



# Home Loan Supplementary Details Guarantor

This document relates to the application for credit by

Type of facility and amount

RM State

Reference number

Application number



## Purpose of this form

By signing this form, you give us permission to collect, use and exchange your information with others. This form also tells you about our privacy practices.

You must give us accurate and complete information, otherwise we may not be able to provide the facility you are being asked to guarantee.

'you' includes individual guarantors and any person who holds office in an entity which is a guarantor.

'we' means Commonwealth Bank of Australia and its agents.

'Group' means us and our subsidiaries.

'your information' means information about you or your entity (such as name and contact details), your interactions with us and your credit history (such as amount borrowed, whether you fail to make any repayments on time and information obtained from credit reporting bodies). It may also include publicly available data about you.

## Part A – Acknowledgement and Consent Proof of Identity Details (Guarantor)

### What you need to know

#### 1. Why we collect your information and what we use it for

We collect your information to assess whether to accept you as a guarantor. If you are giving a mortgage in certain States, we collect your information to identify you in accordance with property laws, e.g. the *Real Property Act* in NSW. We also collect it to administer our customer relationships, for internal processes including risk management, to meet our obligations in relation to external payment and credit reporting systems and for our own funding arrangements.

#### 2. Exchanging information with CRBs and others involved in credit

We exchange your information with credit reporting bodies (CRBs); other credit providers; persons who are involved in arrangements that provide funding to us; and third parties providing fraud detection services in order for us or them to:

- decide whether to accept you/your entity's offer to act as guarantor or advise as to risks of acceptance;
- manage credit guaranteed by you/your entity and collect overdue payments; and
- facilitate or manage funding arrangements.

If you don't meet your payment obligations, we may be entitled to disclose this to a CRB.

You authorise CRBs to disclose your information (including consumer credit information) to a trade insurer in order for that insurer to assess the risks relating to providing insurance to us.

The CRBs we use are:

Equifax: [www.equifax.com.au](http://www.equifax.com.au)

Experian: [www.experian.com.au/credit-services](http://www.experian.com.au/credit-services); and

Illion: [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

See our Privacy Policy for how to access CRB credit information handling policies and information about your rights if you suspect you may be a victim of identity fraud and regarding use by CRBs of your information for marketing purposes.

You have rights to access any credit-related information from us, to request us to correct the information, and to make a complaint to us in relation to the information.

#### 3. Other people we may exchange your information with

You authorise us to exchange your information with members of the Group who may use your information for any of the purposes we can.

We may also exchange your information with others outside the Group, for example, any applicant under a facility you are being asked to guarantee and their legal and financial advisors, your employer (to verify your identity) or representatives, mortgage insurers, brokers and agents who refer the borrower's business to us, our service providers, other financial institutions, debt collectors and debt purchasers and relevant public registers.

Sometimes, it may be necessary to send your information overseas – for example, where we outsource functions overseas or send information to Group members overseas. See our Privacy Policy for more information.

#### 4. Privacy Policy and how to contact us

Please visit [commbank.com.au](http://commbank.com.au), (follow the **Privacy Policy** link) to view the most recent copy of our Group privacy policy.

You can also obtain a copy from any branch of the Bank.

Please read the policy in conjunction with this form.

It tells you about:

- other ways and reasons we may collect, use or exchange your information;
- how you may access and seek correction of your information; and
- how to complain about a breach of your privacy rights (including credit reporting rights) and our complaint handling procedures.

You can also contact us about privacy issues:

- Email: [customerrelations@cba.com.au](mailto:customerrelations@cba.com.au);
- Phone: **1800 805 605**; or
- Mail: write to the address in our Privacy Policy.

## Part A – Acknowledgement and Consent Proof of Identity Details (Guarantor) (continued)

### What you need to do

**1. Show proof of your identity** – Your broker or lender will explain our requirements.

**2. Read these acknowledgements, and if you agree, complete your details and sign below.**

I acknowledge that the details provided below are true and correct and:

- I have read this form and authorise you to collect, use and exchange my information in the ways indicated in this form and in the Group Privacy Policy;
- If I change my personal details (for example address or email address), I will inform you as soon as possible; and
- All consents I am granting continue for so long as the guaranteed facility remains in effect and apply to both the applying for and ongoing management of the facility.

Name of Authorised Person(s) (e.g. solicitor/accountant/broker, but not real estate agents or builders)

Guarantor/Director of Corporate Guarantor 1 (full name required)

Signature of Individual/  
Director of Corporate Guarantor 1

Date

Guarantor/Director of Corporate Guarantor 2 (full name required)

Signature of Individual/  
Director of Corporate Guarantor 2

Date

### Broker use only

#### Guarantor 1

Identification completed in country

Date

#### Guarantor 2

Identification completed in country

Date

☐ **I certify that** I have interviewed the guarantor separately to the borrower (unless the guarantor is a director of a corporate borrower)

Broker ID

Signature

Date

## Part B – Election under the Banking Code of Practice (Director Guarantors)

Name of Guarantor 1

Name of Guarantor 2

Name of Borrower

(“Borrower”)

We are advised that you, as a Director of the Borrower, are considering providing a Guarantee in support of the Borrower's facilities. Details of those facilities, as well as important information concerning your role as Guarantor, are being provided to you separately.

**Note:** This form may be used when the Director Guarantor is present (‘Face to Face Option’) or where the Director Guarantor is contacted by telephone (‘Telephone Option’).

### Part B1 – General information (applied in all cases)

#### A. Banking Code of Practice protections for Guarantors

The Banking Code of Practice (‘Code’) has certain provisions designed to protect Guarantors and proposed Guarantors. Generally, we are required to:

- a) provide Guarantors with certain material concerning the Borrower and the proposed facilities; and
- b) allow Guarantors until the third day following the receipt of that material, before will accept a guarantee from them.

#### B. Information which must be given to you

The Code provides you with the right to receive the following documents which contain important information that may affect your decision to give a guarantee. You may choose not to receive some or all of the documents, and we will not influence your choice.

If you do not wish to receive this information, please mark the boxes for each item you do not want to receive.

		Guarantor 1	Guarantor 2
<b>Documents not required</b>			
i)	The proposed facility agreement and a list of any related security contracts;	<input type="checkbox"/>	<input type="checkbox"/>
ii)	any related credit report from a credit reporting body;	<input type="checkbox"/>	<input type="checkbox"/>
iii)	any current credit-related insurance contract that is in our possession;	<input type="checkbox"/>	<input type="checkbox"/>
iv)	any financial accounts or statement of financial position the borrower has given us in the previous two years for the purposes of the guaranteed facility; and	<input type="checkbox"/>	<input type="checkbox"/>
v)	the latest statement of account relating to the facility for a period in which a notice of demand was made by us AND any notice of demand we have made on the borrower for the guaranteed facility, or any facility the borrower has (or has had) with us, within the previous two years.	<input type="checkbox"/>	<input type="checkbox"/>

**Part B2 – ‘Face to Face’**

**Elections under the Code**

- a) The nominations you have made regarding the information and documentation required to be provided by us to you are noted in clause B above. Where the boxes are ticked, this indicates that you have advised us that you are electing **not to receive** the information described in the sub-Clause opposite that box.
- b) After receiving the information required to be given to you under the Code, we recommend you take at least three days to consider whether you wish to provide the Guarantee. If you choose to return your signed Guarantee earlier, we will take this as an indication of your choice to **waive your right to wait three days**.

**Acknowledgment by Proposed Director Guarantor(s)**

Please note that, by signing below, you are confirming that you:

- **have read and understood the information set out above in relation to your rights to receive material under the Banking Code of Practice; and**
- **do not wish to receive the information relating to the Borrower nominated by ticking the boxes in Clause B above.**

Signature of Guarantor 1

Date

X

Signature of Guarantor 2

Date

X

**Part B3 – ‘Telephone’**

**A. Elections under the Code**

- a) Where we have spoken to you already, the nominations you have made regarding the information and documentation required to be provided by us to you are noted in clause B above. Where the boxes are ticked, this indicates that you have advised us that you are electing **not to receive** the information described in the sub-Clause opposite that box.
- b) **If, however, the nominations are incorrect or the information or documentation you have received is incomplete and you wish to receive further information, please contact us immediately. If we do not hear from you prior to you executing the Guarantee, we will assume that you are satisfied with the information and documentation provided. Please also ensure that you are aware of your right to wait three days before returning your documents.**

**B. Contact unable to be made**

Where we have not been able to contact you, we have assumed that your election is to receive all of the required information.

**Broker use only**

☐ To be signed only after telephone interview

**I certify that** I have explained to the Guarantor(s) above their entitlements under the Banking Code of Practice. I have also recorded the Guarantor’s nominations by ticking the boxes above.

**Or**

☐ **To be signed where Bank unable to contact Director Guarantor(s)**

**I certify that, on** , I attempted to contact the Guarantor(s) above by telephone but was unable to do so.

Full name of Broker (please print)

Signature of Broker

X

**Note:** The Bank requires the original of this section prior to settlement of loan(s).

## Part C – Guarantor's Servicing Acknowledgements



**Servicing Guarantor support is only acceptable if there is at least one non-personal borrower.**

The purpose of this form is to acknowledge that Guarantor's income is required to service and/or repay the loan facility.

**This is an important document.**

**Read it carefully.**

**If necessary have it translated and be sure you understand what it means.**

### Part C1 – To be signed by the Borrower(s)

Based on information that the Borrower(s) and the Guarantors named below have provided to the Bank, the Bank has assessed that the income of the Guarantor will be required to service and/or repay the facility that may be provided to the Borrower(s).

Full name of Guarantor 1

Full name of Guarantor 2

#### Acknowledgement by Borrower(s)

I/We acknowledge that:

1. I/we and the guarantor(s) considered the option of I/we (the borrower) obtaining a loan of the maximum which the Bank would be likely to lend based on my/our income and commitments (without the guarantor's assistance) and the guarantor borrowing the balance of the finance sought (which the guarantor would give or lend interest free to me/us);
2. I/we decided instead to apply for a loan for the full amount in my/our name on the understanding that the Bank would have declined the loan application but for the guarantor's agreement to assist the borrower make repayments;
3. based on the information provided to it, the Bank considers that the guarantor will be required to assist me/us by contributing to instalments or repayments under any loan contract or to repay the loan;
4. without the guarantor's continued assistance I/we will be unable to repay the loan;
5. I am however responsible for the full repayment of the loan and every payment due under the loan whether or not the guarantor(s) assist me as expected;
6. and the amount of repayments which I/we will be required to make may increase due to unforeseen circumstances, including illness or unemployment of the guarantor, other changes in the guarantor's financial circumstances or increases in interest rates;
7. the Bank has recommended that I/we obtain independent legal and financial advice.

Full name of Borrower 1

Signature of Borrower 1

Date

Full name of Borrower 2

Signature of Borrower 2

Date

#### Broker use only

I, the Broker named below, have discussed each of the above points 1 to 6 with the borrower(s).

Full name of Broker

Signature of Broker

Date



**Servicing Guarantor support is only acceptable if there is at least one non-personal borrower.**

The purpose of this form is to acknowledge that Guarantor's income is required to service and/or repay the loan facility.

**This is an important document.**

**Read it carefully.**

**If necessary have it translated and be sure you understand what it means.**

**Part C2 – To be signed by the Guarantor(s)**  
**(Not to be signed in the presence of the borrower.)**

Based on information that the Borrower(s) and the Guarantors named below have provided to the Bank, the Bank has assessed that the income of the Guarantor will be required to service and/or repay the facility that may be provided to the Borrower(s).

Full name of Borrower 1

Full name of Borrower 2

**Acknowledgement by Guarantor(s)**

I/We acknowledge that:

1. I/we and the borrower considered the option of the borrower obtaining a loan of the maximum which the Bank would be likely to lend based on the borrower's income and commitments (without the guarantor's assistance) and I/we borrowing the balance of the finance sought (which I/we would give or lend interest free to the borrower);
2. I/we agreed instead that the borrower apply for a loan for the full amount in the borrower's name on the understanding that the Bank would have declined the loan application but for my/our agreement to assist the borrower make repayments;
3. without my/our assistance the borrower will be unable to repay the loan;
4. based on the information provided to it, the Bank considers that I/we will be required to assist the borrower by contributing towards instalments or repayments due under any loan contract or to repay the loan;
5. the amount which I/we will be required to assist the borrower make repayments may increase due to unforeseen circumstances, including illness or unemployment of the borrower, other changes in the borrower's financial circumstances or increases in interest rates;
6. if the borrower is unable to make repayments I/we may be liable as guarantor(s) for the full amount of the repayments;
7. if the repayment obligations are not met I/we may be responsible for the whole loan debt;
8. the Bank may not control how loan funds are used and they may not be used for the stated purpose;
9. I/we can withdraw from my/our offer to provide a guarantee at any time before credit is provided under the contract I/we have been asked to guarantee; and
10. the Bank has recommended that I/we obtain independent legal and financial advice.

Full name of Guarantor 1

Signature of Guarantor 1

Date

Full name of Guarantor 2

Signature of Guarantor 2

Date

**Broker use only**

I, the Broker named below, have discussed each of the above points 1 to 10 with the guarantor(s).

Full name of Broker

Signature of Broker

Date