

## This document sets out your loan's terms and conditions

In this document we've explained the terms and conditions applying to your ANZ Personal Loan. It includes key information about the repayments you'll need to make, how we'll charge interest, and what happens if you break your loan agreement.

We're happy to help if you have any questions. We have more information about us, including the branch nearest you on our website [anz.co.nz](http://anz.co.nz) or call 0800 269 296.

## Some key information about your loan

- We're lending you money and you'll need to repay it. We charge you interest on that money and there will be fees you'll need to pay.

Your ANZ Personal Loan is a financial commitment – please check you can afford your repayments now and in the future.

- If your loan isn't right for you, you have the right to cancel it. See the section 'You can cancel your loan for a short time after draw down'.
- Even though the right above is for a short time, you can repay your loan at any time. See the section 'You can repay your loan early'.
- We can make changes to the terms of your loan. If more than one person is the borrower, any of those people can ask us to make a change, including to your loan amount. See the section 'We can change the terms and conditions of your loan agreement'.

If you ask us to change your loan, you agree to protect us from claims from any other borrower if we act on your instructions.

- It's important you always comply with your loan agreement. If you break your loan agreement, including missing your loan repayments, the results can be serious. See the section 'what happens if you break your loan agreement'.

If you break your loan agreement, we may ask you to repay your loan. If you don't repay, we can take debt recovery action against you, which could affect your ability to borrow money from us or other lenders in the future.

- If you have any problems with your loan, including making your loan repayments, let us know. We may be able to work with you, or give you support and information that could help you get back on track.

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As part of our commitment to you, this document meets the WriteMark Plain English Standard. If you have any questions about this document, please ask at any branch, phone us on 0800 269 296, or send us an email from our website.

# A glossary of the terms we use in your loan summary, these loan terms and conditions, and any loan variation letters

## Break

In your loan summary, these loan terms and conditions, and loan variation letters we use the term 'break'. We also talk about what will happen if you break your loan agreement or another agreement with us. You'll break your loan agreement or another agreement with us if you don't do something you agreed to do. Or, you do something you agreed not to do. You'll also break your loan agreement or another agreement with us if other events happen that we've said will cause you to break your loan agreement or another agreement with us.

For example, you'll break your loan agreement if you don't make your scheduled loan repayments or pay other amounts that are due. You'll also break your loan agreement if you become insolvent.

## Business day

'Business days' are any days except Saturdays, Sundays, or New Zealand national public holidays.

## Draw-down date

The 'draw-down date' is the date we make the money we're lending to you available for you to use.

## Insolvent

You're 'insolvent' if any of the following apply:

- you can't pay your debts when they're due
- you're made bankrupt
- you go into receivership, administration, liquidation, or statutory management
- you enter arrangements with the people you owe money to reduce the amount you have to pay, or to pay it on different terms because of your financial difficulties.

## Loan

In your loan summary, these loan terms and conditions, and loan variation letters we talk about 'your loan' or 'this loan'. We mean the loan amount we've agreed to lend you as set out in your loan summary or loan variation letters, and the money you've agreed to pay us. The money you've agreed to pay us includes interest we charge you on the loan amount and other amounts, like fees. In these terms and conditions we also talk about other 'loans' – we mean other loans and facilities you have with us and any other money you owe us from time to time.

## Loan agreement

In your loan summary, these loan terms and conditions, and loan variation letters we talk about 'your loan agreement'. We have different terms and conditions for the different loans we offer, for example, home, personal, and business loans. We'll tell you in your loan summary which version of our terms and conditions applies to your loan. Your loan summary, each loan variation letter, and the version of the terms and conditions described in your loan summary form your loan agreement with us.

These loan terms and conditions can apply to more than one loan you have with us. Each loan summary and the loan terms and conditions described in that loan summary forms a separate loan agreement with us.

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## Loan amount

The 'loan amount' set out in your loan summary or loan variation letters is the maximum amount we're lending you under your loan. The loan amount includes money we're lending you to pay fees for your loan and is also your 'credit limit'. Other amounts can also be included in your loan amount. For example, interest we've charged until you pay it.

## Loan variation letter

We may confirm changes we make to your loan by sending or giving you a 'loan variation letter'. For more information about the changes we can make to your loan and how we'll give you information about those changes, see the sections 'We can change the terms and conditions of your loan agreement' and 'How we'll contact you about your loan'.

## Outstanding balance

If your loan summary includes an 'outstanding balance', it means you already owe money on your loan.

If you had an existing loan and asked to borrow more money, then we may have agreed to give you a new loan, but with the same loan account number. The new loan would include the money you already owed as its outstanding balance. Your previous loan account statements set out what makes up that amount. The outstanding balance will include interest we've calculated but haven't charged yet.

For example, you have an existing loan of \$20,000, used to buy a car. We agree to lend you an extra \$10,000 for an overseas holiday. Instead of giving you a separate loan of \$10,000, we draw up a new loan agreement for you for \$30,000.

We will use \$20,000 of that new loan to repay your existing loan. Your new loan summary or loan variation letter shows a loan amount of \$30,000, with an outstanding balance of \$20,000.

## Total amount you'll pay on your loan

We've included information in your loan summary or loan variation letters about the 'total amount you'll pay on your loan'. The total amount you'll pay on your loan shows how much you could have to repay over your loan term. The total amount is only an indication. We've calculated it assuming there won't be any changes to your loan over the loan term. We assume:

- the interest rate in your loan summary or loan variation letters won't change, including before the draw-down date or over the loan term
- you'll make all the repayments you need to, when you need to make them, and you won't repay any of your loan early or miss any payments.

Your interest rate, repayments and other loan terms could change over time, and we can charge you fees if certain events happen. This will change the total amount you must repay to us for your loan.

## We

When we talk about 'we', 'us', and 'our', we mean ANZ Bank New Zealand Limited. If we assign or transfer our rights or obligations under your loan agreement, when we talk about 'we', 'us', and 'our', we mean the person we've assigned or transferred any of our rights or obligations under your loan agreement to.

## You

When we talk about 'you', we mean the person or people named as the borrower on your loan summary.

When more than one person is the borrower:

- 'you' means each person individually, and any two or more of those people
- each person must comply with the loan agreement
- each person must repay your loan, by themselves, or with the other borrowers, including where the borrowers are trustees of a trust, or partners of a partnership.

### We agree to lend you money, and you agree to repay it

We agree to lend you the loan amount set out in your loan summary, and in return you agree to:

- repay us that loan amount, pay any interest we charge on it, and other amounts we charge, like fees
- comply with your loan agreement, and other agreements with us
- let us use any rights set out in your loan agreement, and any rights we have at law as a lender.

### Talk to us if you have any problems with your loan

If you're having any problems with your loan, please let us know. You can talk to our staff at any branch, phone 0800 269 296, or contact us using the form on our website, [anz.co.nz](http://anz.co.nz).

If you don't think we've resolved your concerns, you may be able to get free independent help from the Banking Ombudsman. You can write to the Banking Ombudsman at Freepost 218002, PO Box 25327, Featherston Street, Wellington 6146, phone 0800 805 950, or find information on their website, [bankomb.org.nz](http://bankomb.org.nz).

ANZ Bank New Zealand Limited is a registered financial service provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008 and our registration number is 36405.

### You can cancel your loan agreement for a short time after draw down

You have the right, for a short time after the draw-down date for your loan, to cancel your loan agreement.

You can cancel your loan agreement for any reason, but you must write to us and tell us you're cancelling your loan agreement within 10 working days of the draw-down date. Our address is set out in your loan summary or write to your nearest ANZ branch.

We will tell you as soon as we can how much you owe us. Once we do, you must:

- immediately repay us the loan amount
- pay us any interest owing on the loan amount up to the day you repay it in full.

We may not refund you fees you've paid, like an Application fee, if we've already incurred those costs in setting up your loan for you.

### If you're experiencing hardship – let us know immediately

'Hardship' includes where you can't meet your responsibilities under this loan agreement because you're sick or injured, you've lost your job, you've ended a relationship, or another reasonable cause.

We understand that things can happen unexpectedly that can make it hard for you to meet all of your financial obligations, including obligations you have to us under this loan agreement. If you're experiencing hardship, let us know immediately as we may be able to change the terms of this loan agreement to help:

- We have helpful information and tools on our website, [anz.co.nz](http://anz.co.nz), and an easy to complete online hardship application form.
- You can write to your nearest ANZ branch or using the address on your loan summary, call us on 0800 269 296, or visit any ANZ branch.
- You'll need to tell us the cause of the hardship and why you can't meet your responsibilities.
- You'll need to tell us what changes you think will help you manage your obligations to us under this loan agreement.

We may only be able to change your loan agreement if we believe the changes you want are fair and reasonable given the hardship you're experiencing. But we may be able to give you support and information to help you get back on track.

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It's important to contact us early if you're experiencing or expect to experience hardship. We may have some extra requirements you'll need to meet if:

- you've already missed some of your loan repayments
- we've already written to you asking you to repay us money you owe us
- you've suffered hardship in the recent past.

## You can access your loan on the draw-down date

We may have set conditions in your loan summary or letter of offer for your loan. You'll need to meet those conditions before we'll give you access to your loan.

You must access the total loan amount of your loan on the draw-down date. If you don't access the total loan amount on the draw-down date, then we may decide to cancel your loan. Let us know if you need to arrange a new draw-down date.

## We will charge you interest on your loan

We'll charge you interest on your loan from the draw-down date until you've repaid it in full.

The interest rate for your loan and how we'll set it is in your loan summary or in loan variation letters. The interest rate may include a discount or a margin. A 'discount' is an amount we take off what your interest rate might otherwise be to make it lower. A 'margin' is an amount we add to what your interest rate might otherwise be to make it higher.

To calculate interest, we'll multiply your interest rate, as a percentage, by the amount you owe on your loan at the end of each day. We then divide that amount by 365 to get the amount of interest you owe us for that day. We decide the end of day, and we assume the year will always have 365 days.

We'll charge you interest we've calculated every month, in arrears, on the first business day of the next month. Unless we've agreed otherwise, we'll add this interest to the loan amount monthly, whether your scheduled loan repayments are monthly or not. When we add this interest, your loan amount will increase by that amount until you make your next scheduled loan repayment.

'In arrears' means you owe an amount now, but we'll charge it to you later. For example, we charge you interest on the 1st of the month. Because we charge interest in arrears, when we charge you interest on the 1st February it includes interest from the 1st January through to the 31st January.

## If interest rates change, either your scheduled loan repayments or your loan term will change

We'll agree with you what will happen when interest rates change on your loan. Either your scheduled loan repayments will change or your scheduled loan repayments will stay the same, but the number of scheduled loan repayments you need to make will change.

## You can get information about our current interest rates on our website

You can get information about our current ANZ Personal Loan interest rates on our website, [anz.co.nz](http://anz.co.nz), or from any branch.

### We can charge you fees and other amounts on your loan

We've set out in your loan summary what fees you'll need to pay when you draw down your loan. If we've agreed to lend you money to pay any fees, we'll include them in your loan amount. You'll pay interest on those amounts too because you repay them over the loan term.

### We'll charge some fees or other amounts if particular events happen during your loan term

We've set out below the fees we can also charge you if particular events happen during your loan term. These fees and how we calculate them may change over time. We'll let you know what has changed and when it takes effect. Where we can, we'll give you 14 days' notice before we change a fee. We've explained how we do this in the section 'How we'll contact you about your loan'.

### Want to borrow more money?

Application fee	Up to \$115	We charge this fee to assess and document a new loan or an increase or top up to your existing loan. You pay this fee on the draw-down date of a new loan or top up. Our normal lending criteria at that time will apply to applications for new loans or top ups.
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### Want extra copies of documents or statements?

Additional Documents fee	\$10	We charge this fee for each extra copy of any documents to do with your loan, including your loan agreement. This fee does not apply when we send you a loan statement. If you need a replacement copy of a loan statement, we'll charge a Duplicate Statement fee.
Duplicate Statement fee	\$4	We charge this fee if you need a replacement copy of a loan statement we've sent you for your loan. We'll charge this fee when we send you the statement.

### You will need to make repayments on your loan

You'll need to repay your loan by a set date agreed to at the beginning of your loan. This date is set out in your loan summary and loan variation letters and can change over your loan term. Your loan term can change if interest rates change but your repayments stay the same, you make extra repayments on your loan, or you ask us to change your loan term.

Repayments are the payments you'll need to make to repay your loan in full. We'll explain in your loan summary or loan variation letters what makes up your scheduled loan repayments. Your scheduled loan repayments will generally include regular amounts to repay your loan amount, pay interest we charge on your loan amount, and other amounts you owe us, like fees.

You must repay the loan amount, pay interest we charge on the loan amount, and other amounts you owe us, like fees. You must repay the amounts in full and without using any right of set-off you may have and your repayments must be in cleared funds.

'Cleared funds' are money in your account, available for you to use, which won't be reversed or dishonoured, for any reason.

'Set-off' is the right that may arise if you owe us money and we also owe you money, or you have a claim against us. In some situations, set-off could result in the money one party owes the other being reduced. For example, you have a term deposit with us and we will pay you interest at the end of the deposit's term. You are not able to deduct the amount of the interest we will pay you on your term deposit from the amount of any loan repayment you need to make.

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Your scheduled loan repayments and the interest we charge can change over the loan term. Here are some examples of what can happen:

- If you have a floating interest rate, that interest rate can move up and down, which could change your scheduled loan repayments.
- If you change when or how often you make scheduled loan repayments, the amount of interest you pay on your loan could change.
- If you repay some of your loan early, the total interest you pay on your loan will be lower.

### **We'll process scheduled loan repayments you make on a weekend on the next business day**

If a scheduled loan repayment is due on a weekend or New Zealand national public holiday, we'll process it on the next business day instead. However, we'll treat it as if you paid on the due date.

### **We'll apply your repayments in any order we choose**

We'll apply your repayments to the amounts you owe us in any order we choose. We may not repay the oldest amounts you owe first. We may pay interest we've charged you or fees and other amounts you owe us first, before the rest of your loan amount.

### **If you'd like to reborrow any amounts you've repaid – let us know**

You can apply for a new loan if you need access to extra funds. If you would like to reborrow any amounts you've repaid, including your scheduled loan repayments or extra repayments you've made, you'll need to apply for a top up. If we agree, your top-up will either be a new loan or we'll amend your loan to lend you more money. Our normal lending criteria and fees at that time will apply.

## You can repay your loan early

You can repay some or all of your loan early. We can set a minimum amount that you must pay if you choose to repay some or all of your loan early. If we do set a minimum amount, we'll publish this on our website. If you repay some or all of your loan early, you must pay interest up to the day you make your repayment.

## Your loan is unsecured

We don't take security for your loan and your loan will be unsecured. Security is anything we can rely on if you break your loan agreement and we need to recover money you owe us.

For example, security could include a mortgage over a property which gives us the right to sell that property to repay any loans or other amounts you owe us, like fees.

Unsecured means we don't have security we can rely on if you break your loan agreement. Even though we may not have security, we can still use any of our rights under your loan agreement to recover any money you owe us.



### We can change the terms and conditions of your loan agreement

We can change any of the terms and conditions of your loan agreement, including any term in your loan summary or these loan terms and conditions. We can:

- change the number, frequency, amount, or payment date of scheduled loan repayments or interest charges
- increase, decrease, or remove interest rate margins or discounts
- change the interest rate, the name of any interest rate, and how we calculate or charge it
- change your loan term or loan amount
- change, add, or remove any fees you have to pay under your loan or change how we calculate any fee.

For example, if you have a floating interest rate, then we can move that interest rate up or down, generally depending on what is happening in the market, both here in New Zealand and overseas.

If your interest rate goes up, we'll also need to increase the amount of your repayments, so you're paying off the extra interest. Or, if you've chosen to keep your repayments the same, then we'll need to increase the number of repayments you'll make, which will extend your loan term.

When deciding whether to change the terms and conditions of your loan agreement, we'll act fairly and reasonably. Where we need to, we'll comply with the Code of Banking Practice and relevant legislation, for example the Credit Contracts and Consumer Finance Act 2003.

### You can also ask us to make changes to your loan

If we agree, you can ask us to:

- change the frequency, amount, or payment date of scheduled loan repayments
- change your draw-down date, loan term, or loan amount.

We may only agree to some changes if you meet our lending criteria – we'll let you know if this is the case.

For example, our lending criteria will apply if you ask us to increase your loan amount or extend your loan term.

We may also charge a fee for changes you ask us to make – see 'We can charge you fees and other amounts on your loan'.

For example, we may charge you a Top-up fee if you ask us to top-up your loan.

So that we can make changes to your loan promptly when you ask us, you agree that, if more than one person is the borrower under your loan:

- any of those people alone or together can ask us to make changes to your loan, including to your loan amount, repayments, or loan term
- we can assume that any person asking us to make changes to your loan has the agreement of all other people who make up the borrower and we don't have to confirm this first.

If you've asked us to change your loan, you will protect us from any claims any other borrower makes because we didn't confirm you had their agreement before we made that change. We recommend before you ask us to make any changes to your loan you always get the agreement of all of the borrowers.

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### **We'll contact you if we make any changes**

We'll let you know in writing what has changed and when it takes effect – see the section 'How we'll contact you about your loan'. If we change an interest rate or fee, we can choose to publish a public notice instead or include information on our website.

### **You can change the account you use to repay your loan**

You must use an ANZ transaction account to repay your loan. You can change the ANZ transaction account you use to repay your loan – contact us to arrange this. You agree we don't have to confirm this change in writing.

## What happens if you break your loan agreement

### **Talk to us if you're having difficulties with your loan**

It's important you always comply with your loan agreement. If you break your loan agreement, the results for you can be serious. We can use any of our rights under the loan agreement to recover money you owe us.

For example, we could ask you to repay all of the money you owe us and take debt recovery action against you, which may include listing your debt with a debt collection agency.

If you're having or expect to face difficulties complying with your loan agreement, which includes making your scheduled loan repayments, talk to us immediately. We may be able to work with you, or give you support and information that could help you get back on track.

### **When you will break your loan agreement**

You will break your loan agreement if any of the following happen:

- you break any of the terms in the loan agreement or another agreement with us, like a security agreement
- you don't pay money owing when due
- we believe any information you've given us is untrue or is wrong, or you've not given us all the information we've asked you for, and that information was material to us deciding to give you this loan
- the loan agreement becomes invalid or we aren't allowed to enforce it, for any reason.

For example, you'll break your loan agreement if you don't do something you agreed to do or you do something you agreed not to do, like not paying your scheduled loan repayments or fees.

### **You will also break your loan agreement if your financial position changes for the worse**

You will also break your loan agreement if any of the following happen:

- you become insolvent
- your financial position is materially affected for any reason, and we believe you can't or won't be able to pay us all of the money you owe us.

For example, you can't pay your debts you owe or someone you owe money to has declared bankrupt.

We've used the term 'materially' above. We will consider your financial position to be materially affected if there is a significant or large effect on it. The effect must be more than minor. However, it will depend on your individual circumstances and our assessment of these.

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### **If you break your loan agreement, we can ask you to repay money owing**

If you break your loan agreement, we can do one or more of the following:

- write to you, requiring you to comply with the terms and conditions of your loan agreement, or other agreements with us
- write to you, requiring you to repay some or all of your loan by a specific date, including interest, and other amounts you owe us, like fees, where we believe it is necessary to protect our interests
- cancel or refuse to allow you to draw down any loan amount you haven't already drawn down
- charge you default interest in certain circumstances
- take amounts you owe us from your accounts or add these amounts to the loan amount, which means you'll pay interest and possibly default interest on them.

If we write to you, requiring you to repay some or all of your loan, we have this right even if some money owing isn't yet due. We'll give you a reasonable time to repay those amounts.

### **If you break your loan agreement, we can also take any steps we choose to recover amounts you owe us**

If you break your loan agreement, we can also take any steps we choose to recover any amounts you may owe us. For example, we may take action against you to recover the amounts you owe us, like Court proceedings. Or list your debt with a debt collection agency or a credit reporter, which may affect your ability to borrow money from us or other lenders in future.

### **We have to comply with rules under legislation**

We have to comply with the rules applying under legislation about how we recover amounts you owe, and what notices we have to give you.

### **We'll charge default interest on amounts you haven't paid when originally due**

If we choose to charge default interest, we'll calculate it on all amounts you haven't paid when they were originally due. The default interest rate we'll use is set out in your loan summary. We calculate default interest at the end of each day, from the day the payment was originally due until the day you repay those amounts, including where we've obtained a Court judgment against you. We'll charge that default interest on the first business day of the next month.

### **We can take money you owe us from your accounts**

If you still owe money at the end of the loan term, we can take this amount from any of your accounts with us. Or, we can continue to charge you interest on the amount you owe. We'll let you know if we have to do this.

If we owe you money, we'll credit this amount into any of your accounts with us, and let you know. For example, we'll credit any fees or charges we've reversed to your account.

### **We have certain legal rights if you owe us money**

You agree the law gives us certain other rights if you owe us money. We have the right to use amounts we owe you to pay amounts you owe us – this right is called 'set-off'. We also have the right to move money from one account into another account you have to pay amounts you owe us – this right is called 'combination'. We don't have to ask you to repay some or all the loan amount first before using these rights. If we use or move amounts in your accounts, we'll advise you in writing afterwards.

For example, if you have money in a bank account with us, this is an amount we owe you. We can take that money and use it to pay amounts you owe us, including under your loan agreement.

### You must pay any costs we incur

You must pay any costs or losses we incur when we use or protect our rights under your loan agreement, or other agreements with us.

For example, you must pay any costs or losses we incur if we have to recover any amounts you owe under your loan agreement.

Our costs depend on the type and complexity of the transaction and your circumstances. They include all our legal costs, real estate agent or registered valuer's fees, other professional advisor fees, auction fees, and taxes.

### We can take any costs we incur from your accounts

We can take any costs or losses we incur from any of your accounts with us. We'll tell you the amount of any legal charges before we take that amount from your account. Otherwise, we'll advise you in writing afterwards if we take any costs or losses we've incurred from your accounts.

### Our right to transfer your loan

We can assign or transfer any of our rights and obligations under your loan agreement to anyone we choose and you agree not to object if we do this. If we choose to assign or transfer any of our rights and obligations under your loan agreement:

- unless we have to under any laws, you agree we don't have to tell you if we assign or transfer any of our rights and obligations under your loan agreement
- the person we've assigned or transferred your loan agreement to can use our rights under your loan agreement
- you agree we can share information we have about you, your loan, or your other agreements with us to allow the assignment or transfer to happen.

### You can't transfer your loan agreement

You must not transfer or assign any of your rights or obligations under your loan agreement unless we've agreed first in writing. In giving you this loan, we're relying on you, personally, being responsible for all repayments and any obligations in your loan agreement.

### How we'll contact you about your loan

We may need to give you information about your loan, or changes to your loan, including under laws that apply.

Other than where specific laws set out how we must contact you, you agree we can choose how we give you that information. We can choose to:

- give you a letter or notice
- call you or text you, using phone numbers or cellphone numbers you've given us
- write to you, or send you an email, using the addresses you've given us
- include the information on a website you can access, like ANZ Internet Banking
- publish a public notice or display the information in ANZ branches or on our website if we need to give some borrowers the same information.

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Where specific laws require us to give you information in writing, like loan statements or information about changes to your loan, you agree we can give you that information electronically. You agree we can give you the information by sending you an email, using an address you've given us, or including the information on a website you can access, like ANZ Internet Banking.

You're considered to have received letters or notices from us on the day we gave it to you, posted it to you, sent you an email, or made it available for you to access on a website, like ANZ Internet Banking. But if we're writing to you asking you to repay your loan, you're considered to have received the letter or notice we send you three business days after we send it.

If more than one person is the borrower under your loan, we can give or send a letter or notice to only one of those people. If we do give or send a letter or notice to only one person, each person making up the borrower agrees they receive that letter or notice too.

Errors or omissions in any letter or notice we give or send you won't affect whether we can enforce them or your loan agreement unless those errors or omissions are material.

We've set out in your loan summary how we'll send you statements about your loan.

## Some general matters applying to your loan agreement

### You agree to give us any information we ask for

If we ask you to, you'll need to give us information about you and your financial position. We'll only do this in the following circumstances:

- we reasonably believe we need the information to help us understand whether you've broken or may break your loan agreement
- we've asked you to give us the information as a condition of us giving you your loan in your loan summary or any letter of offer for your loan.

For example, we may need to know whether your financial position has materially changed.

In some cases, we may ask you for reports about your financial position from specialist advisors. If we've asked you for specialist's reports because you've broken your loan agreement, you must pay for those reports.

### We don't have to use our rights under your loan agreement immediately

We don't have to take any action or use our rights under your loan agreement. If we choose not to take any action under your loan agreement, we can still use our rights later. We can also use our rights in different ways at different times.

We'll only be prevented from using our rights or changing your loan agreement if we've agreed to it in writing.

### If your loan becomes unlawful, you may need to repay it early

It's unlikely, but if your loan becomes unlawful, we can ask you to repay the loan amount. We can also ask you to pay any interest and other amounts we charge you or you owe us, like fees. If this happens, we'll write to you, explaining what has happened and when you must repay your loan.

If a term in your loan agreement isn't allowed under law or doesn't meet any compulsory responsibilities we have at law, you agree that we can change that term. Or, we can use any rights we have under your loan agreement as if that term was excluded. We'll only change or exclude that term to the extent we need to comply with the law. We'll let you know if we need to change or exclude any term for this reason.

### We can decide which term should apply if there are inconsistencies

We'll decide which term applies if the terms of your loan agreement are inconsistent with other agreements you have with us.

For example, if there is a term in your loan agreement that's inconsistent with a term in a mortgage you've given us, we can decide which term will apply.

### Some guarantees apply if you're a consumer

Certain guarantees are given under the Consumer Guarantees Act 1993 – usually to consumers only. If these guarantees apply to you, we have to comply with the rules under the Consumer Guarantees Act 1993. To the extent the law allows it, you agree no other warranties or guarantees imposed on us by custom or law will apply to us.

### We can collect and use information about you

We can collect information from you or anyone else and use the information to manage your loan or use any of the rights we have under your loan agreement.

We can also share this information with anyone we believe we need to, including credit reporters or debt recovery agencies.

We've explained our full rights to collect and use information about you in our General Terms and Conditions, which you have already received a copy of. We've also published a copy on our website.

### We refer to New Zealand law in your loan agreement

New Zealand law applies to your loan agreement and all references are to New Zealand laws – this includes New Zealand legislation. The references include any replacements or amendments to those laws. New Zealand dates, times, and currency also apply to your loan agreement.