

ADVANCED PERSONAL LOAN

Standard Terms and Conditions

30 November 2018

Important Information

The information set out below forms part of your disclosure statement under the Credit Contracts and Consumer Finance Act 2003. It summarises important information relating to your Loan. Please also read the information on the reverse of the letter we provided to you with these Terms and Conditions offering a Loan to you ('Disclosure Letter').

Approved Loan Amount

Your Approved Loan Amount is set out on the front of your Disclosure Letter. It is the amount that you may draw down if you decide to accept our offer of a Loan. It does not include interest, fees, and other amounts that will be debited from your Loan Account in accordance with these terms and conditions. The amount you owe us will include your Approved Loan Amount and all interest, fees, charges, and other amounts debited from your Loan Account in accordance with these terms and conditions.

Initial Unpaid Balance

The unpaid balance as at the date of your Disclosure Letter is nil.

Frequency of Continuing Disclosure

You will receive statements for your Loan Account each month, unless we rely on your consent to receive information about your Loan Account through BNZ internet banking.

Method of Charging Interest

Interest is charged at the interest rate we set for advanced personal loans from time to time. It is calculated by multiplying the outstanding principal amount of your Loan by the daily interest rate.

The daily interest rate is the annual interest rate divided by 365 (or 366 in a leap year).

Interest is calculated and debited from your Loan Account on the closing date of each monthly statement. Interest will not be charged until the first day of your Term.

The annual interest rate may change between the date of your Disclosure Letter and the date of your first statement. The annual interest rate shown on your statement will be the rate that applied during the relevant statement period. Interest rate changes will be displayed in our branches, advertised in major daily newspapers and posted on our website bnz.co.nz/personaloan-ratesandfees

First Required Payment Date

Your first Required Payment Date will be set out in the first statement we send to you after you draw down the Loan.

Payment Frequency

Repayments are required monthly. The Required Payment Date for each month will be set out in the monthly statements we send to you.

Loan Term and interest free period

Your loan Term starts within 5 working days of the day you draw down your Approved Loan Amount. We will decide the first day of the Term. You will only be charged interest on your Loan from the first day of your Term (this may not be the day that you draw down your Approved Loan Amount). This means you may have up to 5 working days interest free.

Security

As at the date of your Disclosure Letter we may already hold security from you in relation to your obligations to us. If we do, we will not rely on that security in relation to your obligations under your Loan Account.

If you give us new security in the future, that new security may secure your obligations to us under your Loan Account.

Your right to cancel

You can cancel this contract for any reason. You have 8 working days after the date on which you receive copies of your Disclosure Letter and the terms and conditions for advanced personal loans to cancel this contract.

Saturdays, Sundays, national public holidays and the days in the period between 25 December and 2 January (inclusive) are not counted as working days for this purpose.

To cancel this contract you must:

- › write to us at Bank of New Zealand, PO Box 995, Shortland Street, Auckland 1140 to tell us you want to cancel this contract. You can also call us on 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas); and
- › repay the Loan (if drawn down) in full.

If you cancel this contract we can still charge you interest for the period from the first day of the Term until the day you repay the principal amount of the Loan in full.

We can also charge you the amount of any reasonable expenses we had to pay in connection with this contract and its cancellation (for example, fees we incurred in establishing your Loan Account). This may mean that you do not receive a full refund of your loan facility fee.

What to do if you suffer unforeseen hardship

If something unexpected happens and you think you may be unable to meet your obligations under this contract we may be able to amend the terms of your contract to help you.

You may be able to make an application for a change to your contract if you suffer hardship. For example, if you are sick or injured, lose your job or your relationship has ended.

You need to apply to us in writing and explain why you think you cannot meet your obligations under this contract. You must also explain what changes to this contract will help you meet your obligations. For example, extending the Term of your Loan and reducing the amount of each Required Payment and/or giving you longer to pay the Required Payments for a period of time.

One way to make your application is by sending it to us at Bank of New Zealand, BNZ Care, Private Bag 92089, Auckland 1142. You can also visit any BNZ Branch.

If you are experiencing hardship, you should contact us as soon as possible. If you leave it for too long you may not be able to apply for a change to this contract.

Dispute Resolution

We are registered as a financial service provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. We are registered under the name Bank of New Zealand and our registration number is FSP25101.

If we have made a mistake, or you are unhappy with our service, we will try to put it right quickly and fairly.

You can:

- (a) talk to us at any of our branches or partners centres (please ask to speak to a manager if you would like to make a complaint);
- (b) call us on 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas), every day from 6.30 am to 11.00 pm (NZ time); or
- (c) complete the email form on our website at bnz.co.nz/about-us/contact-us/feedback-and-complaints/email-us-feedback, or contact us by secure messaging via BNZ internet banking.

If you are unhappy with how your complaint is being handled, please write to us at BNZ Resolve, PO Box 995, Shortland Street, Auckland 1140. We offer a free complaints review procedure for handling complaints about any of our products or services. You can find further information about our complaints procedure on our website at bnz.co.nz/about-us/contact-us/feedback-and-complaints

We are also a member of the Banking Ombudsman Scheme which is an approved dispute resolution scheme. If you are unhappy with our investigation into your complaint and you want to refer a matter to the Banking Ombudsman, you can call +64 4 915 0400 (or freephone 0800 805 950), email help@bankomb.org.nz or write to PO Box 25-327, Featherston Street, Wellington 6146.

Electronic Disclosure

We consent to you giving us notices or making requests by way of electronic communication in the following circumstances only:

- › for the purposes of letting us know that we have made a mistake or you are unhappy with our service (see under ‘**Dispute Resolution**’ above);
- › when you want to find out about our current advanced personal loan fees, charges, interest rates or the maximum loan length under advanced personal loans under **clause 1.2**;
- › when you want to request that we change the term (ie, the length) of your Loan under **clause 3.3**;
- › where you are giving us instructions in relation to your Loan Account under **clause 7.3**;
- › to tell us that there has been a dispute between joint Account Owners under **clause 8.2(d)**;

- › when you want to request an additional copy of your monthly statement or your Disclosure Letter under **clause 9.4**;
- › to tell us that there has been, or you think there might be, unauthorised access to your Loan Account under **clause 11.1(f)**;
- › where you are applying to close your Loan Account under **clause 13.1**;
- › where you are telling us about errors or discrepancies on your Loan Account under **clause 14.1**; and
- › to tell us about any change to your contact details (including address, telephone details and email address) under **clause 16.4**.

Name and Address of Creditor

Bank of New Zealand
PO Box 995
Shortland Street
Auckland 1140
New Zealand
Telephone 0800 275 269 (from New Zealand) or
+64 4 931 8209 (from overseas)

The information set out above is correct as at the date of your Disclosure Letter.

1. Introduction, Applicable Law and Definitions

1.1 Application of Terms and Conditions

These terms and conditions are a contract between you and BNZ and apply to your Loan and Loan Account.

These terms and conditions and the BNZ Internet Banking terms and conditions are separate contracts unless we tell you they are not. If there is any conflict between these terms and conditions and the BNZ Internet Banking terms and conditions, the BNZ Internet Banking terms and conditions will prevail.

1.2 Changes to these Terms and Conditions

We can change, add to, delete or replace these terms and conditions at any time.

If we do so, we will tell you about those changes at least 14 days before the change becomes effective. We will tell you about any changes to these terms and conditions in one or more of the following ways, by:

- a. writing to you at the last address you have provided us;
- b. display in our branches and partners centres;
- c. notice in the media; or
- d. display on our website bnz.co.nz

You can find our current advanced personal loan fees, charges and interest rates, and the maximum loan length under advanced personal loans, on our website at bnz.co.nz/personaloan-ratesandfees or by contacting us in any of the ways set out in **clause 18**.

1.3 Accepting the Terms and Conditions

By telling us you want to draw down your Approved Loan Amount, each Account Owner agrees to these terms and conditions as changed by us from time to time.

1.4 Reasonable care and skill

We will provide our services in relation to your Loan Account with reasonable care and skill.

1.5 Terms and Conditions

You should read these terms and conditions carefully as they place obligations on you, including obligations to make payments to us.

1.6 New Zealand law

These terms and conditions are governed by New Zealand law. Any disputes about these terms and conditions will be determined by the New Zealand courts. If any term is not enforceable for any reason, the remainder of the terms and conditions will still be enforceable.

1.7 Overriding laws

Some compulsory laws apply to your Loan Account, including some which restrict how we can exercise our rights under these terms and conditions. We must comply with those laws. They prevail over these terms and conditions.

1.8 Guarantees relating to services

If you borrow the Loan for the purposes of a business, nothing in the Consumer Guarantees Act 1993 will apply to your Loan.

1.9 Headings

Headings in these terms and conditions do not affect interpretation.

1.10 Interpretation

The words **'we'**, **'our'** and **'us'** mean BNZ and the words **'you'** and **'your'** mean, as the context requires, any Account Owner.

Other defined terms are:

'Account Owner' means the individual(s) who has a Loan but does not include any other person you authorise to operate your Loan Account on your behalf as set out in **clause 8.1**.

'Approved Loan Amount' means the total amount that you may draw down from your Loan Account and is shown in your Disclosure Letter.

'BNZ' means Bank of New Zealand.

'Code of Banking Practice' means the Code of Banking Practice issued by the New Zealand Bankers' Association dated 2012, and any future update of the Code.

'Default Event' means any of the events listed in **clause 10.2** (and, for joint accounts, **clause 8.2**).

'Disclosure Letter' means the letter we provided to you with the details of our offer to provide the Loan to you.

'draw down' means when you authorise us to transfer

your Approved Loan Amount to a New Zealand bank account or a BNZ credit card nominated by you. It does not include us debiting interest, fees or other amounts you are required to pay under these terms and conditions to your Loan Account.

'Loan' means the loan provided to you under these terms and conditions or, as the context requires, the outstanding principal balance of your Loan.

'Loan Account' means your BNZ Advanced Personal Loan account established by BNZ. The Loan Account will be operated in accordance with these terms and conditions. We will open the Loan Account after we have approved your Loan. Once you have accepted the Loan by instructing us to draw down, we will transfer your Approved Loan Amount to the New Zealand bank account or BNZ credit card nominated by you.

'Personal Information' means your personal information (information that identifies you), confidential information, tax related information, transaction information and any related information about you, and that of your Related Persons.

'Related Company' has the meaning set out in section 2(3) of the Companies Act 1993, as if 'company' included a company or other body incorporated or established in New Zealand or any other jurisdiction.

'Related Person' has the meaning set out in **clause 15.3**.

'Required Payment' means the minimum amount that you must pay by the corresponding Required Payment Date as shown on a statement. This amount is calculated as set out in **clause 3**. An estimate of your first Required Payment is set out in your Disclosure Letter. The estimate assumes you draw down your Loan on the date of your Disclosure Letter and there is no change to the interest rate set out in your Disclosure Letter. Your actual first Required Payment will be set out in the first monthly statement sent to you.

'Required Payment Date' means a date by which you must pay a Required Payment as shown on a monthly statement. Your first Required Payment Date may fall less than one month from the day you draw down. Each following Required Payment Date will be one month after the last Required Payment Date.

'Term' means the time period over which you must repay your Loan, as shown in your Disclosure Letter. Your Loan Term starts within 5 working days of draw down. This period will be determined and can be changed as set out in **clause 3**.

2. Drawing down your Loan

2.1 Last date to draw down

You have 21 days from the date of your Disclosure Letter to draw down your Loan.

2.2 One draw down only

You must draw down the full Approved Loan Amount in one lump sum.

2.3 No reborrowing

You cannot reborrow any amount you repay on your Loan.

3. Repayment

3.1 Required Payments

- a. We will tell you the Term and an estimate of the amount of your first Required Payment in your Disclosure Letter.
- b. Each monthly statement will set out the amount of your next Required Payment and its Required Payment Date.
- c. You must make the Required Payment on each Required Payment Date by one of the methods for making payments set out in **clause 6.1**. If at the end of the Term the Required Payments have not been enough to repay the outstanding Loan amount (and to pay all other amounts you are required to pay under these terms and conditions) in full, you must pay an additional amount on the last day of the Term to reduce the Loan Account balance to zero.
- d. Your Required Payment for each Required Payment Date will be calculated by adding the interest payable, loan facility fee and any other amount you must pay under these terms and conditions to the principal amount we determine is required to be paid to enable the Loan to be repaid in full by the last day of the Term.
- e. Your Required Payments will be affected if:
 - › we change the interest rate under **clause 5.3**;
 - › you are ahead or behind with your payments. This does not affect your obligation to immediately pay us any amount that was not paid by its Required Payment Date;
 - › we change the Term of your Loan under **clause 3.3**; or
 - › we change the maximum loan length limit for advanced personal loans (see **clause 3.3(b)**).

3.2 Voluntary additional repayments

- a. You may pay more than the Required Payment (by lump sum at any time or by paying more than the Required Payment on a Required Payment Date) at any time, as long as the additional payment is made in a way that complies with these terms and conditions.
- b. You may make additional payments on your Loan at any time. If you want to make additional payments on your Loan, we will not charge any early repayment fees or charges for these additional payments.

3.3 Changes to the Term of your Loan

- a. You may request that we change the Term of your Loan by contacting us in any of the ways set out in **clause 18**. If we agree (at our discretion) to make a change, we will tell you about the change not later than the date we provide your next monthly statement to you.
- b. We may at any time change the Term of your Loan so that it is not longer than the maximum loan length for advanced personal loans. If we do so your Required Payments will be adjusted to the extent necessary so that they continue to reflect the amount we need you to pay to make sure that your Loan is paid off within the revised term.

3.4 Crediting your payments

We will credit any payments to your Loan Account as at the date we receive the payment. This is not necessarily the same day as you make the payment. We may adjust debits and credits later to accurately reflect your and our legal obligations (for example, because of an error, or because a cheque or other payment is dishonoured). If we do this, we may need to make other changes (including to interest charges).

4. Approved Loan Amount

4.1 Your Approved Loan Amount

Your Approved Loan Amount is shown in your Disclosure Letter.

5. Interest Charges

5.1 How interest is charged

Interest will accrue daily at the interest rate:

- a. on your Loan from the first day of your Term; and
- b. if we make a demand on you under **clause 10.1** or your Loan Account is closed and you do not pay all amounts necessary to reduce your Loan Account balance to zero, on the total balance of your Loan Account (including all fees, charges, interest and other amounts you are required to pay us under these terms and conditions) from the date of demand or the date the Loan Account is closed (as applicable).

The interest rate on your Loan is variable. That is, it will change from time to time (see **clause 5.3**).

5.2 No interest on certain amounts

We will not charge interest on interest or on any fees payable under **clause 9** unless we make a demand on you under **clause 10.1** or if your Loan Account is closed and you do not pay all amounts necessary to reduce your Loan Account balance to zero. In that case we may charge interest on the total balance of your Loan Account as set out in **clause 5.1**.

5.3 Interest rate

The current annual interest rate we charge for advanced personal loans will be shown on each monthly statement. We set these interest rates and we may change them at any time without prior notice. Notice of these changes will be displayed in our branches, advertised in major daily newspapers and posted on our website. The new interest rates and other changes will then be disclosed on the next monthly statement to which the new interest rate applies. You can find the current 'Advanced Personal Loan interest rate' at any time by contacting any of our branches or visiting bnz.co.nz/personaloan-ratesandfees

6. Payments

6.1 Methods of making payments

You may make payments by:

- a. arranging a monthly direct debit from your bank account;
- b. transferring funds from your bank accounts direct to your Loan Account;
- c. mailing your payment to us, along with the 'Payment Advice' section of your statement. Please post your payment at least 5 days before the relevant Required Payment Date to make sure it is received in time;
- d. paying us in person at any BNZ branch;
- e. if you are registered with internet or telephone banking at another bank, making a bill payment to your Loan Account; or
- f. arranging a telegraphic transfer or overseas bank draft (at your cost).

If your bank account is with BNZ, bank transaction fees might apply to some of these payment options. Our fees are set out in our Personal Account, Service and Facility Fee brochure which is available in any of our branches or on our website at bnz.co.nz. If your bank account is with another bank, you should check that bank's terms and conditions.

6.2 When payment is received

For the purposes of calculating interest, payments will be applied to reduce your Loan Account balance as at the date we receive them.

6.3 Application of payments

We are not required to act on, or check compliance with, any instruction to apply a payment for a specific purpose or subject to any condition. We are not responsible if we apply a payment in a way that differs from any instruction you give to us. We will decide the way payments are applied to your Loan Account. Generally we will apply payments in the following order:

- a. fees;
- b. interest;
- c. any overdue amount;
- d. the current Required Payment amount;
- e. any other amounts payable under these terms and Conditions; and
- f. then, to reduce the outstanding principal balance of the Loan.

6.4 You must make all payments in full

- a. Whenever you owe us money you must pay the full amount due to us. For example, you must pay us the full amount of each Required Payment.
- b. If a law requires you to make a deduction or withholding, you must increase the amount you pay to us so that the net amount we receive, after any deduction or withholding, is equal to the full amount we would have received if no deduction or withholding had been made.

7. Your Loan Account

7.1 Availability of Loan Accounts

Advanced personal loans are only available to 'natural persons' (that is, individuals).

7.2 Checking your identity

We may from time to time require proof of your identity or the identity of any person you authorise to operate your Loan Account (see **clause 8.1**). We will tell you what form of proof is acceptable to us.

7.3 Instructing us

Subject to any conditions we set from time to time, we may allow you to give instructions in respect of your Loan Account by telephone, email, secure email through our Internet Banking website, text or by any other written, electronically communicated or verbal method acceptable to us. Except where the law does not allow us to, we may give effect to instructions on your Loan Account that are authorised before your death. You must reimburse us if we incur a loss as a result of acting on your instructions (see **clause 12.3**).

7.4 Authority

You authorise us to act on your instructions relating to your Loan Account. We may refuse to act on your instructions where we believe we have good reason to do so. We will not be liable to you if we do not act on your instructions.

7.5 Set-off and combination

- a. You may not argue that amounts we might owe to you (for example, money in any account you have with us) can be or have been used to make a payment to us or that any set-off has occurred. You waive any rights of set-off that you might have. For example, a right of set-off may arise if you hold money in a bank account with us at the same time as owing us money. In the example, because you have waived your rights of set-off, you are not entitled to claim that any amount you hold in a bank account with us reduces the amount you owe us under these terms and conditions or under any other agreement you have with us.
- b. If you owe us money, we can exercise rights of set-off and take money from any account you have with us and use that to pay the money you owe us.

7.6 Ownership of Loan Account

You confirm that you are the sole legal and beneficial owner of the Loan Account.

7.7 Rights to your Loan

We can assign and/or transfer all or any of our rights or obligations in relation to your Loan without your consent and without telling you first. We will not tell you about any assignment or transfer we have made unless we are required to by law. You may not assign, transfer, give security over or declare a trust of any of your rights or obligations in relation to your Loan.

7.8 Statements

A record of all amounts debited from (charged against) and credited to (paid into) your Loan Account will appear on each monthly statement we give you for your Loan.

Your monthly statements should be kept in a safe place so that you can refer to them if needed. We may charge you for replacement statements if you ask us to provide them to you (see **clause 9.4**).

8. Authorised Persons and Joint Loan Accounts

8.1 Authorised Persons

If you want to authorise another person to give us instructions in relation to your Loan Account they will need to visit a BNZ branch to give us an example of his or her signature and complete any authorisation form(s) we require. If this is not possible, we might accept a copy of a Power of Attorney that shows that person is your attorney.

8.2 Joint Loan Accounts

- a. **Joint Loan Accounts:** We may, at our discretion, allow you to establish and operate a joint Loan Account. If we do, this **clause 8.2** will apply.
- b. **Joint Loan Account operation:** Any one Account Owner of a joint Loan Account can operate and instruct us to act in relation to the joint Loan Account. This means that, for example, any one Account Owner can authorise us to draw down the Approved Loan Amount or agree important changes to your Loan such as the Term of your Loan or the Required Payments with us. If any one of you gives us instructions about the Loan, you must have obtained the agreement of each other Account Owner. By instructing us, you represent to us that you have obtained that agreement. We may act on those instructions. We do not need to confirm whether you obtained the agreement of each other Account Owner before we do so. We will not be liable for any loss any person incurs because you did not obtain their agreement, or because we did not confirm you had their agreement before we acted on your instructions.
- c. **Joint Loan Account information:** We can give information about the Loan and the Joint Loan Account to any one Account Owner and can act on information about any one Account Owner that any other Account Owner gives us (for example, where you die or become bankrupt).
- d. **Liability:** Each Account Owner of a joint Loan Account is liable to us alone and together, in respect of any amount owing to us on that Loan Account. This means that we may ask any one of you to pay part or all of the money that is owed under a joint Loan Account. We do not need to ask any other Account Owner to pay or contribute to any amount owing to us.
- e. **Dispute:** If a dispute occurs between the Account Owners of a joint Loan Account, you must contact us immediately in any of the ways set out in **clause 18**. If there is a dispute, each of you should get independent legal advice. Where joint Account Owners are married, in a civil union or living in a de facto relationship, a separation of those owners is a 'dispute' which we must be told about.
- f. **Responsibility for disputes:** We are not responsible for any dispute between you and any other Account Owner.
- g. **Payments:** Any payment we receive from one Account Owner may be paid into the Loan Account, unless the Account Owner who makes the payment instructs us not to.
- h. **Death of Joint Account Owner:** If any owner of a joint Loan Account dies, the remaining owner(s) automatically become the owners of any credit balance in the Loan Account and have full authority to operate the account. We will not be liable for paying any credit balance to the surviving owners. Any liability a surviving owner may have to us does not end with the death of any other joint Account Owner.
- i. **Default under Joint Loan Account:** For joint Loan Accounts, the following are Default Events (in addition to those set out in **clause 10.2**):
 - › there is a dispute between any joint Account Owners which is not resolved in a way acceptable to us;
 - › one joint Account Owner attempts to withdraw, or notifies us of his or her intention to withdraw from the joint Loan Account; or
 - › an event in **clause 10.2(e)** occurs in relation to any joint Account Owner.

- j. **Where a Default Event occurs:**
 - › We have the rights set out in **clause 10**.
 - › Each joint Account Owner continues to be jointly and individually liable for any outstanding debt.
 - › We will not be liable to any joint Account Owner for any consequences of our decision to require you to repay the Loan and all other amounts payable by you under these terms and conditions in full and close the Loan Account.
 - › We will not be liable to any joint Account Owner if we do not require repayment of the Loan and close a joint Loan Account when we could have done so.
- k. **Closure of Joint Accounts by you:** Any one of you can instruct us to close your joint Loan Account. In this case we will not be liable to the other joint Account Owner(s) for any consequences arising from the closure. We will notify each joint Account Owner of the closure as soon as possible. If any owner of a joint Loan Account requests removal of his or her name from that Loan Account we will treat that as a request to close that Loan Account. However, the joint and individual liability for all outstanding debt will remain until we receive repayment of the whole of that debt.
- l. **Notice to joint Account Owners:** We will give any notices in relation to a joint Loan Account to the address set out in our records. Any notice given to one owner of a joint Loan Account is deemed to be sufficient notice to all joint owners of that Loan Account.

9. Fees

9.1 Current fees

Current fees and charges are available at bnz.co.nz/personaloan-ratesandfees. We may change these fees and charges from time to time. We will tell you about these changes at least 14 days before the change takes effect by either writing directly to you, or displaying in our branches, advertising in major daily newspapers and posting on our website.

9.2 Loan facility fee

A fee may be debited from your Loan Account on the date you draw down your Loan. See your Disclosure Letter for the amount of this fee.

9.3 Late payment fee

If a Required Payment is not received by its Required Payment Date, we may debit a late payment fee from your Loan Account. The current amount of this fee is available at bnz.co.nz/personaloan-ratesandfees

9.4 Statement copy fee

A fee may be debited from your Loan Account if you request an additional copy of your monthly statement or your Disclosure Letter (additional copies can be requested by contacting us in any of the ways set out in **clause 18**). The current amount of this fee is available at bnz.co.nz/personaloan-ratesandfees

9.5 Agreement to pay other fees and charges

You agree to pay any fees and charges imposed by government regulation (which may include taxes) in relation to our provision of the Loan to you. You agree that these fees and charges may be debited from your Loan Account without notice to you.

9.6 No interest on fees

Once debited from your Loan Account, the amount of the relevant fee or charge will form part of the outstanding balance of your Loan Account. However, we will not charge interest on any fees we charge to you under **clause 9.2 to 9.5** unless we make a demand on you under **clause 10.1** or if your Loan Account is closed and you do not pay all amounts necessary to reduce your Loan Account balance to zero (see **clause 5.2**).

10. Default Events

10.1 What happens if you default

If a Default Event occurs we can:

- a. demand the immediate:
 - › repayment of your Loan;
 - › payment of enforcement and other costs under **clause 10.3**; and
 - › payment of all other amounts payable (including all accrued but unpaid interest and fees by you under these terms and conditions; and
- b. close your Loan Account.

None of our rights under **clause 13**, or any other right we may have, will be limited by our actions (or any failure by us to act) following any Default Event.

10.2 What are the Default Events?

Each of the following is a Default Event if it occurs in relation to an Account Owner:

- a. you fail to pay any amount due to us when it is due under these terms and conditions or any other agreement (like your BNZ home loan, overdraft or credit card);
- b. if we believe in our reasonable view that you have failed to comply with a material obligation you owe us (under these terms and conditions or any other agreement (like your BNZ home loan, overdraft or credit card));
- c. there is a change in your circumstances or any event occurs which, in our opinion, is serious enough to affect your ability to pay any amount that is payable (or may be payable) under these terms and conditions;

- d. you die or any other event occurs to limit your legal capacity;
- e. you are declared bankrupt, an application is made to court to declare you bankrupt; or you make any agreement with your creditors;
- f. any person is entitled to take, or claims an interest in, any of your property or any claim is made against your property;
- g. information you or any other person has given us in relation to your Loan is, in relation to any material matter, incorrect, inadequate or misleading. For example, if information you gave us about your income and expenses is incorrect;
- h. you assign or dispose (or take any step or try to assign or dispose) of your interest in the Loan Account;
- i. an event set out in **clause 8.2(h)** occurs; or
- j. subject to **clause 15.10**, you do not give us any information we ask for from you or you do not consent (or withdraw your consent) to us collecting, holding, using or sharing your Personal Information as set out in **clause 15**.

10.3 Enforcement costs

If a Default Event under **clause 10.2** occurs, you must pay to us on demand any legal fees we pay our lawyers or other costs which we incur, in each case, in recovering or attempting to recover amounts owing on your Loan Account. We may debit these amounts from your Loan Account. You will be required to pay interest on these amounts (see **clause 5.2**).

11. Your Responsibility and Liability

11.1 What you agree to do

You agree:

- a. to draw down the full Approved Loan Amount in one lump sum;
- b. to pay at least the Required Payment by each corresponding Required Payment Date;
- c. to advise us of any change to your contact details (see **clause 16.4**);
- d. if your Loan Account is closed or we make a demand on you under **clause 10.1**, to immediately repay the Loan and pay all other amounts necessary to reduce the balance of your Loan Account to zero;
- e. to advise your bank and any other party to cancel any authorities (e.g. automatic payments, direct debits) authorising payments to your Loan Account once your Loan is fully repaid and your Loan Account has been closed; and
- f. to notify us immediately by contacting us in any of the ways set out in **clause 18** if there has been, or you think there might be, unauthorised access to your Loan Account.

11.2 Your liability to third parties

You will be liable for all losses, including any consequential losses incurred by third parties, if you act fraudulently, either by yourself or together with any other person. You may be liable for some or all losses arising from any unauthorised access to your Loan Account, whether occurring before or after you notify us as required by **clause 11.1(f)**, if you have caused or contributed to that loss (for example, by failing to comply with these terms and conditions).

11.3 What you are not responsible for

You are not responsible for any negligent or fraudulent conduct by any of our staff or agents.

12. Our Position

12.1 Liability

We:

- a. will not be liable for any claim that arises from acting reasonably on your instructions;
- b. will not be liable for any loss incurred by you or any third party due to matters outside our control;
- c. accept no liability for the loss or destruction of, or any delay in processing, instructions or other documents;
- d. will not be liable for either refusing to act on inconsistent instructions given in respect of your Loan Account or for acting on any one of those inconsistent instructions; and
- e. will not be liable for any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person.

This does not affect any liability we may have to you under any laws that apply regardless of these terms and conditions.

12.2 Telephone and e-mail instructions

Despite anything else stated in these terms and conditions, we:

- a. may refuse to act or delay acting on any instructions given where we believe that we have good reason to do so; and
- b. may, where your Loan Account can be accessed by telephone or by any electronic means, assume that any telephone or electronic instructions received using your secure password are authorised by you.

This does not affect any obligations we have to you under any laws that apply regardless of these terms and conditions.

12.3 Your indemnity to us

Except where we have been negligent or fraudulent, where:

- a. we act on instructions from you given by telephone, email, secure email through our Internet Banking website, text or by any other written, electronically communicated or verbal method we may accept from time to time regarding your Loan Account; and

- b. that instruction appears to our reasonable satisfaction to be made under one of the account authorities we hold,
- you promise to reimburse us and make good all losses, claims and expenses that we may incur by acting on the instruction. This is called 'indemnifying' us. We may debit the amount of these losses, claims and expenses from your Loan Account. You will be required to pay interest on these amounts.

12.4 Code of Banking Practice

In respect of the products and services that are addressed by these terms and conditions, we follow the good banking practices set out in the Code of Banking Practice, as it applies to those products and services. You can ask for a copy of the Code of Banking Practice at any of our branches or partners centres, or get a copy from our website at bnz.co.nz/codeofbankingpractice

13. Closing your Loan Account

13.1 You can apply to close your Loan Account

If you are an Account Owner you can apply to close your Loan Account by:

- visiting us in branch;
- calling us on 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas);
- sending us a secure email through our Internet Banking website, bnz.co.nz; or
- writing to us at: BNZ, PO Box 995, Shortland Street, Auckland 1140.

You will need to repay your Loan in full and pay all other amounts (including fees, charges and interest) you owe to us under these terms and conditions before we will agree to close your Loan Account.

You may have other rights to cancel your contract with us under the Credit Contract and Consumer Finance Act 2003. See under '**Your right to cancel**' in the '**Important Information**' section at the front of these terms and conditions for details.

13.2 Closure after full repayment

Without limiting any other rights we have under these terms and conditions, we may, in our sole discretion, close your Loan Account once you have repaid your Loan in full and paid us all other amounts payable by you under these terms and conditions even though you have not asked us to.

13.3 Other Closure rights

We may, by notice to you, close your Loan Account where:

- an owner of a joint Loan Account dies (see **clause 8.2(g)**); or
- any owner of a joint Loan Account instructs us to (see **clause 8.2(j)**).

13.4 Amounts payable on closure

If your Loan Account is closed we can demand the immediate repayment of your Loan and payment of all other amounts payable by you under these terms and conditions. You will also still be liable for:

- any legal fees we pay our lawyers or other costs which we may incur, in each case, in recovering or attempting to recover amounts owing on your Loan Account; and
- interest on your Loan, and all fees and charges on your Loan Account until the balance of your Loan Account is reduced to zero.

13.5 Indemnities continue

- If your Loan Account is a joint account, you and other Account Owners will continue to be jointly and individually liable for all amounts payable under **clause 13.4**.
- Any indemnity given to us in these terms and conditions (see **clause 12.3**) continues after closure of your Loan Account.

14. Errors or discrepancies

14.1 Contact us about errors or discrepancies

If you think an error has been made on your monthly statement or there is a discrepancy on your monthly statement, you must contact us in any way set out in **clause 18** within 30 days of your statement closing date.

14.2 What if you are not satisfied?

If you are not happy with any action we take after you tell us you think there has been an error or discrepancy, you can make a complaint. See under '**Dispute Resolution**' in the '**Important Information**' section at the front of these terms and conditions for details.

15. Information about you

15.1 Interpretation

In this **clause 15**:

- '**we**', '**us**' or '**our**' is a reference to Bank of New Zealand and our Related Companies (including each of our successors or assignees).
- '**Related Persons**' has the meaning given to it in **clause 15.3**.

15.2 Using your Personal Information

We take your privacy seriously and comply with all relevant privacy laws. This clause explains how we use your Personal Information (and that of your Related Persons). By accepting our offer to provide you with an advanced personal loan you are permitting us to collect, hold, use and share your Personal Information as set out in this **clause 15**.

15.3 Using Related Persons' Personal Information

When you, or someone else on your behalf, gives us Personal Information that relates to other people or organisations ('**Related Persons**'), and that Personal Information is relevant to your relationship with us, you confirm that the Related Person consents to us collecting, holding, using and sharing that Personal Information for the purposes set out in **clauses 15.6, 15.7 and 15.15**, and any additional purposes for which you, or they, gave us the Personal Information. If we intend to collect, hold, use or share their Personal Information for other purposes we will obtain their consent first.

15.4 How we can contact you

We can contact you and any Related Persons via email, text message, an online facility (without an online unsubscribe facility), telephone or post for the purposes described in this **clause 15** (and more specifically **clauses 15.6, 15.7 and 15.15** for Related Persons).

15.5 Accuracy of information and asking for or correcting Personal Information

We try to make sure that any Personal Information we hold is accurate. To help us do this, please let us know as soon as you can about any changes in your personal details (including your residential or email address, or telephone number). The Privacy Act 1993 gives individuals a right to access and correct information, so you or your Related Persons can ask us to correct information (if you are individuals). Please:

- a. visit us in branch;
- b. call us on 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas);
- c. write to us at BNZ, PO Box 995, Shortland Street, Auckland 1140; or
- d. send us a secure email through our Internet Banking website at bnz.co.nz, if you or they would like to access or correct information.

Our purposes for collecting, using and sharing your Personal Information

15.6 Managing and administering our relationship with you

Your, and your Related Persons', Personal Information can be used to maintain our relationship with you, including identifying you or your Related Persons, approving your applications for any BNZ product/service and managing and administering any BNZ product/service (including your Loan) we provide to you. For example, we can use that Personal Information to:

- a. meet our internal operational requirements, such as credit and risk management, our funding requirements, system or product development and planning, audit and administrative purposes (for example, providing credit cards and statements or conducting credit checks on guarantors);
- b. collect any money owed by you (for example, providing credit agencies with information about a default by you or a guarantor);
- c. enforce or defend our rights; or
- d. as part of our investment services, provide you with custodial services or register investments in your own name with either a registry or fund manager if you choose to transfer your investments out of custody.

15.7 Complying with laws and regulations

You agree to give us information we ask for to help us comply with laws, rules or regulations in New Zealand or overseas. We can use your Personal Information to:

- a. help us comply with laws, rules or regulations in New Zealand or overseas, or any New Zealand or overseas governmental or regulatory requests; or
- b. monitor your accounts and any BNZ product/service (including your Loan) you use for the purpose of preventing misuse or unauthorised use of any BNZ product/service, detecting any fraud or crime, or preventing or detecting money laundering or the financing of terrorism in New Zealand or overseas.

15.8 Market research

We can:

- a. collect, hold, use and share your Personal Information, where it is combined with other information and in a form that does not identify you, to conduct market research;
- b. use and share your contact information to obtain your views of any BNZ product/service and to help us to identify how we might better address our customers' needs, both while you are a customer and for a reasonable time afterwards; and
- c. use third party information and link it to your Personal Information to identify how we might better address our customers' needs.

15.9 Marketing and promotion

We can use your Personal Information to contact you about, and offer you, any BNZ product/service that might be of interest to you, both while you are a customer and for a reasonable time afterwards. We can also use and share your Personal Information to enable information to be provided to you, which we reasonably believe might be of interest to you, about:

- a. events, fundraising or organisations that we support; or
- b. third party offers, products and services from persons or organisations that we have partnered with (we only partner with organisations that meet our high standards).

15.10 Right to ask for Personal Information not to be used for marketing or promotion

You have a right to ask us not to use your Personal Information to conduct market research (**clause 15.8**) or contact you with marketing or promotional messages (whether related to any BNZ product/service or otherwise) (**clause 15.9**). Please:

- a. visit us in branch;
- b. call us on 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas);
- c. write to us at BNZ, PO Box 995, Shortland Street, Auckland 1140; or
- d. send us a secure email through our Internet Banking Website at bnz.co.nz

We will still need to contact you with messages relating to the management and maintenance of your relationship with us and any mandatory messages (for example, those required to be sent to you by law).

15.11 Credit records

In respect of applications for and reviews of your Loan, you authorise us to make credit reference checks and other enquiries within our normal procedures. For this purpose, we can seek information about you from any source.

15.12 Credit reporting agencies

You also authorise us to share all information relevant to your Loan(s) with any credit reporting agency. Credit reporting agencies may use information disclosed by us to update their credit reporting database, and disclose any information that they hold about you to their own customers, as permitted under the Credit Reporting Privacy Code 2004. In addition, we may use any service provided by our credit reporting agencies to receive updates of the information they hold about you.

15.13 Default

If a default occurs, we can disclose your Personal Information to, and for the use by, credit reporting agencies, debt collection agencies and law firms.

15.14 Recording telephone calls

We can monitor, record and retain any telephone calls with you, including to:

- make sure we have carried out your instructions correctly;
- help improve our service;
- make sure we comply with our regulatory obligations; and
- help detect or prevent fraud or other crimes.

15.15 Who we can share your Personal Information with

We can share your, and your Related Persons', Personal Information with:

- any other Related Companies, their employees, agents and contractors;
- any agents or third parties that provide services to or for us (whether in New Zealand or otherwise), including banks, law firms, custodians, fund managers, debt collection agencies, credit reporting agencies or credit providers, credit rating agencies, credit card providers, loyalty schemes, market research firms and insurers, who have agreed with us to only collect, hold, use and share your Personal Information for the purposes for which it has been given to them;
- the police, any governmental body or agency or regulator in New Zealand or overseas (including any tax authorities);

- other banks (including overseas banks), agents, registrars, contractors or other entities assisting with transactions;
- any previous or current employer (to verify your identity, employment status or income (as applicable)); and
- any other person or organisation authorised by you.

We can also share your, and your Related Persons', Personal Information with any person to whom we are considering assigning or transferring any of our rights or obligations under your Loan Account.

You accept, and you confirm that your Related Persons accept, that overseas governments, banks, agents, contractors or other entities will need to comply with overseas laws and those laws might require them to share your, or your Related Persons', Personal Information for the purposes of complying with those laws.

15.16 What will happen if we cannot collect, hold, use or share information

Subject to **clause 15.10**, if you do not give us information we ask for or you do not consent (or withdraw your consent) to us collecting, holding, using or sharing your Personal Information, we might:

- be unable to provide new, or continue to provide all or part of, any BNZ product or service (including an advanced personal loan) to you, demand repayment of the amount outstanding (or any part of it), cancel or reduce your Approved Loan Amount, and can end our relationship with you; and
- take any actions we need to meet our legal or regulatory obligations.

15.17 Storing your Personal Information

Your Personal Information can be held physically or electronically, including in New Zealand or elsewhere, by us or by any third party contracted to branch it for us. As required by the Privacy Act 1993, we will use reasonable security safeguards to protect your Personal Information against loss, access, modification, disclosure and other misuse.

We can provide a copy of all facility documents, and any information about your financial position that we hold, to any guarantor.

16. General

16.1 Financial difficulty

Please contact us immediately if you are in financial difficulty and believe you may not be able to meet your obligations to us. Please call us on 0800 665 560.

In addition, the Credit Contracts and Consumer Finance Act 2003 gives you a right to ask us to consider making changes to your payment obligations to us if you suffer hardship (for example, you are sick or injured, lose your job or your relationship has ended). For more details about this process, see the information under **'What to do if you suffer unforeseen hardship'** in the **'Important Information'** section at the front of these terms and conditions.

16.2 More information

You may ask us for information about your Loan at any time. This includes copies of previous statements and details of the current fees and charges.

16.3 Changes to Loan Account

Changes to Loan Accounts may only be made by the Account Owner. Where there is more than one Account Owner, changes can be made by either Account Owner (see **clause 8.2(b)**).

16.4 Your contact details

You must notify us promptly of any change to your contact details (including address, telephone details and email address if applicable) by contacting us in any of the ways set out in **clause 18**. Until you do, we will assume that the contact details we hold for you are correct.

16.5 BNZ Internet Banking (which includes telephone banking)

Our BNZ Internet Banking terms and conditions apply when you use this service to access your Loan Account. Those terms and conditions do not form part of this contract.

16.6 Transfer to another product/service

If you are no longer eligible for a product or service provided by us, or that product/service is no longer available, we can choose to transfer you to any of our other products/services (that might also be subject to product specific terms and conditions). We will tell you of our intention to transfer you, and will give you information about the nature and cost of the new product/service. You will be given the opportunity to end your current product/service or to select a different product/service. If we do not hear from you within the timeframe set out in our notice to you we can assume that you agree to be transferred to the product/service we have selected for you.

17. Electronic disclosure

17.1 Consent to electronic disclosure

You consent to us:

- a. meeting our disclosure obligations to you under the Credit Contracts and Consumer Finance Act 2003; and
- b. sending you other notices and communications in relation to your Loan Account, in electronic form and by electronic communication (if applicable). You agree that this may include:
- c. us sending you an email, to the most recent email address you have provided to us, that allows a disclosure statement and/or other information, including the terms of the contract and any related product or service, to be accessed from a website or by means of the internet by commonly used internet browsers (including, but not limited to, Internet Explorer, Safari and Google Chrome). You acknowledge that this may include us sending you an email telling you that a disclosure statement and/or other information is available through BNZ internet banking instead of sending you that information by post;
- d. us sending you an email, to the most recent email address you have provided to us, with a copy of a disclosure statement and/or other information, including the terms of the contract and any related product or service, attached to the email in PDF form; and/or
- e. if you have BNZ internet banking, us making available, through BNZ internet banking, ongoing information about this contract (for example, payments you have made during a relevant period) instead of sending you paper statements. You acknowledge that this means you may not receive paper statements.

We will tell you before we stop sending you paper continuing disclosure statements.

17.2 Time of receipt

You agree that any electronic communication is treated as being received by you at the time that it leaves our information system. Please note that emails are transmitted over the internet which is an unsecure public domain. There is a risk that emails could become corrupted, may not be delivered or may be delivered to the incorrect email address or intercepted.

18. How to contact us

18.1 How to contact us

You can contact any of our branches or call any one of our customer solutions advisors on **0800 275 269** (from New Zealand) or **+64 4 931 8209** (from overseas).

Lines are open from 8.00 am to 8.00 pm weekdays and from 9.00 am to 5.00 pm on the weekend.

To write to us about your Loan, send your letter to:

BNZ
PO Box 995
Shortland Street
Auckland 1140
New Zealand.

You can also send us an email through:

- a. Internet Banking: please use the 'contact us' tab (secure); or
- b. bnz.co.nz: please use the 'contact us' tab (unsecure).

Further information, and copies of our current registered bank disclosure statement, may be obtained from any of our branches or agencies or on our website bnz.co.nz

Need more information: [bnz.co.nz](https://www.bnz.co.nz) • [0800 275 269](tel:0800275269) • visit your [local branch](#)