



Bank of
Melbourne

Important information for customers with automotive finance contracts of \$1,000,000 or less.

Have you entered into, renewed or varied an *automotive finance contract* of \$1,000,000 or less since 12 November 2016? If so, the changes below will apply to your contract.

What is changing and what does it mean for you?

We have a strong commitment to supporting our customers and improving the way we do things. With this in mind, we're strengthening protections under *automotive finance contracts*, to make them more favourable for our customers. This has been done in consultation with the Australian Securities and Investments Commission and the Australian Small Business and Family Enterprise Ombudsman.

The changes take effect from 22 December 2017 and apply to *automotive finance contracts* entered into, renewed or varied since 12 November 2016 (including renewals and extensions that occur automatically when you retain goods after the end of your *automotive finance contract*). This notice describes the changes.

Is there anything you need to do?

No – you'll automatically receive the benefit of the changes described in this notice without the need for any update to your terms and conditions (so you won't receive new terms).

We're here to help.

If you have any concerns or questions about your financing arrangements, please contact your Relationship Manager or call 13 82 66.

What's changing?

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| Entire agreement clauses | We won't rely on clauses that limit our agreement with you to the written <i>automotive finance contract</i> . This means statements we make to you (in writing or otherwise) can form part of our agreement. |
| General indemnity clauses | If something goes wrong, we're limiting the kinds of loss we'll ask you to cover. If your <i>automotive finance contract</i> includes a general indemnity, we'll: <ul style="list-style-type: none">• only seek to recover losses that are a direct result of the matters covered by your general indemnity, and• not rely on the general indemnity to claim losses which arise from negligence, fraud or wilful misconduct of:<ul style="list-style-type: none">– any of our (or our related entities') employees, contractors or agents– any receiver or receiver and manager we appoint when exercising our rights as a holder of a security. |
| Unilateral variation clauses | Your <i>automotive finance contract</i> allows us to make changes to fees and charges at any time, without your agreement. We'll give you at least 30 days' notice of these changes. |

What's changing?

What can trigger default or repudiation

We can exercise certain rights under your *automotive finance contract* only after a default or after you are taken to have repudiated the contract (eg because you breach a fundamental term). We'll only exercise those rights if one or more of the following occurs.

- you or a guarantor don't pay any amount payable under the *automotive finance contract* or a supporting security interest within 2 business days after its due date
- any of the following happen:
 - you (or, other than for a *goods loan* or a *lease*, a guarantor) become *insolvent*
 - another creditor takes *enforcement proceedings* against you (but this doesn't apply to a *fixed rate loan*)
- you or a guarantor give us incorrect, incomplete or misleading information or make misleading or incorrect declarations or representations to us in connection with your *automotive finance contract* and we consider this materially increases our security risk
- you don't maintain the insurance we require (unless the failure can be rectified and is rectified within 30 days after we ask you to do so or any longer period we agree)
- you don't comply with an obligation not to create or allow another interest in, or dispose, or part with possession of the *goods* or any property over which we have a security interest (or attempt to do so)
- you don't comply with an obligation:
 - to protect our interest in the *goods*
 - to keep the *goods* in good repair or condition or maintain records relating to the *goods*
 - relating to attaching the *goods* to any property
 - where you have a *goods loan*, to comply with laws or requirements of an authority in connection with the *goods*, or to maintain any necessary registration,(unless the failure can be rectified and is rectified within 30 days after we ask you to do so or any longer period we agree)
- we:
 - call for early repayment of money owing under a separate financing arrangement you have with us (but this doesn't apply to a *goods loan*); or
 - otherwise enforce a security interest we hold over your (or, other than for a *lease*, a guarantor's) assets in connection with any *automotive finance contract*,because of an event of default (however described) under that arrangement (but only if the event of default is of a type that would be permitted if unfair contract terms laws applied to that arrangement)

How does this notice affect security documents and novation agreements?

If we need to enforce our rights under any securities (eg guarantees, goods security) given to us for your *automotive finance contract*, we'll exercise our rights under those securities in a way that is consistent with our commitments described above.

We'll also exercise our rights under any novation agreement associated with a *novated lease* in a way that is consistent with our commitments described above.

What's changing?

Meaning of terms

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| <p>automotive finance contract</p> | <p>is our agreement with you under a St.George, St.George Finance Limited, St.George Motor Finance Limited or Bank of Melbourne:</p> <ul style="list-style-type: none"> • goods schedule together with: <ul style="list-style-type: none"> – lease agreement terms and conditions – general (<i>lease</i>) – hire purchase agreement terms and conditions – general (<i>hire purchase</i>) – rental agreement terms and conditions (<i>rental agreement</i>) <p>where the total rent instalments are \$1,000,000 or less at the time of the agreement, renewal or variation</p> <ul style="list-style-type: none"> • <i>goods loan</i>, <p>in each case, where the contract is established through a motor dealer or our Customer Contact Centre or is a <i>novated lease</i></p> |
| <p>enforcement proceedings</p> | <p>means a person:</p> <ul style="list-style-type: none"> • commences proceedings in a court to recover a debt or to recover possession of property subject to a security interest • otherwise enforces a security interest by taking possession of property (or taking steps to do so) or exercising a power of sale • applies to a court to appoint a provisional liquidator • enforces a judgment against another person or their assets |
| <p>goods</p> | <p>the goods the subject of your <i>automotive finance contract</i></p> |
| <p>goods loan</p> | <p>is either of the following:</p> <ul style="list-style-type: none"> • a goods loan facility details together with goods loan facility standard terms where the loan amount is \$1,000,000 or less at the time of the agreement, renewal or variation • a fixed rate loan agreement details together with fixed rate loan agreement standard terms where the loan amount is \$1,000,000 or less at the time of the agreement, renewal or variation (<i>fixed rate loan</i>) |
| <p>insolvent</p> | <p>a person is insolvent if:</p> <ul style="list-style-type: none"> • they're unable, or state they're unable, to pay their debts when they fall due, they enter into any assignment, arrangement or composition with any creditors or are otherwise taken to have committed an act of bankruptcy • they're in liquidation, in provisional liquidation, under administration or wound up or have had a controller (as defined in the <i>Corporations Act 2001 (Cth)</i>) appointed to their assets • they're subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (except to carry out a solvent reconstruction or amalgamation) • they're taken to have failed to comply with a statutory demand • an authority has appointed an administrator or investigator to them or their assets • something having a substantially similar effect to any of the things described above happens to that person |
| <p>novated lease</p> | <p>a <i>lease</i> which we have agreed is novated to the employer of the lessee</p> |

Updated 1 March 2020