

Notice to Home Loan customers



Important changes to your Home Loan Terms and Conditions.

What's happening?

Effective **15 December 2025**, we're updating the **Home Loan Terms and Conditions** dated 15 July 2025 that apply to your ING Home Loan.

We're making these updates to:

- Clarify how customers can make a change to nominated accounts.
- Clarify our obligations and your responsibilities under anti-money laundering and counter-terrorism financing laws and sanctions laws.
- Clarify that we publish notices about changes to certain things on our website.
- Clarify that an 'interactive phone service' means our 'self-service telephone banking accessed via touch tone phone', and that this service will be discontinued from 1 February 2026.
- Expand our Privacy Statement to explain how we collect and use biometric data, and automated decisioning in some of our processes.
- Simplify some of the language in certain areas e.g., ATM Fees and Rebates.

Summary of changes

Refer to the following table for details on the changes to the **Home Loan Terms and Conditions** that are effective from 15 December 2025:

Change summary	Change details
We have clarified you can submit an account nomination online or through post.	On page 45, Nomination accounts we updated 13.5.2: 13.5.2 You may change your <i>nominated account</i> , or any of the details of your <i>nominated account</i> , by submitting a signed online or paper form to us or calling us on 133 464. We will tell you what information we need and the procedure to follow when you contact us. Your new <i>nominated account</i> or requested changes will take effect when verified by us. Verification will take 3 to 10 <i>business days</i> , we will, however, process the changes earlier, if possible.



We have clarified what we may do with your information and who we may disclose to, in meeting our anti-money laundering and counter-terrorism financing and sanctions obligations under the law.

This includes, when you are in default under clause 15.1.1(l), we may collect and use:

- Sensitive personal information which includes details about your health, ethnicity, religious or political beliefs and biometric or genetic data (collected with explicit consent or where required by law)
- Customer identification information to verify and report your foreign tax residency status
- Any additional information as required by AML/CTF or sanctions laws
- Your details to screen them against applicable sanctions lists in order to take appropriate action where a match is identified which may result in transactions being delayed, blocked or refused.

We have also clarified we may disclose information about you or your loan account to Australian and overseas regulators, government agencies and other partners as required by law.

Across page 51 to 52, **15.2 Anti-money laundering and counter-terrorism financing** has been amended:

15.2 Notwithstanding any other rights we have, if you are in default in the circumstances described in clause 15.1.1(l) we may be required under applicable laws and regulations, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and any other legislation, regulations or rules that apply to us in respect of *anti-money laundering and counter-terrorism financing laws*, as well as Australian and international sanctions laws:

- (a) to collect and handle certain personal information about you. This may include:
 - I. Sensitive personal information such as health, ethnicity, religious or political beliefs, and biometric or genetic data (collected only with your explicit consent, or where required by law).
 - II. Customer identification information required to verify your identity, determine and report your foreign tax residency status, and comply with extraterritorial legal and regulatory requirements.
 - III. Additional information as required to meet *anti-money laundering and counter-terrorism financing laws and sanctions obligations*.
 - IV. Information about your transactions.
- (b) disclose information relating to you or your *loan account* to Australian and overseas regulators, government agencies, and other partners as required by law;
- (c) stop, prohibit, delay, block or freeze transactions;
- (d) close your home loan account or deal with it in any way required by law;
- (e) screen your details against applicable sanctions lists and take appropriate action if a match is identified, including delaying, blocking or refusing transactions;
- (f) undertake monitoring, reporting and record-keeping in line with our legal obligations; and
- (g) take other action required by law.



We're clarifying how and when we'll make changes to the Home Loan terms and conditions including the ability to publish notices on our website. Where we do this, we will send you a communication directing you to that notice.

We may do this when:

- imposing a new credit fee or charge, or changing the amount or frequency of a payment of a credit fee or charge; or
- changing the amount of repayments, the way in which repayments are calculated or when they're due; or
- changing the way interest is calculated or applied
- Changing an *interest rate* or *reference rate*.

We're making updates to remove the ability to ask for 'special clearance' of cheques to reflect this service is no longer available.

For *Visa Credit Card* holders, we've clarified when fees and rebates may apply.

We're updating our privacy statement to include more details as to how we collect, use and disclose your personal information.

We've updated and clarified:

- how we collect and use biometric data, and how it may be disclosed to verify your identity
- how some systems we have may make automated decisions using your personal information, and your rights are to request manual review, and that
- we may share your credit information with Credit Reporting Bodies

On page 55, at **When we'll notify you** – we explain when we may make a change to the terms and conditions and how we will notify you.

16.1.4 We will notify you when we make a change described in clauses 16.1.2(a) to 16.1.2(c):

- that doesn't reduce your obligations or extend the time for payment by at least 30 days' advance notice in writing to you (unless the change relates to an amount of a credit fee or charge or introducing a new credit fee or charge, in which case we may notify you in writing or by publishing a notice on our website, which we will confirm before or when we give your next statement of account. When we publish a notice, we will send you a communication that directs you to the notice; and
- that reduces your obligations or extends the time for payment, in your next statement of account after the change is made.

On page 57, we have also made a similar change to 16.1.6.

16.1.6 Where we change an *interest rate* or a *reference rate* and the change doesn't reduce your obligations, we'll notify you no later than the day the change takes effect either in writing or by publishing a notice on our website, which we will confirm before or when we give your next statement of account. When we publish a notice, we will send you a communication that directs you to the notice.

On page 64, we're removing the below **clause 18.11.2**.

If you want us to clear a cheque quickly you can ask us for special clearance. A fee may apply. You cannot get a special clearance for overseas cheques.

On page 82, **20.05 'ATM fees and rebates'** has been updated:

20.5 ATM fees and rebates

- You may be charged fees by third party ATM operators when you use your *Visa Credit Card* at an ATM.
- We may rebate some or all these third party ATM operator fees. For details, please refer to the Post-Settlement Fees and Charges booklet on our website.
- We may modify, introduce a cap or discontinue ATM fee rebates at any time.

On page 106 - **23. 'Do not disturb'** has been updated:

Privacy statement

At ING, we are committed to ensuring the confidentiality and security of your personal information. We collect and handle your personal information in accordance with our legal obligations, including those under the Privacy Act 1988 (Cth).

By applying for a home *loan* with ING, you consent to our collection, handling, use and disclosure of your personal information as described in this Privacy Statement. This Privacy Statement provides information about our collection of your personal information. ING's Privacy Policy should be read in conjunction with this Privacy Statement. It contains further details about our information collection and handling practices including information about:

- other ways we may collect, use or exchange your information;
- how you may exercise your rights to access and seek correction of your information;
- how to make a complaint about a breach of your privacy rights or about the way we handle your information; and
- our complaint handling procedures.



You can review the ING Privacy Policy on our website at ing.com.au/privacy or request a copy by either calling or writing to us.

Call:

133 464

Write to:

IBAL Privacy Officer GPO Box 4094
Sydney NSW 2001

▪ Collection of your personal information

We collect and handle your personal information, and the personal information of other individuals associated with your application where applicable (such as co-borrowers, *guarantors*, brokers), including name, contact details, identification information, credit related information, employment details and financial information.

Sensitive personal information is personal information relating to your health, ethnicity, religious or political beliefs, genetic or biometric data. We may collect your sensitive personal information if we have your explicit consent or when we are required to do so by applicable local laws and regulations such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (AML laws).

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 or the ING Group, including to identify customers under the AML laws, determine and report in respect of your Foreign Tax Residency Status.

▪ Use and disclosure

We use your information to determine your eligibility for a mortgage product, service your financial needs and improve our technologies to provide services to you.

We may use your biometric information such as face and fingerprints for authentication and/or verification or for access to mobile apps. Before collecting your information, we will provide you with specific information about the process and request your prior consent before processing your biometric information.

We may use our systems to make automated decisions based on your personal information that we collect from you or other sources such as credit reporting bodies. For example, our systems may evaluate and analyse your information to make decisions about your eligibility for a home loan. We create a profile of you when you apply for a *loan* or credit in order to assess if you can meet your financial obligations towards us and to ensure that we do not offer *loans* that are not suitable for you. We assess the risk connected to a contract with you via a method called credit-scoring. Your credit score is calculated based on automated decision-making. You have to achieve a pre-defined minimum-score to ensure an acceptable risk for us.

You can ask us not to make decisions based on automated scores alone or object to an automated decision and request that a human review the automated decision.

We may share your information with associated third parties such as other financial institutions, brokers, insurers, credit reporting bodies, legal services, and business and IT service partners and providers that help us to supply home *loan* products and services to you and in accordance with our legal and regulatory obligations, including those under the Privacy Act 1988 (Cth).

We may disclose your biometric data such as face or fingerprints for authentication and/or verification purposes such as ID document verification or identity authentication.

If you apply for credit with us or offer to act as *guarantor* for any of our customers, we will collect and share your personal information and your credit-related information with Credit Reporting Bodies (CRB), and/or we will collect your credit-related information from CRBs (Information Request). This is done for the purpose of determining your eligibility for credit (or your suitability to act as *guarantor*), and we may assess or rate your suitability for credit (or to act as a *guarantor*).

Please note:

(a) Your consent is not required for an Information Request.



- (b) A record of Information Requests may be used by, and as relevant, disclosed to CRBs or credit providers for the purpose of assessing your creditworthiness, including calculation of a credit score or credit rating, subject to any limitations on use or disclosure under applicable laws, regulations, or the Privacy (Credit Reporting) Code.
- (c) Generally, when a credit reporting body records an Information Request related to your application for credit, this may impact your credit score or rating, which might go up, down, or stay the same. This depends on factors such as the type of credit you're applying for, how many other Information Requests you've had recently, and other details in your report. An Information Request is more likely to lower your credit score if you make a lot of credit applications within a short period. If you apply for commercial credit or are a *guarantor* in relation to an application or credit, we can only do an Information Request with your consent.

We have added in a new defined term to explain what we mean by '**anti-money laundering and counter-terrorism financing laws**'

On page 123, the definition of **anti-money laundering and counter-terrorism financing laws** has been added:

anti-money laundering and counter-terrorism financing laws the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (Cth) and any other legislation, regulations or rules that apply to us in respect of anti-money laundering and counter-terrorism financing.

We're updating the definition of '**Interactive Service**' to clarify that an 'interactive phone service' means our 'self-service telephone banking accessed via touch tone phone', and to provide an update that this service will be discontinued from 1 February 2026.

We are also making wording updates to support this.

On page 127, the definition of '**Interactive Service**' will be updated to mean:

any service where you can access your accounts electronically using a secret code, such as an Access Code and/or your Identifiers. It includes our self-service telephone banking accessed via touch tone phone, mobile banking and the ING website. Please note that self-service telephone banking via touch tone phone will be discontinued from 1 February 2026.

We've added in a new definition of '**sanctions laws**' and updated our terms and conditions to clarify that any rights in respect of anti-money laundering and counter-terrorism financing laws expand to sanctions laws.

This includes clarifying when we may refuse to lend you money, limit or refuse access to redraw or what steps we can take when you are in default.

We've also clarified that we may cancel or suspend access to our *interactive service* if you are travelling to or reside in a sanctioned jurisdiction.

You can find a list of what jurisdictions are sanctioned, on our website.

On page 131, the definition of '**sanctions laws**' or '**sanctions obligations**' has been added:

sanctions laws or sanctions obligations means any Australian or international laws, regulations, rules or government directives relating to the imposition, implementation or enforcement of economic or trade sanctions, restrictions or prohibitions. This includes, without limitation, laws administered by the Australian Government (such as the Autonomous Sanctions Act 2011 (Cth) and associated regulations), as well as sanctions laws and regulations administered by foreign authorities (including the United Nations, the United States Office of Foreign Assets Control (OFAC), the European Union, and the United Kingdom).

The following clauses have been updated to include a reference to '**sanctions laws**':

- **When we can't lend you money** (when we reasonably form the view you pose a 'high risk') Clause 1.2(g)
- **Redraw facility** (and when we can refuse access) - Clause 2.3.3(e)
- **When you are in default** (when we reasonably believe continuing the contract will cause us to breach a relevant law or represent an unacceptable level of risk) - Clause 15.1.1(l)(i), (ii), (iii)
- **Termination of use** - (we may suspect or cancel access to our *interaction services* without notice, if you are travelling to or residing in a sanctioned jurisdiction) Clause 19.12.3
- **Cancelling your Visa Credit Card** - (we may cancel your *Visa Credit Card* if we view it necessary to comply with AML and/or sanctions obligations) - Clause 20.9.1



We updated the Information Statement to align with the updated language of the law which has removed the requirement to publish in a newspaper.

On page 137, the following will be updated to refer to changes will be notified by the credit provider:

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 by your credit provider.
- 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.

All other terms of the **ING Home Loan Terms and Conditions** remain unchanged.

Where to get a copy

The updated **Home Loan Terms and Conditions** will be available at ing.com.au from 15 December 2025. The current version of this document is available until this date.

