

# Request to renegotiate a home loan



## 1. Personal and current loan details (if more than 4 borrowers please complete another form)

### 1. First borrower

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Member number \_\_\_\_\_ Contact phone number \_\_\_\_\_

### 2. Joint borrower (if applicable)

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Member number \_\_\_\_\_ Contact phone number \_\_\_\_\_

### 3. Joint borrower (if applicable)

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Member number \_\_\_\_\_ Contact phone number \_\_\_\_\_

### 4. Joint borrower (if applicable)

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Member number \_\_\_\_\_ Contact phone number \_\_\_\_\_

**LOAN 1** Loan Account Number \_\_\_\_\_ Current Loan Balance \$ \_\_\_\_\_

#### Type of loan

- Variable       Discounted Home Loan
- 1 year Fixed       2 year Fixed       3 year Fixed
- Line of Credit (closed to new business)       Package home loan

#### Payment type

- Principal & Interest    Weekly    Fortnightly    Monthly    Interest only (monthly only)

**LOAN 2** Loan Account Number \_\_\_\_\_ Current Loan Balance \$ \_\_\_\_\_

#### Type of loan

- Variable       Discounted Home Loan
- 1 year Fixed       2 year Fixed       3 year Fixed
- Line of Credit (closed to new business)       Package home loan

#### Payment type

- Principal & Interest    Weekly    Fortnightly    Monthly    Interest only (monthly only)

## 2. New loan details - Complete this section to either Switch, Split or Combine your home loan(s) or to reduce your line of credit limit

### Select from the four options below

If the interest rate applying to your loan is currently fixed, and you request to switch to a variable rate or to fix the rate again prior to expiry of the current fixed term, such request will constitute a break event, an early repayment adjustment may apply and you must complete section 6 of this form.

If the interest rate applying to your loan is currently variable, you have an offset account linked and you request to switch the interest rate to a discounted variable rate or to a fixed rate, your offset account will be de-linked from your loan and your offset benefit will be reduced to zero from the date the change takes effect.

I/we request the following changes to take effect on \_\_\_\_\_ (date), on the date the Credit Union agrees to this request or on the date stated in any variation agreement or new credit contract produced to give effect to the changes requested, whichever occurs last.

- I/we request to switch my/our existing loan/line of credit to another single loan type:
- Variable    Discounted home loan    1 year Fixed    2 year Fixed    3 year Fixed    Package home loan
- I/we request to split my/our existing loan/line of credit to the following loan types:
- Loan 1: Amount \$ \_\_\_\_\_
- Variable    Discounted home loan    1 year Fixed    2 year Fixed    3 year Fixed    Package home loan
- Loan 2: Amount \$ \_\_\_\_\_
- Variable    Discounted home loan    1 year Fixed    2 year Fixed    3 year Fixed    Package home loan
- I/we request to combine my/our existing loans/Lines of Credit into a single loan type:
- Variable    Discounted home loan    1 year Fixed    2 year Fixed    3 year Fixed    Package home loan
- I/we request to reduce the limit on my/our existing Line of Credit to \$ \_\_\_\_\_

## 3. Repayment details - Complete this section to alter your home loan repayment type, amount and frequency

I/we wish to make repayments on my/our loan(s) as follows:

- Loan 1:**    Principal and Interest
- I/we would like to pay:    weekly and commencing from \_\_\_\_\_ (date)
- fortnightly and commencing from \_\_\_\_\_ (date)
- monthly and commencing from \_\_\_\_\_ (date)
- minimum repayment and maintain 'in advance' funds (redraw)
- minimum repayment and reduce 'in advance' to \$ \_\_\_\_\_
- specific amount of \$ \_\_\_\_\_
- Interest only
- Continue on current interest only period until expiry
- Commence a new interest only period of \_\_\_\_\_ years
- Interest capitalisation
- Continue on current interest capitalisation period until expiry
- Commence a new interest capitalisation period of \_\_\_\_\_ months
- Pause my repayments for a period of \_\_\_\_\_ months and capitalise interest to my loan account during that time.
- Loan 2:**    Principal and Interest
- I/we would like to pay:    weekly and commencing from \_\_\_\_\_ (date)
- fortnightly and commencing from \_\_\_\_\_ (date)
- monthly and commencing from \_\_\_\_\_ (date)
- minimum repayment and maintain 'in advance' funds (redraw)
- minimum repayment and reduce 'in advance' to \$ \_\_\_\_\_
- specific amount of \$ \_\_\_\_\_

- Interest only
  - Continue on current interest only period until expiry
  - Commence a new interest only period of \_\_\_\_\_ years
- Interest capitalisation
  - Continue on current interest capitalisation period until expiry
  - Commence a new interest capitalisation period of \_\_\_\_\_ months
- Pause my repayments for a period of \_\_\_\_\_ months and capitalise interest to my loan account during that time.

Interest capitalisation is available only where your loan was provided for bridging and/or construction purposes and the sale or construction of your property has not yet been completed.

Where you request a new interest only or interest capitalisation period to commence, we may request additional information from you to assist us in making a decision to approve or decline your request. We are under no obligation to approve your request.

**Account for direct debit**

Complete only if changing from your current repayment account. If you do not nominate a new account, we will continue to debit home loan repayments from your existing nominated account, including new repayments if you have requested to split your loan. Please note that loan repayments must be deducted from an account held with Credit Union SA.

New account name \_\_\_\_\_ New account number \_\_\_\_\_

**4. Change to security - Complete this section only if requesting release or substitution of security on a loan that is intended to continue.**

Where a security is to be discharged as a result of a loan being repaid in full, this form is not required and you only need to complete the Credit Union's request for discharge form.

I/we wish to apply for release of the following security:

- Residential mortgage over property situated at \_\_\_\_\_  
\_\_\_\_\_
- Guarantee provided by \_\_\_\_\_  
(*guarantor names(s)*) \_\_\_\_\_  
\_\_\_\_\_
- and supported by:
  - Residential mortgage over property situated at \_\_\_\_\_  
\_\_\_\_\_
  - Term deposit account number \_\_\_\_\_

If the Credit Union holds a registered mortgage over the above security, you will also need to complete the Credit Union's request for discharge form.

I/We wish to offer the following security in substitution of the above:

- No additional security to be provided.
- Residential mortgage to be provided over property situated at \_\_\_\_\_
- Guarantee provided by \_\_\_\_\_  
(*guarantor names(s)*) \_\_\_\_\_  
\_\_\_\_\_
- and supported by:
  - Residential mortgage over property situated at \_\_\_\_\_  
\_\_\_\_\_
  - Term deposit account number \_\_\_\_\_

In the event of a new guarantee being provided I/we consent that Credit Union SA Ltd may give a guarantor, or a person who is considering becoming a guarantor, credit information about you for the purpose of enabling the guarantor to decide whether to act as guarantor or to keep them informed about the guarantee.

**5. Service nomination for joint loans** - Complete this section to have only one borrower receive correspondence, such as statements

Under the National Credit Code, each joint borrower is entitled to receive a copy of any notice or other document issued under the Code. Where you do not wish to each receive separate copies of notices and other documents relating to the credit facilities to which this request form relates, you may nominate one borrower to receive them on your behalf.

If you make such a nomination and are not the person nominated, you give up the right to be provided with information direct from us. However, any borrower can advise us at any time in writing to cancel the nomination and we will issue separate copies of notices and other documents to all borrowers from that date.

- I/we wish to nominate (Name) \_\_\_\_\_ (Member number) \_\_\_\_\_ to receive notices and other documents on behalf of me/all of us.
- We wish to cancel our existing nomination and request separate copies of notices and other documents to be sent to all borrowers.

**6. Early Repayment Adjustment acknowledgement** - Complete this section only if you are switching your loan.

Complete this section only if you are requesting a switch to a fixed interest rate or if the interest rate applying to your loan is currently fixed, and prior to expiry of the current fixed term, you request to switch to a variable rate or to fix the rate again.

- I/we have requested to switch to a fixed interest rate and it has been explained to me/us and I/we agree that an Early Repayment Adjustment will apply if, during any period when the Annual Percentage Rate ('APR') applying to my/our loan contract is fixed (a 'fixed period'), one of the following events (a "break event") occurs:
  - I/we repay the loan in full;
  - I/we have prepaid, during the immediately preceding period of 12 months, more than \$10,000 in excess of the repayments \_\_\_\_\_ required by my/our loan contract over that period; or
  - Credit Union SA agrees, at my/our request, to change my/our fixed APR to a different fixed APR or to a variable APR or to extend \_\_\_\_\_ the fixed period.
- I/we have requested to switch from my/our current fixed rate, prior to expiry of the current fixed term, to a variable rate or to fix the rate again and it has been explained to me/us and I/we agree that this constitutes a break event and an Early Repayment Adjustment will apply if the Credit Union agrees to my/our request.

I/we understand and agree that the Early Repayment Adjustment is an amount equal to any loss the Credit Union will suffer as a result of the break event and is calculated using a formula which takes into account:

- What the amortising balance of my/our loan would have been over the remainder of the fixed period, had I/we made my/our normal repayments, compared to what it will be after the break event;
- Published wholesale interest swap rates, for relevant terms, when the fixed period started and when the break event occurs; and
- That any loss would accrue over a period of time (the Credit Union therefore applies a discount to determine its present value).

I/we understand that the wholesale interest swap rates the Credit Union uses for the calculation are the AFMA Interest Rate Swaps rates (Mid) published at 10 am each business day on the website of the Australian Financial Markets Association and that a fee will be payable if the wholesale interest swap rate at the time of the break event, for a term comparable with what remains of the fixed period, is lower than what the wholesale interest swap rate was, at the beginning of the fixed period, for a term equivalent to the fixed period. I/we understand that more information about how the Credit Union calculates the fee is set out in the Credit Union's Early Repayment Adjustment Fact Sheet, which is available from any Credit Union SA branch or the Credit Union SA website.

This acknowledgement must be signed by all borrowers.

**1. First borrower**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**2. Joint borrower (if applicable)**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**3. Joint borrower (if applicable)**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**4. Joint borrower (if applicable)**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**7. Guarantor's acknowledgement - This section is to be completed by the guarantor(s) if your loan is supported by a guarantee**

This section is to be completed by the guarantor(s) if your loan is supported by a guarantee and you are requesting to commence a new interest-only period, new interest capitalisation period or you are requesting to release or substitute security supporting your loan (other than release of the guarantee).

I/we acknowledge and confirm my/our existing guarantee continues as a guarantee and my/our existing security supporting such guarantee continues as security for the obligations of the borrower(s) as varied pursuant to this request.

**Guarantor 1**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Residential address (PO boxes not acceptable) \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

**Guarantor 2**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Residential address (PO boxes not acceptable) \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

**8. Declarations and consent**

I/we acknowledge that completion of this form represents a request to Credit Union SA to vary my/our existing Loan Contract(s) or the arrangements reflected in it/them as set out herein and the Credit Union is under no obligation to agree to this request. I/we acknowledge that, before agreeing to or declining this request, the Credit Union may:

- require additional information from me/us and undertake a suitability or credit assessment;
- require me/us to complete additional documentation, including new credit contracts or variation agreements;
- require a valuation to be undertaken on properties provided as security for my/our loan(s); and
- where lenders' mortgage insurance has been provided in relation to my/our loan, seek consent from the insurance provider to the variation(s) outlined in this request.

I/we acknowledge that, if the Credit Union agrees to this request:

- my/our Loan Contract(s) will be varied with effect from the date nominated in section 2 of this form, the date that Credit Union SA agrees to this request or the date stated in any variation agreement or new credit contract produced to give effect to the changes requested, whichever occurs last, and the applicable interest rate(s) on that day will apply to my/our loan account(s) unless I/we have entered into a separate fixed rate lock agreement with Credit Union SA to guarantee a fixed rate;
- I/we have been advised and agree that the following fees and charges (not including any government registration fees and other charges that may apply) will be payable:

Renegotiation fee \$ \_\_\_\_\_

Early Repayment Adjustment \$ \_\_\_\_\_

Split loan fee \$ \_\_\_\_\_

Guarantee fee \$ \_\_\_\_\_

Other (complete details) \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

- I/we acknowledge that, where an Early Repayment Adjustment is to apply, the above represents an estimate only and the final amount of the fee will be advised to me/us on the day the variation is intended to take effect and I/we may choose not to proceed at that time.
- I/we authorise Credit Union SA to debit any fees relating to this request to my/our loan account or to any other account I/we hold with the Credit Union.

This form must be signed by all borrowers.

**1. First borrower**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**2. Joint borrower (if applicable)**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**3. Joint borrower (if applicable)**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**4. Joint borrower (if applicable)**

Title \_\_\_\_\_ Given names \_\_\_\_\_ Surname \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Office use only**

**Section 1 - Branch to complete**

Taken by \_\_\_\_\_

Branch \_\_\_\_\_

Date \_\_\_\_\_

**Section 2 - completed by Loans administration**

Request agreed to by Credit Union SA

\_\_\_\_\_

Date \_\_\_\_\_

Link  Unlink - Offset Account

Completed by \_\_\_\_\_

Date \_\_\_\_\_