

## PRIVACY NOTIFICATION

This Privacy Notification and Consent explains how BOQ Finance group of companies (BOQ Finance (Aust) Limited ABN 56 065 745 735 or BOQ Credit Pty Limited ABN 92 080 151 266)(referred to as "we" or "BOQ Finance") collect, use and disclose your personal information (including credit information).

If at any time you supply us with personal information about another person, you should ensure that you are authorised to do so and you agree to inform that person of the content of this Notification and Consent.

### Collection

We collect your personal information so that we can consider any application you make to us, establish and administer the financial product or service provided to you, provide services to you in relation to that product or service, perform administrative functions, conduct customer satisfaction research, improve our products and develop new products, assist you to manage your debts, provide information about you to a guarantor or prospective guarantor, collect overdue payments relating to credit you owe or a guarantee you have given, and so that we and our related parties and corporate partners can tell you about other products and services you may be interested in.

In certain circumstances, we may also be required to collect sensitive information about your health, for example when you make an application for assistance with financial hardship caused by illness or injury. We may collect this information from third parties, for example a doctor or a hospital.

Further, we may collect your personal information to comply with legislative and regulatory requirements, for example under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and / or the National Consumer Credit Protection Act 2009 (Cth).

If you do not provide us with the information we request or authorise us to collect this information from third parties, we may not be able to provide you with the financial products and services that you have requested.

Where possible, we will collect your personal information directly from you. However, we may also be required to collect personal information (including credit information and credit eligibility information) about you from a third party, for example to verify information provided by you to us or to assist us to contact or locate you. These parties may include other credit providers or financial institutions, your representatives such as financial advisers or accountants, your insurers, publicly available sources (e.g. telephone directories), brokers, referrers or other intermediaries, our corporate partners or agents, government agencies (e.g. Centrelink) and credit reporting bodies.

From time to time we may receive information that we have not asked for about you from third parties. We will only keep, use and disclose this information as permitted by law.

### Exchange – General

We may disclose your personal information in the normal operations of our business with parties which include our related bodies corporate, other credit providers (particularly when you are seeking finance from them or to notify them of a default by you or of the status of your credit facility if you are in default with any of those other credit providers), regulatory bodies and government agencies, courts and external dispute resolution schemes, your agents, brokers, referrers and other intermediaries, credit and debt agencies, payments systems participants, agents, contractors and professional advisers who assist us in providing our services (including our white label partners), your or our insurers (including lenders' mortgage insurers), your referees and guarantors (or prospective referees and guarantors), third parties for securitisation purposes and organisations that carry out functions on our behalf including mailing houses, data processors, researchers, debt collectors, system developers or testers, accountants, auditors, valuers and lawyers.

We may also disclose your personal information to third parties where you request us to or consent to us doing so or in order to fulfil our legal obligations.

Some of the parties with which we exchange your personal information, including our service providers and other third parties listed above, may be located outside Australia in countries including New Zealand, the Philippines, India, the United States of America, Canada, Finland, Israel, Spain, Mongolia, the United Kingdom and Singapore.

## **Exchange – Credit Reporting Bodies ("CRBs")**

We may exchange your personal information (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) with a CRB to obtain a credit report about you or to allow the credit reporting body to create or maintain credit history information about you, or for both purposes.

For more information about credit reporting, including the name and contact details of the CRBs to which BOQ Finance discloses your information, the types of information BOQ Finance discloses and your rights in relation to that information, please see BOQ Finance's Privacy Policy, available via BOQ Finance's website [www.boqfinance.com.au/privacy](http://www.boqfinance.com.au/privacy) or you can request a hard copy by calling 1300 305 331.

## **Credit reports**

By agreeing to this Privacy Notification and Consent, you consent to us obtaining a credit report about you from a CRB. This credit report may include:

- credit information (a "consumer credit report"); or
- information concerning your commercial credit activities or commercial creditworthiness (a "commercial credit report").

If you have a credit facility with us (or are an applicant for a credit facility), we may obtain a consumer credit report or commercial credit report about you either before, during, or after the provision of credit to you and you agree that we may use that credit report to assess your application for credit, to collect overdue payments you owe or for our internal management purposes related to credit provided to you.

If you are a guarantor in relation to a credit facility with us, you agree that we may use that credit report to assess whether to accept you as a guarantor.

## **Exchange – Guarantors**

If you have a credit facility with us (or are an applicant for a credit facility), we may give information about you to a person who has offered to act as, or is, a guarantor in relation to a credit facility with us, or who has offered to provide, or has provided, security for credit applied for by you.

This may happen before, during or after the provision of credit to you and may include any information about your creditworthiness (including any information contained in a credit report obtained by us).

By agreeing to this Privacy Notification and Consent, you consent to us disclosing your personal information to a person who has offered to act as, or is, a guarantor in relation to a credit facility with us, or who has offered to provide, or has provided, security for credit applied for by you, including for the purpose of that person considering whether to act as a guarantor or provide security.

## Exchange – Other Credit Providers

We may exchange information about you with another credit provider. This information may include any information about your creditworthiness (including any information contained in a credit report obtained by us).

By agreeing to this Privacy Notification and Consent, you consent to us disclosing your personal information to another credit provider for the purpose of:

- assessing an application you have made for credit or assessing your creditworthiness;
- notifying those other credit providers of the status of your credit facility if you are in default with any of those other credit providers; or
- attempting to assist you to avoid defaulting on your credit obligations.

## Electronic Verification

Under the AML/CTF Act, we can disclose your name, residential address and date of birth to a Credit Reporting Body ("CRB"). The purpose of the disclosure is to assess whether your personal information disclosed, matches (in whole or part) personal information held in the records of the CRB (if any). This process helps us to verify your identity.

The CRB may prepare and provide us with an assessment by using the personal information about you and the names, residential address and dates of birth contained in its records about other individuals.

Additionally, documents you have provided us as evidence of your identity, such as: passports, driver's licenses and Medicare cards will be matched against the records of the relevant government agency.

If you do not consent to us verifying your identity by electronic verification, we will provide you with an alternative verification process. If this is the case, please contact your relationship manager, or call 1300 305 331

By signing this document below you consent to the use of electronic verification.

## OUR PRIVACY POLICY

BOQ Finance's Privacy Policy, a copy of which can be found at [www.boqfinance.com.au](http://www.boqfinance.com.au), sets out how you can access and correct information BOQ Finance holds about you (including credit reports and other credit information), how you can complain about a breach by BOQ Finance of the Australian Privacy Principles, Part IIIA of the Privacy Act and/or the CR Code and how your complaint will be handled. It also specifies the countries to which your information may be disclosed and will be updated regularly.

**You may contact our Privacy Officer in relation to your personal information (or to opt out of marketing) by:**

- **telephone on 1300 55 72 72**
- **email at [privacy@boq.com.au](mailto:privacy@boq.com.au); or by**
- **post at**

**Bank of Queensland  
GPO box 898  
Brisbane, QLD 4001.**

CONSENT

**By acknowledging this document, you consent to us**

1. collecting, using and disclosing information about you in the manner described above; and
2. (if you opt in by checking the box below) using your personal information to identify and provide you with information (including, where permitted by law, by mail, telephone and electronically) about products and services you may be interested in.

Please tick this box if you wish to receive any marketing material from BOQ Finance or its related companies and corporate partners.

**ACKNOWLEDGEMENT**

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Signature

Date:     /     /

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Print Name

## THINGS YOU SHOULD KNOW

Things you should know about your proposed credit contract. This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

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

## THE CONTRACT

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

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual 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 your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy –

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider 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 your credit provider 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 your credit provider 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 payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. 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 your credit provider to charge one) and other fees.

### 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

## **8. Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example -

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

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 your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is Australian Financial Complaints Authority (AFCA) and can be contacted by phone on 1800 931 678, email on [info@afca.org.au](mailto:info@afca.org.au), on the Internet at [www.afca.org.au](http://www.afca.org.au) or mail to 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 or Legal Aid. You can also contact 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?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

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

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. 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 your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance. You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

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

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

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

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

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

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## MORTGAGES

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

A mortgage means that you give your credit provider 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 credit provider.

### **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 credit provider 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 your credit provider'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 your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first; OR
- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their 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 your credit provider even after the mortgaged property is sold.

## GENERAL

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

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

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

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

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

Your credit provider 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.

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

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

- to extend the term of your contract and reduce payments; 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 my credit provider and I cannot agree on a suitable arrangement?**

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

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

**24. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme 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 COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'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.**

**If you are not satisfied with your credit provider's response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA):**

**Website:** [www.afca.org.au](http://www.afca.org.au)  
**Phone:** 1800 931 678  
**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Mail:** Australian Financial  
Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

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



BOQ Credit Pty Limited (we, us) provides in this Credit Guide information relevant to the loans and leases provided by us to one or more individuals or strata title corporations for personal, domestic or household purposes.

## INQUIRIES, VERIFICATION AND ASSESSMENTS

Prior to providing to you any loan or lease or increasing the credit limit on any approved loan or lease, we will:

- make reasonable inquiries about your requirements and objectives in relation to the loan or lease and your financial situation;
- take reasonable steps to verify the information you provide regarding your financial situation;
- make an assessment on whether the loan or lease is not unsuitable for you.

The loan or lease will be assessed as unsuitable for you if:

- it will not meet your requirements or objectives;
- it is likely you will not be able to comply with the resulting financial obligations; or
- it is likely you would only be able to comply with the resulting financial obligations with substantial hardship.

We are prohibited by law from providing a loan or lease or increasing the credit limit on a loan or lease if it is assessed to be unsuitable for you. It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation a loan or lease for which you have applied for and been approved or which has been provided to you or an increase in the credit limit for an approved loan or lease, we are required by law to provide that copy without charge:

- prior to entering into the contract with you for the loan or lease, if this has not already been given to you when the copy is requested;
- within 7 business days, if the copy is requested within 2 years of the day on which the contract for the loan or lease is made or the credit limit increased;
- within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on the contract for the loan or lease is made or the credit limit increased.

## IF YOU HAVE A PROBLEM OR DISPUTE

### **(a) Our service commitment**

We are committed to providing our customers with innovative solutions and the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

### **(b) How to contact us on a problem or dispute**

There are a number of ways to contact us:

E-mail: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au)  
Telephone: 1300 305 331 (option 1)  
Mail: Attn: Customer Relations  
Reply Paid 2258  
Brisbane QLD 4001

**(c) How will your complaint be handled?**

If we cannot solve your problem on the spot, we will let you know within 2 business days who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complaints within 5 business days. If this is not possible we will keep you informed on our progress.

If your complaint cannot be resolved promptly, our Complaints Resolution Officer will take responsibility and work with you to resolve the matter.

**(d) What to do if you feel your complaint has not been resolved**

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Australian Financial Complaints Authority (AFCA)  
Telephone: 1800 931 678  
Internet: [www.afca.org.au](http://www.afca.org.au)  
Mail: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

**HOW CAN YOU CONTACT US?**

You can contact us by:

- calling our Customer Service Team on 1300 305 331
- writing to us at [customerservice@boqfinance.com.au](mailto:customerservice@boqfinance.com.au)

BOQ Credit Pty Limited trading as Honda MPE Financial Services, is committed to a fair and prompt resolution of disputes or complaints. If you have experienced dissatisfaction with our products or service, please let us know. We welcome feedback on how to improve on our products or service delivery. All complaints will be processed at no charge to you.

## MAKING A COMPLAINT

You may contact the Customer Service Team by:

Email: [customer.relations@boq.com.au](mailto:customer.relations@boq.com.au) Mail: Customer Relations  
Reply Paid 2258  
Brisbane QLD 4001

Telephone: 1300 305 331 (option 1)

## WHAT IS THE PROCESS?

After forwarding the details of your complaint to BOQ Credit Pty Limited, you will receive an acknowledgement that we have received your complaint. A BOQ Credit Pty Limited Complaints Contact Person will handle the complaint and will advise if any further information is needed. The BOQ Credit Pty Limited Complaints Contact Person will liaise with the relevant parties to find answers for you. You will be informed of the outcome and the reason for the decision.

## SERVICE LEVEL COMMITMENT

Unless there are exceptional circumstances, we are committed to resolving your issues and will in all instances respond to your complaint within 45 days.

Some issues are more complex and could take a little longer to resolve. In that case, we will:

- inform you of the reasons for the delay;
- specify a date when a decision can be reasonably expected; and
- notify you of your right to contact an external dispute resolution scheme.

## DISPUTE RESOLUTION ESCALATION

We expect our Customer Service Team will resolve any concerns or issues raised. If, despite our best efforts you are still dissatisfied with our response, you may then wish to contact an external dispute resolution scheme.

## EXTERNAL DISPUTE RESOLUTION SCHEME

The Australian Financial Complaints Authority (AFCA) may be contacted as follows:

Email: [info@afca.org.au](mailto:info@afca.org.au) Mail: Australian Financial  
Complaints Authority GPO Box 3,  
Melbourne VIC 3001

Telephone: 1800 931 678 Web: [www.afca.org.au](http://www.afca.org.au)