



Bank of  
Melbourne

# Get Set Loan Agreement.

General Terms and Conditions.  
(Product No Longer For Sale)

Effective date: 8 October 2024

# You've got questions? We've got time to talk.



Give us a call on **13 22 66**

8.00am to 8.00pm

Monday to Saturday



Pop into a **branch near you**



Visit [bankofmelbourne.com.au](https://bankofmelbourne.com.au)

If you wish to contact us in relation to financial hardship assistance, or have a complaint, please see below:

## **Customer Solutions and Support.**

Phone: 13 22 66 (if you are overseas please call +61 3 8536 7870)

Post: Bank of Melbourne Customer Solutions  
Level 5, 150 Collins Street, Melbourne VIC 3000

Online: Using the secure feedback form available on our website

You may also talk to us at any Bank of Melbourne branch.

For further information go to our website and search 'Feedback and Complaints'.

## **Bank of Melbourne Assist.**

(if you are experiencing financial difficulties please contact us as soon as possible)

Phone: 1800 600 266

Online: [bankofmelbourne.com.au/contact-us/financial-hardship](https://bankofmelbourne.com.au/contact-us/financial-hardship)

## **Australian Financial Complaints Authority (AFCA).**

If you are not satisfied with our response or handling of your complaint you may contact this free, independent external dispute resolution scheme.

Phone: 1800 931 678 (free call)

Online: [www.afca.org.au](https://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Mail: GPO Box 3 Melbourne, VIC 3001

## **Accessibility support**

Bank of Melbourne welcomes calls through the National Relay Service. If you are deaf, hard of hearing, or have speech/communication difficulty, choose your access option detailed on [National Relay Service](#).

Visit [Bank of Melbourne Access and Inclusion](#) for further information on our more accessible products and services for people with disability or who are neurodiverse.

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## Important note

This document does not contain all the terms of your agreement or all of the information we are required by law to give you before the agreement is made. Further terms and information are in the "Bank of Melbourne Transaction, Savings and Investment Accounts Terms and Conditions" booklet and the "Bank of Melbourne Loan Accounts – Charges for specific services and accounts" booklet.

## About this agreement.

The contract for this loan consists of four documents:

- Bank of Melbourne Get Set Loan Offer
- Bank of Melbourne Get Set Loan Agreement General Terms and Conditions
- Bank of Melbourne Transaction, Savings and Investment Accounts Terms and Conditions
- Bank of Melbourne Loan Accounts – Charges for specific services and accounts

They should be read together.

Where the relevant provisions of the Banking Code of Practice and ePayments Code apply to the services referred to in this document, we will comply with them.

- You can view a copy of the Banking Code of Practice on our website or ask us for a hard copy at one of our branches or over the phone.
- You can also view a copy of the Banking Code of Practice on the Australian Banking Association's website: [www.ausbanking.org.au](http://www.ausbanking.org.au).
- The ePayments Code can be found on ASIC's website: [www.asic.gov.au](http://www.asic.gov.au).

# Bank of Melbourne Get Set Loan Agreement General Terms and Conditions.

The meaning of words printed like *this* and some other key words are explained in the section entitled "Meaning of words" at the end of these terms and conditions.

At the back of this booklet (in addition to the terms and conditions of this agreement) there is also a description of your major rights and obligations under the National Credit Code.

## 1. Using Your Get Set Loan.

We make funds available to you through an account (your account). You agree to terms and conditions applicable to that account.

You must not allow the *credit limit* on your account to be exceeded without our approval.

If the *credit limit* is exceeded without our approval, you must immediately repay the excess.

You must also comply with the conditions that apply to the use of your account or any card connected to it. Those conditions (including, but not limited to, any applicable fees) form part of this agreement. Please refer to the "Bank of Melbourne Transaction, Savings and Investment Accounts Terms and Conditions" booklet and the "Bank of Melbourne Loan Accounts – Charges for specific services and accounts" booklet.

## 2. Summary of features.

Where the “Bank of Melbourne Transaction, Savings and Investment Accounts Terms and Conditions” booklet makes reference to the “Summary of Features” table, please see the details below that apply to your Get Set Loan account.

Feature	Availability of the feature
How can I open an account?	In branch and phone.
Are funds at-call?	Yes
Will I get regular statements?	Yes. Monthly.
Is cheque access available?	No
Can I pay bills using BPAY®?	Yes
Is debit card access available?	Yes. Only available to customers with an existing debit card issued before 9 March 2015.
Can I use Internet, Mobile and Phone Banking?	Yes
Can I make periodical payments and direct debits?	Yes
Can I receive Alerts?	Yes

## 3. Interest and other charges.

### Interest.

You must pay us interest charges on debit balances. Interest charges are calculated daily at the *annual percentage rate* set out in the Offer on the basis of a 365-day year (including a leap year). We will calculate interest charges daily by applying the daily rate (which is the annual percentage rate divided by 365) to the *balance owing on your loan account* at the end of each day. The interest charges accrue daily and are debited to your account in arrears at the end of each month in which they accrue.

## Variation to annual percentage rate.

We may change the *annual percentage rate* at any time. The annual percentage rate shown in the *Offer* is current at the *disclosure date*.

We will notify you of any change in accordance with clause 10.

Information on current interest rates for your Get Set Loan is available from your nearest branch and is available on request by calling 13 22 66.

## 4. Fees and charges.

Enforcement expenses may become payable under this agreement in the event of a breach.

You must pay us:

- (a) all fees and charges in the circumstances indicated in the *Offer* or the "Bank of Melbourne Loan Accounts – Charges for specific services and accounts" booklet and any changed or new fee or charge notified to you; and
- (b) an amount equal to any government charges and duties on receipts and withdrawals under this agreement, calculated in accordance with the relevant legislation. These are payable whether or not you are primarily liable for such charges and duties;
- (c) when we ask, any reasonable expenses we reasonably incur in enforcing this agreement in the event of a breach.

You authorise us to debit any of these amounts to your account. We may do so on or after the date we pay them or the date they become due or payable by you or us (whichever is earlier). We need not notify you first. Information on current standard fees and charges is available on request by visiting a branch or calling 13 22 66.

## Variations to fees and charges.

The fees and charges shown in the *Offer* are current at the *disclosure date*. If these change, we will notify you in accordance with clause 10.

## 5. Statements and communications.

We will send you a statement of your account at least once every month.

You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us as soon as practicable and before the due date for payment on the statement.

You must promptly tell us if your contact details change (including your mailing address, email address and telephone number). If you do not do this, you may miss out on other important information. For example, we may not be able to send you certain notices or you may not receive notices that we do send.

## 6. Minimum repayments.

You are required to make a minimum payment each month by the due date set out on the monthly statement of your account. The required minimum repayment is the greater of:

- \$50.00; or
- 1.25% of the balance outstanding at the statement date plus the total of the interest charges and the monthly administration fee debited to your account during the statement period.

If the closing balance outstanding is less than \$50.00, you must pay it in full.

You are responsible for paying all amounts shown on the statement, but you need not pay the entire *balance owing on your account* each month unless the closing balance outstanding is \$50 or less in that month.

You must pay any minimum repayment by the due date and you may pay more or all of the *balance owing on your account* if you wish.

Your obligation to make minimum repayments in this clause does not affect your obligation to repay the whole or part of the *total amount owing* on our demand under clause 7.

You can make payments to your account by:

- (a) direct debit
- (b) automatic payment from your Bank of Melbourne account
- (c) Bank of Melbourne Online Banking
- (d) Bank of Melbourne Telephone Banking

- (e) BPAY®
- (f) cash or cheque at any Bank of Melbourne branch or Smart ATM
- (g) Bank@Post™ at participating Post Offices

You must always include the BSB and account number for your account. Please see the terms and conditions document for your account for further information regarding payments.

## 7. Repayment on demand.

We may demand that you repay the whole or part of the *total amount owing* at any time. You must repay in full the amount we demand at the time we specify in the demand.

You acknowledge that there is no agreement, arrangement or understanding between you and us that we may demand repayment only when a particular event occurs or does not occur.

If we have demanded repayment of the whole or part of the *total amount owing*, unless the amount owing is in genuine dispute, we may use any money you have in another account with us towards repaying that amount (this is known as “combining accounts”). We may combine accounts without giving you any notice, but we will tell you afterwards.

## 8. Transactions.

We may assign any date we consider appropriate to a debit or credit to your account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs). However, we credit payments to your account as soon as practicable after we receive them. This is not necessarily the same day that you pay.

We may subsequently adjust debits and credits to your account, and the balance owing on your account, so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a deposited cheque is dishonoured). If we do this we may make consequential changes (including to the interest charges).

We may debit to your account a cheque written on your account (thereby temporarily increasing the *balance owing on your account*) even if we subsequently dishonour that cheque.

We may use any payment we receive from you in satisfying money due from you in any way we think fit.

Within any 24-hour period, a deposit limit may apply to the cash that can be deposited at a Smart ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. Visit [bankofmelbourne.com.au](http://bankofmelbourne.com.au) and search 'Our ATM' for ATM limits.

## 9. Default and enforcement.

### When are you in default?

9.1 You are in default under this contract if:

- (a) you don't make the required payments when due
- (b) you become bankrupt or enter into any arrangement with a creditor
- (c) we have formed a reasonable belief that you have acted fraudulently in connection with this contract
- (d) you do any of the following:
  - (i) fail to comply with the law
  - (ii) give us materially incorrect, incomplete, or misleading information in connection with this contract, or
  - (iii) use the funds made available to you under this contract for a non-approved purpose.

For us to act under clause (d) we must have formed a reasonable opinion that the act is material or it has a material impact on our credit, legal, reputational or security risks or your ability to meet your obligations under this contract.

## What can happen then?

- 9.2 When you are in default we may give you a notice stating that you are in default. If you do not, or cannot, correct the default within the period of time given in the notice (or if you are in default again for a similar reason at the end of that period), then without further notice to you, we will block your account (preventing further withdrawals) and the *total amount owing* becomes immediately due and payable. We may then take action to recover these amounts.
- 9.3 You will normally be given at least 30 days' written notice to allow you an opportunity to remedy the default. Sometimes we may take immediate steps to enforce this contract without providing notice, for example, where:
- (a) we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this contract;
  - (b) we have made reasonable efforts to locate you without success; or
  - (c) a court authorises us to commence enforcement proceedings without notice to you.
- 9.4 You may have to pay our reasonable enforcement expenses, including amounts that may be incurred by us or our agents. These will be added to your account as they are incurred and become due for payment at that time.

## 10. Changes we can make to this agreement.

- 10.1 Acting reasonably, we may make the following changes to this contract:
- (a) Changes to interest (including changing the *annual percentage rate* or how we calculate and apply interest);
  - (b) Changes to fees and charges (including introducing new fees or charges, changing the amount of them, or the time of payment);
  - (c) Changes to your payments (for example, how much, how they are calculated or when or how often you need to pay);
  - (d) Changes to credit, withdrawal or transaction limits (including reducing your *credit limit*);

- (e) Other changes that:
  - (i) reflect changes in law, official directives, or the guidance from a regulator;
  - (ii) reflect changes to our business or systems;
  - (iii) reflect current industry or market practice or conditions;
  - (iv) are administrative or correct a mistake;
  - (v) we reasonably think you will benefit from;
  - (vi) are reasonably necessary to protect our legitimate business interests;
  - (vii) impose, remove or adjust transaction limits

We will generally apply these changes to a class of customers or a product, but we may apply them just to you where they reflect our risk associated with you, a mistake on your account or will be beneficial to you.

## 10.2 How and when we will notify you of changes.

### Changes to the *annual percentage rate*

<b>How</b>	In writing or a notice we publish*
<b>When</b>	On or before the day the change happens.

### Other changes to interest

<b>How</b>	In writing
<b>When</b>	If the change is unfavourable to you; at least 30 days in advance. If the change reduces your obligations we do not need to give you notice.

### Changes to fees and charges

<b>How</b>	In writing or a notice we publish*
<b>When</b>	Before or when we issue the next statement after the change takes effect. However, if we believe the change is unfavourable to you; at least 30 days in advance.**

### Changes that reduce your obligations or extend the time for payment

<b>How</b>	In writing
<b>When</b>	Before or when we issue the next statement after the change takes effect.

### Any other changes

<b>How</b>	In writing
<b>When</b>	At least 30 days in advance.**

\* We may use a range of means of publishing a notice from time to time, including in a newspaper, on our website or our Online Banking app, or a combination of one or more of these. We will also inform you of the change before or when we send you the next statement after the change takes effect.

\*\* Where it is reasonable for us to manage a material and immediate risk (for example, you are in default), or immediately restore or maintain the security of one of our systems, or a Loan Account, we may make unfavourable changes with less notice or no notice.

Where we give you notice in writing this may be as a message on your statement. Where we are allowed to do so, we can notify you of changes electronically (e.g. by email or messages in Internet Banking).

## 11. GST.

11.1 We will tell you if GST applies to any payment due by you under this agreement and the amount of GST payable to us. You agree to pay any GST amount to us in addition to and at the same time as any payment due by you under this agreement.

## 12. National Credit Code.

This clause applies to the extent that the National Credit Code applies to this agreement.

If:

- (a) the National Credit Code would otherwise make a provision of this agreement illegal, void or unenforceable; or
- (b) a provision of this agreement would otherwise contravene a requirement of the National Credit Code or impose an obligation or liability which is prohibited by the National Credit Code, the agreement is to be read as if that provision were varied to the extent necessary to comply with the National Credit Code or, if necessary, omitted.

Please read the "Bank of Melbourne Transaction, Savings and Investment Accounts Terms and Conditions" booklet you received with the Offer. As well as containing the terms and conditions that apply to the use of your account and any card connected to it, the booklet contains all types of information about banking services and the Banking Code of Practice.

We strive to give you account information which is accurate and up to date at all times. However, if your interest charges are due to be debited on a non-banking day and you make an automated balance enquiry (such as through our Telebanking centre or at an ATM) on the interest debit day itself (or immediately preceding non-banking day(s), the balance quoted will not be the balance on the actual enquiry date. Instead it will be the opening balance for the day after the interest charges are debited (that is, it will take into account the amount of the interest charges).

### **13. Joint accounts.**

If there are more than one of you, then you are jointly and severally bound to comply with this agreement, and are liable for all amounts which are owing to us at any time on the joint account.

Either of you can write to us and terminate your liability for future advances on your joint account.

If either of you ask to terminate your liability, we may stop operations on your joint account generally. In any case, each of you remain liable for all transactions either of you make prior to the date you cancelled your liability for future advances on your joint account, even if the transactions are debited to the joint account after the cancellation date.

If there are more than one of you and any one of you can withdraw funds from your account, you can ask us to change this so that all of you have to approve any future withdrawals. However, if you do that some of the ways you are allowed to make withdrawals from the account, and certain features of the account, may no longer be available to you.

### **14. Applicable law.**

This agreement is governed by the law in force in the State or Territory of our address stated in the *Offer*. You and we submit to the non-exclusive jurisdiction of the courts of that place.

### **15. Appropriate use of our services.**

You must not use the services we provide in a way that would breach any law of Australia or any other country. Where we consider it necessary for us to meet our regulatory and compliance obligations:

- (a) you must provide us with any information we reasonably request;
- (b) we will disclose information we hold to regulatory and law enforcement agencies (including the Australian Tax Office), other financial institutions, third parties and members of the Westpac Group;
- (c) we may delay, block, suspend or refuse to provide any of our services to you or close your Account; and
- (d) we may exercise our discretion to cancel this loan before it is drawn or cancel/suspend further drawings where we reasonably believe the use of this account has caused harm (including financial abuse) to another person.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

## 16. Privacy Statement.

Our privacy policy is available at [bankofmelbourne.com.au](http://bankofmelbourne.com.au) or by calling 13 22 66 and covers how we handle your personal information.

## 17. Tax reporting obligations.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your product, or limiting functions or services of your product, or closing it.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling 1300 725 863. We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## 18. Problems, errors and complaints.

### **Delivering on our service promise.**

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

### **Our commitment to you.**

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

### **You can contact us:**

#### **Over the phone.**

Please call us from anywhere in Australia on 13 22 66. If you are overseas, please call +61 3 8536 7870.

#### **By post.**

Bank of Melbourne Customer Solutions  
Level 5, 150 Collins Street, Melbourne VIC 3000

#### **In Branch.**

If you prefer to tell us in person, go to our website to locate your nearest branch.

#### **Online.**

Using the secure feedback form available on our website.

For further information go to our website and search 'Feedback and Complaints'.

#### **If you are still unhappy.**

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

## **Australian Financial Complaints Authority.**

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

AFCA's details are set out below.

## **Australian Financial Complaints Authority.**

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

## **19. Meaning of words.**

**annual percentage rate** means a per annum rate of interest applying to the loan facility.

**balance owing on your account** means at any time, the difference between all amounts credited and all amounts debited to your account under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**Bank@Post** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**banking day** means a day other than a Saturday or Sunday, or a public, special or bank holiday in the State or Territory of the applicable law.

**CDM** means any authorised Coin Deposit Machine in selected branches where you can use your Card and PIN to deposit coins.

the **credit limit** is stated in the *Offer*

the **disclosure date** is stated in the *Offer*.

**for example** or **including**, when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

**GST** means any tax imposed on the supply of any goods, services, real or personal property or other things or similar tax.

**including** see for example.

**Offer** means the Get Set Loan Offer which is part of this agreement.

**small business** has the same meaning given to it by the Banking Code of Practice.

**Smart ATM** means any authorised automatic teller machine that accepts deposits.

**total amount owing** means, at any time, the *balance owing on your account* at that time (plus all accrued interest charges and other amounts which you must pay under this agreement but which have not been debited to your account at that time).

**we** or **us** or **Bank of Melbourne** or **the Bank** means Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 successors and assigns.

**you** means the person or persons named in the *Offer* as “Borrower”. If there are more than one, **you** means each of them separately and every two or more of them jointly. **You** includes your successors and assigns.

The singular includes the plural and vice versa.

This part of the General Terms booklet only applies to you if you are an individual and, when you enter into this agreement, you intend to use the credit obtained under this agreement wholly or predominantly for personal, domestic or household purposes.

# Information Statement.

## Things you should know about your proposed credit contract.

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

## The Contract.

### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made.

This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### **3. Can I terminate the contract?**

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### **4. Can I pay my credit contract out early?**

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### **5. How can I find out the pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### **6. Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### **7. Can my contract be changed by my credit provider?**

Yes, but only if your contract says so.

### **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.

## 9. **Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

### **Australian Financial Complaints Authority**

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority  
GPO Box 3  
Melbourne VIC 3001

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au).

## **Insurance.**

### **10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

**11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

**12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

**13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

**14. What happens if my credit contract ends before any insurance contract over mortgaged property?**

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

**General.**

**15. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

**16. What if my credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below.

**17. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments.

If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

**18. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also read your contract carefully.





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*Bank of Melbourne acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.*

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