



Home Lending Terms and Conditions.

BOQ Essential Home Loan
BOQ Plus Home Loan

July 2025

About this booklet

This booklet contains two documents that apply to your loan:

- Home Lending Terms and Conditions
- 'Things you should know about your proposed credit contract' Information Statement.

Products this booklet applies to

This booklet only applies to these products:

- BOQ Essential Home Loan
- BOQ Plus Home Loan

Home Lending Terms and Conditions

If you accept our loan offer, your loan contract will consist of your Loan Schedule and these Home Lending Terms and Conditions. Please read both documents together carefully before you accept our offer.

'Things you should know about your proposed credit contract' Information Statement

We are required to give you this information statement because the National Credit Code applies to your loan contract.

The words we use

Some words in your loan contract have a special meaning. We've explained these meanings in the 'What the words mean' section at the end of the Home Lending Terms and Conditions.

These are digital products

The loans these documents relate to are digital products and all written communications will be sent to you or made available for you to access electronically unless we are legally required to communicate with you in some other way.

Banking Code of Practice

If you accept our offer the relevant provisions of the Banking Code of Practice will apply to your loan. You can find a copy of the Banking Code of Practice on our website, or you can call us and we'll send you a hard copy for free.

Asking us for information

You can ask us at any time for information about your loan, including the current fees, charges and interest rates that apply to your loan.

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Home Lending Terms and Conditions

1. Before we lend you the loan amount

We'll lend you the total loan amount if the following conditions are satisfied.

Acceptance

- Each of you has accepted our loan offer as described in the Loan Schedule.
- If we've made more than one loan offer to you, each of you has accepted all of the loan offers made in connection with your loan application, and you've satisfied any pre-lending requirements for all of those loan offers.

Payment and fees

- You've given us an acceptable direct debit authority form (or we've agreed to accept a different repayment method)
- You've paid us, or made arrangements satisfactory to us to pay, all the credit fees and charges you're required to pay at or before the settlement date.

Mortgage

- A mortgage has been granted to us over the property on terms we accept, and we're satisfied it's first ranking or will be when it is registered .

Guarantees

- If the Loan Schedule says that a guarantee is to be provided, the guarantor has granted this on terms we accept and:
 - hasn't withdrawn from the guarantee, and
 - has acknowledged that any mortgage the Loan Schedule says they have to provide applies to the guarantee

Legal advice

- If we've told you in writing that we need you or a guarantor to receive independent professional legal advice, we've received evidence in a form satisfactory to us that you've received this advice.

Verification of identity

- We've been able to verify the identity of you and each guarantor to our satisfaction.

Authorisations and declarations

- You and any guarantor have signed any authorisation or declaration we reasonably requested as part of your loan application or approval.

Insurance

- If the Loan Schedule refers to lenders mortgage insurance, the requirements of our mortgage insurer to provide the insurance are satisfied.
- We've received satisfactory evidence that the property is insured as any mortgage requires.

Purpose

- The purpose of the loan hasn't changed.
- If the purpose of the loan is to buy the property, you've given us a legible copy of the fully executed contract of sale and any vendor's statement.

Encumbrances

- We're satisfied that, since we approved the loan, no covenants, encumbrances or other interests have been, or are likely to be, registered or lodged over the property that could affect our rights.

Financial position

- There's been no change to the information given to us in connection with your application about your (or a guarantor's) financial position, or any property, that materially increases our risk.
- No default has occurred under this loan contract, any guarantee or any mortgage (unless we knew about the circumstances causing the default when we approved your loan and remedying the default was not a condition of our approval).

Laws and other conditions

- We're satisfied that lending the total loan amount will not cause us to breach any laws, or aid or abet any breach of any laws .
- If you're not a resident of Australia, you've proved to us that you've met all the Foreign Investment Review Board's (FIRB) requirements for your loan purpose, such as by providing us with a copy of your application to the FIRB or a copy of their advice, and

Other conditions in the Loan Schedule

- any other special conditions set out in the Loan Schedule have been met.

The requirements in this section are for our benefit only and we can waive them at our discretion.

We will act reasonably in relation to these requirements.

2. How we lend you the loan amount

2.1 Notice period

We need five business days' notice to make the total loan amount available to you or your agent(s).

2.2 Method

Unless we otherwise agree, you can only borrow the total loan amount in a single borrowing.

If the purpose of the loan is to buy the property, we'll advance the loan according to the settlement instructions from or approved by you or your solicitor/conveyancer.

If the purpose of the loan is to refinance an existing loan, we'll advance the loan according to the settlement instructions from your existing lender(s).

Otherwise, we'll advance the loan according to your written instructions.

Each loan amount advanced will be debited to the relevant loan account.

Unless we otherwise agree, we'll advance any part of the total loan amount you don't request at settlement by making the amount available to you through your redraw balance (by treating the amount as if we had advanced it and you immediately repaid it as an extra repayment).

2.3 Time limit for borrowing the total loan amount

You must draw down the total loan amount within 90 days of the date of this loan contract, or any later date we agree. If you don't, we can ask you to draw it down within a grace period we specify.

If you don't draw down the total loan amount within the grace period, then:

- we'll terminate this loan contract
- we're not required to lend you any amount, and
- you'll have to pay any fees or charges shown in the Loan Schedule for our expenses such as valuations or documentation.

3. Split loans

3.1 Split loans

Your loan may be split into two or more loan accounts.

If you have a split loan:

- different interest rates, repayment obligations and credit fees and charges may apply to each loan account, and
- you must make repayments and pay credit fees and charges separately for each loan account.

Note that if you fail to make the required payments to one loan account, you may still be in arrears even if you've made extra repayments to another loan account.

3.2 Initial loan splits

If your loan is a split loan, your Loan Schedule shows the details of each loan account at settlement, including how the total loan amount will be split between the loan accounts.

3.3 Asking to split or combine your loan accounts

After settlement, you can ask us to split a loan account into two or more loan accounts, or to combine two or more loan accounts into one. We won't unreasonably decline this request.

If you ask us to combine two or more loan accounts, we'll:

- debit any interest that has accrued but not yet been debited for any loan account that is closed to the combined loan account when we next debit interest to that account, and
- add the redraw balance of each loan account that's closed to the redraw balance of the combined loan account.

3.4 We can transfer between loan accounts

If any loan account is in arrears, we can transfer an amount from the redraw balance on another loan account to the loan account to clear or reduce the arrears.

4. Interest

4.1 Calculating interest charges

You must pay us interest which accrues until each loan account balance has been repaid in full.

We calculate interest daily and separately for each loan account. To calculate the interest charge, we apply the applicable daily percentage rate to the loan account balance at the end of the day.

See 'Offset Accounts' below for the loan account balance we use to calculate interest if you have an offset account linked to a loan account.

4.2 Debiting interest

We debit interest charges to each loan account:

- weekly, fortnightly or monthly in line with your repayment dates, and
- on the date we close the loan account because you have repaid the full loan account balance.

5. Offset accounts

5.1 Linking an offset account

You can link an offset account to a loan account if:

- your loan is a BOQ Plus Home Loan, and
- the offset account is in the name of one or more of you and no one else.

You can only link an offset account to one loan account at a time.

5.2 Calculating the interest on a loan account with a linked offset account

While a loan account has a variable annual percentage rate, we calculate interest on the loan account balance less the balance of each linked offset account.

During a fixed interest rate period, no offset benefits apply.

5.3 Unlinking an offset account

An offset account will be unlinked from a loan account and offset benefits will no longer apply if:

- you request that we unlink the offset account
- the offset account or the loan account is closed
- we calculate a final payout figure for a full discharge of your loan for a settlement requested by you, or
- your loan is no longer a BOQ Plus Home Loan.

6. Fixed rates

6.1 Requesting fixed interest rate periods

You can ask us to fix the annual percentage rate for a fixed interest rate period.

At the end of a fixed interest rate period, the annual percentage rate reverts to a variable annual percentage rate, unless we've agreed to a further fixed interest rate period.

6.2 Rate lock

Rate lock applies if:

- the Loan Schedule says that you activated rate lock in your loan application or you later request a rate lock, and
- we've agreed a locked rate with you.

Where rate lock applies:

- the fixed annual percentage rate that applies during a fixed interest rate period that begins before the rate lock expiry date will be no higher than the locked rate
- any repayment amounts stated in the Loan Schedule have been calculated based on the lower of the fixed rates described in the Loan Schedule as at the disclosure date stated in the Loan Schedule.

6.3 Early Repayment Charge

During a fixed interest rate period, you'll have to pay an Early Repayment Charge for a loan account:

- each time you make extra repayments above the annual prepayment limit, including repaying the full loan account balance, or
- if you ask us (and we agree) to:
 - change the annual percentage rate
 - change your repayment type from principal and interest repayments to interest only repayments or vice versa
 - increase the total loan amount, or
 - change your loan term.

Each of the above is an Early Repayment Charge event.

The annual prepayment limit that applies during a fixed interest rate period is \$10,000 for each 12-month period. The annual prepayment limit resets every 12 months after the start of the fixed interest rate period.

The amount of the Early Repayment Charge you'll have to pay is our estimated loss because of the above that we calculate using the formulae details below. If our calculation of the Early Repayment Charge is zero or negative then no fee is payable by you, nor will we pay you a benefit. Any Early Repayment Charge quote provided to you is only valid on the day of the quote unless otherwise agreed.

We will debit the Early Repayment Charge to the relevant loan account unless we have agreed you will pay it in some other way.

Early Repayment Charge formulae

We use the formula below to calculate the Early Repayment Charge (ERC) where you have made extra repayments above the annual prepayment limit but not repaid the full loan account balance:

$$ERC_{PA} = \left(\sum_{i=1}^n (P_i * \alpha) * \frac{(S_i - S_{i-1})}{365} * ADF_{i,ri} \right) * PA / R$$

In all other cases we will use the formula below to calculate the Early Repayment Charge:

$$ERC = \sum_{i=1}^n (P_i * \alpha) * \frac{(S_i - S_{i-1})}{365} * ADF_{i,ri}$$

In the above formulae:

n = The number of scheduled repayments remaining from the first repayment date after the Early Repayment Charge event until the end of the fixed interest rate period.

P_i = Principal is what the loan account balance would have been on each remaining scheduled repayment date during the fixed interest rate period if the Early Repayment Charge event had not occurred and you made all required repayments but no extra repayments for the remainder of the fixed interest rate period.

α = The interest rate differential between the quarterly swap rate applicable for the fixed interest rate period as at the start of the fixed interest rate period and the quarterly swap rate applicable for the remaining term of the fixed interest rate period as at the date of the Early Repayment Charge event.

S_i = Future period scheduled repayment date with **S₁** being the first repayment date after the Early Repayment Charge event and **S_n** being the last repayment date in the fixed interest rate period.

PA = Partial Amount is the amount of the extra repayment excluding the annual prepayment limit (where you have not repaid the full loan account balance).

R = Outstanding loan account balance at the date of the Early Repayment Charge event.

ADF_{i,ri} = The discount factor used to reduce the ERC to account for the present day value of money calculated using our applicable formula which is available on request. The discount factor is a function of rate and time.

Quarterly swap rate means the quarterly swap rate recorded by us for the applicable day as being the quarterly swap rate available to us on that day from a market data platform (such as Bloomberg or Refinitiv Eikon) reflecting interbank pricing.

For more information on why we charge an Early Repayment Charge and worked examples please refer to our website.

7. Your repayments

7.1 Regular repayments

You're required to make repayments to each loan account by each repayment date.

Unless we otherwise agree with you, you must pay all repayments by direct debit from your repayment account.

If you've made extra repayments to a loan account and are in advance for that loan account, we'll still debit your repayment account in accordance with your direct debit arrangement as if you'd not made the extra repayments.

7.2 Repayment at end of loan term

At the end of the loan term, you must pay us:

- any remaining loan account balance for each loan account
- any interest accrued on the loan account balances not yet debited to the loan accounts, and
- any fees and charges or enforcement expenses you have to pay under this loan contract that we haven't yet debited to your loan accounts.

7.3 Extra repayments

You can make extra repayments:

- by asking us to direct debit an increased or extra amount under your direct debit arrangement on your repayment date
- by transferring funds to the loan account electronically using its BSB and account number or a PayID created for the loan account, or
- in any other way we agree.

If you make extra repayments to a loan account during a fixed interest rate period, you may have to pay an Early Repayment Charge (see 'Early Repayment Charge' above).

7.4 Overpayments

You mustn't make a payment to a loan account that causes the loan account balance to be in credit.

We can refund any credit balance of a loan account by:

- transfer to another loan account or another account you hold with us
- electronic funds transfer to your repayment account, or
- any other manner we've agreed with you.

We can also close the loan account.

7.5 Closing a loan account

We can close a loan account if the balance of the loan account is reduced to nil or is a credit balance.

8. Redraw

8.1 No redraw during fixed interest rate periods

You can't redraw any of the redraw balance from a loan account during a fixed interest rate period.

8.2 Redraw during variable interest rate periods

You can ask to redraw some or all of your redraw balance if:

- the amount you request is at least the minimum redraw amount of \$100
- the amount you request is not greater than the redraw balance
- you're not in default under this loan contract or any mortgage, and
- no guarantor has withdrawn from or sought to limit their liability under, or is in default under, a guarantee or any mortgage
- we've not closed the loan account.

8.3 How you can request a redraw

You can ask to redraw an amount by instructing us to transfer or make a payment from the redraw balance.

Amounts you redraw will be debited to the relevant loan account.

8.4 Our obligation to fund redraws

If we assign our rights under this loan contract to a trust (see 'Assignment' below) and the trust doesn't have sufficient funds available to it which may be used to meet redraws, the trustee of the trust may decide not to pay to you all of the amount requested in which case we may decline your redraw request.

Otherwise, we won't unreasonably decline a redraw request.

9. Fees and charges

You must pay us the fees and charges shown in the Loan Schedule, as varied under these terms and conditions, when they become payable (as well as your repayments).

We will debit fees and charges to a loan account when they become payable and you must pay the amounts to the loan account unless we've agreed otherwise with you.

10. Things you must tell us

10.1 We rely on the things you have told us

By accepting this loan offer you're agreeing that:

- all information you've given us about yourself, any guarantor and any property was true when you gave it to us
- nothing has happened since that makes this information untrue or misleading
- you haven't withheld any information about yourself, any guarantor or any property that might reasonably be expected to have caused us not to enter into this loan contract, and
- all statements you make to us in this loan contract are true and not misleading because of something you didn't tell us.

10.2 You must tell us if anything changes

You must tell us immediately if:

- your contact details change including your name, mobile phone number, email address or residential or postal address (and give us any documents we reasonably request to verify the change)
- there's any material change in your financial situation from what you've told us
- anything happens which makes any of the statements in this section untrue or misleading, or
- a default occurs (see 'When you are in default' below).

11. Loan accounts and transaction processing

11.1 The myBOQ app

Your loan is a digital loan and you must download the myBOQ app so you have access to your loan accounts and important information and documents about your loan. We'll give you the information you need to do this.

11.2 Statements

We'll give you statements of account for each loan account every six months unless we're not required to give you a statement under applicable laws.

You can ask us to give you statements more frequently (for example, quarterly) by contacting us or by downloading interim statements in our mobile app.

If you're in default and we've started enforcement proceedings against you, we'll only give you a statement or an alternative (for example, a transaction history) if you ask for it.

You must check your statements and contact us as soon as possible if you want to query a transaction or you think there are any errors or unauthorised transactions.

11.3 Effective date of payments

We don't treat a payment as having been made until:

- the date we receive it as cleared funds, and
- we've credited the loan account in the ordinary course of our business.

11.4 Adjustments

We can adjust a loan account balance or interest charges to ensure it reflects the correct position under this loan contract including:

- to correct an error
- to reverse a payment that is dishonoured or has to be returned to the sender, or
- if we adjust a linked offset account balance.

If we do this, we can make consequential adjustments and changes.

If we determine that a payment to your loan account was made by mistake (for example, where the sender entered or selected your loan account details by mistake) we may return the amount to the sender. If we do and your redraw balance is not sufficient to cover the amount returned, you must immediately pay us the difference between the amount we return to the sender and the amount available in your redraw balance (if any), and your account will be in arrears if you fail to do so.

11.5 Joint account instructions

If there is more than one of you, your loan accounts can be set up as 'Any to sign' or 'All to sign'.

We set up all loan accounts as 'Any to sign' on the settlement date.

After the settlement date:

- any of you can ask us to change a loan account from 'Any to sign' to 'All to sign' at any time, and
- we can only change a loan account from 'All to sign' to 'Any to sign' if all of you agree in a form acceptable to us.

Acting reasonably, we can also change a loan account from 'Any to sign' to 'All to sign' without your request or agreement.

Changes to the account operation authorisations for loan accounts only apply to the relevant loan account(s), not to any linked offset accounts. You must request changes to linked offset accounts separately.

Any to sign

If a loan account is set up as 'Any to sign', each of you nominates and authorises any of you to agree and give us valid and binding instructions on behalf of all of you, including to:

- make a redraw request
- change your repayment account, repayment frequency, amount or dates, or change from interest only repayments to principal and interest repayments
- request a direct debit from your repayment account
- reduce the redraw balance for a loan account
- split a loan account into two or more loan accounts or combine two or more loan accounts into one
- link or unlink an offset account, and
- request a fixed interest rate period.

All to sign

If a loan account is set up as 'All to sign', all of you must act jointly to operate the account, and all of you must authorise transactions on the loan account.

11.6 Account combination

We can set-off any liability we have to you (including liability for any deposit account) against amounts that you owe us under this loan contract but haven't paid.

If you have an account that relates to any amount you owe us under a loan regulated by the National Credit Code, we can't combine that account with another account:

- while we're actively considering your financial situation under either the Banking Code of Practice or under the hardship provisions of the National Credit Code
- while you're complying with an arrangement you've made with us after we've considered your financial situation, or
- if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

We don't have to give you advance notice of combining accounts, but if we don't we'll tell you promptly after we do so.

11.7 Blocking a loan account or transaction

We can block access to a loan account, or delay, block or refuse a transaction to or from a loan account, without notice if:

- we're required to do so by law
- we reasonably consider it necessary to do so to meet our regulatory and compliance obligations or to manage associated risk
- we reasonably believe that further use of your loan account may result in loss to you or us
- we reasonably believe that your loan account is being operated in breach of these terms and conditions in a way that increases risk to you or us
- you don't provide us with information we reasonably require to verify your identity or the source of funds
- we reasonably believe that your use of your loan account or activities you undertake in connection with the loan account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams)
- we reasonably believe that your risk profile has adversely and materially changed as a result of our continuous screening
- we think that you're using the loan account to perpetrate financial abuse against a joint account holder or another person
- your loan account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references)
- your loan account details or online access details have been compromised
- you haven't made a transaction on your loan account for at least two years
- there is more than one of you and we become aware that there's a dispute or you notify us to change the loan account authority

- we become aware that you've died (where there is only one of you)
- we reasonably believe that funds have been transferred into your loan account due to unauthorised or unlawful activity, or
- we reasonably believe that you're not beneficially entitled to funds in your loan account.

We'll act reasonably when taking action under this clause and we'll not do more or for longer than is reasonably necessary considering the reasons why we've taken such action. We'll tell you if we restrict your loan account and, where possible, we'll tell you what you need to do for us to remove the restriction. If we take any such action to restrict your loan account we'll give you a reason unless we're unable to do so under applicable laws or regulations.

We understand that having access to your money is important. If access to your funds has been restricted and you require urgent access to your money then contact us on 1300 737 766 or +61 7 3336 2420 if you are telephoning from outside Australia so that we can endeavour to assist you.

11.8 Returning payments

Where we reasonably believe that funds have been transferred to your loan account because of unauthorised or unlawful activity (such as a fraudulent payment or a payment as a result of a scam affecting you or another person) (**Improper Payment**), we may without your consent debit to your loan account an amount no greater than the Improper Payment and return the funds to the sender or sending financial institution or as otherwise required by law, code or regulation. If we do and your redraw balance is not sufficient to cover the amount returned, you must immediately pay us the difference between the amount we return to the sender and the amount available in your redraw balance (if any), and your loan account will be in arrears if you fail to do so. We will take reasonable steps to contact you in relation to an Improper Payment where we consider it relates to a fraud or scam, unless we're unable to do so under applicable laws or regulations.

Where we reasonably believe that funds have been transferred into your account as a mistaken payment under the ePayments Code, we will instead follow the process set out in the 'Mistaken Payments' clause in our Electronic Banking Terms and Conditions.

12. When you are in default

12.1 When you are in default

A default occurs if a monetary default occurs or a non-monetary default occurs.

Monetary defaults

A monetary default occurs if you or a guarantor don't pay any amount required under this loan contract or a mortgage when it's due.

Non-monetary defaults

A non-monetary default occurs if:

- you or any guarantor breaches any term of this loan contract, any mortgage or any guarantee

- we believe on reasonable grounds that you or a guarantor haven't complied with a law or any requirement of a statutory authority that relates to this loan contract or any property
- it becomes unlawful for you or us to continue with this loan contract or a mortgage
- you or a guarantor gives us information or makes a representation or warranty to us, about this loan contract or any guarantee or mortgage, which is materially incorrect or misleading (including by omission), and which has materially increased or may materially increase our risk in relation to this loan contract
- you use the loan for a purpose we haven't approved
- you or a guarantor becomes insolvent
- we require early repayment under another arrangement you or a guarantor has with us, or we take default-based action against you or a guarantor
- a person or another creditor takes enforcement proceedings against you or a guarantor (or your or their assets)
- you or a guarantor don't give us financial information required by this loan contract, a guarantee or a mortgage
- you or a guarantor don't maintain any insurance this loan contract, a guarantee or a mortgage requires
- you or a guarantor deal with, or try to deal with, any property in breach of this loan contract, a mortgage or any other agreement with us, without our consent, or
- you or a guarantor fail to complete any works we have approved in respect of the property, in accordance with the plans and specifications we've approved, within any period we've agreed with you or the guarantor in writing.

12.2 What happens when you are in default

Before we act

We'll only act on a non-monetary default if it's material, or we reasonably consider it has or will have a material impact on:

- your or a guarantor's ability to meet your or their financial obligations to us (or our ability to assess these)
- our security risk (or our ability to assess this), or
- our legal or reputational risk if the default is of a type referred to in the first five bullet points under the 'Non-monetary defaults' clause above.

When we act

If we decide to act we'll give you a default notice unless:

- we reasonably believe that we were induced by fraud to enter this loan contract
- we have made reasonable attempts to locate you, without success
- a Court authorises us to begin enforcement proceedings, or
- we reasonably believe we need to take urgent action to protect the property.

The default notice will:

- specify the default
- include any other information required by the National Credit Code, and
- give you at least 30 days from the date of the default notice to remedy the default (if it can be fixed).

If you don't fix the default

If you don't or can't remedy the default, then at the end of the period specified in the default notice we can immediately:

- terminate our obligation to provide any undrawn part of the total loan amount or any redraw balance (if applicable)
- require payment of all amounts owing under this loan contract (including the total of all loan account balances)
- take legal action (such as sue you for the unpaid amounts or take enforcement proceedings)
- enforce any mortgage and guarantee, and
- exercise any other legal rights we may have.

13. Changes

We can make changes to this loan contract at any time and without your consent as set out in this 'Changes' section. We'll tell you about changes in accordance with this 'Changes' section.

13.1 Changes to the annual percentage rate(s)

If a loan account has a variable annual percentage rate we can change it from time to time. This includes changing any base rate, discount or margin we use to calculate your annual percentage rate.

We can't change the annual percentage rate during a fixed interest rate period and we can't reduce any discount used to calculate your annual percentage rate if we've told you in writing that your discount cannot be reduced without your agreement.

Unless the change reduces the annual percentage rate, we'll give you notice of a change on or before the day it takes effect, either by:

- giving you written notice, or
- publishing a notice in a way permitted by the National Credit Code (for example, in a newspaper which circulates nationally).

If we give you notice by publishing it, we'll also give you details of the change before or when you receive your next statement for the relevant loan account if required by the National Credit Code.

13.2 Changes to how we calculate or debit interest

We can change how we calculate interest or when we debit it to a loan account.

Unless the change reduces your obligations, we'll give you written notice at least 30 days before it takes effect.

13.3 Changes to repayments

We can change these aspects of your repayments required for a loan account:

- the amount
- the frequency
- when you must pay them, and
- how we calculate them.

If we make a change that reduces your repayment amount or extends the time to pay, we'll give you details of the change before or when we give you your next statement for the loan account.

Otherwise, we'll give you written notice of the change at least 20 days before it takes effect.

13.4 Changes to credit fees and charges

We can change these aspects of our credit fees and charges:

- the amount you have to pay or how we calculate the amount, and
- when or how often you have to pay them.

We can also introduce new fees and charges.

During a fixed interest rate period, we can't make any change that would increase any credit fee or charge you have to pay if you end this loan contract early or prepay any amount. This includes changing the method we use to calculate such a fee or charge.

If we make a change that reduces your obligations or extends the time for payment, we'll give you details of the change before or when we give you your next statement for the loan account.

Otherwise, we'll give you notice of the change at least 30 days before it takes effect, either by:

- giving you written notice
- publishing a notice in a way permitted by the National Credit Code (for example, in a newspaper which circulates nationally).

If we give you notice by publishing it, we'll also give you details of the change before or when we give you your next statement for the relevant loan account if required by the National Credit Code.

13.5 Other changes to this loan contract

We can also change this loan contract to:

- comply with, or reduce the risk of non-compliance with, any laws, codes of practice, or regulatory guidance
- comply with a decision, recommendation or guidance of a Court, ombudsman, regulator or other similar body
- reflect a change in our systems or business procedures
- enhance the security of a loan account
- simplify this loan contract
- correct a mistake or omission, or for administrative purposes
- enable us to move you from a loan product that has been, or is to be, discontinued to another loan product
- migrate your loan account to a new system
- reflect changes or improvements to the features of your loan or loan account or how they operate
- change the ways you can access your loan account
- manage a material compliance, prudential or operational risk
- make changes that we reasonably believe are beneficial to you, or that are reasonably necessary to protect our legitimate business interests.

If we make any of these changes and the change reduces your obligations or extends the time for payment, we'll give you details of the change before or when we give you your next statement for the relevant loan account.

Otherwise, we'll give you written notice of the change at least 30 days before it takes effect.

13.6 Changes by agreement between us

You can also ask us to make changes to this loan contract. If you do, we'll only be bound by them if we agree to them or confirm them in writing.

13.7 Giving you written notice or confirmation of changes

We can give you written notice or confirmation of changes in any of the ways described in 'How we give you written notices and documents'.

14. How we communicate with you

14.1 How we give you written notices and other documents

Subject to any applicable laws, we can give you notices and other documents we're required to give you in writing by:

- email or SMS to the last email address or mobile number you gave us
- publishing it on the BOQ website or making it available in the myBOQ app and notifying you that it's available by email or SMS
- post to the last residential or postal address you gave us
- giving it to you personally, or
- any other way you've agreed.

Communicating electronically

We generally communicate with you electronically where we can, so you must regularly check your emails, SMS and the myBOQ app for communications from us. We recommend that you also keep push notifications turned on for each device on which you've installed the myBOQ app as we may also send you information through push notifications.

Changes to your details

If you don't tell us when you change your address, mobile phone number or email address, then we may still send notices using the most recent details you've given us.

14.2 When we consider notices to be given

Notices and documents we send by email or SMS are given to you at the time we send them.

Notices and documents we publish on the BOQ website or in the myBOQ app are given to you at the later of:

- the time we publish or make the notice or document available, and
- the time we tell you that we've done this and it's available to you.

Notices and documents we send by post are given to you on the date they would've been delivered in the ordinary course of post, even if you haven't received them for any reason.

Notices and documents we deliver to you personally are given to you at the time of delivery.

15. If you have a problem, complaint or dispute

Our service commitment

At BOQ, we are committed to providing our customers with innovative banking solutions and the best customer service experience.

Sometimes we can get things wrong, and if this happens we're determined to make them right again. Resolution of problems is a priority for us.

If at any time our service does not meet your expectations we'd like you to let us know.

How to contact us

- Call us on 1300 737 766
- **Contact our Customer Relations Department via:**
 - Online: www.boq.com.au/help-and-support/feedback-and-complaints
 - Call: 1800 663 766 (Monday – Friday, 9am – 5pm AEST)
 - Write to: BOQ Customer Relations Reply Paid 2258, Brisbane QLD 4001

How will your complaint be handled

If we cannot solve your problem on the spot, we'll let you know who is handling your complaint and how long it's likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our 'Customer Feedback Guide' or alternatively download a copy available on our website.

What to do if you feel your complaint has not been resolved

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. You can contact them at:

- 1800 931 678
- info@afca.org.au
www.afca.org.au
- GPO Box 3, Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

16. Other

16.1 Secured agreement

This loan contract is an 'agreement covered by this mortgage' for the purposes of each mortgage. This means that each mortgage will be security for all amounts you owe us under this loan contract.

16.2 Set off

You must pay all repayments and other amounts you owe us under this loan contract in Australian dollars and without any deduction, set-off, counterclaim or condition.

By accepting this loan contract, you waive any rights you may have to set off any amounts you may owe us against any amounts we may owe you, whether under this loan contract or any other agreement between us.

16.3 If you're a joint borrower

If there's more than one of you, you are jointly and severally liable under this loan contract. This means that:

- each of you is individually liable for all amounts owed to us
- we can claim the whole amount owed under this loan contract from any one of you, or all of you, or any combination of you, and
- we can require any one of you, all of you, or any combination of you, to perform any of the obligations under this loan contract.

16.4 If you're a trustee

If you enter into this loan contract as a trustee of a trust (whether we know this or not):

- you're also personally liable to us to the full extent of your obligations under this loan contract
- your liability is not limited to the assets of the trust, and
- you represent and warrant to us and for our benefit that:
 - the trust is duly constituted and isn't void, voidable or otherwise unenforceable
 - you have power as trustee to execute, and perform your obligations under, this loan contract
 - you have and will comply with your obligations under the trust constitution and applicable laws
 - you're the sole trustee of the trust and will ensure that you remain the sole trustee of the trust
 - you hold all the trust property as trustee of the trust under the trust constitution and no trust beneficiary has, or will have, the right to possession or control of any trust property
 - you have the right under the trustee's indemnity to be fully indemnified out of the trust property for your obligations under this loan contract and this right has priority over the rights of the trust beneficiaries
 - you haven't released or disposed of any rights under the trustee's indemnity, and won't do anything that detrimentally affects those rights
 - the trust property is, and will at all times be, enough to satisfy all of your rights under the trustee's indemnity
 - the trust property is not, and will not be, mixed with any other property, and
 - the trust is not terminated and, subject to law and/or our prior written consent, no steps have been taken or will be taken to terminate the trust, resettle any of the trust property or the trust, distribute the trust property or vary the terms of the trust constitution.

You must ensure that a person does not do, or fail to do, anything which would cause any representation, warranty or undertaking in this clause to not be true, correct and complete.

16.5 Credit laws

If:

- the National Credit Code or any other law would otherwise make a clause of this loan contract illegal, void or unenforceable
- a clause of this loan contract would otherwise contravene a requirement of or impose an obligation or liability which is prohibited by the National Credit Code or any other law,

this loan contract is to be read as if that clause were varied, or the amount of the obligation or liability reduced, to the extent necessary to be valid and enforceable and comply with the National Credit Code or other law. If that's not possible, the clause is omitted.

16.6 Serving legal documents

You agree that we can serve you with any originating process or other court documents for any court proceedings we start against you in relation to this loan contract or any mortgage, in the same way as we may give you written notices under this loan contract.

16.7 Counterparts

This loan contract can be signed in any number of counterparts. All counterparts taken together constitute one document.

16.8 Assignment

We can assign or otherwise deal with our rights under this loan contract in any way we consider appropriate without your consent.

We can disclose information about you or your loan, this loan contract, any mortgage or the property to third parties for purposes related to any assignment or proposed assignment.

16.9 Compliance with applicable laws and regulatory requirements

If we reasonably believe it is necessary to enable us to comply with any law, regulatory requirement or internal compliance program that we are legally required to have, or to exercise rights we have under this loan contract or any related guarantee or mortgage:

- you must give us any information or assistance we request, and
- we can disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions.

16.10 GST

Unless otherwise expressly stated, all amounts referred to in this loan contract don't include GST.

If any GST applies to any amount under this loan contract (including any indemnity or reimbursement), the amount is increased by the GST amount the supplier has to pay.

16.11 Assumptions we've made

When we calculated the repayment amounts, the total interest charges and the credit fees and charges amounts shown in the Loan Schedule we assumed that:

- settlement will occur on the disclosure date specified in the Loan Schedule

- the total loan amount will be drawn on the settlement date
- the annual percentage rate or rates won't change through the term of the loan from the rate or rates shown in the Loan Schedule
- you'll make all repayments on the applicable repayment date even if it isn't a business day, and you don't make any extra repayments
- we don't make any changes to the credit fees and charges disclosed in the Loan Schedule (or impose any new credit fees or charges), and that you'll pay them when they become payable, and
- no offset accounts are linked to any loan account.

The actual repayment amounts, total interest charges (if applicable) and total credit fees and charges may differ from the amounts shown in the Loan Schedule.

17. What the words mean

In this loan contract, unless the context otherwise requires, the following words have these special meanings:

annual percentage rate, in relation to a loan account, means the interest rate applicable for that loan account as described in the Loan Schedule and changed from time to time

annual prepayment limit means the annual prepayment limit described in the 'Early Repayment Charge' clause

business day means a weekday except a national public holiday

credit fees and charges means the fees and charges payable in connection with your loan contract, but does not include:

- interest charges (including default charges)
- government charges, or duties, on receipts or withdrawals, or
- enforcement expenses.

daily percentage rate means the applicable current annual percentage rate divided by 365

end of the day means 11:59:59pm in Brisbane on that day

extra repayments means, at a particular time, the amount of repayments you've made that exceed the repayments you were required to make under this loan contract up to that time

fixed interest rate period means a period during which you and we have agreed that the annual percentage rate that applies to a loan account is fixed

guarantee means a guarantee and indemnity given to us by a guarantor

guarantor means the person or persons who have provided or are to provide a guarantee for performance of your obligations under this loan contract including any guarantor identified in the Loan Schedule

insolvent means a person who:

- commits an act of bankruptcy, enters into a composition with their creditors or is declared or becomes bankrupt
- is (or states that they are) an 'insolvent under administration' or 'insolvent', each as defined in the *Corporations Act 2001 (Cth)*

- is otherwise unable to pay their debts when they fall due
- has something substantially similar to any of the things referred to above happen to them under the law of any jurisdiction, or
- is considered to be insolvent under the terms of a guarantee or mortgage entered into or granted by the person.

interest only period means a period during which the Loan Schedule says, or we later agree, you're only required to make interest only repayments

interest only repayment means a repayment where the amount of the repayment is equal to the interest charge payable for the repayment period

laws means laws that apply to this loan contract including the National Credit Code, sanctions laws, anti-money laundering laws, counter-terrorism financing laws, laws relating to fraud or other criminal activity and any codes of practice we subscribe to including laws in Australia and laws of any other country that we're required to comply with

lenders mortgage insurance is insurance we take out to protect us against losses if you don't repay your loan. It isn't a policy which protects you and, if the insurer pays us, the insurer may have rights to recover from you the amount of any claim paid

loan means the loan we offer to advance to you under this loan contract

loan account means the account or accounts we open in your name on our books and records for the purposes of the loan

loan account balance means, in relation to a loan account, at any time the difference between all amounts debited and all amounts credited to the loan account up to that time

loan contract means the contract between you and us and which consists of:

- the Loan Schedule, and
- these terms and conditions,

as may be varied from time to time

Loan Schedule means the 'Loan Schedule' document we give you showing the specific details of your loan

loan term means the period over which you must repay your loan beginning on the settlement date

locked rate means the fixed rate we agree is your locked rate for a rate lock (where applicable)

mortgage means a mortgage or security interest granted to us over the property. Unless we agree in writing otherwise, each mortgage must be a first-priority registered or registrable mortgage executed in our favour by each person who is or will be registered as the proprietor of the property

National Credit Code means the National Credit Code under the *National Consumer Credit Protection Act 2009 (Cth)* as modified or replaced from time to time

offset account means a BOQ Everyday Account or other eligible myBOQ savings or transaction account which can be linked to a loan account as an offset account (see the 'Offset Accounts' above)

previous BOQ home loan means a Economy Home Loan, Clear Path Variable Home Loan that was subsequently converted to a BOQ Essentials Home Loan or Plus Home Loan

principal and interest repayment means a repayment where the amount of the repayment includes both the interest charge payable for the repayment period and an amount of principal to reduce the loan account balance

property means the property or properties mortgaged to us or to be mortgaged to us as security for your loan, as specified in the Loan Schedule, and any other property we agree with you is to be security for your loan

rate lock means our Rate Lock feature as described in the 'Rate Lock' clause in these terms and conditions

rate lock expiry date means the date that is 90 days after we agree a locked rate with you

redraw means the loan feature described in the 'Redraw' section of these terms and conditions

redraw balance for a loan account at any time means the amount by which the sum of your actual payments up to that time exceeds the sum of your required payments up to that time less all amounts redrawn and any agreed reductions to this amount

repayment means a repayment you have to pay us under this loan contract as stated in the Loan Schedule and changed from time to time under this loan contract

repayment account means the account from which you've authorised us to debit the repayments due to us under this loan contract for a loan account

repayment date means the date on which a repayment is due under this loan contract being:

- if your repayments are weekly, each 7th day after the settlement date
- if your repayments are fortnightly, each 14th day after the settlement date
- if your repayments are monthly, the same day of the month as the settlement date except that:
 - if your loan was not previously a previous BOQ home loan and there's no such day in a particular month, your repayment date for that month will be the last day of that month and your repayment date will then continue to be on that day of the month in subsequent months, and
 - if your loan was previously a previous BOQ home loan and there's no such day in a particular month, your repayment date for that month will be the last day of that month without affecting the repayment date in subsequent months
 - as such repayment dates may be changed from time to time.

repayment period means the length of time between repayments (that is, one week, a fortnight or a month, as the case may be)

settlement date means the date we first provide funds to you and **settlement** has a corresponding meaning

split loan means a loan that has two or more loan accounts

total loan amount means the amount specified as the 'total loan amount' in the Loan Schedule as may be changed by agreement with you

trust, if you enter into this loan contract as a trustee of a trust, means the trust for which you act as trustee

we, us, and our means Bank of Queensland Limited ABN 32 009 656 740 (BOQ) ASFL and Australian Credit Licence No 244616.

works means building work, excavation or earthworks on the property, work demolishing, removing or materially altering any part of the property, or any building or development work required by an authority in connection with the property

you and your means the person or persons referred to in the 'Overview' section of the Loan Schedule being the borrower(s). If there is more than one person specified, 'you' means each of those persons separately and all of them as a group.

18. General interpretation

In this loan contract, unless the context otherwise requires:

- the singular includes the plural and vice versa
- a reference to any thing is a reference to the whole or any part of that thing
- references to a document or agreement include all variations, novations or replacements to it
- a reference to a clause or a section is (unless otherwise indicated) a reference to a clause or a section of these terms and conditions
- references to any person (including you, us) include the person and the successors in title, transferees or executors of the person, and
- the use of the words 'including' and 'include' in a clause as an introduction to a list of things does not limit the clause to that list or to things of a similar type.

Things you should know about your proposed credit contract

Information Statement

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, your credit provider's external dispute resolution 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 one 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 payout figure?

You can write to your credit provider at any time and ask for a statement of the payout 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 seven 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 in a newspaper.
- 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 your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority (AFCA) and can be contacted at:

Mail: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Email: info@afca.org.au

Website: afca.org.au

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 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 can not 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.

Mortgages

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

18. What can I do if I find that I can not afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23. Otherwise you may:

- if the mortgaged property is goods: give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you
- sell the property, but only if your credit provider gives permission first

OR

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19. Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have seven days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

General

22. What do I do if I can not 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.

23. What if my credit provider and I can not 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 external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out in question 25.

24. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25. 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.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS.

YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS AFCA AND CAN BE CONTACTED AT:

Mail: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Email: info@afca.org.au

Website: afca.org.au

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.



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