

This document sets out your loan or facility's terms and conditions

In this document we've explained the terms and conditions applying to your ANZ Home Loan or ANZ Flexible Home 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 or facility 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 or call 0800 269 296.

Some key information about your loan or facility

- 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.

ANZ Home Loans and ANZ Flexible Home Loans are long-term commitments – please check you can afford your repayments now and in the future.

- If your loan or facility isn't right for you, you have the right to cancel it. See the section 'You can cancel your loan or facility agreement for a short time after draw down'.
- Even though the right above is for a short time, you can repay your loan or facility at any time. See the sections 'You can repay your ANZ Home Loan early' and 'You can repay your facility at any time'.
- If you have an ANZ Flexible Home Loan, check it's right for you. You don't have regular repayments, so you may need to be disciplined to manage your facility and your finances.
- We can ask you to repay your ANZ Flexible Home Loan or reduce your credit limit at any time. See the section 'You must repay your facility when we ask you to'. But if we ask you to repay your facility or reduce your credit limit, we'll act fairly and reasonably.
- We can make changes to the terms of your loan or facility. If more than one person is the borrower, any of those people can ask us to make a change, including to your loan amount or credit limit. See the section 'We can change the terms and conditions of your loan or facility agreement'.

If you ask us to change your loan or facility, 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 or facility agreement. If you break your loan or facility agreement, including missing your loan repayments, the results can be serious. See the section 'what happens if you break your loan or facility agreement'.

If you break your loan or facility agreement, we may ask you to repay your loan or facility, and may sell your home to recover money you owe us if you've given us a mortgage.

- If you have any problems with your loan or facility, including making your loan repayments or reducing your facility amount over time, 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 or facility summary, these loan terms and conditions, and variation letters

Break

In your loan or facility summary, these loan terms and conditions, and variation letters we use the term 'break'. We also talk about what will happen if you break your loan or facility agreement or another agreement with us. You'll break your loan or facility 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 or facility agreement or another agreement with us if other events happen that we've said will cause you to break your loan or facility agreement or another agreement with us.

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

Business day

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

Credit limit

If you have an ANZ Flexible Home Loan, we've set out a credit limit in your facility summary or variation letters. The credit limit is the maximum facility amount you are allowed to access on your ANZ Flexible Home Loan. You can repay your facility amount at any time. You can also borrow the money again, up to your credit limit.

Draw-down date

The 'draw-down' date is the date we make the money we're lending to you, or your credit limit, available for you to use.

Facility

In your facility summary, these loan terms and conditions, and variation letters for ANZ Flexible Home Loans we talk about 'your facility' or 'this facility'. We mean the money we've agreed to lend you as set out in your facility summary or 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 facility amount and other amounts, like fees.

Facility amount

If you have an ANZ Flexible Home Loan, the 'facility amount' is the amount owing under your facility from time to time. The facility amount is how much of your available credit limit you've used. The facility amount includes money we're lending you to pay fees for your facility. Other amounts can also be included in your facility amount. For example, interest we've charged until you pay it.

Fixed-rate period

If you have an ANZ Home Loan with a fixed interest rate, the 'fixed-rate period' is the length of time your interest rate will stay the same. After this time, your interest rate will automatically change. We've explained in your loan summary or variation letters what will happen to your interest rate at the end of the fixed-rate period.

Guarantor

A 'guarantor' is a person who agrees to pay the amounts you owe us if you break your loan or facility agreement. The person giving us a guarantee may also give us security for that guarantee. For example, the person giving us a guarantee may also give us a mortgage over property they own as security for that guarantee. This means we can sell their property if they don't pay us money we ask for under the guarantee.

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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 variation letters for ANZ Home Loans 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 variation letter, 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 loan 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 or facility agreement

In your loan or facility summary, these terms and conditions, and variation letters we talk about 'your loan or facility 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 or facility summary which version of our terms and conditions applies to your loan or facility. Your loan or facility summary, each variation letter, and the version of the terms and conditions described in your loan or facility summary form your loan or facility agreement with us.

These terms and conditions can apply to more than one loan or facility you have with us. Each loan or facility summary and the terms and conditions described in that loan or facility summary forms a separate loan or facility agreement with us. That loan or facility agreement may be amended by variation letters from time to time.

Your loan agreement may also be made up of more than one loan with us. Generally, this can happen in the situations below:

- You've asked us to split your original loan into separate loan amounts. Different interest rates, repayments, or loan terms will apply to each of those separate loan amounts.

For example, you have an original loan of \$200,000 with a floating interest rate. You ask us to split that original loan into two separate loans, one of \$150,000 with a fixed interest rate, and the other of \$50,000 on a floating interest rate.

- You've asked us to restructure your loan during a fixed-rate period, and we give you a new loan on the new terms you've asked for and you use it to repay your existing fixed-rate loan.

For example, you ask us to change your existing fixed-rate loan to a floating-rate loan. We give you a new floating-rate loan with the changes you've asked for. You use this to repay the existing fixed-rate loan you wanted to change. Because you repay your existing loan during a fixed-rate period, we will charge you an Early Repayment Administration fee and may charge an Early Repayment Recovery.

Each new loan we give you in these situations will form part of your original loan agreement with us. All of the terms and conditions in your existing loan agreement will apply to your new loan, except to the extent we've set out in any loan variation letter. We may give you a separate loan number for your new loan, and send you separate loan statements or other information about your new loan.

When we give you a new loan, you agree to repay the loan amount, and any interest or fees we charge. Any security you've already given us under your loan agreement will secure your new loan.

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Loan amount

The loan amount set out in your loan summary or variation letters for an ANZ Home Loan 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. Also, if we agree you can have a loan repayment holiday, your loan amount will increase because your scheduled loan repayments are on hold.

Outstanding balance

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

For example, you have an existing loan or facility of \$200,000, used to buy a house. We agree to lend you an extra \$50,000 to repair the roof. Instead of giving you a separate loan of \$50,000, we draw up a new loan or facility agreement for you for \$250,000. We will use \$200,000 of that new loan to repay your existing loan. Your new loan or facility summary or variation letters shows a loan amount or credit limit of \$250,000, with an outstanding balance of \$200,000.

Total amount you'll pay on your loan

If you have an ANZ Home Loan, we've included information in your loan summary or 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 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.

Variation letters

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

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 or facility 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 or facility agreement to.

You

When we talk about 'you', we mean the person or people named as the borrower on your loan or facility 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 or facility agreement
- each person must repay your loan or facility, by themselves, or with the other borrowers, including where the borrowers are trustees of a trust, or partners of a partnership.

These loan terms and conditions can apply to both ANZ Home Loans and ANZ Flexible Home Loans

We have different terms and conditions that apply to the different types of loans that we offer – like personal loans, home loans, and business loans. These loan terms and conditions can apply to two types of loans – ANZ Home Loans and ANZ Flexible Home Loans.

Please check your loan or facility summary, as we've said what type of loan you have in that document. We've also said what terms and conditions will apply to that loan or facility.

Each loan or facility summary and the terms and conditions referred to in those documents form your loan or facility agreement with us. If we change the terms and conditions of your loan or facility, the variation letter we send you will also form part of your loan or facility agreement.

For example, you borrow \$300,000 from us. You split that amount into two loans. One is an ANZ Home Loan for \$200,000, and the other is an ANZ Flexible Home Loan for \$100,000. We give you a loan summary for the ANZ Home Loan, and a facility summary for the ANZ Flexible Home Loan.

Each loan summary says that these terms and conditions will apply to that loan. We give you one copy of these terms and conditions – we don't need to give you a separate copy for each loan, because these terms and conditions apply to both of those types of loan.

So, your loan summary and these terms and conditions form your loan agreement for the ANZ Home Loan of \$200,000. And, your facility summary and these terms and conditions form your facility agreement for the ANZ Flexible Home Loan of \$100,000.

An ANZ Home Loan is a different type of loan to an ANZ Flexible Home Loan – it works in a different way and different terms and conditions apply. We'll make it clear in these terms and conditions if a particular term or condition only applies to an ANZ Home Loan or an ANZ Flexible Home Loan.

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

If you have an ANZ Home Loan, we agree to lend you the loan amount set out in your loan summary or variation letter. If you have an ANZ Flexible Home Loan, we agree to lend you the facility amount set out in your facility summary or variation letter up to your credit limit.

In return you agree to:

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

Talk to us if you have any problems with your loan or facility

If you're having any problems with your loan or facility, 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.

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.

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 or facility agreement for a short time after draw down

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

You can cancel your loan or facility agreement for any reason, but you must write to us and tell us you're cancelling your loan or facility agreement within 10 working days of the draw-down date. Our address is set out in your loan or facility 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 or facility amount
- pay us any interest owing on the loan amount or facility amount up to the day you repay it in full.

We will refund any Low Equity Premium or Flexible Home Loan Monthly Account fee you've paid. But we may not refund you other fees you've paid, like an Application fee, if we've already incurred those costs in setting up your loan for you.

If your loan has a fixed interest rate, you must also pay us an Early Repayment Administration Fee and you may have to pay us an Early Repayment Recovery.

An Early Repayment Recovery is an amount you pay us to compensate us for the loss we incur when you repay some or all the loan early during a fixed-rate period. Talk to us before you decide to cancel, as any Early Repayment Recovery could be large.

Although the right you have at law to cancel your loan or facility is only for a short time, you can repay your:

- ANZ Flexible Home Loan at any time – see the section 'You can repay your facility at any time'
- ANZ Home Loan at any time, but you may need to pay an Early Repayment Administration fee and an Early Repayment Recovery if you're repaying early during a fixed-rate period – see the section 'You can repay your ANZ Home Loan early'.

If you're experiencing hardship – let us know immediately

'Hardship' includes where you can't meet your responsibilities under this loan or facility 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 or facility agreement.

If you're experiencing hardship, let us know immediately as we may be able to change the terms of this loan or facility agreement to help:

- We have helpful information and tools on our website, 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 or facility 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 or facility agreement.

We may only be able to change your loan or facility 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.

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 repayments
- we've already sent you a notice under the Property Law Act 2007 asking you to repay us money you owe us
- you've suffered hardship in the recent past.

This section only applies if your loan is an ANZ Home Loan

This section includes information about how we charge interest, how your repayments will work, and how you can repay your loan early if you have an ANZ Home Loan. Please check your loan or facility summary to understand what type of loan you have.

You can access your ANZ Home 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 ANZ Home Loan.

Unless we've agreed that you can access your loan in instalments, you must access the total loan amount of your ANZ Home 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. If we've agreed you can access your loan in instalments, you can ask us to draw down parts of your loan amount over time. We'll set this out in your loan summary or variation letter.

We will charge you interest on your ANZ Home Loan

We'll charge you interest on your ANZ Home 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 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. If we've agreed otherwise in your loan summary or variation letters, we'll deduct the interest we charge from your ANZ transaction account instead.

'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 you have a Reserve Rate Agreement you must use your ANZ Home Loan by a set date

Under a Reserve Rate Agreement, we agree to hold a specific fixed interest rate for you for a loan.

If you have a Reserve Rate Agreement for an ANZ Home Loan, then you must use your loan by a date set out in that Reserve Rate Agreement.

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If you ask us for a different interest rate instead of the rate we've held for you under your Reserve Rate Agreement, we can do any of the following:

- cancel your loan agreement and your Reserve Rate Agreement and give you a new loan on the new terms you've asked us for
- choose to give you the original loan we'd agreed to, but apply the floating interest rate we've agreed with you instead
- choose to ask you to take the original loan you'd agreed to with the interest rate we'd agreed under your Reserve Rate Agreement.

If we choose to cancel your loan agreement and give you a new loan or apply the floating interest rate instead, we can also charge you a Non-utilisation Recovery under your Reserve Rate Agreement.

We can also charge you a Non-utilisation Recovery if you choose not to use your loan by the date set out in your Reserve Rate Agreement. The Non-utilisation Recovery will also apply if we've elected not to change your loan terms in the way you've asked us to.

A Non-utilisation Recovery reflects the loss we incur when you don't use the interest rate we've agreed to hold for you, or you don't use it by the date we agreed. We've explained how we calculate the Non-utilisation Recovery in the Reserve Rate Agreement. Talk to us if you need to change your draw-down date or if you need to change to a different interest rate, because the Non-utilisation Recovery could be large.

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 ANZ Home 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 Home Loan fixed or floating interest rates on our website, anz.co.nz, or from any branch.

You will need to make repayments on your ANZ Home 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 or you ask us to change your loan term. Your loan term may also change if you change your repayments, with our approval, or make lump sum repayments.

You will need to pay an Early Repayment Administration fee and may need to pay an Early Repayment Recovery if you make a lump sum repayment during a fixed-rate period or if you ask us to increase your repayments during a fixed-rate period. See 'You can repay your loan early'.

If you ask us to increase your repayments during a fixed-rate period or change the type of repayments you make, and we agree, we'll give you a new loan which will be used to repay the fixed-rate loan you wanted to change. See 'You may need to pay an Early Repayment Recovery if your loan is repaid in other situations'.

Repayments are the payments you'll need to make to repay your ANZ Home Loan in full. We'll explain in your loan summary or 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.

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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 let you know if your repayment amounts change for any reason.

If you repay some or all of your loan early during a fixed-rate period, you may also have to pay an Early Repayment Administration fee and an Early Repayment Recovery.

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

If you have an ANZ Home Loan, 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 and security criteria and fees at that time will apply.

You can repay your ANZ Home 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 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 and you will have to pay us an Early Repayment Administration fee. You may also have to pay us an Early Repayment Recovery if you're repaying some or all of your loan early during a fixed-rate period.

You may need to pay an Early Repayment Recovery if your loan is repaid in other situations

As well as paying an Early Repayment Administration fee, you may need to pay us an Early Repayment Recovery if your loan has a fixed interest rate and either of the following apply:

- you've asked us to give you a different loan type or interest rate type, including another fixed interest rate
- you've asked us to change the repayment date or type, frequency, or amount of your scheduled loan repayments.

We give you a fixed interest rate on the basis you won't make any changes to your loan during the fixed-rate period.

If you ask us to make these changes to your loan during a fixed-rate period and we agree, we'll give you a new loan with the changes you've asked for.

You agree that the new loan will form part of your existing loan agreement and will be used to repay your existing fixed-rate loan. We'll give you a loan variation letter setting out the details of your new loan. Except to the extent we've set out in any loan variation letter, all of the terms and conditions in your existing loan agreement with us continue to apply to the new loan.

To avoid an Early Repayment Recovery, we suggest you wait until the end of any fixed-rate period before asking us to make changes to your loan.

You may also need to pay an Early Repayment Recovery if you break your loan agreement and we ask you to repay all of your loan early during a fixed-rate period.

The Early Repayment Recovery may be large – talk to us first

Our Early Repayment Recovery isn't the same for everyone. The Early Repayment Recovery you may have to pay us depends on the following:

- when you repay or change your loan
- how much you owe and how much you're repaying early
- how much wholesale swap interest rates have moved since the start of your fixed-rate period.

'Wholesale swap interest rates' are interest rates that banks and other large corporations use when they borrow and lend money in the wholesale money market.

Talk to us if you're thinking about repaying your loan early or changing your loan if it has a fixed interest rate. We can give you an indication of the Early Repayment Recovery we'll charge.

We won't always charge an Early Repayment Recovery

We refer to 'extra repayments' below. An extra repayment is any lump sum repayment you make other than the scheduled loan repayments set out in your loan summary or loan variation letters. An extra repayment includes where you repay your loan in full.

We won't charge you an Early Repayment Recovery if you make an extra repayment on your ANZ Home Loan and both of the following apply:

- you're making your first extra repayment in that year
- the extra repayment you're making is no more than 5% of the loan amount you owe on your loan then.

The year runs from the date your fixed-rate period started or the anniversary of the date your fixed-rate period started.

If you haven't made other extra repayments in the year, we'll charge you an Early Repayment Recovery only on any amounts you repay above 5% of the loan amount you owe on your loan then.

As explained above, if you ask for changes during a fixed-rate period, we'll give you a new loan which will be used to repay the fixed-rate loan you wanted to change. When calculating any Early Repayment Recovery when your existing loan is repaid, we'll look at whether you're making your first extra repayment on that existing loan in that year. In that situation, the year runs from the date your fixed-rate period on the existing loan started, or the anniversary of that date, and we look at the loan amount you owed on the existing loan.

We use mathematical formulas when we calculate the Early Repayment Recovery

This clause contains a short explanation of the mathematical formulas we use when we calculate the Early Repayment Recovery.

We compare two amounts:

- The first amount: We calculate the sum of all the scheduled loan repayments and interest charges that would have been made over the remaining part of the fixed-rate period. We calculate the interest charges using the wholesale swap interest rate which applied for the term of the fixed-rate period when the fixed-rate period started.
- The second amount: We calculate the sum of all the scheduled loan repayments and interest charges due over the remaining part of the fixed-rate period after you have made your early repayment. We calculate the interest charges using the wholesale swap interest rate which applied for the term of the fixed-rate period when the fixed-rate period started. We then add this amount to the overpayment amount that you're repaying early.

We adjust the first amount to recognise that we receive the money now, instead of receiving it as income over the loan term. When we adjust the first amount, we use the wholesale swap interest rates applying to the remaining part of the fixed-rate period on your loan when it is repaid early, as calculated by us. We also take into account the amount you would have owed on your loan at the end of the fixed-rate period.

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Sometimes, there may not be an exact match between the term of your fixed-rate period, or remaining fixed-rate period, and publicly available wholesale swap interest rates. If this happens, we'll calculate the exact wholesale swap interest rates that will apply.

Once we've adjusted these amounts, we'll charge you the difference between the first amount and the second amount as an Early Repayment Recovery. We'll only charge you an Early Repayment Recovery if the first amount is higher than the second amount. If the second amount is higher than the first amount, then we'll only charge you an Early Repayment Administration fee.

The explanation above aims to explain in very broad terms how complex mathematical formulas calculate Early Repayment Recovery. As we've explained above, the actual calculation will depend on the specific features and terms of your loan. If you're interested, you can ask for more details about the mathematical formulas we use at any ANZ branch.

Our formulas are not the same as in the Credit Contracts and Consumer Finance Act

The Early Repayment Recovery we calculate is a reasonable estimate of the loss we incur when you repay some or all of your loan early during a fixed-rate period. However, our formulas are not the same as set out under regulations to the Credit Contracts and Consumer Finance Act 2003.

You may be able to apply for a loan repayment holiday

There are times it can be helpful to put your loan repayments on your ANZ Home Loan on hold. For example, you've just welcomed a new baby into the family or you want to hold your repayments while you're on holiday overseas.

Talk to us if you need a loan repayment holiday for a while – our normal lending and security criteria and a fee will apply. We may also set other criteria you need to meet before we'll give you a loan repayment holiday. We may impose limits on when you can apply for a loan repayment holiday and how many loan repayment holidays you can apply for during your loan term. Talk to us if you want to know if you're eligible for a loan repayment holiday.

You won't make repayments during the loan repayment holiday

If we approve a loan repayment holiday on your ANZ Home Loan, you won't need to make regular repayments on your loan for up to three months.

We still charge interest on your loan during the loan repayment holiday, so the loan amount will increase. We add this interest to the loan amount, and we'll charge interest on that amount as normal. We can give you an indication of how much your loan amount will increase – please just ask.

Your scheduled loan repayments may increase or your loan term may be extended after your loan repayment holiday

The amount you owe on your loan will increase at the end of your loan repayment holiday. So, you'll need to either increase your scheduled loan repayments or extend your loan term. If you increase your scheduled loan repayments, you'll keep your loan term the same.

We will only agree to let you extend your loan term if the loan term will stay under 30 years from your draw-down date. If we've agreed you can draw down your loan in instalments, the loan term must stay under 30 years from your first draw-down date.

A loan repayment holiday means you will pay more on your ANZ Home Loan in the long term

Although a loan repayment holiday may help you in the short term, you will pay more interest on your loan. You need to decide whether this is right for you. Please don't hesitate to talk to us about other options that may be available to you.

This section only applies if your loan is an ANZ Flexible Home Loan

This section includes information about how we charge interest, how your credit limit works, and how we can ask you to repay your loan at any time if you have an ANZ Flexible Home Loan. Please check your loan or facility summary to understand what type of loan you have.

You can access your facility from the draw-down date

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

We'll agree with you which ANZ transaction account you'll use to access your ANZ Flexible Home Loan. You can access your facility, up to your credit limit, from the draw-down date, in the same way you can access other funds in your ANZ transaction account.

For example you can access your facility by electronic payment, debit card, ANZ Phone Banking or ANZ Internet Banking.

Fees can apply when you use your ANZ transaction account or services like ANZ Phone Banking, ANZ Internet Banking, or ATMs. For example monthly account and transaction fees could apply. See our 'Fees and Charges' document or our website, anz.co.nz, for more information.

You can also reborrow amounts you've repaid and you don't have to repay your facility amount by a set date or make scheduled repayments, as long as you keep under your credit limit. But it's important to know that we can write to you and ask you to repay some or all of your facility amount, at any time and for any reason. We can also choose to reduce your credit limit. See the section 'You must repay your facility amount when we ask you to'.

You must keep your facility amount under your credit limit

If you have an ANZ Flexible Home Loan, you don't have regular repayments, but you must pay any interest charges or any other amounts, like fees, to keep within your credit limit.

You must not let your facility amount go above the credit limit. To keep under your credit limit you should regularly check your facility amount.

You must have enough money in your ANZ transaction account or enough credit limit available to pay interest we charge you on the facility amount or other amounts we charge you on your facility, like fees. If you deposit more than the interest or fees we charge, your facility amount will reduce and you'll be charged less interest – saving you money.

We may let you withdraw money above the credit limit

If you try to access money that will take you above your credit limit, we may stop you doing so and we can charge you a Dishonour fee of \$20.

But we understand that sometimes you may need access to extra money. So, we may choose to let you go above your credit limit. If we let you go above your credit limit, we're not increasing the credit limit. Instead, we're lending you the extra money you don't have and you must repay it as soon as possible or when we ask you to.

We can charge you interest on any amounts over your credit limit until you repay those amounts. We'll charge interest on these amounts at the excess interest rate set out in your facility summary. We can also charge you an Unarranged Overdraft fee.

For example, we can choose to decline a transaction that would take you above your credit limit. Or, we might let the transaction go through, and you must repay us the extra money we allow you to withdraw. We may also charge you an Unarranged Overdraft fee and excess interest.

We will charge you interest on your facility

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

The interest rate for your facility and how we'll set it is in your facility summary. 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 facility 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 last business day of the month. We'll charge this interest to your ANZ transaction account. You must have enough money in your ANZ transaction account, or enough credit limit available, to pay any interest and fees we charge.

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

If the last business day of the month isn't the last calendar day of the month, we'll charge you interest for the remaining days of that month. We process any transactions you do on a non-business day on the next available business day.

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

You can get information about our current ANZ Flexible Home Loan interest rates on our website anz.co.nz, or from any branch.

You can repay your facility at any time

You can repay some or all of your facility amount at any time. You can also:

- Ask us to reduce the credit limit
- Ask us to cancel the credit limit if you've repaid your facility amount and any interest or fees owing in full
- Ask us to change your ANZ Flexible Home Loan into an ANZ Home Loan instead – our lending criteria and fees may apply.

You must repay your facility amount when we ask you to

If you have an ANZ Flexible Home Loan, we can review your use of your facility at any time and for any reason.

We can write to you at any time and ask you to repay some or all of your facility amount. We can also ask you to pay interest and other amounts you owe us, like fees. We can ask you to repay these amounts even if you haven't broken your facility agreement.

Nothing prevents or limits our right to ask you to repay some or all of your facility at any time and for any reason. But we'll give you a reasonable time to repay those amounts.

If you don't repay us when we've asked you to, you will break your facility agreement. If that happens, we can take any of the steps set out in the section 'What happens if you break your loan or facility agreement'.

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We can also choose to decrease your credit limit at any time. We'll generally only do this if we're concerned about how you're using your ANZ Flexible Home Loan, including if we believe you're no longer able to afford it or are often going over your credit limit. Or, we can choose to ask you to start repaying your facility by scheduled repayments. If we choose to do this, we'll write to you and will tell you the amounts your scheduled repayments need to be. We'll also tell you how often you'll need to make them.

We don't have to give you a reason why we're asking you to repay your ANZ Flexible Home Loan, or reducing your credit limit. However, we'll act fairly and reasonably, following the Code of Banking Practice and any relevant legislation, like the Credit Contracts and Consumer Finance Act 2003.

This section applies to ANZ Home Loans and ANZ Flexible Home Loans

This section includes information about the fees we can charge, the security we'll take, and what happens if you break your loan or facility agreement. It applies to both ANZ Home Loans and ANZ Flexible Home Loans. Please check your loan or facility summary to understand what type of loan you have.

An ANZ Home Loan is a different type of loan to the ANZ Flexible Home Loan – it works in different ways and different terms and conditions apply. We'll make it clear in this section if a particular term or condition only applies to an ANZ Home Loan or an ANZ Flexible Home Loan.

Your repayments must be in cleared funds

You must repay the loan amount or facility amount, pay interest we charge on it, and other amounts you owe us, like fees. You must repay these amounts in full without using any right of set-off you may have. 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 any amounts you have to pay us.

We'll process repayments you make on a weekend on the next business day

If a scheduled loan repayment on your ANZ Home Loan 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.

If you have an ANZ Flexible Home Loan and want to repay any of your facility amount after 5pm on a Friday, on a weekend, or on a New Zealand national public holiday, we'll process the repayment on the next business day instead. You may still be charged interest on any facility amount over the weekend or public holiday.

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 or facility amount.

We can charge you fees and other amounts on your loan or facility

We've set out in your loan or facility summary what fees you'll need to pay when you draw down your loan or when we provide access to your credit limit. If we've agreed to lend you money to pay any fees, we'll include them in your loan amount or facility amount. You'll pay interest on those amounts until you've repaid them.

We'll charge some fees or other amounts if particular events happen during your loan term or while you have your facility

We've set out below the fees we can also charge you if particular events happen during your loan term or while you have your facility. 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 or facility'.

Want to borrow more money?

Application fee	Up to \$500	We charge this fee to assess and document a new loan or facility. You pay this fee on the draw-down date of a new loan or facility.
Top-up fee	\$250	We charge this fee to assess and document any top-up or increase to your loan amount or credit limit. You must pay it when you draw down your top-up or we give you access to your new credit limit. If you would like to top-up your loan or increase your credit limit, you will need to apply to us, and our normal lending and security criteria at that time will apply.
Low Equity Premium	Variable	We charge a Low Equity Premium if you borrow more than 80% of the value of the property that's available as security for any loans or facilities you have with us. We charge a percentage of your lending, including your loan amount or credit limit, on a graduated scale. The more you're borrowing against the value of the property, the higher the fee could be. The scale we'll use is set out on our website and in our 'Fees and Charges' document. You must pay the fee on the draw-down date for a new loan or facility.
Monthly Account fee	\$12.50	We charge this fee monthly for administering your ANZ Flexible Home Loan. We charge this fee each month or part of the month you have the facility.
Unarranged Overdraft fee	\$15	We charge this fee monthly only if you go over your credit limit on your ANZ Flexible Home Loan or your ANZ transaction account becomes overdrawn by more than \$20 for more than one day. We can also charge you excess interest.

Want to repay your ANZ Home Loan early?

Early Repayment Administration fee	\$100	We charge this fee to process any early repayment of your ANZ Home Loan. You pay this fee when you make the early repayment.
Early Repayment Recovery	Variable	We charge an Early Repayment Recovery to cover the loss we suffer if you repay some or all of your ANZ Home Loan early during a fixed-rate period. See the section 'You can repay your loan early'.

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Want to reserve an interest rate for an ANZ Home Loan?

Reserving a fixed interest rate	Currently no charge	We may choose to charge a fee if we agree to hold a fixed interest rate for you for an ANZ Home Loan in future. If we do decide to charge a fee to reserve an interest rate, we'll let you know when you'll be charged and how much before we agree to hold the rate. We may also charge a fee to hold a fixed interest rate for you for an existing loan. We'll charge this fee under a Reserve Rate Agreement.
Non-utilisation Recovery	Variable	We charge a Non-utilisation Recovery if you don't comply with the terms of a Reserve Rate Agreement you have with us. For example, we may charge a Non-utilisation Recovery if you don't use the fixed interest rate by the date we set out in the Reserve Rate Agreement. We've set out how we calculate the Non-utilisation Recovery and when we'll charge it in the Reserve Rate Agreement.

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 or facility, including your loan or facility agreement. This fee does not apply when we send you a statement. If you need a replacement copy of a statement, we'll charge a Duplicate Statement fee.
Duplicate Statement fee	\$4	We charge this fee if you need a replacement copy of a statement we've sent you for your loan or facility. We'll charge this fee when we send you the statement.

Want to change the security you've given us?

Consent fee	\$40	We charge this fee to process requests to do with the security we have for your loan or facility. We'll charge this fee when we complete the transaction. We may also charge you a Discharge or Execution fee for some transactions of this kind.
Discharge or Execution fee	\$100	We charge this fee to document and complete any other transaction to do with the security we have for your loan or facility, including a discharge or release of that security. We'll charge the fee when we complete the transaction. We may also charge you a Consent fee for some transactions of this kind.
Security Transfer or Redocumentation fee	\$250	We charge this fee to assess and document any requests you make to change the security we have for your loan or facility. This could include because you've sold the property and are buying something else. We'll charge the fee when we process your request.

What we charge if you've broken your loan or facility agreement and we have to send you a notice under the Property Law Act

Default Notice fee	\$175	We charge this fee if we prepare and send you a default notice for your loan under the Property Law Act 2007. We prepare these notices to require you to repay some or all of the amounts you owe us because you've broken your loan or facility agreement, or another agreement with us. If we've had this notice prepared by a solicitor, you must also meet all of the solicitor's costs in preparing the notice, as well as paying us the Default Notice fee. We'll charge this fee at the time we send you the notice.
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Any security you give us secures your loan or facility

Security is anything we can rely on if you break your loan or facility 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.

Here are some important things to know about the security we take.

- We'll have a separate security agreement for any security we take for your loan or facility. Security agreements include the terms and conditions applying to the security. Security agreements also include what you or the person giving us the security agrees to do or not do, and the rights that we have. For example, for mortgages you must keep the property insured and not sell it to anyone else unless we agree to it first.
- You or the person giving us the security must always get our prior written agreement before giving the same security to someone else, like another lender. If you don't, you may break your security agreement and this loan or facility agreement and we may ask you to repay any money you owe us.
- If the amount we recover from any security we have is less than the amount you owe us, then you'll still be responsible for paying the amount of any shortfall to us.

For example, you break your loan or facility agreement, and we have to sell the house you have given us a mortgage over. When we sell your house, you owe us \$500,000. But, your house only sells for \$400,000. You will still owe us the shortfall of \$100,000, and we can take other steps to recover this amount from you.

- We may agree to limit the liability of a guarantor under their guarantee. For example we may limit the guarantor's liability to a set amount or to the house they've given us a mortgage over. If we limit a guarantor's liability, we'll set this out in your loan or facility summary and their guarantee. If the amount you owe us is more than what we've limited your guarantor's liability to, then your guarantor won't be responsible for paying any shortfall. Instead, you'll be responsible for the difference between how much you owe and how much we recover from your guarantor.

For example, you break your loan or facility agreement and you owe us \$500,000. We agreed to limit your guarantor's liability to \$400,000. Your guarantor pays us the \$400,000 under the terms of their guarantee. You will still owe us the shortfall of \$100,000, and we can take other steps to recover this amount from you.

Any security you give us secures your loan or facility, any existing loans you have, and loans you get in the future

Unless we've said otherwise in your loan or facility summary, here is how our security works.

- When we decide to lend to you, we make sure we'll have enough security. We lend because we'll be able to use all of the security you've given or will give us to secure all your loans and facilities with us, now or in the future. We don't rely on particular security you've given us being security only for a particular loan or facility.
- Any existing security you have already given us for other loans and facilities will now secure your loan or facility, and other loans and facilities you get in future.
- Any new security you give us secures your loan or facility and any existing loans and facilities you already have with us. Any new security also secures other loans and facilities you get in future, and any guarantees you have given us or will give us in future.
- Listing any new security in your loan or facility summary or variation letters changes your existing loan or facility agreements automatically. Describing the new security in your loan or facility summary or variation letters is disclosure of the changes to your existing loan or facility agreements.

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'Disclosure' happens when we give you information about your loan or facility. We must disclose certain information about your loan or facility, including changes to it, under some laws.

For example, you borrowed money from us and gave us a mortgage over the house you bought using that loan. Five years later, you borrow more money to buy a holiday home and give us a mortgage over the holiday home too. The mortgage over your house secures your new loan, and the mortgage over your holiday home also secures your original loan.

You must give any security before the draw-down date

If we've asked you to, you must give any security for your loan or facility before or on the draw-down date.

We can ask for extra security

We can ask you to give new or extra security if any of the following apply:

- we believe the value of any security we have for your loans and facilities has materially reduced
- we can't rely on any security we have for your loans and facilities for some reason
- your loan amount or credit limit increases, for example because you've asked us to top-up your loan or facility, increase your credit limit, or you get other new loans or facilities with us
- a guarantor tells us they are terminating, or withdrawing, the guarantee they gave us as security for your loan or facility
- we released any security we held for any reason, and need replacement security for your loan or facility.

If we decide to ask you for new or extra security, we'll act fairly and reasonably, and will give you a reasonable time to meet our request. 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 must do everything reasonable to give us the new or extra security within the time we've given you. If you don't give us the new or extra security within the time we've given you, you'll break your loan or facility agreement.

For example, we may ask you to give us new or extra security for a loan if your guarantor tells us they are terminating, or withdrawing, the guarantee they gave us as security for your loan.

We'll hold the security until you repay amounts you owe or might owe us

We'll continue to hold any security we have for your loan or facility until you repay:

- any loans and facilities you have with us, including all loan amounts or facility amounts
- other amounts you owe us or might owe us in the future – if there's an agreement that we'll lend you or you'll owe us those amounts.

For example, you might owe us amounts in the future if you've given a guarantee for someone else's loan.

Once you've repaid these amounts, contact us to arrange for that security to be released.

We can give information about your loan or facility to someone who has given us security

You agree that we can give information about you to anyone who has given us security for your loan or facility. We'll only give information to help that person understand what their responsibilities are or exercise rights they may have. We may also have to give that person information under laws that apply, like the Credit Contracts and Consumer Finance Act 2003. This information includes a copy of your loan or facility summary, these loan terms and conditions, variation letters, and information about your loan or facility and you, including your financial position. You agree we can do this without contacting you.

We can change the terms and conditions of your loan or facility agreement

We can change any of the terms and conditions of your loan or facility agreement, including any term in your loan or facility summary and 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
- decrease or remove your credit limit – see ‘You must repay your facility when we ask you to’
- change, add, or remove any fees you have to pay under your loan or facility 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 or facility 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 or facility

If we agree, you can ask us to:

- change the frequency, amount, or payment date of scheduled loan repayments
- change the type of interest rate that applies to your loan, for example from a floating interest rate to a fixed interest rate
- change the type of loan you have, for example from an ANZ Flexible Home Loan to an ANZ Home Loan
- change your draw-down date, loan term, or loan amount
- increase, decrease, or remove your credit limit.

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 credit limit or extend your loan term.

We may also charge a fee for changes you ask us to make. In some cases, we'll give you a new loan on the different terms you've asked for which will be used to repay the fixed-rate loan you wanted to change. See ‘We can charge you fees and other amounts on your loan’ and ‘You may need to pay an Early Repayment Recovery if your loan is repaid in other situations.’

For example, you ask us to change your interest rate from a fixed interest rate to a floating interest rate during a fixed-rate period. We'll give you a new loan, under your existing loan agreement, on the different terms you've asked for. The new loan will be used to repay the existing fixed-rate home loan you wanted to change. You may need to pay an Early Repayment Administration fee and Early Repayment Recovery. See ‘You may need to pay an Early Repayment Recovery if your loan is repaid in other situations.’

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

- any of those people alone or together can ask us to make changes to your loan or facility, including to your loan amount or credit limit, repayments, or loan term
- we can assume that any person asking us to make changes to your loan or facility 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 or facility, 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 or facility you always get the agreement of all of the borrowers.

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 or facility'. 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 or access your loan or facility

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

What happens if you break your loan or facility agreement

Talk to us if you're having difficulties with your loan or facility

It's important you always comply with your loan or facility agreement. If you break your loan or facility agreement, the results for you can be serious. We can use any of our rights under the loan or facility agreement or under any security we have for your loan or facility.

For example, we could ask you to repay all of the money you owe us. If you've given us a mortgage, we could sell your property to recover money you owe us.

If you're having or expect to face difficulties complying with your loan or facility 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 or facility agreement

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

- you break any of the terms in the loan or facility 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 or facility
- the loan or facility agreement becomes invalid or we aren't allowed to enforce it, for any reason.

For example, you'll break your loan or facility 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 or facility agreement if your financial position changes for the worse

You will also break your loan or facility 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
- the financial position of anyone who guarantees any money you owe is materially affected for any reason, and we believe they can't or won't be able to pay us all of the money you owe us
- we believe the value of any security we hold for your loan or facility has materially reduced, including before the draw-down date.

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

We've used the term 'materially' above. We will consider your financial position or the value of security to be materially affected if there is a significant or large effect on them. The effect must be more than minor. However, it will depend on your individual circumstances and our assessment of these. The value of security will also be materially affected if any guarantor tells us they're terminating, or withdrawing, their guarantee, restricting how much they'll be liable for under it, or if they break the terms of their guarantee.

If you break your loan or facility agreement, we can ask you to repay money owing

If you break your loan or facility 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 or facility agreement, or other agreements with us
- write to you, requiring you to repay some or all of your loan or facility 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 or credit limit you haven't already drawn down or accessed
- charge you default interest in certain circumstances
- take amounts you owe us from your accounts or add these amounts to the loan amount or facility 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 or facility, 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 your loan has a fixed interest rate when this happens, we can also charge you, and you must pay, an Early Repayment Recovery.

We can also change the terms of your facility agreement if you break it

If you have an ANZ Flexible Home Loan and you break your facility agreement, we can also choose to:

- reduce the credit limit and ask you to repay any amount you need to bring the facility amount under this new credit limit as soon as possible
- remove the credit limit and ask you to repay any amounts overdrawn on your ANZ transaction account by a specific date
- require you to start repaying your facility by scheduled repayments.

If we require you to start repaying your facility by scheduled repayments, we'll write to you and will tell you the amounts your scheduled repayments need to be. We'll also tell you how often you'll need to make them. If we remove or reduce your credit limit, we may charge excess interest on any amounts overdrawn on your ANZ transaction account and Unarranged Overdraft fees may apply until you've repaid those amounts in full.

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

If you break your loan or facility agreement, we can also take any steps we choose to recover any amounts you may owe us, including:

- selling any property you've given us as security, or using our rights under any security agreement, to recover amounts you owe us
- writing to anyone who gave us a guarantee for your loan or facility, and requiring them to pay some or all the amounts you owe us
- taking other action against you to recover the amounts you owe us, including Court proceedings.

If you gave us security, we can use that security to repay amounts you owe us. For example, if you gave us a mortgage over your property, we can sell that property if you don't repay us the money you owe us.

The person who gave us a guarantee for your loan or facility may also have given us a mortgage over their property as security for that guarantee. We can sell that property if they don't pay us when we ask them to. We can also use any of our rights under the security agreement if they don't pay us when we ask them to.

Our rights if you break this agreement don't limit our right to ask you to repay your facility

The rights we have above if you break your facility agreement do not limit or restrict our right to ask you to repay some or all of your ANZ Flexible Home Loan at any time, and for any reason. For more information, see the section 'You must repay your facility amount when we ask you to'.

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 due

If you have an ANZ Home Loan and we choose to charge default interest, we'll calculate it on all amounts you haven't paid when they were originally due. For ANZ Flexible Home Loans, we'll calculate default interest on all amounts you haven't paid when due.

The default interest rate we'll use is set out in your loan or facility summary. We calculate default interest at the end of each day, from the day the payment was originally due, if you have an ANZ Home Loan, or due, if you have an ANZ Flexible Home Loan. And we calculate that default interest until the day you repay those amounts, including where we've obtained a Court judgment against you.

If you have an ANZ Home Loan, we'll charge that default interest on the first business day of the next month. If you have an ANZ Flexible Home Loan, we'll charge that default interest on the last business day of the month.

We'll charge excess interest on amounts over your credit limit

If we choose to charge excess interest, we'll calculate it on all amounts over your credit limit on your ANZ Flexible Home Loan. The excess interest rate we'll use is set out in your facility summary. We calculate excess interest at the end of each day, from the day you went over your credit limit until the day you repay those amounts, including where this is after we've obtained a Court judgment against you. We'll charge excess interest on the last business day of the month.

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We can take money you owe us from your accounts

If you still owe money at the end of the loan term or after we've asked you to repay your facility amount, 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 facility amount or 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 or facility 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 or facility agreement, any security, 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 or facility agreement. You must also pay any costs if we have to sell or recover any security we hold for your loan or facility.

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 or facility

We can assign or transfer any of our rights and obligations under your loan or facility 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 or facility 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 or facility agreement
- the person we've assigned or transferred your loan or facility agreement to can use our rights under your loan or facility agreement
- you agree we can share information we have about you, your loan or facility, or your other agreements with us to allow the assignment or transfer to happen.

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You can't transfer your loan or facility agreement

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

How we'll contact you about your loan or facility

We may need to give you information about your loan or facility, and changes to it, 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.

Where specific laws require us to give you information in writing, like loan statements or information about changes to your loan or facility, 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 or facility, 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 or facility, 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 or facility agreement unless those errors or omissions are material.

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

Some general matters applying to your loan or facility 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 or facility agreement
- we've asked you to give us the information as a condition of us giving you your loan or facility in your loan or facility summary or any letter of offer for your loan or facility.

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 or facility agreement, you must pay for those reports.

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

We don't have to take any action or use our rights under your loan or facility agreement. If we choose not to take any action under your loan or facility 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 or facility agreement if we've agreed to it in writing.

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

It's unlikely, but if your loan or facility becomes unlawful, we can ask you to repay the loan amount or facility 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 or facility.

If a term in your loan or facility 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 or facility 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 or facility agreement are inconsistent with other agreements you have with us.

For example, if there is a term in your loan or facility 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 facility or use any of the rights we have under your loan or facility agreement.

We can also share this information with anyone we believe we need to, including anyone who provides security for your loan or facility, 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 or facility agreement

New Zealand law applies to your loan or facility 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 or facility agreement.