

# Co-Borrower Acknowledgement

## Customer may receive no substantial benefit from the loan

Please complete form in full in black or blue pen using CAPITAL LETTERS and ✓ where appropriate.

Please note: ALL SECTIONS of this form need to be completed.

Loan amount/ Credit limit (Loan)

Loan Product

Application Reference

Your full name (referred to below as you – being the Co-Borrower who may not receive a substantial benefit)

Other Co-Borrower/s' full name/s

### Reasons why you want to be a Co-Borrower

You have applied to be a Co-Borrower for the Loan even though on the information that you have provided to us you may not receive a substantial benefit from it. This is for the following reason(s):

Tick all applicable boxes

- The structure of the Loan is being determined in accordance with tax/ financial/ legal advice
- We don't offer this type of Loan with the option of being a Guarantor (only a Co-Borrower)
- Your joint incomes will service the Loan
- Other. Please specify:

### Acknowledgement

By signing below, in the absence of your other Co-Borrower/s and in the presence of an independent adult witness, you freely, voluntarily and without pressure from your other Co-Borrower/s or any other person, acknowledge the following:

#### 1. No substantial benefit

You want to be a Co-Borrower of the Loan, even though you may not receive a substantial benefit from the Loan.

#### 2. There are differences between being a Co-Borrower compared to a guarantor:

##### (a) Co-Borrower liability

You understand that:

- as a Co-Borrower, you may have to repay the entire amount owing yourself;
- we do not have to ask any other Co-Borrower to repay before we ask you, or at the same time we ask you;
- this is because as a Co-Borrower, you and the other Co-Borrower/s are each individually and directly responsible for the Loan repayment obligations. If there's a problem with repayment of the loan, we may pursue all Co-Borrowers or any one of you individually for the amount owing; and
- in applying as Co-Borrower, you and your Co-Borrower/s have asked us to assess the Loan application on the basis that your joint incomes will service the Loan.

##### (b) Guarantor liability

In comparison, a guarantor is someone who promises to repay money that is owed to us under a loan, if for some reason the borrower doesn't. If you were a guarantor instead of a borrower, we may be required to take steps against the borrower before we can enforce mortgages given by you or judgements against you.

A guarantor may be able to limit their liability in accordance with legislation. A guarantor may also be able to ask for contribution from the borrower/s and from other guarantors. The law generally provides other protections to guarantors that will not apply to you as a borrower.

**3. Option to be a Co-Borrower or a Guarantor**

As a person who may not receive a substantial benefit from the Loan, we have explained the differences between being a Co-Borrower and a Guarantor.

You should be aware that we will only accept guarantees in limited circumstances. If a guarantee option is not available for your Loan, you will need to ask the broker about other lending options.

You have the option to:

**Tick applicable box**

- be a Co-Borrower or Guarantor (where we allow for either option for the type of Loan concerned); or
- be a Co-Borrower only (due to the Loan you have applied for); or
- no longer proceed with your application.

In each case, you:

- (a) understand the difference between being a Co-Borrower and guarantor;
- (b) understand becoming a Co-Borrower or a guarantor involves financial risks, including the risk of losing any security, property and other assets;
- (c) have requested to be a Co-Borrower.

**4. Independent advice**

We recommend that, before signing this form you obtain independent legal and financial advice about your obligations as a Co-Borrower and:

- you provide your adviser with this form to read;
- if you're seeking legal advice, you ask your solicitor in particular for advice on the following issues:
  - the difference in the obligations between being a Co-Borrower and a guarantor;
  - that becoming a Co-Borrower under a loan agreement or giving a guarantee both involve considerable risk, including the risk of losing any security, property and other assets.
- if you have concerns about the financial risks associated with the transaction, you should obtain financial advice.

You have had the opportunity to obtain independent legal and financial advice.

You understand your Co-Borrower obligations and either:

**Tick all applicable boxes**

your adviser/s have provided you with advice on the issues outlined above:

on	on
<input type="text"/>	<input type="text"/>
date	date
by	by
<input type="text"/>	<input type="text"/>
Name of adviser and firm	Name of adviser and firm
at	at
<input type="text"/>	<input type="text"/>
address	address

- you have chosen not to obtain legal advice;
- you have chosen not to obtain financial advice.

Signature of Co-Borrower (not receiving benefit)

Date of signature

In the presence of  
Signature of witness

Date of signature

Name of witness	Occupation
<input type="text"/>	<input type="text"/>

Address