

# PRIVACY ACT 1988 CONSENT

I/We acknowledge that I/we have made an application for credit from Challenge Mortgages Pty Ltd. Challenge Mortgages Pty Ltd may use the personal information I/we provide for the purpose of providing credit and subject to the provisions of the Privacy Act, I/we may have access to personal information collected and held by Challenge Mortgages Pty Ltd, and the Lenders and Insurers noted in the Schedule. I/We may contact these companies for access to my/our personal information held (if any) by contacting the Privacy Officer at the address or in the manner disclosed in the Schedule.

## **Authority to exchange information with other credit providers**

In accordance with Section 18N(1)(b) of the Privacy Act, I/we authorise Challenge Mortgages Pty Ltd to give and obtain from credit providers named in this credit application, and credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit arrangements. I/We understand this information can include any information about my/our credit worthiness, credit standing, credit history, or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

The Lender will or may seek lenders mortgage insurance from one or more insurers in respect of the repayment of any finance that the Lender may provide or in respect of any mortgage that may be given to secure the repayment. In this Notice, each of the insurers listed in the Schedule is referred to as "insurer" so that a reference below to the Insurer means each of them acting alone or any or all of them acting collectively.

I/we note that lenders mortgage insurance insures the Lender against loss on default under a mortgage finance arrangement the Lender has with me/us. I/We do not receive the benefit of the lenders mortgage insurance policy.

Where the Lender applies to the Insurer for insurance in connection with:

- any finance sought by me/us from the Lender (whether sought by I/we alone or with others); or
- any mortgage and/or guarantee given or to be given by me/us (whether alone or with others) to secure the repayment of any finance provided or to be provided by the Lender;

the Insurer will be collecting personal information about me/us.

The Lender and Insurer will be collecting any such personal information about me/us for the purposes of:

- assessing the risk of providing lenders mortgage insurance to the Lender in respect of finance sought by me/us from the Lender;
- assessing the risk of me/us defaulting on your obligations to the Lender in respect of which the Insurer may provide (or has provided) lenders mortgage insurance;
- assessing the risk of me/us being unable to meet a liability that might arise under a guarantee entered into, or proposed to be entered into, in respect of mortgage finance given (or to be given) by the Lender to another person;
- the subsequent administration or variation of any lenders mortgage insurance cover provided;
- risk assessment and management involving securitisation, credit scoring, portfolio analysis, reporting and fraud prevention and claim recovery; and
- complying with legislative and regulatory requirements.

Without the provision of my/our personal information to the Lender and Insurer, the Insurer may be unable to process or accept the Lender's application for lenders mortgage insurance and the Lender may be unable to provide the mortgage finance requested.

By signing the acknowledgment below, I/we agree and consent to the Lender and Insurer using and disclosing the personal information it collects about me/us for the purposes set out above (subject to any restrictions imposed on the Lender and Insurer by Privacy Act 1988):

The Lender and Insurer will usually or may disclose personal information of the kind it collects about me/us to:

- its related companies;
- reinsurers;
- credit reporting agencies;
- its service providers;
- its agents, contractors, and external advisers;
- my/our referees, including my/our employer;
- my/our legal and financial advisers;
- government and other regulatory bodies;
- ratings agencies;
- payment system operators; and
- other financial institutions, securitisers and credit providers.

By signing the acknowledgment below, I/we agree and consent (subject to the restrictions imposed on the Insurer by the Privacy Act) to any such disclosures of your collected personal information by the Lender and Insurer, regardless of when or how the information was collected, even though some of the organisations may be overseas.

If and to the extent that the Lender and Insurer does so in a manner and for purposes that conform with the Privacy Act, by signing the acknowledgment below, I/we agree and consent to:

- the Lender and Insurer obtaining information about my/our commercial activities and commercial credit worthiness from a business which provides information about the commercial credit worthiness of persons, and to the Insurer using that information in assessing the application of the Lender for lenders mortgage insurance;

- to the Lender and Insurer giving to and receiving from any credit providers named in the application for finance, and any credit providers named in a credit report issued by a credit reporting agency, information about my/our credit worthiness, provided that the information is given or received for the purpose of assessing the Lender's application for lenders mortgage insurance; and
- to the Lender and Insurer obtaining a commercial and/or consumer credit report containing personal information about me/us from a credit reporting agency and to the Insurer using that report or any information derived from the report in assessing the Lender's application for lenders mortgage insurance in respect of either consumer credit or commercial credit provided by the Lender, and for any other purposes permitted under the Privacy Act.

**Authority for GE Capital (in relation to the OneLink MasterCard)**

I/We authorise the Lender to give GE Capital Consumer Card Co and GE Capital Finance Australia all personal information contained in my/our application form for the purposes of ascertaining whether I/we will be pre-approved for a credit card to be issued to me/us by GE Capital Consumer Card Co should I/we wish to apply for the card. I/we understand that a credit card application will be made available to me/us on approval of our mortgage loan application through the Lender.

**SCHEDULE**

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

Interstar Securities (Australia) Pty Ltd (and associated entities)	ABN: 72 087 271 109
<u>Level 28, 367 Collins Street, Melbourne 3000</u>	<u>Telephone: 03 9612 1111</u>
Resimac Ltd	02 9248 0300
<u>Challenge Mortgages Pty Ltd or any company Nominated by Challenge</u>	<u>02 9614 0522</u>

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

GE Mortgage Insurance Pty Ltd	GE Capital Mortgage Insurance Corporation (Australia) Pty Ltd
ABN: 61 071 466 334	ABN: 52 081 488 440
Address: Level 23,259 George Street, Sydney 2000	Address: Level 23,259 George Street, Sydney 2000
<u>Telephone: 02 9247 8677</u>	<u>Telephone: 02 9247 8677</u>
PMI Mortgage Insurance Limited	Royal & Sun Alliance Lenders Mortgage Insurance
ABN: 70 000 511 071	ABN: 48 005 297 807
Address: Level 23,50 Bridge Street, Sydney 2000	Address: Level 5, 465 Victoria Avenue, Chatswood 2065
Telephone: 02 9231 7777	Telephone: 02 9978 9000

**SIGNATURE OF APPLICANT / GUARANTOR**

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

SIGNATURE (1) _____	PRINT NAME _____	DATE _____
SIGNATURE (2) _____	PRINT NAME _____	DATE _____
SIGNATURE (3) _____	PRINT NAME _____	DATE _____
SIGNATURE (4) _____	PRINT NAME _____	DATE _____