

## General terms | Loan rules and information

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This part of your loan agreement sets out the rules that apply to your loan.

Read them carefully. If anything is unclear, ask us to explain.

See section 10.0 for definitions

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### 1.0

#### Paying us back

#### You agree to:

- 1.1 Borrow the money (total advances) set out in *Loan breakdown* in your disclosure statement.
  - 1.2 Repay this money, plus interest on it and admin fees, by making all payments listed in *Payments* in your disclosure statement.
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### 2.0

#### You, us, and any guarantor: How our relationship will work

#### You and any guarantor agree:

- 2.1 You have received a copy of this loan agreement, which means the disclosure statement and the general terms all together.
  - 2.2 You must follow the rules of the loan agreement.
  - 2.3 If together we agree to change your loan, we may require you and any guarantor to:
    - sign a new loan agreement with updated details, which will replace this agreement
    - pay a fee to cover costs of updating your loan agreement.
  - 2.4 Loan updates and information required by the Credit Contracts and Consumer Finance Act 2003 (CCCFA) will be delivered by email and MTF Finance's secure customer website. We will use the email address(es) and website in your disclosure statement. Emails from us could include a PDF, or a link to our customer website. We will keep this website up to date, as required by CCCFA, so you can check your loan progress and other information about your account.
  - 2.5 Your signature(s) can be electronically collected and stored as proof:
    - you have signed this loan agreement
    - you agree to follow the rules set out in this loan agreement.Signing means both e-signatures and signatures on paper copies.
  - 2.6 All Information you have given us is true and correct. If something changes which means it is no longer correct, tell us straight away so we can update our records. Examples include a new name, email, mobile number or address.
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### 3.0

#### What a guarantor must do

- 3.1 The guarantor(s) is/are responsible for:
  - all payments under this loan agreement
  - additional interest and any default fees
  - any other costs under the loan agreement.

This is the guarantor(s) principal obligation. This means the guarantor must pay us back if you don't for any reason. The legal name for this is an indemnity.

If you don't meet any obligations you have under the loan agreement, the guarantor must put it right.

- 3.2 The guarantor(s) responsibilities last until the loan, and any other money owing to us, is fully repaid, including if we give you more time to pay or change the rules of the loan agreement.

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**3.3** If a legal disability means you are not required to follow a rule in this loan agreement, the guarantor(s) will pay:

- all payments due under the loan agreement
- any costs we face as a result.

Even if a technical reason means you no longer have to pay all or part of your loan or if this agreement is cancelled, the guarantor(s) agrees to pay us all money owed.

**3.4** If you go into bankruptcy or liquidation before we are paid in full, the guarantor(s) must not seek any payment in the bankruptcy or liquidation until we are paid in full.

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#### 4.0 Your rights

**4.1** If something goes wrong with your loan or the service we provide, please get in touch to discuss.

**4.2** If this loan is for personal use, your rights are set out in this loan agreement and in the Consumer Guarantees Act 1993 (CGA), Fair Trading Act 1986 (FTA), Credit Contracts and Consumer Finance Act 2003 (CCCFA), and any other consumer protection laws.

If this loan is for business use, your rights are set out in the loan agreement and the FTA. The CGA will not apply.

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#### 5.0 If the loan is repaid early

How we calculate our loss on early repayment

**If you are thinking of paying off your loan early, call us to check how much extra you may pay. It could be zero, or a large amount.**

**We will work it out on the spot with no obligation.**

**5.1** The loan can be paid off before your final payment is due. For details see *Repaying early* in your disclosure statement. If the loan is repaid early, we must pay back what we borrowed to fund your loan or use the money to fund other loans. If market interest rates have changed since your loan started, we could incur a loss.

**5.2** If you choose to repay early, or if the loan is repaid due to you breaking the rules, you must cover this loss and the early repayment admin fee.

**5.3** To work out the reasonable estimate of loss, we calculate and compare two amounts, A and B.

A is the amount we expected to receive if you made all payments listed in *Payments* in your disclosure statement. We use the wholesale interest rate which applied when your loan started. This best reflects the costs involved in setting up a fixed-rate loan.

B is the amount we could receive if we fund a new loan equal to your early repayment amount, for a term matching the time left on your loan. We use the wholesale interest rate on the date you repay your loan.

If A is bigger than B, we lose money. You will be charged extra to repay early. Our equation takes into account the benefit of receiving money from you now, rather than over the full term of your loan.

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#### 6.0 What happens if you or any guarantor break the rules

**6.1** Breaking any rules of this loan, or another loan you have with us, is called breach of contract. This includes not paying on time and failing to get your payments back up to date or if you or any guarantor don't comply with all of your obligations in this loan agreement.

**6.2** You will also be in breach of this loan agreement if:

- A legal process means another person or business can take, or threaten to take, any of your assets.
- An insolvency event for you or any guarantor, eg bankruptcy or liquidation.

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- 6.3** If you break any rules of your loan agreement(s) with us, or if anything in 6.2 happens, we may ask you to repay your loan immediately, including any interest, costs and fees due or that may become due in the future. We may take other steps. Examples include:
- Cancel your loan agreement.
  - Sue you for all money you owe for this loan.
  - Require your guarantor to repay the loan and follow other rules set out in 3.0.
- 6.4** We can cancel this loan agreement by giving you written notice. If we cancel, you must pay us all money owing under the loan agreement.
- 6.5** Any steps we take will be in line with the CCCFA
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**7.0**  
**Extra costs you must pay if you break the rules**

- 7.1** If you break the rules of your loan agreement(s) with us, or if anything in 6.2 happens, you must pay immediately:
- additional interest and any default fees if you fall behind on payments
  - cost of tracing, or trying to trace, you or any guarantor
  - any other costs, charges, commissions, fees or expenses - including actual legal costs - we face or we incur on your behalf because you broke the rules of your loan agreement.
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**8.0**  
**How MTF Finance uses, and looks after, your personal information**

- 8.1** Personal information includes any details about you or another person, eg your guarantor(s).
- 8.2** When we assess your loan application and administer your loan, we will collect personal information. We will all comply with MTF Finance's privacy statement, see [www.mtf.co.nz/privacy-statement](http://www.mtf.co.nz/privacy-statement) or ask for a copy at any time.
- 8.3** This summarises key information in MTF Finance's privacy statement at the loan start date.

If MTF Finance updates the privacy statement, they will publish it on their website and we will take reasonable steps to let you know about any changes that affect you. Any changes apply to all personal information collected before and after the publication date.

- 8.3.a** We collect and use personal information for reasons set out in the privacy statement. Examples include:
- assessing your application
  - day-to-day admin of your loan.

If you choose not to share personal information, your application may be declined.

- 8.3.b** We or MTF Finance may use your or your guarantor's personal information to promote and/or market our other products and services. This could be by post, phone or email. If you don't want to receive marketing information, let us know.

You can also tell MTF Finance. Email [info@mtf.co.nz](mailto:info@mtf.co.nz) or write to PO Box 885, Dunedin 9054.

- 8.3.c** It's your right to see and correct personal information we hold. Email us at any time to do this.

- 8.3.d** If we need personal information about another person, eg your guarantor(s), you confirm they gave you permission to share it with us, or authorise us to collect it in line with MTF Finance's privacy statement. They also have the right to see and correct their personal information, as set out in 8.3.c. You confirm you have told them about this right.
- 8.3.e** We may work with credit reporting agencies when you apply for a loan and during the loan term. We exchange personal information about you and/or any guarantor, eg repayment history and any defaults. Those agencies may:
- store this personal information
  - give us credit information they hold about you
  - share it with others using credit reporting services.
- 8.3.f** We may share personal information with MTF Finance and any person we or MTF Finance consider appropriate to the purposes set out in MTF Finance's privacy statement. This may include any person involved in, or who may become involved in, funding arrangements that are related (directly or indirectly) to MTF Finance's business.

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**9.0**  
**Other things to know**

- 9.1** You must make all payments into our chosen bank account. If the account changes we will give you written notice.
- 9.2** If we make an arrangement with you during the term of your loan, our rights under this loan agreement do not change. Any changes to this loan agreement must be in writing and signed by you, any guarantors, and us.
- 9.3** We can accept commission from an insurer for any insurance policy we arrange for this loan.
- 9.4** You agree to pay us for any losses or costs we reasonably incur connected to this loan.
- You also agree to pay us for any losses or costs we incur if someone takes legal action against you if you become insolvent.
- 9.5** You must not transfer this loan to another person. We may transfer any of our rights or obligations under this loan agreement to a third party. If we transfer our obligations, we must reasonably believe the third party is able to meet our obligations. We can make this transfer without your or any guarantor's consent. Each third party will have the same rights and powers against you and any guarantor as if it were originally named as the lender in this loan agreement. Each third party may, in turn, legally transfer those rights to another party.
- 9.6** We, the people listed in *Lender contact details* in your disclosure statement, are not agents of MTF Finance. We are not authorised to act for MTF Finance unless MTF Finance give written authority.
- 9.7** If we take steps to protect our interest under this loan agreement, you agree we may act as your attorney and you will pay any costs. By signing this loan agreement, you appoint us as your attorney for this purpose. You may not cancel this appointment.
- 9.8** Payments are only completed when we receive cleared funds. You must not make any deductions from the payments due under this loan agreement. You must not deduct any amounts we owe you from the amounts you must pay us. If we owe you money, we may deduct this amount from any money you owe us for this loan agreement (and any other loan agreement between you and us).

**9.9** You agree any legal action connected to this loan will take place in Dunedin, unless we choose a different location.

**9.10** This loan agreement is governed by New Zealand law.

**9.11** We may share information about you and any guarantor with any agency (including government agencies), authority, financial institution, or the police to:

- Check if any government requirement applies to your transaction(s).
- Help investigate, detect and/or prevent money laundering or financing terrorism, if we have good reason to believe this could be a risk.

You and any guarantors agree:

- You will give us all information we reasonably require to comply with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
- We may delay or block payments, or refuse to pay you money, in order to comply with government requirements.

No complaints or compensation claims can be made against us for sharing information, or for delaying, blocking or refusing your payments.

## 10.0 Definitions for Loan rules and information

### **You**

Means each person or business named in *Customer details* in your disclosure statement, and any personal representatives. If this is more than one person, each is individually and jointly responsible for the customer loan obligations.

### **We, us, our**

Means [*Originator trading name*] - part of the MTF Finance network - and any person or company transferred the lender's rights under this loan agreement.

### **Guarantor**

Means each person or business that guarantees you will follow the rules of this loan. They are named in the disclosure statement as a guarantor. If this is more than one person, each is individually and jointly responsible for your loan obligations.

### **Disclosure statement**

Means the first part of this loan agreement. It includes key information, eg customer and lender contact details, payment information.

### **Insolvency event**

Means you or your business cannot pay your debts as they fall due or are involved in any insolvency as specified in the Insolvency Act 2006, including:

- bankruptcy
- no asset procedure or debt repayment plan (SIO)
- receivership, liquidation, or administration
- winding up or dissolving a company
- taking steps to avoid insolvency.

It also includes any other insolvency procedures if you are involved in a business or own property outside New Zealand, and 'insolvency' has a similar meaning in that country's or state's laws.

## General terms | Payment Waiver

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A waived payment means you no longer need to make that payment.

'You' means *[full name]*, the person named in **Protection for you** in your disclosure statement.

Payment Waiver requests must be made within 90 days of the event.

If the loan is repaid early, we will include a partial refund of your Payment Waiver fee in the total early repayment amount to pay.

See section 21.0 for definitions.

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### 11.0

**11.1** You have chosen to protect yourself with Payment Waiver - Gold.

Name of person covered - *[full name of named person]*.

This provides cover in the event of *[death, serious illness/injury, permanent disability, redundancy]*.

By signing this loan agreement, you agree to pay us the Payment Waiver fee set out in **Loan breakdown** in your disclosure statement. This amount is included in the total advances and the payments details in your disclosure statement. If one of these events occurs before your loan ends, we will waive all or part of your payments if:

- none of the event's exclusions apply
- no general exclusions apply.

**11.2** In exceptional circumstances, we might not be able to waive payments even if you are eligible. This will only happen if your lender does not make payments to MTF Finance which are enough to cover your waived amount, under separate Payment Waiver security arrangements between the lender and MTF Finance.

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### 12.0

**12.1** If you make a waiver request, you must keep your loan payments up to date until we confirm the amount to be waived, if any.

**12.2** For **serious illness/injury, bankruptcy and redundancy**, we reassess waiver requests before each payment is due. This is to check if you are still eligible for waived payments, see 11.1, 11.2 and 13.0 for conditions.

**12.3** If the amount to be waived is more than enough to repay your loan in full, we will pay you the extra money as soon as possible.

13.0  
Events explained

 Description	 Amount waived	 When we won't waive payments (exclusions)	 Proof we may ask for
<b>Death</b>			
<p>If you die before your 70th birthday.</p>	<p>All remaining money owed to us for this loan.</p> <p>This does not include:</p> <ul style="list-style-type: none"> <li>• payments already made</li> <li>• payments in arrears for 3+ months before the death date.</li> </ul>	<p>If you die directly or indirectly because of:</p> <ul style="list-style-type: none"> <li>• a suicide attempt</li> <li>• self-inflicted injury or illness</li> <li>• alcohol, illegal drugs or non-prescription medicine use</li> <li>• breaking the law.</li> </ul> <p>Or if you die overseas.</p>	<ul style="list-style-type: none"> <li>• Copy of the death certificate.</li> <li>• Post-mortem. If we ask for this, we pay for it.</li> <li>• Copy of any coroner's report.</li> </ul>
<b>Serious illness/injury and permanent disability</b>			
<p>You must be employed or self-employed, and aged under 70, to qualify for waived payments.</p> <p><b>What serious illness/injury means:</b> If illness or accidental injury means you or your dependent become totally disabled for at least 8 days in a row, and either:</p> <ul style="list-style-type: none"> <li>• you cannot do your usual job, or any alternate tasks or roles you would normally be able to do (by training, education or experience)</li> <li>• you must give up work to provide full-time care for your dependent.</li> </ul> <p><b>What permanent disability means:</b> If you cannot do your usual job because an illness or accidental injury means you or your dependent either:</p> <ul style="list-style-type: none"> <li>• become totally disabled</li> <li>• will likely die within 6 months of diagnosis or suffering the injury, in our opinion after we consider medical evidence.</li> </ul> <p>If payments are waived, you or your dependent must follow medical advice.</p>	<p><b>Serious illness/injury:</b> To calculate the amount, we:</p> <ul style="list-style-type: none"> <li>• divide total amount to pay* on your loan by number of days in your loan term</li> <li>• multiply the result by number of days you or your dependent are totally disabled, minus the first 7 days.</li> </ul> <p>*Total to amount pay is listed in <b>Payments</b> in your disclosure statement.</p> <p><b>Permanent disability:</b> All remaining money owed to us for this loan.</p> <p>This does not include:</p> <ul style="list-style-type: none"> <li>• payments already made</li> <li>• payments in arrears for 3+ months before the diagnosis date.</li> </ul>	<p>If you or your dependent become ill/injured directly or indirectly because of:</p> <ul style="list-style-type: none"> <li>• a suicide attempt</li> <li>• self-inflicted injury or illness</li> <li>• alcohol, illegal drugs or non-prescription medicine</li> <li>• breaking the law.</li> </ul> <p>Or if you or your dependent become ill or injured overseas.</p>	<ul style="list-style-type: none"> <li>• Doctor's examination from time to time. If we ask for a second opinion, we choose the doctor and pay for the appointment.</li> <li>• Medical records about the illness or accidental injury.</li> <li>• For permanent disability, a doctor's report on the nature of the disability and estimated life expectancy.</li> </ul>

 <b>Description</b>	 <b>Amount waived</b>	 <b>When we won't waive payments (exclusions)</b>	 <b>Proof we may ask for</b>
<b>Redundancy</b>			
<p>If your employer decides your job is no longer needed in a restructure or business closure and you:</p> <ul style="list-style-type: none"> <li>• are aged under 70</li> <li>• actively seek a new job.</li> </ul>	<p>Maximum of \$10,000.</p> <p>To calculate the amount, we:</p> <ul style="list-style-type: none"> <li>• divide total to pay* on your loan by number of days in your loan term</li> <li>• multiply the result by number of days you are out of work (max 180 days)</li> </ul> <p>*Total to pay is listed in <b>Payments</b> in your disclosure statement.</p>	<p>If you stop work because you:</p> <ul style="list-style-type: none"> <li>• resign, retire, are fired, or take voluntary redundancy</li> <li>• knew, or should have known, about your redundancy (or threatened redundancy) before signing this loan agreement</li> <li>• are made redundant from a job outside New Zealand</li> <li>• are on a fixed-term contract</li> <li>• do seasonal work, eg fruit picking, shearing.</li> </ul> <p>If you stop work while you are self-employed or a director of your own business.</p> <p>Once you are employed, or start a new job/role after being made redundant. If it's a fixed-term job, we waive payments when you are unemployed again.</p>	<ul style="list-style-type: none"> <li>• Employer's letter or email confirming your redundancy.</li> <li>• Written evidence you are actively job hunting. We can ask for this from time to time until you start a new job, or the loan ends. Examples include proof you are registered with Work and Income (WINZ) and/or recruiters, copies of job applications.</li> </ul>

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**14.0**  
**Other reasons we won't waive payments**  
General exclusions

- 14.1** These apply to you for all events listed above, and for any dependents if the event is serious illness/injury or permanent disability.
- 14.2** No payments are waived if the event is caused by:
- 14.2.a** Pre-existing risk:
- Something likely to lead to the event that you knew, or should have known, before signing this loan agreement.
- 14.2.b** Pre-existing conditions:
- Illnesses given medical advice or medical treatment six months or less before signing this loan agreement.
  - Accidental injuries given medical advice or medical treatment before signing this loan agreement.
- 14.2.c** Mental health:
- Psychiatric or psychological conditions, including mental stress, anxiety and depression.
- 14.2.d** Aerial activity:
- Any air sport or flight, unless travelling as a crew member or ticket-holding passenger on a scheduled flight in a fixed-wing plane owned and run by a licensed airline or charter company.
- 14.2.e** Taking part in professional sport or motor racing of any kind.
- 14.2.f** War or terrorism:
- Any terror attack or act of war.
- 14.2.g** Natural disaster, including:
- earthquake, volcanic eruption, cyclone, tornado, hydrothermal or geothermal activity.

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**15.0**

- 15.1** If you need to make a waiver request, talk to us as soon as possible. Waiver requests must be made within 90 days of the event.
- 15.2** If false requests are made, or we are given false information about your request, no payments will be waived and we will reject any future requests.

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**16.0**

- 16.1** You must give us all proof and medical evidence we reasonably require.
- If we waive payments for serious illness/injury, permanent disability, redundancy or bankruptcy, keep us informed about any changes during the waiver period. For types of proof we may ask for, see 13.0.

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**17.0**

- 17.1** These limits apply to your Payment Waiver cover:
- If more than one event applies at the same time, we will waive payments for the event that happened first.
  - Waived payments only apply to the person named in *Protection for you* in the disclosure statement. If you disappear, death will only be presumed if you were travelling on a ship or plane that suffered a total loss.
  - The maximum amount of all waived payments is \$200,000.
  - We might not be able to waive payments in exceptional circumstances set out in 11.2.

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**18.0**

- 18.1** You can only cancel Payment Waiver cover if your loan is repaid in full before the final due date. See Repaying early in your disclosure statement.
- If the loan is repaid early, including any repayment costs, the lender will include a partial refund of your Payment Waiver fee.
- To calculate your refund, we use the formula set out in the Credit Contracts and Consumer Finance Regulations 2004.

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**19.0**

- 19.1** You agree sections 11.0-21.0 are part of your loan agreement, and you will follow all rules it sets out before we will waive any payments.

## 21.0 Definitions for Payment Waiver

### You

Means the person named in *Protection for you* in your disclosure statement.

### We, us, our

Means [*Originator trading name*] - part of the MTF Finance network - and any person or company transferred our rights under this loan agreement.

### Dependent

Means a child or relative who meets all these conditions:

#### Child

- Your son, daughter, stepchild, adopted child, grandchild or long-term foster child.
- Lives solely, or mainly, with you at the time of the event.
- Younger than you, under the age of 18, or disabled.
- Provides less than half of their own financial support.

#### Relative

- Any other member of your immediate family.
- Lives solely with you at the time of the event.
- Gets more than half of their financial support from you.

### Accidental injury

Means you are hurt by an accidental cause. It does not include illness or self-inflicted injury or illness.

### Employed

Means you work for an employer on a permanent basis for at least 20 hours a week, and the employer pays you salary, wages, commission, compensation, fees or other income.

### Immediate family

Means your spouse or partner, parent, brother or sister, grandparent or your spouse's or partner's parent.

### Loan ends

Means whichever of these comes first:

- Your loan is paid off in full.
- We cancel your loan agreement.

### Payment Waiver security arrangement

Means an agreement between the lender and MTF Finance. It's an agreement for the lender to pay MTF Finance if your payments are waived. It does not involve or affect you, unless the exceptional circumstances in 11.2 apply.

### Redundant

Means your employer has carried out a restructuring process or business closure and identified your job is no longer required. Redundancy does not include being dismissed for poor performance.

### Self-employed

Means you work in New Zealand for yourself, not an employer. This includes contractors, sole traders and business owners.

### Threatened redundancy

Means your employer has given notice that some or all employees will be made redundant.

### Terror attack

Means an attack by a person or group who uses unlawful violence against others, typically to spread fear and/or political, religious or ideological beliefs.

### Waived payment

Means you no longer have to make that payment. Amounts and number of payments waived can vary, depending on the reason for your waiver request, see 13.0 for details.