



Bank of
Melbourne

Advantage Package Home Loan.

Terms and Conditions.

Effective Date: 19 February 2024



Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by visiting accesshub.gov.au/about-the-nrs

Visit bankofmelbourne.com.au/accessibility for further information on our accessible products and services for people with disability.

Parts A, B and C of this booklet comprise the terms and conditions that apply to the *Package*.

Part A – Summary of Package Features and Benefits

Part B – More Detail – Package Features and Benefits

Part C – Specific Package Terms and Conditions

Words in *italics* are defined in Clause 18 of Part C

Part A: Summary of *Package* features and benefits.

Eligible products	Available benefits
Standard Variable Rate Home or Investment Loan	<ul style="list-style-type: none"> • No “lending establishment fee” • No monthly “loan account fee” • Interest rate discount based on <i>Package</i> owner’s total loan amount. For latest rates please refer to our website at: bankofmelbourne.com.au/hlinterestrates
OR Fixed Rate Home or Investment Loan	<ul style="list-style-type: none"> • No “lending establishment fee” • No monthly “loan account fee”.
OR Portfolio Loan (no longer for sale effective 30 September 2021) AND	<ul style="list-style-type: none"> • No “loan account fee” • Interest rate discount is based on <i>Package</i> owner’s total loan amount.
Credit Cards <ul style="list-style-type: none"> • Amplify Platinum • Amplify Signature • Vertigo • Amplify (no longer for sale effective 23 August 2021) • Vertigo Platinum (previously known as Platinum Visa, no longer for sale effective 23 August 2021) AND	Each package is entitled to a waiver of future annual card fees for one eligible credit card account, subject to the terms and conditions set out in Part B below.
Home and/or Contents Insurance* Landlord Insurance*	** Advantage Package Customers may be eligible for an ongoing premium discount of up to 10% on their Home and Landlord Insurance policies.

This information and advice does not take into account your personal circumstances. You should read the relevant Product Disclosure Statement to see if these products are right for you. Visit bankofmelbourne.com.au

*Home and Contents and Landlord Insurance are issued by Allianz Australia Insurance Limited ABN 15 000 122 850 AFSL 234708 (Allianz). Bank of Melbourne - a Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 arranges the insurance under a distribution arrangement with Allianz Insurance, but does not guarantee the insurance. This information does not take into account your personal circumstances. Before making a decision, please consider the relevant Product Disclosure Statement. For more information call 13 22 66. A target market determination has been made for this product. Please visit bankofmelbourne.com.au/tmd for the target market determination.

**Advantage Package Customers may be eligible for an ongoing premium discount of up to 10% on their Bank of Melbourne Home and Landlord Insurance policies. If you are also eligible for a combined or other policy discount, Allianz will apply the Package discount to the already discounted premium. This means the effect will be reduced. If you purchase your policy online, the Package discount will be applied after purchase and Allianz will inform you of your revised premium (this may take up to 3 months). Allianz will then provide a refund for premium paid annually or provide a pro rata refund and reduce your remaining monthly instalments. If you take out an Advantage Package after your policy has been issued, then the Package discount will apply from your next renewal. Any discounts may be subject to rounding and do not apply to taxes or government charges.

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ABN 33 007 457 141 AFSL and Australian credit licence 233714. Part B: More detail – **Package** features and benefits.

Part B: More detail – Package features and benefits.

The details of the **Package** features and benefits are as follows:

Package loan products.

You are allowed to have up to five *sequence* residential home or investment loans or one Portfolio Loan (no longer for sale effective 30 September 2021) in a **Package**.

1. **Package residential home and investment loans.**

Residential home and investment loans eligible for inclusion in a **Package**:

- Standard variable rate loans;
- Standard fixed rate loans;

Subject to the Part C, Bank of Melbourne will not, during the term of the **Package**, charge any of the following fees for a residential home or investment loan that is included in a **Package**:

- “lending establishment fee”; or
- monthly “loan account fee”.

The following are not allowed in a *Package*:

- any loan on which a borrower is a company
- any loan on which a borrower is a trustee
- any loan where a security property is company title
- building loan(s)
- Relocation loan(s).

There may be other special features or loan types which we are unable to include in a *Package*. We will tell you if that is the case.

Subject to Part C, if your loan is included in a *Package*, you may receive a discount to your interest rate depending on the type and size of your loan.

The details of any interest rate discount will be in our “*acknowledgement form*” (and on your Loan Offer Document for a new loan).

In addition to the terms and conditions set out in this document, the terms and conditions applying to a loan that is included in a *Package* are set out in your Loan Agreement.

If a *Package loan* product is at a fixed rate which rolls over into a variable rate, at the end of the fixed rate period, the prevailing *Advantage Package* interest rate discount will apply. We will inform you of this discount before the end of the fixed rate period.

2. Package Portfolio Loan (no longer for sale effective 30 September 2021).

Subject to Part C, Bank of Melbourne will not, during the term of the *Package*, charge a “loan account fee” for a Portfolio Loan that is included in a *Package*.

The following are not allowed in a *Package*:

- any loan where a borrower is a company
- any loan where a borrower is a trustee
- any loan where a security property is under company title
- any loan where any sub-account was/is a construction sub-account.

There may be other special features or loan types which we are unable to include in a *Package*. We will tell you if that is the case.

A Portfolio Loan will be considered a single loan for the purposes of a *Package* regardless of the number of sub-accounts in any one Portfolio Loan.

If your Portfolio Loan is included in a *Package*, you may receive a discount to your interest rate(s) on sub-accounts depending on the type and size of your Portfolio Loan.

3. Package full interest offset facility.

You can only set up a Mortgage Equaliser Offset or Repayment Offset facility on an eligible Standard Variable Loan.

4. Package credit card.

You are allowed to have one credit card included in a *Package*. Subject to Part C, Bank of Melbourne will not charge the “annual card fee” for that credit card account. Other fees and charges may apply.

If you are eligible for a package, you can link one eligible credit card to your package and receive a waiver of the future annual card fees while you remain on that package, subject to the credit card eligibility terms below.

Credit card eligibility terms.

Waiver of existing pricing.

In order to receive the annual card fee waiver, you agree to forfeit any non-standard pricing otherwise applicable to your card. This includes any interest rate(s) or annual card fee that is different to the standard advertised interest rate(s) or annual card fee for your card, for example a limited time promotional purchase interest rate (together, “Non-Standard Pricing”), but does not include a promotional balance transfer interest rate.

You will need to contact us to forfeit your existing Non-Standard Pricing in favour of the package benefit. Once the Non-Standard Pricing is forfeited, the linked credit card will, apart from the annual card fee waiver, be otherwise subject to the standard advertised fees and interest rates for that credit card from the time the credit card is linked to the package. Note that, if you do not contact us to forfeit the Non-Standard Pricing on your card, or it does not come to an end automatically (for example, the promotion period ends), you will not receive the annual fee waiver under the package. If you are unsure about your current pricing, please contact us.

General.

- A credit card that is not in good standing is not eligible for inclusion in a package. If you are unsure of the status of your card, or would like to discuss your financial situation, please call us.
- The annual card fee waiver will apply to future annual card fees. You will not be refunded annual card fees charged to your account prior to entering into the package.
- It can take up to 60 days for us to apply an annual card fee waiver. However, if your credit card annual fee is charged in error, please contact us and we will refund that annual fee charge.

- All other fees, charges and interest rates applicable to your credit card, such as any Reward Program Fees, are not waived as part of the package.
- Any active Balance Transfers and Plan&Pays on your credit card account at the time you enter into the package will retain their existing pricing.
- If your package comes to an end or is cancelled the annual card fee waiver will no longer apply and the credit card that was linked to your package will become subject to the standard advertised fees, interest rates and charges that apply to that credit card product. You can visit our website to see our current credit card standard interest rates and charges.

5. **Package Insurance.**

Advantage Package Customers may be eligible for an ongoing premium discount of up to 10% on their Bank of Melbourne Home and Landlord Insurance policies. If you are also eligible for a combined or other policy discount, Allianz will apply the Package discount to the already discounted premium. This means the effect will be reduced. If you purchase your policy online, the Package discount will be applied after purchase and Allianz will inform you of your revised premium (this may take up to 3 months). Allianz will then provide a refund for premium paid annually or provide a pro rata refund and reduce your remaining monthly instalments. If you take out an Advantage Package after your policy has been issued, then the Package discount will apply from your next renewal. Any discounts may be subject to rounding and do not apply to taxes or government charges.

Conditions, limits and exclusions on cover apply and are explained in each insurance product's PDS and policy wording.

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Part C: Specific *Package* terms and conditions.

1. Important information.

- 1.1 Parts A, B and C of this document comprise the terms and conditions applying to the *Package*. By signing the *acknowledgement form* you agree to be bound by these terms and conditions.
- 1.2 These terms and conditions should be read in conjunction with the terms and conditions applying to, as relevant, your *Package loan product*, *Package full interest offset facility*, *Package credit card*, *Package fee paying account* and *Package insurance*.

2. *Package owner* eligibility.

- 2.1 In order to be a *Package owner*, each applicant must:
 - (a) be a natural person (i.e. not a company, business, trust or any other non-natural person);
 - (b) hold or have applied for and have been approved to be issued with an eligible *Package loan product* with a loan amount or credit limit of at least \$150,000;
 - (c) complete the *acknowledgement form* and return the form to Bank of Melbourne;
 - (d) For new *Package loans*, increases to an existing home or investment loan that is nominated to be a *Package loan product*, complete the *acknowledgement form* and return it to Bank of Melbourne prior to settlement; and
 - (e) the applicant, or if there is more than one, any applicant must hold a:
 - (i) *Package fee paying account*; and
 - (ii) unless the *Package fee paying account* is also used to have the loan repayments of the *Package loan product* deducted, another Bank of Melbourne account that is used to make monthly repayments of the *Package loan product*.

3. Entitlement to *Package benefits*.

- 3.1 Subject to clauses 3.2, 3.3, 3.4 and 3.5 the *Package benefits* will only be made available to a *Package owner* if, at all times, the following conditions are satisfied:
 - (a) the *Package owner*, or if there is more than one, a *Package owner* holds and keeps open a *Package fee paying account*;
 - (b) the annual *Package fee* has been paid in accordance with clause 4;

- (c) all loan repayments for the *Package loan* product must be deducted from a Bank of Melbourne transaction account;
 - (d) no *Package owner* is in default under any credit card or transaction account to which *Package benefits* apply; and
 - (e) the *Package* has not been cancelled in accordance with clause 6.
- 3.2 The *Package benefits* listed in Part B only apply where the *Package home loan*, *Package full interest offset facility* and *Package credit card* product is:
- (a) held by a *Package owner* alone or jointly with another *Package owner*; and
 - (b) not held jointly with any person who is not a *Package owner*.
- 3.3 If the *Package loan* product is discharged, the *Package* will remain open and *Package benefits* will apply until:
- (a) the next anniversary date of the settlement of your *Package loan product*; or
 - (b) on such earlier date that you inform us in writing that you wish to cancel your *Package* in accordance with clause 6.
- We will inform you before the anniversary date of your *Package loan product* that your *Package* will be cancelled on that date.
- 3.4 At any one time:
- (a) only one *Package* with up to five sequence residential home or investment *loans* or one Portfolio Loan (no longer for sale effective 30 September 2021) can be included in a *Package*. If you choose to *Package* one sub-account of a Portfolio Loan, then all the other sub-accounts must also be included in the same *Package*; and
 - (b) only one *Package full interest offset facility* can be included in a *Package*; and
 - (c) only one *Package credit card* can be included in a *Package*. A credit card must be nominated by a *Package owner* to be a *Package credit card*. The issuing of a new *credit card* is subject to an application approved under our prevailing credit criteria.
- 3.5 The *Package benefits* are not available in conjunction with any other special offer or *Package* issued by Bank of Melbourne.
- 3.6 Where *Package benefits* apply to a *Package home loan*, *Package full interest offset facility* and/or *Package credit card* in respect of a *Package*, those accounts cannot be attached to another *Package* as eligible products. However, a *Package fee paying account* may be used as such for more than one *Package*.

4. Annual Package fee.

4.1 You agree to pay us annually, in advance, a non-refundable *annual Package fee* (as varied from time to time).

4.2 The *annual Package fee* will be deducted from the *Package fee paying account* one day after settlement of the *Package loan product* and thereafter on each anniversary of the settlement day. It is your responsibility to ensure there are sufficient funds in the *Package fee paying account*.

Notwithstanding that your *annual Package fee* is paid in advance for a year, if your *Package* is cancelled because:

- you discharge your *Packaged loan* at any time during the year; or
- your loan repayments are no longer deducted from a Bank of Melbourne transaction account; or
- you fail to pay your *annual Package fee* from a *Package Fee Paying Account*, we do not refund any part of the *annual Package fee* on a proportionate basis.

4.3 All owners of the *Package fee paying account* are liable for the payment of the *annual Package fee* notwithstanding that an owner of the account may not be a *Package owner*.

4.4 If there are insufficient funds in the *Package fee paying account*, we will set off the *annual Package fee* against any credit balance in another of your deposit accounts with us. You acknowledge that we have such right of set off in the event of default. If we are unable to set off against another of your deposit accounts, you will be treated as being in default under these terms and conditions. We will cancel your *Advantage Package*, which may result in you losing your benefits. We will notify you before this occurs.

5. Substitution and addition of eligible products.

5.1 After your *Package* has been set up and during the term of your *Package*, you may, subject to clauses 2 and 3, remove and replace a *Package home loan* or a *Package credit card* with, as relevant, another *Package home loan* or a *Package credit card*, as relevant.

6. Cancellation of the Package.

- 6.1 A *Package owner* may cancel the Package at any time by giving us **14 days' advance notice** in writing. However, if there is more than one *Package owner*, each *Package owner* must agree, in writing, to the cancellation. If you cancel the Package, you need not close any of your accounts with us, however, you will lose all of your *Package benefits*.
- 6.2 We may cancel your Package by providing you with **30 days' written notice** if:
- (a) your *Package fee paying* account is closed; or
 - (b) your loan repayments are no longer deducted from your Bank of Melbourne transaction account; or
 - (c) you discharge your *Package home loan*; or
 - (d) you are in default under your *Package credit card*; or
 - (e) there is a default under a *Package home loan*.

7. Effect of cancellation of Package.

- 7.1 If you or we cancel your Package, you will not receive any *Package benefits* from the date of cancellation. You may keep all your accounts which will continue to be governed by the product terms and conditions that apply to them.

8. Changes to the terms and conditions.

- 8.1 We may change these terms and conditions. It is important that the contact details you have given us are up to date. If they are not, we may not be able to notify you of changes (although we will take reasonable steps to find you). We can make the following changes:
- (a) changes to the *annual Package fee* (including changing the amount of this fee or the time of payment) and introducing new fees and charges;
 - (b) the *Package benefits* (including the products eligible for *Package benefits*); and
 - (c) other changes which reflect changes to our pricing, reflect changes to our business or technological systems, reflect current industry or market practice or condition, are administrative or correct a mistake, we reasonably think you will benefit from, or are necessary to protect our legitimate business interests.

- 8.2 We will notify *Package owners* of changes as follows:
- (a) if we introduce a fee or charge, we will give *Package owners* notice of the change at least 30 days before the change takes effect by writing to a *Package owner*.
 - (b) if we make any other change we will give *Package owners* notice of the change as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to the *Package owners*, at least 30 days before the change takes effect. We will notify the *Package owners* of these changes by advertisement in the national or local media or by writing to a *Package owner*.

We can also give *Package owners* shorter notice period (or no notice) if we believe that it is necessary to avoid, or to reduce, a material increase in our credit risk or our loss.

- 8.3 Unless publicised by a government, government agency or representative body, we will notify *Package owners* of the introduction or variation of a government charge payable directly or indirectly by a *Package owner* in the national or local media or by writing to a *Package owner*.
- 8.4 If we materially reduce the overall *Package* benefits, you may request to cancel your *Package* and we will provide you with a pro-rata refund of your annual *Package* fee.

9. Government fees.

- 9.1 If any government taxes, duties or charges such as stamp duty become payable (whether by you or by us) on or in connection with the *Package*, you authorise us to debit any such amount when due:
- (a) to your *Package fee paying* account; or
 - (b) where there are insufficient funds in your *Package fee paying account* to pay the amount when due, to any other deposit account with Bank of Melbourne held by any of you.
- 9.2 You remain responsible for all Government fees, taxes and charges which apply to the *Package home loan*, *Package full interest offset facility* and *Package credit card*. Generally, fees payable in connection with these products are not subject to GST. However, other Bank of Melbourne products (for example leasing and funds management) are subject to GST and GST will be added to the value of those supplies.

10. How we may exercise our rights.

- 10.1 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate including by imposing conditions. If we do not exercise a right or remedy fully or at a given time, we may still exercise it later.
- 10.2 Our rights and remedies under this agreement are in addition to other rights and remedies provided by law independently of it.
- 10.3 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

11. Assignment.

- 11.1 Your rights are personal to you and may not be assigned without our written consent.
- 11.2 We may assign or deal with our rights under this agreement in any way we consider necessary. You agree that we may disclose any information or documents we consider desirable to help us exercise that right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this agreement.

12. Feedback 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 1300 786 029.
If you are overseas, please call +61 3 8536 7870.

By post

You can write to us at: 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 at eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#!/welcome

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.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

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

13. Multiple Package owners.

13.1 If there is more than one *Package owner*, the following applies:

(a) each *Package owner* must fully comply with these terms and conditions
as if the *Package* were in one name alone; and

(b) we can send notices and other documents (including a notice of a change to these terms and conditions) by mailing them to any *Package owner* we select at their last known address and they will be taken to have been given to all *Package owners*.

14. Service of notices.

14.1 Where, by these terms and conditions, we have agreed to write to a *Package owner* or send a *Package owner* a notice, or should we otherwise seek to communicate with a *Package owner*, the communication may be sent to the *Package owner's* last known address. For joint *Package owners*, see clause 14.1(b).

15. Changes in particulars.

15.1 Each *Package owner* must inform us immediately of a change in their name or address. This can be done by calling 13 22 66 or by writing to us.

15.2 We will not be responsible for any errors or losses associated with a change in particulars if we do not receive notice or adequate notice of the change.

16. Banking Code of Practice.

16.1 The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

17. Meaning of words.

acknowledgement form means the form described as such that is completed by an applicant.

annual Package fee means the fee that is described as such in the documents referred to in clause 4.1 as varied from time to time.

applicant means a person who has applied for the Package using the *acknowledgement form*.

eligible products means the products to which Package benefits can apply. Detailed information about those products are set out in Parts A and B.

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

Package means Bank of Melbourne Advantage Package or such other Package that we may replace it with from time to time.

Package benefits means the features and benefits detailed in Part B.

Package credit card means any one of the eligible credit card products that is nominated as such in the *acknowledgement form*.

Package fee paying account means any one of the following deposit accounts that is nominated as such in the *acknowledgement form*:

- Retirement Access Plus (formerly known as 'Pensioner Account')
- Complete Freedom
- Portfolio Loan sub-account
- Get Set Loan
- Investment Cash.

Package full interest offset facility means one Mortgage Equaliser Offset or Repayment Offset facility that is nominated as such in the *acknowledgement form* that is activated at or before settlement of, and relates to, your *Package loan* product. This facility is only available in respect of a standard or negotiated variable rate residential home or investment loan.

Package loan product means any eligible residential home loan or investment loan products that is nominated.

Package owner means an *applicant* who satisfies clause 2. At any time there can be only up to a maximum of 14 co-*Package owners* in a *Package*.

person means an individual and does not include a firm or a body corporate, an unincorporated association or an authority.

sequence loan means a residential home or investment loan with the same borrower(s) and it is secured by the same property or properties.

At any one time it may have up to 5 multiple sequences belonging to the one loan.

Each sequence may have the following options:

- Fixed interest rate or variable interest rate;
- principal and interest repayments or interest only repayments;
- interest in advance (available to investment loan only) or interest in arrears.

The sequences have the same account number except for the last two digits, e.g. first sequence ends with digits 00, second sequence 01 and so on.

settlement date means the first date we lend you any part or whole of a loan amount.

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 233714 ACL 233714 and its successors and assigns.

you means the person named in the *acknowledgement form* as a *Package owner*. If there is more than one person named, **you** means each of them separately and each of them jointly.

you includes your successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it; and
- law means common law, principles of equity and laws made by parliament; and
- anything includes the whole and each part of it.

Important notices.

Fees and discounts stated are current as at 21 November 2021 and can change at any time. We will notify you of changes as required. Information about the fees and discounts is available on request.

Bank of Melbourne is the product issuer of a transaction account referred to in this booklet and any associated payment products. Any information in this document is prepared without consideration of your personal objectives, financial situation or needs. Before acting on the information, you should consider if it is appropriate to your objectives, financial situation or needs.

You can obtain a Terms and Conditions booklet for any of the products referred to in this document by phoning 13 22 66 or visiting your nearest Bank of Melbourne branch. Please consider the Terms and Conditions booklet for a product before you decide whether to acquire or continue holding the product and ensure that the product is appropriate.



Bank of
Melbourne

Important Information.

Should you lose your card or passbook, immediately notify the 24-hour card service centre on 1800 772 266 within Australia 7 days a week (free call) 61 3 9982 4156 outside Australia.

General customer enquiries.

Call us on 1300 786 029

8am – 8pm AEST Monday – Saturday

Excluding public holidays

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

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