

# Personal Loan Summary

15 August 2020

Example Customer name, 34B Example Street, Example city 6035

## Loan Summary

Westpac New Zealand Limited having its principal place of business at 16 Takutai Square, Auckland (Westpac NZ) is pleased to offer you a Personal Loan (Loan) as detailed in this Loan Summary. The Loan will be provided subject to Westpac NZ's:

- Personal Loan Terms and Conditions version number PLNTC002;
- Transaction and Service Fees brochure;
- General Terms and Conditions brochure:
- Opening Accounts form;

and this Loan Summary (which together and as they may be amended or replaced, form your Agreement with Westpac NZ in relation to the Loan).

Before you can draw on your Loan you need to:

- sign and return a copy of this Loan Summary;
- if required by Westpac NZ, complete and sign any new security or Personal Loan Terms and Conditions documentation and satisfy Westpac NZ's security requirements. Westpac NZ will write to you or your lawyer as to what those requirements are;
- arrange for any other person required by Westpac NZ to give security, to sign that security and satisfy Westpac NZ's security requirements; and
- pay the establishment charge and any other credit fees and charges in connection with the Loan.

This Loan Summary forms part of your Agreement. Please sign this copy and keep it in a safe place - it is an important document and you may need to refer to it at a later date

Terms which are defined in Westpac NZ's Personal Loan Terms and Conditions have the same meanings in this Loan Summary unless the context otherwise requires or unless otherwise defined in this Loan Summary.

### Initial Unpaid Balance

\$

### Loan Amount

\$1,583.00

Term 5 years

#### 13.90% p.a. Annual Interest Rate

The formula for calculating the Annual Interest Rate is: (the base rate x the modifier (if any)) plus a margin (if any). The Annual Interest Rate may change from time to time.

At the date of this Agreement the Annual Interest Rate is based on Westpac NZ's Personal Loan Rate of 14.00% and the margin is

Westpac NZ may change the base rate, replace it with a new base rate, or change the modifier (if any) or the margin, from time to time.

Westpac NZ's published base rates are available at westpac.co.nz; and are advertised from time to time in major newspapers when changes occur. In addition, base rates are available by contacting your Westpac NZ branch or Relationship Manager.

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Default Margin 5.00% p.a.

If any scheduled Loan repayment or payment of interest under your Loan is in arrears for 14 days or more this additional rate will apply from that 14th day until that payment is made.

### Repayments on a Table Basis

You will make 130 fortnightly principal and interest payments of \$16.91.

The first payment will be one fortnight after the Drawdown date.

On the last payment you will pay all principal and any other amounts outstanding.

Based on the current Annual Interest Rate, and assuming it does not change:

Principal Amount (inclusive of any capitalised fees, if applicable)

\$1,583.00 \$615.51

Total Amount of Interest

**Total Payments** 

\$2,198.51

#### Interest Payments

Subject to the Agreement, interest on the amount of the debit balance of your Loan Account will accrue daily based on a 365 day year calculation and will be debited fortnightly to your Loan Account starting one fortnight after the Drawdown date.

### Security

At the date of this Agreement this Loan/facility is unsecured, but may be secured by any Securities (Including Guarantees) granted to Westpac NZ and disclosed to you in the future in respect of your obligations.

### Establishment Charge

\$100.00

This is payable on the date of execution of this Loan Summary whether or not the Loan is drawn down.

### Additional Fees and Charges

Additional credit fees and charges may apply as detailed in Westpac NZ's Transaction and Service Fees brochure.

### Continuous Disclosure or Provision of Equivalent Information Online

Statements will be provided to you at least every six months, in accordance with the Westpac NZ General Terms and Conditions.

### Your Right to Cancel

The Credit Contracts and Consumer Finance Act 2003 gives you a right for a short time after the terms of this contract have been disclosed to you to cancel the contract.

How to cancel

If you want to cancel the Agreement you must give written notice to Westpac NZ. You must also return to Westpac NZ any advance and any other property received by you in respect to the Agreement.

Time limits for cancellation

If the disclosure documents are: You must give notice that you intend to cancel within

5 working days handed to you directly

sent to you by electronic means (for example, e-mail) 7 working days (from sending date)

mailed to you 9 working days (from posting date)

Saturdays, Sundays, and national public holidays are not counted as working days.

What you may have to pay if you cancel

If you cancel the Agreement Westpac NZ may charge you:

- the amount of any reasonable expenses Westpac NZ had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc.); and
- interest for the period from the day you received the advance until the day you repay the advance in full as provided for in the Agreement.

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This statement only contains a summary of your rights and obligations in connection with the right to cancel. If there is anything about your rights or obligations under the Credit Contracts and Consumer Finance Act 2003 that you do not understand, if there is a dispute about your rights, or if you think that Westpac NZ is being unreasonable in any way, you should seek legal advice immediately.

### **Loan Variation**

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### Variation of Personal Loan Terms & Conditions

From the Drawdown Date, the Personal Loan Terms and Conditions applicable to each of your Personal Loan(s) across the account number(s) above will be replaced by the Personal Loan Terms and Conditions PLNTC002, a copy of which is attached.

### **Unforeseen Hardship**

If you are in financial difficulty it is important that you don't ignore the problem. Contact us as soon as possible if you are having problems meeting your repayments or think that you may experience difficulty doing so in the near future.

If you are not able, because of illness, injury, loss of employment, the end of a relationship or other reasonable cause, to meet your obligations under this Agreement, but you expect that a change to the Agreement would enable you to meet your obligations, you may apply in writing to have the Agreement changed in one of the following ways:

- an extension of the loan term so that the amount of each repayment is reduced; or
- postpone repayments for a specified period (a "repayment holiday"); or
- extend both the term of the contract and postpone repayments for a specified time.

Westpac NZ may, but is not obliged to, agree to a change to the Agreement. We will write and let you know the outcome of your application. If we do not agree to the requested change we will explain our reasons in writing.

Westpac NZ may charge a fee for any costs it incurs in documenting the changes to the Agreement. If a change to repayments is agreed, interest will still be added to the balance of your loan while repayments are postponed.

There are limits on when and how often you can make a hardship application. You can find out more information and obtain a Financial Hardship Application form in person at a branch, by telephone or on Westpac NZ's website. Further details (including a branch locator tool) can be found at westpac.co.nz.

### What to do if you have a complaint

Your satisfaction is our priority so if you have any concern or problem, whatsoever, let us know, and we'll do our best to resolve it right away.

Westpac NZ is a member of the Banking Ombudsman Dispute Resolution Scheme. If you're still unhappy after we've reviewed your complaint, then you may want to refer the matter to the Banking Ombudsman.

Further details on Westpac NZ's internal complaints process and the Banking Ombudsman's Dispute Resolution Scheme are set out in Westpac NZ's General Terms and Conditions.

### **Financial Services Provider Registration**

Westpac NZ is a registered Financial Services Provider. You can find our registration details by searching for Westpac New Zealand Limited, registration number FSP35681 on the Financial Services Provider Register at fspr.govt.nz .

### **Acceptance and Acknowledgement**

I/We have read and understood the Agreement and accept the offer of the Loan as set out in this Agreement.

I/We acknowledge that the Agreement represents the entire Agreement between me/us and Westpac NZ in respect of the Loan and that it replaces all earlier representations, warranties, understandings and agreements, whether oral or written, between me/us and Westpac NZ in respect of the Loan.

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I/we have been provided with a completed copy of the Agreement (including a copy of this Loan Summary, the Personal Loan Terms and Conditions version no PLNTC002, the Westpac NZ General Terms and Conditions brochure, and Transaction and Service Fees brochure) and the Security and other documentation relating to the Loan. Please note that if you have another Personal Loan with Westpac NZ and have previously acknowledged having received a copy of the Personal Loan Terms and Conditions version no PLNTC002, another copy will only be provided to you on request. Example Customer name Signature Dated:

I/We acknowledge that for the purposes of initial disclosure under the Credit Contracts and Consumer Finance Act 2003

Westpac New Zealand Limited

App No: XXXXXXXXXX

Ref No: XXXXXXXXXXXXXXX