

Issue Date: 4 October 2024

This Target Market Determination (TMD) is required under section 994B of the *Corporations Act 2001* (Cth) (**Act**). It describes the class of consumers that comprises the target market for the Loan Product and matters relevant to the Loan Product’s distribution and review (specifically distribution conditions, triggers to review the target market and reporting requirements). Distributors must take reasonable steps that will, or are reasonably likely to, result in distribution of the Loan Product being consistent with the most recent TMD (unless the distribution is excluded conduct). It forms part of La Trobe Financial’s design and distribution arrangements for the Loan Product.

This document is not a summary of the product features or terms of the Loan Product. This document does not take into account any person’s individual objectives, financial situation or needs. Consumers interested in acquiring this Loan Product should carefully read the Letter of Offer (loan agreement) and other loan documents issued to them before deciding whether to proceed.

1. Product Description

Loan Products	Residential Bridging Loan as follows: <ul style="list-style-type: none"> Residential Bridging Loan (Full Doc & Lite Doc®); Islamic Finance Residential Bridging (Full Doc & Lite Doc®) (a finance facility, not a “loan”).
Issuer	Perpetual Corporate Trust Limited as the custodian for, or trustee of, a trust or managed investment scheme.
La Trobe Financial	La Trobe Financial Services Pty Limited (ABN 30 006 479 527) is the Issuer’s representative.
TMD Version	5.0

2. Description of target market for the Loan Product

The Consumer Attributes column in the table below indicates a description of the likely objectives, financial situation and needs of the class of consumers that are considering the Loan Product.

Category	Consumer Attributes
Consumer Type	<p>Full Doc Loan</p> <p>Suitable for consumers over the age of 18 who are:</p> <ul style="list-style-type: none"> Employed (PAYG); Self-employed; Self-funded retirees; and Pensioners, and who are able to provide evidence of taxable income (eg payslips and tax returns). <p>Lite Doc® Loan</p> <p>Suitable for consumers over the age of 18 who are self-employed and who prefer not to provide tax returns and instead verify their income with alternative methods such as an accountant certificate, Business Activity Statements or trading statements.</p> <p>Where there is residual debt to be financed by La Trobe Financial, consumers may be asked to provide evidence of income.</p> <p>This Loan Product is available for Australian residents, citizens, expatriates or non-residents living overseas.</p> <p>Islamic Finance</p> <p>For the Islamic Finance Residential Bridging finance facility specifically, it is suitable for consumers of Islamic faith seeking a Shariah compliant Full Doc or Lite Doc® finance facility as outlined above.</p>
Likely Objectives and Needs	<p>This Loan Product is likely to be suitable for consumers seeking the following:</p> <ul style="list-style-type: none"> a term loan secured by a registered mortgage over residential or commercial property; redraw on the loan at no extra cost, subject to terms and conditions within the Letter of Offer noting that during the bridging period redraw is not available; flexibility of making additional repayments on their loan; rate fluctuations through variable rates; ability to pay interest only for a period of time (subject to lending assessment) and/or principal & interest. <p>In respect of Islamic Finance finance facilities, consumers seeking a product which is Shariah compliant.</p> <p><i>Continued next page.</i></p>

Category	Consumer Attributes
Likely Objectives and Needs <i>Continued from previous page.</i>	Interest Only/Rental Facility Fee Only Periods <p>This product allows interest only repayments during the bridging period reverting to a principal & interest repayment (if there is a remaining debt).</p> <p>The purpose for which consumers with the above objectives and needs may seek to obtain this product is to purchase or construct a residential or commercial owner-occupied or investment property prior to having completed the sale of their existing property. Instead of having to cover two repayments, La Trobe Financial combines both loans and includes an interest budget within the total loan amount, meaning no repayments are required during the bridging period while the debt is at its peak.</p> <p>In respect of Islamic Finance finance facilities, a rental facility fee only is payable during the bridging period reverting to a rental facility fee and capital payments (if there is a facility amount remaining).</p>
Likely Financial Situation	Suitable for consumers whose financial situation provides access to income to satisfactorily meet repayment obligations (subject to La Trobe Financial's credit assessment). For the bridging component of the loan, it is expected that the consumer will be able to satisfactorily meet repayment obligations from the included interest budget/rental facility fee budget allowance and the sale of their existing property.

3. Consistency of Loan Product's features with consumer attributes of Target Market

La Trobe Financial has assessed the Loan Product and formed the view that the Loan Product, including its key attributes summarised below, is likely to be consistent with the likely objectives, financial situations and needs of consumers in the target market, as the features of this Loan Product, including its key attributes, summarised below are likely to be suitable for consumers with the attributes summarised in Section 2 above.

Key attributes	Features	Suitable for Consumers within the Target Market
Acceptable security	Residential or commercial property within Australia that is able to be secured by a registered mortgage.	Suitable for consumers looking for a loan that is designed to allow them to purchase or build a new property prior to having completed the sale of their existing property.
Maximum LVR	The maximum LVR is met in accordance with the requirements notified by the Issuer from time to time.	Each Loan Product is likely to be suitable for consumers seeking a loan within the LVR limits listed for each Loan Product.
Loan term	Up to 30 years. The bridging period is a maximum of 2 years. The bridging period ends either at the end of the contracted bridging period (which cannot be greater than 2 years) or when the existing property is sold and the funds realised, whichever is the sooner.	This product is likely to be suitable for consumers looking for a loan term up to 30 years including the bridging period within which they can sell their existing property to pay down the loan amount either in full or partially. For consumers unable to repay the loan in full upon the sale of the existing property, the loan will be suitable for consumers seeking to repay the remaining loan amount over a principal and interest reversionary period.
Loan amount	The loan amount meets the stated minimum and maximum loan amount requirements notified by the Issuer from time to time.	Each Loan Product is likely to be suitable for consumers seeking a loan within the loan amounts listed for each Loan Product.
Repayment type	Interest only for a period of up to 2 years during the bridging period to be met from the interest budget. Reverting to principal & interest once the bridging period has expired if there is a remaining debt.	Consumers looking to pay interest only (through the interest budget) for a period of time during the bridging period. Once the bridging period has expired the repayments will revert to principal & interest repayments if there is a remaining debt.
Payment Type – Islamic Finance Facilities	Rental facility fee only period of up to 2 years during the bridging period. Reverting to rental facility fees and capital payments if there is a facility amount remaining.	The payment type is likely to be suitable for consumers looking to enter into a Shariah compliant Islamic Finance finance facility and to pay rental facility fees only for a period of time during the bridging period. Once the bridging period has expired the repayments will revert to rental facility fees including capital if there is a facility amount remaining.
Interest rate	Variable	<p>This product is likely to be suitable for consumers looking for rate fluctuations through variable rates. A variable interest rate means the applicable interest rate can increase or decrease during the loan term.</p> <p>The Islamic Finance finance facility does not attract an interest rate, rather a rental facility fee is payable based on a variable rental facility fee rate.</p>

Key attributes	Features	Suitable for Consumers within the Target Market
Interest budget	<p>No residual debt – an interest budget (or for Islamic Finance finance facilities, a “rental facility fee budget”) is included in the approved loan amount that will cover repayments in full during the term of the Bridging Loan.</p> <p>Residual debt – standard income serviceability testing to be applied based on the expected residual loan amount.</p>	Allows the consumer to borrow an interest budget / rental facility fee budget that is included in the approved loan amount to cover interest payments during the bridging period.
Additional repayments allowed	Yes	This product is likely to be suitable for consumers looking for flexibility with respect to making additional repayments at no additional cost.
Redraw available	Yes, but not available during the bridging period and subject to terms and conditions within the Letter of Offer.	The product is likely to be suitable for consumers requiring the ability to redraw at no extra cost, but not during the bridging period.

4. Distribution conditions/restrictions

Distributors this condition applies to	Distribution conditions	Distribution conditions rationale
Direct to Consumer	<p>La Trobe Financial's sales and credit staff are required to be properly trained in DDO and undergo at least annual training.</p> <p>La Trobe Financial conducts a credit assessment on every loan application to ensure that the loan is capable of being serviced based on the consumer's stated financial situation. Only trained and accredited staff with the required delegated lending authority conduct each respective assessment and in accordance with the relevant laws and internal policies.</p>	<p>This distribution condition will make it more likely that La Trobe Financial's sales or distribution and credit staff will identify if a consumer is not within the target market.</p> <p>By virtue of this assessment, those consumers who enter into a credit contract for the product are highly likely to be in the class of consumers for which it has been designed.</p>
Marketing	No Loan Product marketing, advertising or promotional material may be sent or made available by La Trobe Financial unless La Trobe Financial has completed an external communications compliance checklist.	La Trobe Financial has assessed that this distribution condition is likely to result in distribution to consumers who are likely to be in the target market because distributors using this promotional material will not be promoting the Loan Product in a way that could misrepresent the Loan Product or likely direct marketing to potential consumers outside the target market.
Third-Party Distribution	<p>Legal Obligations</p> <p>All third-party distributors must meet all ongoing regulatory and disclosure obligations relating to their position in the market, including responsible lending obligations and best interests duty.</p> <p>Third-party distributors are required to hold an Australian Credit License or maintain an appointment as a credit representative authorised to engage in credit activities on behalf of a credit licensee.</p> <p>La Trobe Financial conducts a credit assessment on every loan application to ensure that the loan is capable of being serviced based on the consumer's stated financial situation. Only trained and accredited staff with the required delegated lending authority conduct each respective assessment and in accordance with the relevant laws and internal policies.</p> <p>Marketing, Advertising & Promotion</p> <p>Third-party distributors may not use marketing, advertising or promotional materials that are inconsistent with La Trobe Financial's issued materials.</p>	<p>Legal Obligations</p> <p>In relation to aggregators and brokers, La Trobe Financial has assessed that this distribution condition is likely to result in distribution to consumers who are likely to be in the target market because the aggregator or broker has its own obligations as a distributor to take reasonable steps that will or are reasonably likely to result in retail product distribution conduct being consistent with this TMD.</p> <p>Marketing, Advertising & Promotion</p> <p>La Trobe Financial has assessed that this distribution condition is likely to result in distribution to consumers who are likely to be in the target market because distributors using promotional material will not be promoting the Loan Product in a way that could misrepresent the Loan Product or likely direct marketing to potential consumers outside the target market.</p>

Distributors this condition applies to	Distribution conditions	Distribution conditions rationale
Third-Party Distribution <i>Continued from previous page.</i>	Distribution Agreement Where a third-party distributor has entered into a distribution agreement with La Trobe Financial, each third-party distributor must meet on an ongoing basis La Trobe Financials' accreditation requirements and must comply with their respective distribution agreement. <i>Islamic Finance distributors</i> Islamic Finance distributors are required to review La Trobe Financial's finance facility documentation and obtain a Shariah Compliance Certificate (or similar appropriate sign off from a Shariah Board) prior to distribution of the Islamic Finance product. Other distribution conditions may apply.	Distribution Agreement La Trobe Financial has assessed that this distribution condition is likely to result in distribution to consumers who are likely to be in the target market because requiring distributors to comply with relevant conditions of distribution aims to reinforce to the distributor that the Issuer is committed to its compliance with the DDO regime.

5. Reviewing this TMD

This TMD will be reviewed by La Trobe Financial on both:

- a scheduled basis with reviews to be completed before the end of the maximum period for review specified below; and
- where a Review Trigger (as defined below) has occurred.

Mandatory TMD review periods

Reporting requirements	Maximum period for review
Initial review	Not applicable
Subsequent Review	4 January 2026, being 1 year and 3 months from the date of the previous TMD review.

Note: The review period allows for the collection of data for 12 months, plus three months for the completion of the review.

Review Triggers

The events and circumstances described below (**Review Triggers**) will also require a review of this TMD:

- material change to the terms or attributes of the Loan Product which the Issuer reasonably considers indicates that this TMD is no longer appropriate;
- where and when the Loan Product is not being distributed and purchased as envisaged by this TMD which the Issuer reasonably considers indicates that this TMD is no longer appropriate;
- an event or circumstance that would materially change a factor considered in making the TMD for the Loan Product which the Issuer reasonably considers indicates that this TMD is no longer appropriate;
- reporting from distributors of one or more 'significant dealings', multiple distributors of 'significant dealing' (see section 6 below) of the Loan Product or numerous reports from one distributor of 'significant dealings' of the Loan Product which the Issuer reasonably considers indicates that this TMD is no longer appropriate;
- determination by the Issuer of a 'significant dealing' (see section 6 below) of the Loan Product which the Issuer reasonably considers indicates that this TMD is no longer appropriate;
- material or unexpectedly high number of complaints (as defined in section 994A(1) of the Act) about the Loan Product or the distribution of the Loan Product which the Issuer reasonably considers indicates that this TMD is no longer appropriate;
- a reportable situation (as defined in section 912D of the Act) has been reported in relation to the design or distribution of the Loan Product and which the Issuer reasonably considers indicates that the TMD may no longer be appropriate;
- regulatory inquiry by AFCA, ASIC or another regulatory authority as to the design or distribution of the Loan Product which the Issuer reasonably considers indicates that this TMD is no longer appropriate; and/or
- the use by ASIC or other regulators of Product Intervention Powers, regulatory orders or directions that affect the Loan Product which the Issuer reasonably considers indicates that this TMD is no longer appropriate.

The above review triggers do not limit the Issuer's obligations under s994C(3)(ii) of the Act. When a review trigger has occurred, this TMD will be reviewed within 10 business days.

6. Reporting and monitoring this TMD

The following reporting requirements apply to all distributors of the Loan Product:

Reporting requirements	Reporting period
Where the distributor is aware or ought to reasonably be aware, it should report on each 'significant dealing' outside of the target market, under section 994F(6) of the Act (see guidance below) by completing the Notification of Significant Dealing Form and submitting it to: targetmarketdistribution@latrobefinancial.com.au .	As soon as practicable but no later than 10 business days after the distributor becomes aware of the 'significant dealing'.
Distributors must report to La Trobe Financial (at targetmarketdistribution@latrobefinancial.com.au): <ul style="list-style-type: none"> if required by law, whether the distributor received complaints in relation to the Loan Product during the reporting period; the number of complaints it received; and include, with its report, a copy of each complaint (as defined in section 994A(1) of the Act) (to the extent permitted under privacy and other laws), or where this is not possible, report on the content of each complaint. 	On a quarterly basis and for each quarter as soon as practicable but no later than 10 business days following the end of the quarter.

Section 994F(6) of the Act requires distributors to notify the Issuer if they become aware of a significant dealing of the Loan Product that is not consistent with the TMD. Neither the Act nor ASIC defines when a dealing is 'significant' and distributors have discretion to apply its ordinary meaning.

The Issuer will rely on notifications of significant dealings to monitor and review the Loan Product, this TMD, and its distribution strategy, and to meet its own obligation to report significant dealings to ASIC.

Dealings outside this TMD may be significant because:

- they represent a material proportion of the overall distribution conduct carried out by the distributor in relation to the Loan Product, or
- they constitute an individual transaction which has resulted in, or will or is likely to result in, significant detriment to the consumer (or class of consumer).

In determining whether a 'significant dealing' has occurred, La Trobe Financial expects that the following non-exhaustive list of factors may be relevant for distributors:

- the nature of the Loan Product; and/or
- whether a customer outside of the target market has acquired the Loan Product; and/or
- the extent to which the acquisition of the Loan Product by the customer outside of the target market has the potential to harm or has caused harm (including the amount of any financial loss); and/or
- the nature and extent to which the distribution of the Loan Product is inconsistent with the TMD.

The above list is not exhaustive and distributors should consider, having regard to the circumstances of their business, whether other factors or events may suggest that a significant dealing has occurred. A significant dealing may be identified through the distributor's product governance arrangements, as a result of a consumer complaint or the occurrence of a Review Trigger.

7. Contact Us

Please contact La Trobe Financial at targetmarketdistribution@latrobefinancial.com.au with any questions or feedback with respect to this TMD.

Historical versions of this TMD and the Notice of Significant Dealing Form are available at <https://latrobefinancial.com.au/loans/residential-solutions/tmd/>.

8. Disclaimer

Issued by La Trobe Financial Services Pty Limited ACN 006 479 527 Australian Credit Licence No. 392385. La Trobe Financial is the Issuer's representative of the Loan Product referred to in this TMD. Terms, conditions, fees, charges and La Trobe Financial lending criteria apply.