

Form D

Change of security



Instructions for completion

1. Scan your completed (signed and dated) form and gather all required documents:

Required documents

- Copy of the contract of sale for the property being sold
- Copy of the contract of sale for the property being purchased (if available)

2. Email application and required documents to: **mortgage.assessment@ing.com.au**

Fee guide

This is a guide to fees that may apply to your variation request:

Variation Fee (not applicable for Orange Advantage account holders)	\$250
Valuation Fee (see point 3 below)	\$225

1. Additional legal costs/government charges may be payable for loan variation requests.
2. Unless we tell you otherwise, fees are due on or prior to settlement and are non refundable. The valuation fee is payable even if the variation does not proceed.
3. A valuation fee, usually \$225 per property (incl. GST) may apply, subject to the date of previous valuation and overall loan-to-value ratio. A higher fee may apply dependent on the value and location of the property. This fee is non refundable and payable even if the variation does not proceed (ING will waive the first valuation fee where a customer applies for or holds an Orange Advantage loan for variation requests).
4. If you make changes to a fixed rate loan, break costs may be payable in certain circumstances. Break costs may be substantial. You should refer to the [Home Loan Terms and Conditions](#) for details and contact us on 133 464 for an indicative break cost.
5. There may be other fees associated with your loan variation, such as Lenders Mortgage Insurance. These fees will be payable on or prior to settlement.

Step 1: Account details

Please nominate the account(s) that the changes will apply to:

Step 2: Changing my loan security

Please release the existing security on:

Street address	Suburb	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Proposed settlement date (DD/MM/YY) / /

Are you looking at substituting the existing security?

☐ Yes, complete the below ☐ No, move onto 'My post settlement address'

Please substitute the existing security with the following property located at:

Street address	Suburb	State	Postcode
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Is this property being purchased? ☐ Yes ☐ No

Purchase price/value \$ Proposed settlement date (DD/MM/YY) / /

Please supply copies of the contract of sale, purchase contracts or anticipated sale price. Please also supply your solicitor's (or representative's) details below, if they are not shown on the contracts.



My post settlement address (if changed)

Street address

Suburb

State

Postcode

Solicitor or Representatives details

Solicitor's firm

Contact name

Phone number

Street address

Suburb

State

Postcode

If property was sold, proceeds of sale to be disbursed to ING loans as follows (where applicable):

Loan account number

Remain unchanged

☐

Repay in full and close

☐

Reduce balance and limit

☐

Amount to be paid to the account

\$

\$

Step 3: My details

Borrower details

Surname

Borrower 1/Guarantor 1

Borrower 2/Guarantor 2

First name and middle name

Mother's Maiden Name

(mother's original surname/family name)

No. of dependants

Age of dependants

Nationality

Residential status

(e.g. Buying, mortgaged, renting, boarding, living with parents, etc)

Email address

Has or will your employment change as a result of this move?

☐

Yes

☐

No

Step 4: Declarations

Privacy notification

At ING we recognise that privacy and security of personal information is important to our customers.

We respect the confidentiality and security of your personal information and we are committed to protecting it at all times.

1. Collection and use of your personal information

ING collects 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 manage your account(s) and otherwise administer our relationship with you; and to communicate with you about ING and the products and services we offer, and then only when it's necessary for or related to these purposes. We also collect any personal information necessary for the purposes of complying with our legal and regulatory obligations, including the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

By completing and signing this form you consent to our collection, use and disclosure of your personal information as outlined in this privacy statement. If you do not provide your personal information, we may be unable to provide you with ING products or services.

2. Disclosure of your personal information

You consent to us disclosing your personal information to

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 to process banking transactions.

ii Other organisations

ING Group entities and/or third parties, such as:

- ING Group companies in order to service other ING products you may have within the Group and portfolio analysis;

- ING Group entities located in the Netherlands and Singapore for account administration, regulatory and security purposes or to comply with Australian and global regulatory requirements that apply to us or the ING Group;
- 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 undertaking reviews of the integrity of our operations, including the completeness of our information;
- Authorised organisations providing 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);
- 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; and
- Any person acting on your behalf including mortgage intermediaries, your financial adviser, power of attorney, solicitor or accountant.

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.



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- 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 undertaking reviews of the integrity of our operations, including the completeness of our information;
- Authorised organisations providing 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);
- 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; and
- Any person acting on your behalf including mortgage intermediaries, your financial adviser, power of attorney, solicitor or accountant.

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3. Collection, use and disclosure of your credit information

By making this application, you agree that subject to the Privacy Act ING and any other financier who at any time provides or has an interest in the credit, can do any of the following at any time:

i Commercial credit information

Collect any commercial credit information from a business that provides commercial credit worthiness information and use that information to

assess an application for consumer credit or commercial credit.

ii Consumer credit information

Collect any consumer credit information from credit reporting bodies and use that information to assess an application for consumer credit or commercial credit.

iii Collection of overdue payments

Collect and use a credit report provided by a credit reporting body to collect overdue payments.

iv Provide information to mortgage insurer

Disclose information to a mortgage insurer to assess the risk of providing mortgage insurance; to assess the risk of default; to assess the risk of a guarantor being unable to meet a liability arising under a guarantee; to administer and vary the insurance cover including for securitisation and hardship applications; to verify information that we collect about you; to deal with claims and recovery of proceeds including, among other things, to enforce a loan in place of a lender if the mortgage insurer pays out an insurance claim on your loan; for a mortgage insurance purpose relating to you; and for any other purpose under the insurance policy issued to us relating to your loan, as well as for other management and risk purposes.

v Exchange of information between credit providers

Collect, use or disclose to another credit provider (including without limitation any other credit provider who has lent money on the same security) any information or opinion about credit worthiness, credit standing, credit history or credit capacity.

vi Exchange of information with introducers

Collect any consumer or commercial credit information from, or disclose that information to, any introducer, financial consultant, accountant, lawyer, or intermediary (including any introducer mentioned on the front page of this application form) acting in connection with any financing provided.

vii Provide information to credit reporting bodies

Disclose to credit reporting body personal or commercial credit-related information. The information may include identity particulars; the fact that credit has been applied for, the amount and type of credit and the applicable terms and conditions; repayment history information; the fact that the lender is a current credit provider; in specified circumstances payments which become overdue more than 60 days, and for which action has been commenced; advice that payments are no longer overdue; in specified circumstances our opinion that there has been a serious credit infringement; and the credit provided has been paid or otherwise discharged and the date on which this occurs.

viii Provide information for securitisation

Disclose any report or personal information to another person in connection with funding financial accommodation by means of an arrangement involving securitisation.

ix Provide information to guarantors

Disclose information to any person who proposes to guarantee or has guaranteed repayment of any credit provided.

x Provide information in relation to disputes and enquiries

Disclose consumer credit information, commercial credit information, and personal information to any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of your loan.

xi Authority in relation to a mortgage insurer

You also agree that this authority applies to any mortgage insurer, who may have to use, hold and disclose to third parties (including third parties located overseas) any personal information they collect about you from us in order to assess whether to insure the risk of providing mortgage insurance; to assess the risk of default; to assess the risk of a guarantor being unable to meet a liability arising under a guarantee; to administer and vary the insurance cover including for securitisation and hardship applications; to verify information that we collect about you; to deal with claims and recovery of proceeds including, among other things, to enforce a loan in place of a lender if the mortgage insurer pays out an insurance claim on your loan; for a mortgage insurance purpose relating to you; and for any other purpose under the insurance policy issued to us relating to your loan, as well as for other as well as for other management and risk purposes.

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guarantor being unable to meet a liability arising under a guarantee; to administer and vary the insurance cover including for securitisation and hardship applications; to verify information that we collect about you; to deal with claims and recovery of proceeds including, among other things, to enforce a loan in place of a lender if the mortgage insurer pays out an insurance claim on your loan; for a mortgage insurance purpose relating to you; and for any other purpose under the insurance policy issued to us relating to your loan, as well as for other as well as for other management and risk purposes.

Our website includes information about credit reporting, including details of the credit reporting bodies that we deal with, what information we provide to credit reporting bodies (including if you fail to meet your payment obligations or commit a serious credit infringement) and what information credit reporting bodies provide to other credit providers, your right to request credit reporting bodies not to use your credit reporting information for the purposes of direct marketing and information about your right to initiate a 'ban period' in cases of actual or suspected identity fraud. You can access this information at <http://www.ing.com.au/privacy.htm>.

4. Access, correction and complaints

Our Privacy Policy contains information about how you:

- can access your personal information that we hold and seek the correction of that information; and
- may complain about a breach of the Australian Privacy Principles, Part IIIA of the Privacy Act, or the Credit Reporting Privacy Code, and how we will deal with such a complaint.

5. 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. You may elect not to receive further information about us or ING Group products and services by contacting us online, calling or writing to us. 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 or our products.

Our privacy statement may be updated from time to time, as we strive to improve the standard of service we provide to you. If you would like further information regarding privacy, you can review our current Privacy Policy online at ing.com.au or request a copy by either calling or writing to us.

This privacy statement applies to ING, a business name of ING Bank (Australia) Limited.

Declaration

I/We have completed or arranged for completion of and read and understood the particulars set out in this form and declare them to be true and complete. The representations have been made to ING to enable it to determine whether or not to approve my/our loan variation request and I/we understand and acknowledge that ING is relying on the information provided by me/us in this form in determining whether to approve my/our loan variation request.

I/We hereby authorise ING to make any other enquiries in relation to this loan variation which it, acting reasonably, considers necessary. I/We also understand that this form does not in any way constitute an offer to lend or vary my/our loan contract.

Despite any representations which may be made to us by any person, I/we understand and acknowledge that ING is not bound to approve this loan variation request, and is not to be treated as having approved this loan variation until I/we receive a Letter of Offer/Loan Variation Confirmation from ING confirming approval of the loan and listing the approval conditions, if any. I/We understand that no loan can settle until those conditions have been met.

Where the borrower is a company, it authorises each director of the company named as an authorised signatory on the "Authority to Operate" form to operate its loan account in all respects as if they were a borrower under the loan. This authority does not extend to the authorised signatory amending or revoking this authority or authorising other persons to operate the loan account (in which case all authorised signatories must agree). This variation request is executed below in accordance with the constitution of the company by two directors/a director and the secretary/the sole director and sole company secretary (as applicable) of the company.

I/We understand that ING does not express an opinion as to the viability of any investment that may be the subject of this loan and does not accept any liability in respect of any loss or damage, I/we may sustain as a consequence of:

- a) the failure of the investment to perform as expected or,
- b) a change in my/our circumstances.

I/We understand that I/we may be required to pay a non-refundable valuation fee at the time of my/our application using the payment method set out in Options 1, 2 and 3 under section G.

I/We understand that fees and charges will apply (these fees and when they are payable will be set out in any Loan Offer/Loan Variation Confirmation that you give me/us).

Electronic Documents and Communications

By signing below, I/we consent to receiving and signing my/our loan documents electronically. I/We understand that if I/we wish to receive paper loan documents I/we can contact ING. In addition, I/we consent to receiving documents and notices from ING in relation to my/our home loan, including statements, electronically. Documents and notices may be sent by email, or be made available for retrieval from a website. By providing this consent, I/we understand that I/we may no longer receive paper documents from ING, and that I/we must regularly check electronic communications (e.g. email) for documents and correspondence from ING. I/We understand that I/we can withdraw this consent at any time. Despite this consent, ING reserves the right to send any document or notice in paper form to my/our postal address. I/We understand that any broker who assisted with my/our loan application may also receive an electronic copy of my/our loan documents.

To the best of my/our knowledge and belief, all the information given in this form is true and correct.

Borrower 1/ Guarantor 1/ Director 1 (Full Name)

Borrower 1/ Guarantor 1/ Director 1 (Address)

Signed by Borrower 1/ Guarantor 1/ Director 1 Date (DD/MM/YY)

 / /

Borrower 2/ Guarantor 2/ Director 2 (Full Name)

Borrower 2/ Guarantor 2/ Director 2 (Address)

Signed by Borrower/Guarantor 2/ Director 2 Date (DD/MM/YY)

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