If you default on your Loan to which we have applied the interest offset rate, and fail to comply with a default notice issued under the National Credit Code (if such notice is required), we may exercise our Banker's right of set-off to transfer or apply the whole or any part of the credit balance of your MISA in payment of the whole or any part of your Loan.

### M5. If you break the law

Despite any right contained in this Contract, if it appears to us that you may be a Proscribed Person, we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service (including the provision of credit to you; refuse to allow or facilitate any of your assets held with us to be used or dealt with; refuse to make any asset available to you or any other Proscribed Person; or terminate our arrangements with you.

We will be under no liability to you if we do any or all of these things in good faith and in compliance with any legal requirement in relation to a Proscribed Person. Our rights under this clause are in addition to all other rights we may have under these terms and conditions.

### M6. Electronic banking

You may transact on your account using a range of banking services that utilise electronic equipment. Electronic banking, which provides electronic access to your account, including deposits to and withdrawals from the account, is governed by the conditions set out in our booklet, *Electronic Banking – Terms and Conditions*, and by the terms and conditions of the accounts, products and/or services being used.

#### Transferring money

You may transfer funds through our telephone banking service and Internet banking service. Daily transfer limits apply to withdrawals using these services. See *Electronic Banking – Terms and Conditions*. Merchants, BPAY<sup>®</sup> billers and other financial institutions may impose additional restrictions.

(<sup>®</sup>Registered to BPAY Pty Ltd ABN 69 079 137 518).

#### Daily limits for Electronic Banking

Any funds received to the account will be assumed to have been lodged by you.

#### Clearance

Proceeds of cheques and other payment instruments, or funds transferred by direct debit to your account, are subject to clearance. If the Bank allows you to access these before they are cleared, you must repay the money if the cheque, payment instrument or direct debit is dishonoured.

## **M7. Making withdrawals and payments**

Withdrawals must be for a minimum of \$500 and can be made at any branch of the Bank. MISA has no Commonwealth Bank withdrawal fees. If you also have electronic access to your account, you may withdraw up to the daily withdrawal limit set out in the *Electronic Banking – Terms and Conditions brochure* which we may change at any time.

## **M8. Minimum account balance**

You must maintain a minimum account balance of \$1,000. This is required for you to receive the loan interest rate offset described in clause M10, unless the Bank in its discretion allows the offset to continue. The only exception we make is where government charges on the initial deposit cause the balance to fall below \$1,000.

## **M9. Loan obligations**

Except for the effect of the loan interest rate offset on the calculation of interest, your obligations in respect of the loan are not affected by MISA.

To the extent permitted by law, you expressly waive any right that you may have to set-off any credit balance of the account against any payment due on the loan. This means that you cannot set-off any credit balance of an Interest Offset Account against any payment due on the loan unless you have a legal right to do so which cannot be excluded.

You must continue to make the agreed loan repayments in full notwithstanding the credit balance of the MISA.

## **M10. How the interest rate offset works**

We do not pay interest on the MISA. What we do is charge a reduced interest rate on a portion of the loan debt equal to the credit balance in the MISA, provided the minimum MISA balance is maintained – refer to clause M8.

We refer to the rate used by the Bank to calculate the reduced interest rate on a portion of the loan debt as the offset rate. We may apply different offset rates to different categories of loans and may vary the offset rate(s) at our discretion.

We calculate the interest rate offset each day based on the close of business balances of the MISA and the Loan Account. We do not calculate an interest rate offset and we do not pay interest on any portion of the balance of the MISA in excess of the amount outstanding on the Loan Account, nor do we pay interest on the MISA where the loan has been repaid.

If you receive a Centrelink or Department of Veterans' Affairs pension or allowance, you should seek your own advice about the government's deemed rate of interest for pensioners.

## **M11. Statements of account**

We will send you an account statement every six months as part of the Loan Account statement. You may request a statement to be issued at any other time. A fee may apply.

## Section 4: General Terms and Conditions that apply to MISA

### MI2. Fees and charges payable

The following types of fees and charges apply:

- Special Clearance Fee;
- Vouchers.

You must pay any fees we charge for services related or ancillary to the operation of your account. We will debit your account with these fees. For a current schedule of fees and charges see our brochure *Fees We Charge For Consumer Mortgage Lending Products*.

### MI3. Government charges

Any government taxes and charges that accrue in a calendar month will be charged to your account on the first Business Day of the following month.

### MI4. Changes to your terms and conditions

Various features of your account may be changed from time to time, including the fees applicable, interest rates and terms and conditions. We may also give you notice of the changes with an account statement (as applicable). The following table indicates how we will advise you of any changes:

Change	Minimum number of days' notice	Method of notice
Terminate the offset or vary the way it works, as described in clause M10.	30 days	In writing.
Introduce a bank fee or charge in relation to the operation and maintenance of the account.	30 days	In writing.
Changes to the terms and conditions, fees and charges and offset rate(s) applicable to the account.	No later than the day of change	In writing or by advertisement in the national or local media.
Introduction or changes to any government fee or charge.	N/A	In writing or by advertisement in the national or local media – unless the government, government agency or representative body has already publicised the introduction or changes.

### MI5. Change of personal details

We rely on you to provide us with accurate information about your personal details. You must notify us promptly if you change your address or your name.

### MI6. Mistaken credits

If we are reasonably satisfied that funds have been paid into your Loan Account due to another party's mistake and there are sufficient credit funds in your MISA, we may debit your MISA with the amount of the mistaken payment and return it to the other party without giving you notice. In some instances we may prevent you from withdrawing the amount claimed to be a mistake while we investigate.

## **M17. Additional Obligation**

The Bank may be subject to laws or regulations in Australia or another country that affect your relationship with the Bank (e.g. laws that address taxation). So that we may comply with our obligations under these laws or regulations, we may:

- require you to provide information about you or your product;
- disclose any information we are required to concerning you (including sending your information overseas);
- withhold an amount from a payment to you if required to do so, and if we do, we will not reimburse you for the amount withheld; and/or
- take such other action as is reasonably required, including, for example, closing your account.

## Section 5: Keeping you informed

<b>Where to get help</b>	Useful telephone numbers and addresses if you wish to contact us about your banking needs.	Page 77
<b>Index</b>	Finding information quickly.	Page 81

### Where to get help

I want to ...	Who to contact ...
Get help understanding something in this booklet	Call <b>13 2224</b> 8am–9pm 7 days or visit your local Bank branch.
Increase the amount of my loan	
Obtain the balance on my home loan account	
Change my Nominated Account on my Package	
Change contact information on my home loan account	
Obtain details of the Bank's current fees, interest rates or special interest rate offers	Write to us and drop the letter into any branch or post to Reply Paid 1795 MELBOURNE VIC 8060.
Cancel my Package Agreement	
Register to use NetBank or get help	Call <b>13 2221 (or 61 13 2221 if overseas)</b> , or visit our website at <b>commbank.com.au/netbank</b>
Obtain general information and Terms and Conditions for Investment and Residential Home Package and Car Insurance through Commlnsure	Call <b>13 2423</b> 8am – 8pm Monday to Sunday, Sydney time.
Activate my Debit MasterCard, Keycard or credit card	Call <b>13 2221 (or 61 13 2221 if overseas)</b> , or visit your local Bank branch, or visit our website at <b>commbank.com.au</b>
Request a higher daily electronic banking withdrawal limit	
Establish a password for Telephone Banking	
Report a credit card, Debit MasterCard or Keycard lost or stolen in Australia or when overseas	For reporting a Debit MasterCard or Keycard lost or stolen when overseas, you should notify any financial institution displaying the sign for that brand of card (for example MasterCard sign), or phone the relevant hotline number listed in our <i>Credit Cards – Conditions of Use</i> brochure.
Report unauthorised transactions on my account	
Get help with EFTPOS terminals	Call <b>1800 022 966</b> 24 hours a day, 7 days a week
Make a suggestion, complaint or compliment	Call Group Customer Relations on <b>1800 805 605</b> , if you are overseas, call <b>+61 2 9687 0756</b> , or visit one of our branches.  Complete the online form: <b>commbank.com.au/digital/your-feedback#/feedback</b>  Write to us at: CBA Group Customer Relations Reply Paid 41 Sydney, NSW 2001
General branch opening hours	Visit <b>commbank.com.au/locateus/</b> for opening hours of your local Bank branch.

**Note:** Calls to these numbers are at your expense.



## A

- Account 64, 75
  - Holder 19, 68
  - joint 62, 72
  - opening 62
  - statement 69, 74, 75
  - trust. See Trustees
- Advice, independent 10, 13, 16, 18, 36
- Australian credit licence 9, 15, 22, 23
- Australian Financial Complaints Authority (AFCA) 10, 16-18
- Australian Securities and Investments Commission (ASIC) 16, 18

## B

- Banking Code of Practice 10, 61, 71-72
- Bankruptcy 38
- Building Insurance 16, 19, 25, 40
- Building Works 19, 28, 45
- Business Day 9, 19, 24, 30, 49, 52, 55, 63, 69, 75

## C

- Centrelink 62, 74
- Charges. See Fees and charges
- Cheques 37, 62, 64, 73
- Commlnsure 58, 77
- Commission 11, 58
- Commitment period 20, 53, 57, 61
- Commonwealth Bank
  - rights 15, 17, 27, 32, 34, 36, 38-39, 56, 59, 60, 63, 68, 73
- Complaints 9-10, 16-17, 64, 77
- Consumer Credit Code 20, 22
- Contract 8-12, 15-40, 42-43, 45-47, 49-53, 55-61, 68, 73
- Contractual relationship 10
- Corporate entities 23, 25, 27, 67
- Court orders 28, 33
- Credit 9, 11-12, 15-18, 20-25, 27, 30-32, 34-40, 44, 49, 50-52, 55-60, 62-63, 66-68, 72-75
- Credit balances 57, 60
- Credit Guide 9

## D

- Default 11, 17-18, 28-33, 35, 45, 47, 51, 53, 56-61, 68, 71, 73
- Default interest 11, 29-30, 33
- Deposits 60, 62-63, 68, 72-74
- Direct debit authority 24, 64

- Direct debit request service agreement 69
- Disclosure Date 11, 20-21, 29, 38, 43, 57, 61, 72

## E

- Early Repayment/Early Repayment Adjustment 20, 33-35, 38, 41, 44, 51-52
- Electronic banking 30, 41, 50, 55, 59, 63, 73, 77
- ePayments 10
- Equity Unlock Loan for Seniors 23-24, 27, 31, 41, 55, 57, 60-63
- Everyday Offset Account 20-21, 42, 48-49, 71
- External Dispute Resolution Scheme 10, 15-18
- Extra 21, 41, 72

## F

- Fees and charges 9, 11, 16, 25, 30-31, 34-37, 53, 55-56, 58, 60-61, 64, 75
  - Administrative Fee 19, 34, 52-53
  - dishonour fee 69
  - Early Repayment Adjustment 20, 33-35, 38, 44, 52-53
- Financial Claims Scheme 72
- Funding Date 20, 43-46, 72
- Funding your loan 14, 28

## G

- Guarantees 11, 23, 25, 30-31, 51, 59

## H

- Home Loan Compassionate Care 54

## I

- Independent advice 36
  - independent 10, 13, 16, 18
  - Initial Commitment Period 20, 53, 57, 61
- Insolvent 20, 31
- Inspection Reports 36
- Insurance 11, 16-17, 24, 30-31, 35-36, 58, 77
- Interest 9-14, 16-17, 20-21, 23-25, 29-38, 40-56, 59-62, 64, 68, 71-75, 77
  - in advance 20-21, 30, 36, 41-45, 48-49, 51, 53, 71-72
  - offset 14, 20-21, 23, 45, 48-49, 72-74
  - only 11, 30, 35, 42, 45-46
  - rates 9, 11, 20-21, 24, 29, 32-36, 38, 40, 43-44, 47, 50, 52, 64, 68, 75, 77
- Investment 8-9, 13-15, 21, 24, 29, 31, 41-42, 44, 48-49, 51, 54, 61, 71-72, 77

## J

- Joint accounts 62, 66, 72

**L**

Leasing 49  
Lenders Mortgage Insurance (LMI) 21, 24  
Liquidator 38  
Loan 50  
    term 21, 35, 38, 47, 50  
    types and options 12, 14, 20, 33, 35, 41-42, 48-49, 58, 60, 72  
Loan account 11, 13, 19-26, 28-37, 39, 43-45, 49-53, 55-61, 72, 74-75, 77  
Loan portability 22, 35, 42  
Low Deposit Premium (LDP) 21, 24

**M**

MAV. See Packages  
MISA (Mortgage Interest Saver Account) 10, 21-22, 41-42, 49, 71-75  
    terms and conditions 72-74  
Mortgage Advantage (MAV). See Packages  
Mortgages 11, 13, 16-18, 23-26, 30-32, 35, 53, 56, 58

**N**

National Consumer Credit Protection Act 9, 22  
National Credit Code 18, 22, 25, 31-32, 37, 56, 63, 73  
Negative equity guarantee 59  
No Fee Variable Rate Home Loan and Investment Home Loan 21, 24, 33, 41-42, 51, 71-72  
Notices 37-38, 58, 65, 70

**O**

Overdue amount 29, 31

**P**

Packages 10, 14, 23, 66-67  
    agreement 22-23, 66-70, 77  
    rights and responsibilities 69  
Part F 15  
Personal Identification Number (PIN) 22  
Portability. See Loan portability  
Prepayment 19-20, 22, 32, 35, 51, 52  
Principal and interest 11, 13, 46, 60  
Progressive loan drawings 20, 28, 46  
Proscribed person 22, 31, 39, 73  
**R**  
Rate lock 43, 53  
Redraw 3, 10, 12, 14, 21-22, 26, 41, 49-51, 53, 69, 72  
Reference interest rates 29, 33, 43  
Related account 22, 25, 28, 30, 35, 39, 45-46, 55  
Repayment Holiday 14, 42, 53

Repayment Redraw Facility 21-22, 41, 49, 53, 72  
Repayments 9, 11-14, 16-18, 23-24, 29, 32-38, 41, 46-54, 56, 60, 63, 66, 74  
Representations and warranties 25, 27, 56  
Retire 40

**S**

Schedule 10-11, 20-21, 23-27, 29-30, 33, 38, 43, 45-47, 52, 55-56, 58-61, 64, 75  
Security 11, 13, 20, 22-29, 31-32, 35-36, 38, 49, 51, 56-59, 61-62  
Security agreement 23, 31, 40  
Security interest 23-24, 31, 49, 58  
Security property 25-26, 31, 40, 58  
Security provider 23-25, 27, 31, 35, 58  
Severance 39  
Special repayments 23, 49-50  
Stamp duty 13, 29-30  
Statement of account 33-34, 40, 47-48, 53, 57, 61  
Suspending credit 51, 61

**T**

Taxation and taxes 13, 36, 38, 40, 55, 62, 64, 68, 75-76  
Terms and conditions (all loans) 10, 12, 15, 17, 19-21, 23, 25-27, 29-31, 33-35, 37, 39-42, 48, 50, 55, 57, 60-61, 63, 66-67, 71-75, 77  
Title documents 38-39  
Top Ups 12, 23, 41-42, 52-53  
Trustees 25, 27, 38-39, 40, 62

**U**

Unpaid interest 30-31, 54  
Usual terms and conditions (UTC) 10, 14, 19, 23, 26, 39, 60, 66

**V**

Valuations 13, 22, 24, 26, 36, 58  
Variations 25, 33-34, 52  
Viridian Line of Credit 21, 23, 29, 41, 54, 57, 59-62

**W**

Warranties. See Representations and warranties  
Wealth Package. See Packages  
Withdrawals 26, 50, 55, 59, 62-63, 73-74

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