

Appointment of representative details form



About this form

This form is to provide details to ING DIRECT of the person/s that you authorise to act and/or enquire on your ING DIRECT account/s (appointed Representative/s).

Note: The appointed Representative/s conducting transactions, whether financial or non financial, can only do so by calling ING DIRECT on 133 464 or writing to ING DIRECT, Reply Paid 2682, Sydney NSW 2001 (no stamp required). The appointed Representative/s must be at least 18 years old.

When completing this form please:

- use CAPITAL letters • mark boxes with an X where applicable • use black pen.

Return to:

When this form has been completed and signed, please send it along with the identification document (see Step 3 and Appendix A) to us at:

ING DIRECT
Reply Paid 2682
Sydney NSW 2001
(no stamp required)

Step 1: Your ING DIRECT details (to be completed by the account holder/s)

Account holder 1

ING DIRECT client number

Mr Mrs Ms Other

First Name

Middle initial

Surname

Account holder 2 (if applicable)

ING DIRECT client number

Mr Mrs Ms Other

First name

Middle initial

Surname

Step 2: The level of authority requested (to be completed by the account holder/s)

a) Appointment of representative/s

Please mark the appropriate box for the level of authority requested:

Appoint a "Non-Operating Representative"

Please select this Authority if you want to authorise an appointed Representative to obtain information ING DIRECT holds in relation to your ING DIRECT account/s. Your appointed Representative cannot transact on or alter the details of your ING DIRECT account/s.

NOTE: This authority type is not applicable to Business accounts.

What accounts will this authority cover? Please select which accounts this Authority applies.

Personal savings accounts Transaction accounts Mortgage accounts Superannuation and retirement accounts

NOTE: The Trustee will only act on this authority in relation to the Super and Retirement Accounts.

OR

Appoint a "Representative to Operate"

Please select this authority if you want to authorise an appointed Representative to operate all functions of your ING DIRECT account/s.

NOTE: This authority type is not applicable to superannuation and retirement or business accounts.

What accounts will this authority cover? Please select which accounts this Authority applies.

Personal Savings accounts Transaction accounts Mortgage accounts

b) Cancellation of existing authorities

ING DIRECT cannot process this form unless you tick one of the boxes below.

I/We want this authority to replace and cancel any existing authorities previously given by me/us in relation to the account/s selected above.

Yes No

c) Appointment of multiple representatives to operate

Please tick one of the boxes below if you appoint multiple representatives to operate :

I/We agree that if more than one representative to operate is appointed, each appointed representative is to act:

Jointly - By selecting this, ING DIRECT will require all instructions to be in writing and signed by ALL appointed representatives.

OR
 Severally - By selecting this, ING DIRECT will accept and act on instructions from any appointed representative to an account.

Step 3: Representative/s verification details (to be completed by your appointed Representative/s)

Representative 1

Mr Mrs Ms Other
First name Middle initial
Surname

Mandatory security details

Date of birth (DD/MM/YYYY)
 / /

Mother's maiden name (mother's original surname/family name)

Residential address (PO Boxes not accepted)

Unit number Street number
Street name
Suburb
State Postcode

Contact details (You must provide at least one phone number)

Mobile phone number

Other phone number (for landline, please provide area code)
Email

Please provide your ING DIRECT Client Number if you are an existing ING DIRECT client.

Representative 2 (if applicable)

Mr Mrs Ms Other
First name Middle initial
Surname

Mandatory security details

Date of birth (DD/MM/YYYY)
 / /

Mother's maiden name (mother's original surname/family name)

Residential address (PO Boxes not accepted)

Unit number Street number
Street name
Suburb
State Postcode

Contact details (You must provide at least one phone number)

Mobile phone number

Other phone number (for landline, please provide area code)
Email

Please provide your ING DIRECT Client Number if you are an existing ING DIRECT client.

Each appointed representative to operate must supply an original ink certified identification document. Please refer to appendix A. If this document is not provided, the appointed representative to operate will only be granted the authority of a non-operating representative.

Step 4: Representative/s declaration (to be completed by your appointed Representative/s)

By signing below, I/We declare that:

- a) The personal information and security details provided above are true and correct and I/we authorise ING DIRECT to verify this information;
- b) I/We have read the terms to operate contained in this form, as appropriate;
- c) I/We have read the privacy statements in appendix B of this form as appropriate and I/we consent to my/our personal information being collected, used and disclosed in the manner and for the purposes set out in the Privacy Statements; and
- d) I/We authorise ING DIRECT to use and disclose my/our personal information to help ING DIRECT or any of its associated companies or subsidiaries to provide or tell me/us about products and services that may be of interest to me/us.

You may elect not to receive further information about ING DIRECT or our products by calling, writing, or contacting us online, or by inserting a cross in this box

Representative person 1

Signature of representative 1
Date (DD/MM/YYYY)
 / /

Representative person 2 (if applicable)

Signature of representative 2
Date (DD/MM/YYYY)
 / /

Step 5: Account holder/s declaration (to be completed by the account holder/s)

By signing below:

1. I am/We are giving the appointed representative/s authority to deal with my/our account/s in accordance with the terms to operate.
2. I/We declare that:
 - a) I/We confirm that each person appointed on this form is at least 18;
 - b) I/We authorise the person/s described in Step 3 as my/our appointed representative/s;
 - c) This appointment is made in accordance with, and subject to, the terms to operate contained in this form; and
 - d) I/We confirm that I/we have read and accepted the terms to operate contained in this form.
3. I/We also understand that if the appointed representative abuses any of their powers under this authority, I/we may suffer loss. I/we have considered the need to seek advice from a lawyer or a financial counselor before signing.

Account Holder 1

Signature of account holder 1

Date (DD/MM/YYYY)

 / /

Account Holder 2 (if applicable)

Signature of account holder 2

Date (DD/MM/YYYY)

 / /

Terms to operate

Authority of appointed Representative

Authority of Non-Operating Representative

By appointing a Non-Operating Representative, I/we will be giving the appointed Representative the authority to obtain information ING DIRECT holds in relation to my/our nominated account/s. The appointed Representative cannot transact on or alter the details of the account/s.

Authority of Representative to Operate

Subject to other terms below, by appointing a Representative to Operate:

(a) I/We will be giving the appointed Representative the authority to exercise all my/our rights as an account holder in respect of my/our nominated account/s, in accordance with the terms and conditions of the account/s, including the following functions:

- accessing any information ING DIRECT holds in relation to the account/s;
- drawing cheques and other instruments on the account/s (if an account has that facility);
- setting up direct debits from the account/s;
- requesting payments from or redraws to a nominated account linked to the account/s;
- performing the obligations of the account holder/s under the account/s, including closing the account/s; and
- requesting to amend contact details on the account/s;

(b) I/we will also be giving the appointed Representative the authority to exercise all my/our rights as an account holder in respect of any account/s that I/we will hold in the future for which I/we have not given a separate appointed Representative Authority, where such account/s are the same type of account/s as I/we nominated under this Authority, in accordance with the terms and conditions of the account/s.

The appointed Representative cannot grant any of the above rights to another person, or change my/our or other third parties' authority to operate an account.

The appointed Representative is not authorised by virtue of this Authority to access any account/s by ATM/EFTPOS, telephone, or by using an interactive service. The appointed Representative is also not authorised by virtue of this Authority to request any increase in existing credit limits imposed on the account/s.

If the required identification document for the appointed Representative has not been provided the Representative will only be given a Non-Operating Representative Authority.

The following Terms to Operate apply to appointments of Non-Operating Representative and Representative to Operate:

Liability for dealings by appointed representative

I/We will be liable for any dealing with an account within the terms of this Authority, or any failure by the appointed Representative to comply with the terms of an account, as if that dealing or failure to comply were by me/us.

If there is more than one of us, we acknowledge that our liability is joint and several.

I/We will ensure that the appointed Representative has the opportunity to read the terms and conditions of the relevant account and complies with all obligations imposed on me/us under the terms and conditions of the account.

In the event of a conflict between this Authority and the account terms and conditions, the account terms and conditions will prevail.

Instructions given under authority

ING DIRECT has the right to delay, or seek further information, before acting on any instructions purporting to be given under this Authority. However, ING DIRECT is not obliged to seek further information or make any enquires in connection with any such instruction. ING DIRECT may take any instruction purported to be given under this Authority on face value. ING DIRECT has the right to refuse to act on any instructions understood to be given under this Appointment.

ING DIRECT's liability limited

To the maximum extent permitted by law, ING DIRECT is not liable for any loss or damage which may be suffered or incurred by me/us, or which may arise in connection with ING DIRECT acting on this Authority. Nothing in this Authority excludes any liability imposed on ING DIRECT which cannot by law be excluded. Where any term or condition imposing liability is implied through the operation of any law, and that term or condition cannot be excluded, ING DIRECT's liability under that term or condition will be limited to, at ING DIRECT's election:

- (a) Providing the services again; or
- (b) Paying a sum equivalent to the fees charged for providing the services.

Cancellation of this authority by ING DIRECT

ING DIRECT may cancel, or vary the terms of this Authority, by prior written notice to me/us and the appointed Representative.

Cancellation of this authority by the account holder/s

I/We can cancel this Authority by giving ING DIRECT written notice from me/us cancelling this Authority. The notice must be sent to ING DIRECT, Reply Paid 2682, Sydney NSW 2001. This Appointment is not cancelled until ING DIRECT receives and processes the notice.

Liability after cancellation

I/We will be liable for any transactions made, or instructions given to ING DIRECT, by the appointed Representative prior to the time that this Authority is cancelled, even though the transactions are debited to the account/s or the instructions are implemented after the time that this Authority is cancelled. This includes, without limitation, future dated payments, automatic debits, periodical payments or cheques established or drawn by the appointed Representative prior to the cancellation of this Authority.

Identification Documents

You need to choose either 1 document from List A or two documents from List B. Please note the certified copies will not be returned. The documents must verify the following details:

- Your full name; and
- Residential Address or Date of Birth

List A	List B
<p>Australian Driver’s Licence (must be current, show current residential address and photograph)</p>	<p>One of the documents</p> <ul style="list-style-type: none"> ▪ Birth Certificate (issued by a State or Territory in Australia) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ▪ A Citizenship Certificate (issued by the Commonwealth of Australia) <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ▪ Pension Card or Health Card (must be current and issued by Centrelink entitling financial benefits)
<p>An Australian Passport (either a current passport or a passport that expired within the last 2 years)</p>	<p style="text-align: center;">AND</p>
<ul style="list-style-type: none"> ▪ Proof of Age Card / NSW Photo Card (must be current and show date of birth and photograph) ▪ International Passport (current, containing a photograph and a signature and accompanied by a translation from a Professional Translator accredited by the National Accreditation Authority for Translators and Interpreters if not in English) 	<ul style="list-style-type: none"> ▪ A Social Security notice issued by the Commonwealth, State or Territory in the past 12 months containing your name and residential address which records financial benefits provided to you <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ▪ Notice Issued by the Australian Tax Office within the past twelve months that contains your name and residential address and records debts payable by you <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> ▪ A Rates or Utilities notice issued in the last 3 months containing your name and residential address and recording the provision of services to you/your address.

Document certification

Take the originals and copies of your identification documents to a document certifier from the list below. Ask them to follow the Instructions below.

1. A Pharmacist
2. A Justice of the Peace
3. A Notary Public Officer
4. A Medical Practitioner or Nurse
5. A Police Officer
6. An Accountant (CA/CPA)
7. A Legal Practitioner
8. A Full-time teacher (school or tertiary)
9. Bank/Credit Union/Building Society Officer with at least two years continuous service
10. A permanent employee of a Commonwealth, State/Territory or local government with at least two years continuous service

Certifier instructions

Once you (the certifier) have sighted the original proof of identity document and the copy and confirmed that both documents are identical on each page of the copy complete the following:

1. Certify as true copies by writing or stamping “I hereby certify that these pages are a true copy of the original document shown to me on [date]”
2. Sign each document and print your Name and Certifier Classification. For example; John Smith, Accountant

Below are the Privacy Statements for ING DIRECT and ING DIRECT Superannuation Fund. Both Privacy Statements apply for holders of ING DIRECT Superannuation Fund Accounts. The Privacy Statement for ING DIRECT applies for holders of banking accounts and the use of personal information by ING DIRECT.

Privacy Statement for ING DIRECT

At ING DIRECT, we are committed to ensuring the confidentiality and security of your personal information. We are bound by the Privacy Act 1988, including the Australian Privacy Principles (APPs) set out in that Act, to guide us in our responsible handling of your personal information.

By accepting the terms and conditions of your ING DIRECT account you consent to our collection, handling, use and disclosure of your personal information as described in this Privacy Statement. You can also review the ING DIRECT Privacy Policy on our website or request a copy by either calling or writing to us.

Collection of your personal information

Ordinarily, we'll collect most personal information about you directly from you.

Occasionally we may need to obtain personal information about you from a third party, but only if you've consented to us collecting the information in this way or you would reasonably expect us to collect the information about you in this way.

We'll collect personal information to provide you with information about a financial product or service; to assess your application and eligibility for a financial product or service; to provide you with the financial products and services that you've requested; to administer our relationship with you; and to communicate with you about ING DIRECT and the products and services we offer, and then only when it's necessary for, or related to, these purposes.

We'll also need to collect personal information necessary to comply with Australian and global legal or regulatory requirements that have extraterritorial application to ING DIRECT or the ING Group. For example, ING DIRECT has an obligation to identify customers for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

If you don't provide the personal information that we request, we will generally not be able to provide you with ING DIRECT products or services.

Use and Disclosure of your personal information

The general rule is that we will not use or disclose your personal information other than for the purposes stated at the time of the collection. If we want to use your personal information for another purpose, we will seek further consent from you, unless that other purpose is related to one of the original purposes of collection and you would reasonably expect us to use your personal information for that other purpose.

It may be necessary for ING DIRECT to disclose your personal information to certain third parties in order to assist us in providing, managing and administering your products or services or for other related purposes. These include:

i. Other financial institutions

Other financial institutions, such as banks, credit unions, building societies and payment services such as VISA, in order to set up and manage your account and manage banking transactions and, at their request, to provide an opinion or information about your credit worthiness, credit standing, credit history or credit capacity if you seek credit from them;

ii. Other organisations

Other ING Group entities and third parties, such as:

- other ING Group entities in order to service other products you may have within the Group and portfolio analysis;
- other ING Group entities located overseas for account administration, regulatory and security purposes;
- any person acting on your behalf including your financial adviser, power of attorney, solicitor or accountant;
- your referee(s);
- your guarantor(s);
- any person who introduces you to us, including mortgage intermediaries and agents;
- organisations undertaking reviews of the integrity of our operations, including the accuracy and completeness of our information;
- any third party product and service supplier that we have an arrangement with (so that either us or they may provide you with the product or service you have requested or in which you have expressed an interest);
- our solicitors, valuers and insurers (for loan products);
- credit reporting or information verification bodies (or their affiliated entities) in order to obtain and provide details about your credit history or status, to verify other information about you including your identity, to carry out your request to correct your credit information or to resolve your complaint about the handling, use or disclosure of your credit information;
- organisations involved in securitisation arrangements. These organisations include trustees of those arrangements, investors and their advisers;
- organisations who perform services or functions on our behalf (including mailing services, document storage services, direct marketing, data verification services, information technology support and printing our standard documents and correspondence);
- organisations undertaking compliance reviews of financial advisers or mortgage intermediaries; and
- organisations providing any of trustee, administration, custodial, insurance, broker and share trading and financial planning advice services in relation to superannuation.

Any example used above to indicate when we might disclose personal information may not be limited to those examples (or examples of a similar kind).

Personal information will only be disclosed to third parties other than those listed above if you have consented; if you would reasonably expect us to disclose information of that kind to those third parties; if we are authorised or required to do so by law; or it is necessary to assist with law enforcement.

We may have to send personal information overseas, for example, if required to complete a transaction or where we outsource a function to an overseas contractor. Your personal information may be accessed by staff in ING Group entities in Singapore and the Netherlands if necessary to: administer our relationship with you, that provide services or functions to ING DIRECT, for transactional reasons or to comply with Australian and global regulatory requirements applying to us or the ING Group.

Marketing

We, or other ING Group entities, may provide you with further information about ING Group products and services unless you tell us not to.

If you have provided an email address to us, we may contact you using that email address, including to provide you with information about ING DIRECT and the products and services that we and the ING Group offer. You may elect not to receive further information about us or our products and services by contacting us online, calling or writing to us.

Access to your personal information

You may request access to limited amounts of personal information that we hold about you – such as your address – by calling us on 133 464. For a more detailed request for access to information that we hold about you, you will need to write to the ING DIRECT Privacy Officer at GPO Box 4094, Sydney NSW 2001. Please note that requests for access to your personal information may only be made by you or by another person who you have authorised to make a request on your behalf, such as a legal guardian or an authorised agent. We will require you to verify your identity, or the identity and authority of your representative, to our reasonable satisfaction. Depending on the nature and/or volume of the information that you request, an access charge may apply, but not to your request for access itself.

Updating your personal information

Although we take reasonable steps to ensure that your personal information is accurate, up-to-date, complete, relevant and not misleading, we primarily rely on the accuracy of information that you supply to us. If any of your personal information is incorrect, has changed or requires updating, please assist by either:

- updating your details in the “My Personal Details” section found in your menu selection after you log in; or
- contacting us by phone with your Client Number ready.

Complaints

ING DIRECT is committed to resolving your privacy complaint as quickly as possible and has procedures in place to help resolve any problems or complaints efficiently. For more information on how to make a complaint and how complaints will be handled, see our complete Privacy Policy under “Making a privacy complaint”.

Data security

We take steps to protect your personal information from misuse, loss and interference. We also protect it from unauthorised access, modification, disclosure.

If we no longer require your personal information for a purpose, for example, to manage your financial product or provide you with a financial service, then we will take reasonable steps to securely destroy it or permanently remove all identifying features from that information.

Use of internet cookies

ING DIRECT may use cookies to assist you in accessing information on our websites which is of interest and relevance to you. Cookies are a way of storing information on your computer so you do not have to enter the same data every time you access our sites – for instance, your email address. We may also use cookies to capture general information about how you have found our website, or to track the number of visitors to a site, but we do not store any of your personal details when we do this.

How to contact us

If you have any further questions about privacy at ING DIRECT please contact us by:

- calling 133 464
- emailing customer.service@ingdirect.com.au
- writing to:
 - ING DIRECT Privacy Officer
 - GPO Box 4094
 - Sydney NSW 2001

Our Privacy Statement may be updated from time to time as we strive to improve the standard of service we provide to you.

Privacy Statement for the ING DIRECT Superannuation Fund

The ING DIRECT Superannuation Fund Privacy Policy details how we treat your personal information. The following provides an overview of the key aspects of the ING DIRECT Superannuation Fund Privacy Policy. For the purposes of the ING DIRECT Superannuation Fund Privacy Policy the terms ‘we’, ‘us’ or ‘our’ refer to the ING DIRECT Superannuation Fund (**Fund**) and/or ING DIRECT in its capacity as promoter of the Fund (**ING DIRECT**).

Collection of your personal information

Ordinarily, we'll collect most personal information about you directly from you. For instance, your personal information will be collected when you complete an application form or provide other forms of instructions relating to your account in the Fund, when you apply for insurance or submit an insurance claim or in response to a request for additional information.

Occasionally we may need to obtain personal information about you from a third party, but only if you've consented to us collecting the information in this way or you would reasonably expect us to collect the information about you in this way.

Use and disclosure of your personal information

We'll collect personal information to provide you with information about financial products or services; to assess your application and eligibility for financial products or services including in relation to the Fund; to establish and manage your account in the Fund; to administer our relationship with you; and to communicate with you about us and the products and services we offer, and then only when it's necessary for, or related to, these purposes.

We'll also need to collect personal information necessary to comply with our legal and regulatory obligations.

If you don't provide the personal information that we request, we will generally not be able to provide you with products or services in relation to the Fund.

It may be necessary for us to disclose your personal information to certain ING Group entities or third parties in order to assist us in providing, managing and administering your account in the Fund or for other related purposes. These include:

- the administrator of the Fund undertaking the administration and day-to-day operation of the Fund including establishing and maintaining member records, processing contributions, rollovers and benefits, and providing regular statements;
- the custodian of the Fund providing custody services;
- the insurer responsible for providing insurance cover and assessing insurance claims to members of the Fund;
- the broker or share trader responsible for buying and selling of listed securities;

- the provider of financial tools and calculators on the designated Fund website;
- the ATO as required by law, to administer your account in the Fund, to conduct searches on the ATO's Lost Member Register and to facilitate the consolidation of your superannuation with your consent;
- Government authorities as required or desirable in administering and conducting the business of the Fund, including in complying with relevant regulatory or legal requirements;
- the trustee of another fund where you request that your superannuation be transferred from another superannuation fund into your interest in the Fund or where you request that your superannuation be transferred into another superannuation fund;
- organisations providing financial planning services with which we have entered into an agreement for them to provide financial planning advice services to members of the Fund;
- organisations providing financial planning services with which we have entered into an agreement for them to provide financial planning advice services to members of the Fund;
- your financial adviser, your power of attorney, or your appointed representative;
- entities in the ING Group or Diversa Trustees Group in order to service the Fund or other products you may have within these Groups;
- ING Group entities located overseas for administration and security purposes;
- any third party product and service supplier that we have an arrangement with (so that either us or they may provide you with the product or service you have requested or in which you have expressed an interest);
- organisations who perform services or functions on our behalf;
- organisations undertaking reviews of the accuracy and completeness of our information;
- organisations undertaking identity verification services to verify information about you including your identity; and
- doctors, medical services or other organisations providing services in the collection, collation or assessment of personal information (including health information) for the purpose of assessing your claim.

Any example used above to indicate when we might disclose personal information may not be limited to those examples (or examples of a similar kind).

Personal information will only be disclosed to third parties other than those listed above if you have consented; if you would reasonably expect us to disclose information of that kind to those third parties; if we are authorised or required to do so by law; or it is necessary to assist with law enforcement.

We may have to send personal information overseas for example, if required to complete a transaction or where we outsource a function to an overseas contractor. Your personal information may be accessed by staff in ING Group entities in Singapore and the Netherlands if necessary to administer our relationship with you, for transactional reasons or to comply with regulatory requirements applying to us or the ING Group.

Marketing

We, or other ING Group entities, may provide you with further information about our products and services, the products and services offered by ING Group entities or any service providers in relation to the Fund, unless you tell us not to.

If you have provided an email address to us, we may contact you using that email address, including to provide you with information about us and the products and services that we and the ING Group offer. You may elect not to receive further information about us or our products and services by contacting us online, calling or writing to us.

Access to your personal information

You may request access to limited amounts of personal information that we hold about you that are readily available – such as your account balance or personal details – by calling us on 133 464. For a more detailed request for access to information that we hold about you, you will need to write to the ING DIRECT Privacy Officer at GPO Box 4307, Sydney NSW 2001.

Please note that requests for access to your personal information may only be made by you or by another person who you have authorised to make a request on your behalf, such as a legal guardian or an authorised agent. We will require you to verify your identity, or the identity and authority of your representative, to our reasonable satisfaction. Depending on the nature and/or volume of the information that you request, an access charge may apply, but not to your request for access itself.

Updating your personal information

We take reasonable steps to ensure that your personal information is accurate, up-to-date, complete, relevant and not misleading. For instance, we may ask you to confirm some of your details when you contact us. However, please contact us if you learn that any your personal information that we hold is incorrect, has changed or requires updating.

Complaints

We are committed to resolving your privacy complaint as quickly as possible and have procedures in place to help resolve any problems or complaints efficiently. For more information on how to make a complaint, see the complete ING DIRECT Superannuation Fund Privacy Policy under “What to do if you have a privacy complaint”.

How to contact us

If you have any further questions about privacy in relation to the Fund please contact us by:

- calling 133 464
- emailing customer.service@ingdirect.com.au
- writing to:
ING DIRECT Privacy Officer
GPO Box 4307
Sydney NSW 2001

Our privacy statement may be updated from time to time as we strive to improve the standard of service we provide to you.