

Personal Loan Conditions

September 2019

These conditions form an integral part of your credit agreement.

1. What is a Personal Loan?

A Personal Loan is a non-revolving credit. You will owe a fixed instalment every month. An instalment is made up of a repayment and interest (cost of credit). By paying the instalments, you will have repaid your loan on the agreed date. The interest rate will not change during the term of your loan.

2. How will I receive the loan?

You will receive the amount you borrow (i.e. the amount of credit) on the bank account you have specified as a single payment. Repaid instalments cannot be drawn down again.

3. How much will I pay?

- a. You will be expected to pay the same instalment every month. This monthly instalment is made up of a repayment and interest. The amount of the monthly instalment will not change during the term of the loan.
- b. Monthly instalments will serve to cover interest before they cover the outstanding debt.
- c. You will pay the same interest rate on arrears as you do on the loan. The interest you will pay on arrears is referred to as default interest. You will pay default interest on:
 - ▶ the negative difference between the payment you made and the agreed monthly instalment; or
 - ▶ the full outstanding loan if the bank has the right to call in this amount as a lump sum payment and you have not repaid the amount within the set deadline.
- d. You can always ask the bank for a statement of your loan repayments.

4. Can I repay more than the agreed monthly instalment?

- a. You will always have the option to repay the entire loan or a part of it earlier. There will be no additional charge for full or early repayments. You can make repayments more than the agreed monthly instalment by transferring an amount to bank account number NL18 ABNA 0839 5816 02 t.n.v. ABN AMRO Kredieten B.V., quoting the contract number.
- b. An extra payment of two monthly instalments or less will be regarded as a prepayment. This prepayment will be offset against your outstanding balance when the loan falls due. This may cause the term of your loan to be shortened. If an error occurs when processing a monthly instalment, the prepayment will be offset against this monthly instalment.
- c. As soon as multiple extra payments amount to more than two monthly instalments in aggregate, they will be regarded as extra repayments; as such, they will be offset against your outstanding balance. The extra repayment will lower your interest expense over the full term of your loan.
- d. Any extra payment of more than two monthly instalments will be offset against the outstanding balance together with any prepayments. The extra repayments will lower your interest expense over the full term of your loan.
- e. To repay the entire loan at once, request the entire repayment balance of your loan. You can transfer the amount to bank account number NL18 ABNA 0839 5816 02 t.n.v. ABN AMRO Kredieten B.V., quoting the contract number.

5. When will the bank re-evaluate the loan?

- a. If considered expedient by you or the bank during the term of the loan, the bank may re-evaluate the loan, whether it still matches your financial situation. You are expected to cooperate in the re-evaluation by providing the bank with the required information.
- b. The bank is not required to evaluate whether the loan still matches your situation. You have the option to request the bank to perform such an evaluation.

6. What happens to the loan if I were to die?

The loan will still have to be repaid even if you were to die. The bank will seek repayment from your heirs.

7. When will I be expected to repay the loan as a lump sum?

You will be expected to repay the loan in full as a lump sum if the bank so requests. It may do so if:

- a. You have failed to pay a monthly instalment for two months after it fell due. You will be expected to repay the full outstanding balance as a lump sum after the bank has given you notice of default and you have failed to make payment despite this notice of default;
- b. You have taken up residence outside the Netherlands or the bank has good reason to believe that you will be taking up residence outside the Netherlands within a few months' time;
- c. You have been declared bankrupt or you have come to be governed by the debt restructuring scheme for natural persons (Dutch acronym: WSNP);
- d. You deliberately provided the bank with incorrect information and the bank would not have concluded the credit agreement with you had it been provided with the correct information.

8. Will this loan be listed in the National Credit Register?

- a. The bank is affiliated with the Dutch National Credit Register (Dutch acronym: BKR). The bank is required to register this loan with BKR.
- b. The bank is required to notify BKR of any instances where the default period on your monthly instalments is more than 60 days.
- c. BKR will enter these details in the Central Credit Information System (Dutch acronym: CKI). This allows affiliates of BKR, i.e. other loan providers and banks in particular, to learn about your payment record, the goal being to reduce credit and payment risks for these organisations and to prevent disproportionately large loans or problematic debt situations for borrowers.

9. Can the bank change these conditions?

- a. The bank has the right to change or supplement these conditions and the General Conditions of ABN AMRO Bank N.V. by aligning them with:
 - i. changes in the law (e.g. rules and regulations);
 - ii. changes in the interpretation or application of the law (e.g. as a result of a court ruling, a decision of a complaints or disputes committee, or a decision/opinion of a supervisory or other authority);
 - iii. changes in the bank's product and service offering or in the bank's work and other processes (e.g. technological developments, modernisation, redesign or streamlining); or
 - iv. any other change in circumstances or opinions causing the bank to have a reasonable interest in a change. Changing will also be taken to mean supplementing.
- b. The bank cannot exercise this right if this were to involve changes that would cause you to suffer from an overall significant and unjustified imbalance between your and the bank's rights and obligations.
- c. The bank will notify you of any changes at least two months before their effective date. The changes will apply from the effective date onwards. If you object to these changes, you will always have the option to repay the entire loan earlier. There will be no additional charge for full repayments.

10. What else do I need to know?

- a. By signing the credit agreement, you ask the bank directly to execute the credit agreement. The bank will execute the credit agreement after it has received and approved all the documents you are expected to submit.
- b. Falling into default may have serious consequences. These include the forced sale of your assets and potential rejection of future loan applications.
- c. The relationship between you and the bank is governed by the General Conditions of ABN AMRO Bank N.V.

Any questions?

For more information:

- ▶ go to [abnamro.nl/lenen](https://www.abnamro.nl/lenen); or
- ▶ call **0900-0024** (in the Netherlands only; standard call charges apply; these are set by your telephone provider)

Do you have a complaint?

The bank wants you to be happy with its services. If you have a complaint, please let us know by:

- ▶ going to [abnamro.nl/klachtenregeling](https://www.abnamro.nl/klachtenregeling); or
- ▶ calling **0800-0240712** (toll-free)

The bank is committed to resolving every complaint to the client's satisfaction. If you are unhappy with how the bank proposes to resolve the problem, please write to:

ABN AMRO
Afdeling Klachtenmanagement
Postbus 283
1000 EA Amsterdam
The Netherlands

The Complaints Management Department will deal with your complaint. If the matter is not resolved to your satisfaction, you can refer your complaint to the Financial Services Complaints Tribunal (Dutch acronym: Kifid) within three months of it having been rejected by the bank.

Postbus 93257
2509 AG The Hague
T: +31 (0)70-3338999
Fax: +31 (0)70-3338900

For more information, please visit [kifid.nl](https://www.kifid.nl)

You can also opt to refer your complaint to a competent court.

ABN AMRO Bank N.V. has its registered office at Gustav Mahlerlaan 10 (1082 PP) in Amsterdam, the Netherlands. The bank's telephone number is 0900-0024 (in the Netherlands only; standard call charges apply; these are set by your telephone provider). The bank's website is www.abnamro.nl.

ABN AMRO Bank N.V. has a banking licence from the Dutch Central Bank (De Nederlandsche Bank N.V.) and is listed in the register of the Netherlands Authority for the Financial Markets (AFM) under number 12020215. ABN AMRO Bank N.V. is licensed to provide credit products. ABN AMRO Bank N.V. is subject to supervision by the European Central Bank (ECB).

ABN AMRO Bank N.V. is registered in the Trade Register of the Dutch Chamber of Commerce under number 34334259. The bank's VAT identification number is NL 82 06 46 660 B01.