



# Welcome to Finance Now

**Retail | Motor Vehicle | Personal Loans**

Please keep this contract in a safe place

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# Glad we could help!

Thanks for choosing Finance Now Ltd (as your credit provider. We're a proudly New Zealand owned and operated company. Our parent is SBS Bank (Southland Building Society) and we've helped over 530,000 Kiwis like you get what they want since 2000.

## NEED TO TALK TO US?

If you've got any questions about your recent finance purchase or you would like to update your personal details (like your address or contact numbers), just talk to our friendly customer service team.

### General Enquiries

 **0800 40 50 70**

PHONE

### Personal Loans

 **0800 299 399**

PHONE

 **customer@financenow.co.nz**

EMAIL

 **onlineapps@financenow.co.nz**

EMAIL

## eMoney – Manage your finances anytime, anywhere

Log into eMoney for our free text and internet service (your details will need to match the ones we have on file).

Set up payment reminders or check your loan balance instantly by texting BAL to 580.

**Vist [financenow.co.nz/emoney](http://financenow.co.nz/emoney) for more information.**



Finance Now is a responsible lender and an application for finance may be declined if a decision to lend would not, in Finance Now's opinion, be in accordance with its responsible lending obligations.

**Please make sure you read the full Terms and Conditions in this booklet and keep in a safe place. There's lots of important information you need to know.**



## Make an additional payment

At Finance Now, you can make additional payments at any time by depositing funds into our Westpac Bank account: 03-0931-0358991-00.

Please include your Finance Now account number as the Reference Number on any deposits made.

You will receive your FNL account Number shortly with a welcome letter sent to the address on your contract. We recommend you write it in the box below for quick reference.

**My account number is:**

# Did you know...

We can help you in other ways too?



## Personal Loans

You never know when you might need a helping hand to get something you really want.



**Family holiday**



**New or second car**



**Home renovation**



**Consolidating your bills and credit cards into one convenient loan**

Whatever it is, you can apply for a Finance Now secured or unsecured personal loan from \$1,000 to \$20,000.\*

We pride ourselves on providing 'money your way' – with competitive interest rates, flexible terms and payments to suit your pocket. Now that you're a Finance Now customer, it will be quick and easy as we simply need to update your details. You can have the money in 24 hours.\*\*

**Simply apply online or call 0800 299 399**

\*Terms and conditions apply. Finance Now normal lending criteria and loan terms apply.

\*\*24 hour timeframe applies from approval of your loan by Finance Now, during normal business hours.





## Retail Finance

With over 1,500 stores to choose from, you're spoiled for choice.

From furniture to home electronics, car accessories to musical instruments, you'll be able to get the things you want and repayments that suit your budget.

Use your Finance Now Card as ID to speed up the application process or do it with TXT XPRESS and get pre-qualified by SMS.\*

Less waiting and more shopping.



## Insurance

We offer a range of retail and personal insurance products supplied by trusted companies to suit your needs.

- Provide stability with Payment Protection Insurance
- Care for your family with comprehensive life insurance
- Safeguard your assets against unexpected loss
- Protect your motor vehicle against damage and theft
- Cover yourself against expensive mechanical repairs



## Business Finance

Our Rental and Term Loan products can help your business get what it needs now.

You can free up working capital and cash flow and you may also benefit from some tax efficiencies. Consult your tax specialist to confirm any tax benefits that apply to your business.



**To find out more, visit [financenow.co.nz](http://financenow.co.nz) or  
call our helpful team on 0800 299 399**

\*Terms and conditions apply. Finance Now's normal lending criteria and loan terms apply. Approval is subject to there being no deterioration in your financial position (from that previously disclosed to Finance Now).

# About us

**Finance Now was founded in 2000 to provide people just like you with a wide range of personal, quick and hassle-free financial products and services.**

Over 530,000 Kiwis have already trusted us to see them right.

We're a local company, 100% owned and operated by Kiwis – and proud of it. Our parent is SBS Bank (Southland Building Society), an organisation that, like ourselves, puts people first. Established in 1869, SBS is the first building society in the world to have achieved bank registration while retaining its mutual structure. The SBS Group has assets of \$4 billion.

Finance Now is a participant of the Insurance and Financial Services Ombudsman Scheme. This scheme provides its participants' customers with a free and independent service to help sort out unresolved issues.

For further details see their website: [www.ifso.nz](http://www.ifso.nz).





# Forget your old bank.

Are they a customer-owned New Zealand bank that's been helping Kiwis like you manage their money for more than 151 years?

**We are.**

Do they have a New Zealand-based contact centre open every day?  
(Except public holidays of course!)

**We do.**

Looking to switch to a local bank or just want to know a little bit more about us and what we can do for you?

**Talk to us today.**

**0800 727 2265 [sbsbank.co.nz](http://sbsbank.co.nz)**

# Fast store pre-qualification on your mobile\*

## TXT XPRESS - exclusive to Finance Now customers

See something you really want? Simply text the word **Approve** (followed by a space) and your **Surname** to **580** and you could be pre-qualified on the spot.\*

We already have your details, so you have the convenience of store finance whenever you need it. It's fast, secure and FREE and another way we can help you manage 'Money your way'.

- With over 1,500 stores throughout New Zealand that use Finance Now, you're spoilt for choice.
- It's free to send and receive texts from 580.

## Try it now

- Send **Approve** followed by a space and your **Surname** to **580**

For example – Approve Smith

- Look out for our promotional displays at participating retailers or visit: [financenow.co.nz/our-retailers](http://financenow.co.nz/our-retailers)



For more information visit [financenow.co.nz/txt-xpress](http://financenow.co.nz/txt-xpress)

\* Terms and conditions apply: Finance Now's normal lending criteria and loan terms for secured lending apply. Pre-qualification is based on the information previously disclosed to Finance Now. If there has been a deterioration in your financial position, Finance Now may refuse to provide you finance or may reduce the amount it is willing to lend you.

# Our Terms and Conditions

## 1. About these Terms and Conditions

This document, along with the Disclosure Statement provided to you, sets out the terms that apply to your Credit Contract. Your Credit Contract was provided because you applied (and were approved) for finance by applying online with us directly or via an approved retailer, motor vehicle dealer or finance broker.

We might change these Terms and Conditions while you have a credit facility with us. We'll let you know before we make any change. You agree that we may notify you electronically (such as by email, including an email that has a link to our website or a new set of Terms and Conditions), or by post.

If there's anything in your Disclosure Statement or these Terms and Conditions that you don't understand, please contact us and we can help.

## 2. How to read this document (and your Disclosure Statement)

Some words and expressions in this document have particular meanings. Generally, these words start with a capital letter. Their meanings are explained in the glossary at the end of these Terms and Conditions. These defined meanings might be different from the everyday meanings of the word or expression. While reading these Terms and Conditions and your Credit Contract, you should refer to the Glossary (at the end of these Terms and Conditions) to make sure you're clear about what we mean.

Other words are defined in your Disclosure Statement. Where we mention them in these Terms and Conditions, they have the meaning defined in the Disclosure Statement.

An example of this is the word 'you'. 'You' refers to the borrower or borrowers named in the Disclosure Statement. Some of our services, like our online service centre and our account text services, can only be registered for or accessed by one of the borrowers. This means that in some sections, 'you' might only refer to one of the borrowers.

Also, to help explain these Terms and Conditions, we've included some examples. These are not part of the agreement between you and us, they're just there to try to make things a bit clearer.

## 3. Managing your account online

We have set up access for you to manage your account online, via our online service centre eMoney. eMoney is a secure website that you can access to view details of your accounts with us, update some of your information, set up reminders for when your payments are due, and message us securely via our chat functionality.

When you access eMoney for the first time, you need to complete your registration. Visit [fnl.co.nz/emoney](http://fnl.co.nz/emoney) for details and to log in. As part of the process, you will create a password that you will use each time you log in. To protect the security of your account and personal information, you must not provide your password to anyone, including our staff (we will not ask you for it).

eMoney is available 24 hours a day, 365 days a year, but will occasionally be unavailable if we need to update or fix anything. We will display a message on our website when eMoney is unavailable.

We reserve the right to cancel your access to eMoney at any time without telling you if we decide that we need to. This may be because we think a Security Event has happened.

There are some things you need to do, if you choose to manage your account online. These include:

- Tell us if you think someone else knows your password or if you think someone has accessed your account online.
- Update your password regularly.
- Change your password if you have had issues with viruses or spyware on your computer, or if you think your password may have been in a data breach.
- Tell us if you change your mobile phone number and/or email address.

## 4. Managing your account over the phone

You can call us on 0800 40 50 70 for help with your account or with any questions you want to ask. When you call, we will need to confirm who we are talking to by asking some security questions.

You can find our opening hours on [financenow.co.nz/contact-us](https://www.financenow.co.nz/contact-us).

## 5. Managing your account – Some other things you need to do

As soon as possible, we need you to:

- Tell us if you change any of your phone numbers or your email address.
- Tell us if you move to a new house or the Goods or Property are relocated (except on a temporary basis).
- Tell us if you change your name. We may ask you for documents to confirm your new name so we can update your account with us.

## 6. Payments

By agreeing to this Credit Contract, you agree to pay us the Amount Financed, Interest Charges, and other credit fees and default fees which may accrue, as described in the Disclosure Statement provided to you.

When you apply for your loan, you can select how often you will make payments (weekly, fortnightly or monthly). If you don't choose another option, we will require repayments on your loan on a monthly basis, on the same date in the month as your loan was created.

It's a good idea to keep an eye on your account to ensure that your payments get to us when you pay us. Refer to paragraphs 3 and 4 for how to contact us.

We will apply money you pay to us as if it was a payment required by your Payment Schedule, even if the payment is made in addition to the payments you need to make. Alternatively, we may apply the payment to any outstanding fees or administration costs recoverable by us under your Credit Contract.

Where you have agreed to this Credit Contract jointly with another person, you may choose to pay from a personal bank account in one of the borrower's names or from a personal bank account in joint names. Even if your payments are made from a personal bank account in one of the borrower's names, both borrowers remain jointly and severally liable for the loan.

### 6.1 How you can pay us

Everything you pay to us must be in New Zealand dollars.

You can pay us by:

- Internet Banking – we are registered as a payee with the banks that operate in New Zealand. Search for "Finance Now" and follow the instructions to set up your payment. Then you can create a payment to us when you need to make one. Remember it takes 1 or 2 business days for us to receive your payment made via internet banking.
- Automatic Payment – you can contact your bank to set up a regular payment from your account to us or create an automatic payment on your online banking service with your bank. You can choose to pay a set amount weekly, fortnightly or monthly. You need to cancel this payment when your Credit Contract is paid in full – we can't stop these payments. Remember it takes 1 or 2 business days for us to receive your payment made via automatic payment.
- Direct debit – if you didn't fill out a direct debit form with your Disclosure Statement, you can download a copy from [financenow.co.nz](https://www.financenow.co.nz) or ask us to send you one. Fill out the details and send it back to us. We will draw payments weekly, fortnightly or monthly according to the instructions you give us on the form. If you want to stop a payment, you need to contact us 48 hours before the day it is due to be drawn. If you need to change any of the details on your direct debit, you need to let us know, and you may need to fill out a new direct debit form.

If you choose to pay your account by automatic payment or bill payment, it's important that you use your account number with us as reference for your payment. This makes it easy for us to credit the payment to your account correctly. If you don't use the right reference details, there may be a delay in crediting the payment to your account.

You cannot send us cash or cheques in the mail. You must make your payments by one of the methods described above.

## 6.2 When your payments are due

Your Disclosure Statement tells you how much and how often you need to make payments to your account. You need to make your payments on or before their due date.

If a payment is due on the 29<sup>th</sup>, 30<sup>th</sup>, or 31<sup>st</sup> of the month, but there is no corresponding day in the relevant month, then you need to make your payment on the closest business day before your payment due date. For example, if your payment is usually due on 30<sup>th</sup> of the month, but there is no 30<sup>th</sup> of a particular month, the new due date may be the 29<sup>th</sup> of that month.

If your payment due date falls on a day that isn't a business day (such as a weekend or a public holiday), you need to make your payment on the closest business day before your payment due date. For example, if your payment due date falls on a Sunday, the new due date will likely be the Friday before, if that day isn't a public holiday in New Zealand.

The payment amount on your Disclosure Statement needs to be paid in full before the payment due date. You agree that you won't set off any amount that we may owe to you against any amount that you owe to us (i.e. by paying us the net amount).

## 6.3 When your payments are considered made

Your payment is only counted as being made once it has been credited to your account. Depending on how you choose to pay, there may be 1 or 2 business days' delay between when you make your payment and when it is credited to your account. This means it is usually best to make your payments before your due date to make sure they are credited in time.

## 6.4 How payments are credited to the amounts owing on your account

We may decide how to apply payments to the amounts owing on your account. However, we will usually apply them in this order (although we can change the order without letting you know beforehand):

- Any overdue amount;
- Any fees and/or charges;
- Any payment that is due, according to your Payment Schedule; and
- Any other amounts you owe us.

## 6.5 Paying your Credit Contract in full before the end date (Full Prepayment)

If you pay off your Credit Contract faster than the agreed Payment Schedule (by paying more than the amount required for each payment) or if you pay your Credit Contract in full before the end date by way of a lump sum payment, there are some additional amounts you may need to pay. We explain these on your Disclosure Statement. These amounts include:

- The Unpaid Balance on the date you make your final payment;
- An Early Termination Fee; and
- Administration costs.

If you agreed to a Consumer Credit Insurance Contract as part of your loan, and the Consumer Credit Contract was arranged by us, we will calculate a Rebate of the premium we included in your initial loan amount and reduce your final payment amount by this rebate. We calculate the rebate using the calculation provided in Section 7 of the Credit Contracts and Consumer Finance Regulations 2004.

## 6.6 Refunds

If you have paid the balance in full, either by repaying earlier than the end date of the Credit Contract or by paying your usual repayments under your Payment Schedule, and you have overpaid the balance, we will refund your overpayment after we have debited a processing fee for the refund.

## 6.7 What happens if a payment is overdue?

If you haven't paid an amount when it is due to be paid, this amount will become immediately due for payment. You may also be charged additional fees and/or Default Interest while the payment is overdue. We may also do any of the other things described in paragraph 10.2 of these Terms and Conditions, as you will be what's known as 'in default'.

## 6.8 What happens if one of your payments to us isn't successful?

If one of your payments is dishonoured or reversed (in other words, it doesn't get to us properly) you still need to make sure your payment is made by its due date, as described in your Payment Schedule. You may also be charged a fee for us to process the dishonour or reversal.

If you make a payment to us, but the payment doesn't show in your account, contact us so we can help. We may need you to provide us with proof of the payment you made.

Check your Disclosure Statement or the rates and fees on [financenow.co.nz](http://financenow.co.nz) for the amounts of the fees that may be charged.

## 7. How much interest do you need to pay?

Your Disclosure Statement tells you:

- The Annual Interest Rate. This rate is fixed for the term of your Credit Contract (except in relation to any interest free period).
- If there is an interest free or deferred and interest free period in your Payment Schedule, the date when interest will start charging to your account.
- The Total Interest Charges you will pay. This amount is the interest you will pay if you make each of your payments according to your Payment Schedule.

Interest is calculated on a daily basis by multiplying the Unpaid Balance by the daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly and is included in your monthly instalment amount.

## 8. What fees can we charge you?

Your Disclosure Statement lists the fees that may be charged to your account, and when they might be charged. Some fees are mandatory and will be charged because your account is open and active. Other fees may be charged if you do (or fail to do) something.

## 9. What happens if you are having trouble paying?

Please contact us as soon as possible if you find that you are having trouble paying your account or might have trouble paying your account in the near future, such as if you've had an accident and can't work for a time.

Depending on what has happened, you might be able to apply for hardship assistance. This means that you ask us to consider changing your Credit Contract to make it easier for you while you're having problems, such as by reducing your payment amounts for a while. There are rules around when and how often you can apply for hardship (these are under the Credit Contracts and Consumer Finance Act 2003) but we're happy to talk to you about this. If you leave it for too long, we may not have to consider your application.

## 10. When would you be in default?

You'll be in default if one of the following things happens:

- A payment isn't credited to your account by the payment due date.
- You're overdue with any other payment to us.
- You haven't repaid the funds by the end of loan term.
- You haven't done something you're meant to have done, as provided for or implied in the Credit Contract and/or you breach these Terms and Conditions. An example could be if you don't insure the Goods or Property over which we have a Security Interest or let the insurance policy lapse.
- Any payment to us is dishonoured or reversed and you have made no other payment to us by another method in the meantime.
- Any material information you've given us about you or your account is not true or gives us the wrong impression.
- You are insolvent, bankrupt, subject to a no asset procedure or enter into a debt repayment order.
- You breach any other agreement (not this one) with us, one of our subsidiary companies, or our parent, SBS Bank.
- You receive a notice under the Land Transport Act 1998 or if the Goods or Property securing the loan is seized, which we may consider puts our Security Interest at risk, at our sole discretion.
- A lien is lawfully claimed over the Goods or Property.
- A receiver is appointed to manage your assets.
- The insurance policy covering the Goods or Property is cancelled, either by you or the insurer.
- You abandon the Goods or Property.
- We deem the Goods or Property(s) to be 'at risk' (as defined in section 109(2) of the PPSA or section 83E of the CCCFA).

The following paragraphs explain other actions that could occur when you are in default.

### 10.1 What is default interest and when might you need to pay it?

If your account becomes overdue, we may charge Default Interest. This is interest on the overdue amount from the day it becomes overdue until you make a payment to bring your account up to date. The Default Interest rate is listed in your Disclosure Statement. If we need to charge default interest, it is added to your balance monthly when other fees and charges are applied to your account.

### 10.2 What happens if you are in default?

If you are in default, we might do one (or more) of the following things:

- Charge you a default fee or Default Interest while you are in default.
- Require payment of the balance on the Credit Contract.
- Cancel or suspend any other credit facilities you have with us.
- Start repossession activity on any Goods or Property over which we have a Security Interest.
- Report details of your missed payments or load a default with credit reporting agencies. This will affect your credit rating and may impact your ability to get credit or other services from other financiers in the future.
- Assign your loan to a debt collection agency for recovery of the remaining balance.

### 10.3 Other costs you might have to pay if you're in default

You may need to pay us our reasonable costs of recovering or trying to recover any money that is due on your account or enforcing our other rights under the agreement. So keep in mind that if you don't pay when you're meant to, we might need to incur additional expenses which may include the services of other professionals and specialists to help us get the money back, and you'll have to pay our recovery costs, including those professionals' or specialists' costs as well as paying back the money you owe us and any extra fees.

These costs might include lawyers' fees (on a solicitor/client basis) and the costs of using a debt collection agency. Collection agencies may charge a fee directly to you. This may be a set percentage of the amount of money they are recovering. The costs will vary, depending on things like the kind of default and how long it takes for us to be repaid.

## 11. When you'll get statements and what you'll see in them

We'll send a statement of your account every 6 months. If we have your email address on file, we will email you a copy of your statement. Otherwise, we will post it to the address we have on file. Your statement will tell you the balance at the beginning of the statement period, the payments we received to your account, the fees and interest charges applied to your account, and the closing balance for the statement period.

If you registered for eMoney, you can log in to view all transactions relating to your account at any time.

If you notice a problem on your statement, contact us to talk about it. You need to let us know as soon as possible so we can fix the problem.

## 12. Secured Credit Contracts

Your Credit Contract may be a Secured Credit Contract. That means that you grant to us a Security Interest over something you own. Often, this will be the goods you are purchasing under your Credit Contract, although you may nominate something else as security under your Credit Contract.

If the Credit Contract is secured, this means that we may be able to take possession of the Goods or Property and sell it to repay your loan with us if you are in default (refer to paragraph 10 for what 'in default' means).

We will provide details in your Credit Contract of the Goods or Property you have agreed to grant us a Security Interest over.

As long as there is any amount still owing under your Secured Credit Contract, you cannot sell, trade, offer as security or gift the Goods or Property to anyone else without talking to us first and getting our agreement to either accept other goods or property as security or that your Credit Contract can continue unsecured. If you do sell, trade, offer as security or gift the Goods or Property to someone else, we may be able to repossess the Goods or Property. If you sold the Goods or Property, the person you sold it to may demand that you return the money they paid you.

If you nominate your home or any other land you own (land) as security under your Credit Contract, you agree to grant us a mortgage over the land. You agree to execute a mortgage at any time on demand by us. The mortgage will be in the form reasonably required by us and the terms of the mortgage will form part of your Credit Contract. In the meantime we may, in our discretion, register a caveat over the relevant land at any time to protect our security.

When your contract is a Secured Credit Contract, there are some additional things we need you to do. These are discussed in the following sections.

### 12.1 You need to keep the Goods or Property(s) insured

You need to hold insurance cover on the Goods or Property securing your Credit Contract. At a minimum, the insurance needs to cover against fire, accident and theft, however, we may ask you to insure against other risks relevant to the type of Goods or Property.

You need to maintain the insurance cover on the Goods or Property for the full term of the Credit Contract, or until your loan is paid in full. This means you need to pay the premiums for the insurance cover on time, as organised with your insurance provider. We may ask you to provide us proof that the Goods or Property are insured.

If you need to claim on the insurance policy and the insurer deems the Goods or Property to be beyond repair and agrees to pay the value of the Goods or Property in full, any funds you receive need to be paid to your account. We will apply the funds towards your Unpaid Balance. If the amount paid under the insurance policy is more than the balance of the account, we will pay the overpayment to you (as discussed in Refunds). If the amount paid under the insurance contract is less than the Unpaid Balance of the account, we may ask you to pay the remaining balance in full or we may agree to allow you to continue making payments as set out in your Disclosure Statement.

You may choose to include the premium(s) for any Consumer Credit Related Insurance and/or extended warranty in your Amount Financed. If you do, the amount of your chosen insurance premium(s) and/or extended warranty is included in the Amount Financed in your Disclosure Statement. If you choose to include Consumer Credit Related Insurance or extended warranty premium(s) in the Amount Financed, these amounts will also incur interest charges at the interest rate disclosed in your Disclosure Statement. By agreeing to add the premium(s) into your Amount Financed, you agree to paying any additional interest charges calculated on the total amount of your loan. If you choose to cancel the insurance at any time, then you need to pay any refund you might get from the insurance provider to your account with us.

You must not use the Goods or Property, or let anyone else use them, in a way that would invalidate the insurance policy or any warranty.

## 12.2 You need to look after the Goods or Property

You need to keep the Goods or Property in good order and repair and ensure they don't get damaged. This means that you need to:

- Replace any parts that are defective or wear out. The new parts will become part of the Goods or Property securing the loan.
- Keep the Goods or Property safe. If the Goods or Property are moved from where you told us they are, you need to let us know as soon as possible.
- Use the Goods or Property according to the manufacturer's instructions and for their intended purpose. If there are limits to the use of the Goods or Property, you need to make sure you use the Goods or Property within those limits.
- Maintain the Goods or Property in their original state, and not make any alterations or modifications without talking to us first. You should not have the Goods or Property attached to another asset you own, unless that asset is also securing the loan under your Credit Contract. We may waive this requirement in our discretion.

While the Goods or Property are securing the Credit Contract, you cannot sell, trade, gift, hire or give away the Goods or Property without talking to us first.

You need to comply with any laws that relate to the Goods or Property, and make sure they are registered or licenced, if appropriate, for the term of the Credit Contract.

You also cannot move the Goods or Property outside of New Zealand without talking to us first.

## 12.3 Other requirements if the Goods or Property are a motor vehicle

If a motor vehicle is used as security under your Credit Contract, you need to do the following, as long as there is any amount still owing under your Secured Credit Contract:

- You need to ask your insurance provider to list us as an interested party on the insurance policy.
- Keep the vehicle's warrant of fitness current and the vehicle registered. We might ask for evidence that you have maintained the warrant of fitness and registration;
- Don't allow a person who isn't licenced to drive to use the vehicle;
- Pay any fines, licences, taxes or any other charges associated with the vehicle or your use of it. We might ask for evidence that these amounts have been paid;
- Don't change the licence plate without letting us know;
- Don't remove or damage any other identifying features of the vehicle, like the VIN plate or the manufacturer's markings; and
- Tell us if the vehicle is damaged or stolen.

## 12.4 Other requirements if the Goods or Property is installed into premises

Sometimes we may lend you funds to purchase Goods that need installing into premises (like your house). If you don't own the premises where the Goods are installed, we need you to get the permission of the owner and make it clear that the owner doesn't own the Goods because they are installed in their premises. You also agree to compensate us if the owner claims any damages from us.

You also need to make sure that the way the Goods or Property are installed won't stop us from repossessing them if we need to. If we do have to repossess the Goods or Property, we are not liable for any damage caused by their removal, to the fullest extent of the law.

## 12.5 We can inspect the Goods or Property

We, our employees, or our agents can inspect the Goods or Property if we need to, at any reasonable time. We will give you reasonable verbal or written notice that we need to see the Goods or Property.

## 12.6 What happens if you repossess my Goods or Property?

If your Credit Contract is secured by Goods or Property and you are in default, we may choose to repossess the Goods or Property to repay the loan.

We engage an agent to repossess the Goods or Property from the address where we think they may be. Before we do this, we will send you notifications that we intend to repossess the Goods or Property. You can contact us about making payments to avoid this. You can also speak with the agent when they come to your address about making payment.

If your account is overdue and you can't make payment to clear your arrears to avoid repossession, the agent may pick up the Goods or Property and take them to a storage facility. They may also estimate the value of the Goods or Property, or we may request someone else to provide us with an estimate of the Goods or Property's value. We'll let you know the Unpaid Balance of the loan and the costs we've incurred in repossessing the Goods or Property. We will give you time to redeem the Goods or Property. If you don't or can't make payment, we will then sell the Goods or Property, usually at an auction but sometimes via a private sale. As described in paragraph 10.3, the costs the agent charges us for recovering the Goods or Property, the costs we're charged for storing the Goods or Property, and any costs incurred in selling the Goods or Property may be added to the balance of your loan account with us. The proceeds of the sale will be applied to the Unpaid Balance following the sale.

If there is any other property in or with the Goods or Property securing the Credit Contract when the repossession takes place (other than affixed items), you agree that we are not responsible for that property. We will give you 14 days to collect the property after we send a post repossession notice. If you don't collect the property, you agree to us selling it and putting the proceeds of its sale (less any costs of sale) toward the balance of your loan account. If we choose not to sell the Goods or Property, you agree that we can dispose of it in a manner we decide.

We are required to repossess and sell consumer goods in compliance with the Credit Contracts and Consumer Finance Act 2013. In some cases, we may also have to comply with certain parts of the Personal Property Securities Act 1999 (PPSA). The PPSA regulates how certain security interests are created, maintained and enforced. If you have modified any Goods or personal Property in which you have granted us a Security Interest and we repossess those Goods or Property, we will take possession of the original Goods or Property as well as any modifications. We may remove any modifications and deal with those modifications in accordance with the CCCFA and PPSA. We will do our best not to damage the Goods or Property and any modifications if they are removed, but you acknowledge that removal may cause damage and you agree to waive your rights in this regard, including to reimbursement for that damage, under sections 125, 126, and 127 of the PPSA. You also waive the right to receive notice of removal of any modification which is an accession.

## 13. How will we protect our interests?

We may perform your obligations contained in the Credit Contract, pay money or incur expenses to protect our rights under the Credit Contract if you do not perform your obligations or if we consider it necessary to pay money or incur costs. If we need to do these things, the money we pay or the costs we incur may be added to the balance of your account.

You agree to indemnify us against claims by anyone in relation to the Goods or Property securing the Credit Contract.

If we incur any loss, liability or expense relating to the Credit Contract or the Goods or Property (including any claims or costs resulting from the use, operation and/or storage of the Goods or Property), then you agree to pay us that amount if we ask you to.

## 14. What happens if there is a problem with the goods or services you purchased with your loan?

Unless the law requires otherwise, we don't make any warranties or representations about goods or services you buy and we're not liable or responsible for their quality or fitness for purpose, or for any issues arising from your use of them.

When you've entered into this Credit Contract to purchase goods or services from a retailer or motor vehicle dealer and you have any issues or concerns with the Goods or services that you purchase, then you'll need to get in touch with the retailer or dealer where you made the purchase. They'll be responsible for dealing with any problems. The retailer or dealer may choose to replace, repair or refund at their discretion. They are also responsible for any warranty claims.

If the retailer or dealer chooses to refund you for the Goods, you may need to advise them to contact us about the contract or pay the refund to us.

However, you should let us know if there is a problem with the Goods, especially if you have agreed to use them as security for the loan.

## 15. What to do if you're not happy with us or your loan

We want to make sure that you're happy. If you feel we've done something wrong or you are unhappy with your loan, let us know so we can try to put things right.

If you're still not happy after we've had a chance to fix the problem, you can get in touch with the Insurance and Financial Services Ombudsman Scheme (IFSO); your reference is Finance Now Limited FSP42822. They run a free, independent scheme for solving disputes, so they'll work with both of us to fix the problem without taking sides.

You can get in touch with them by calling 0800 888 202 or +64 4 499 7612, or you can email them at [info@ifso.nz](mailto:info@ifso.nz). They also have a website at [www.ifso.nz](http://www.ifso.nz) which explains how they can help.

Sometimes it takes a bit of time for us to sort out the problem (though we'll do our best to fix it quickly). Please give us 20 business days after you make a complaint before you get in touch with IFSO.

## 16. We can act on your instructions if you send them through eMoney or an e-mail, or if you call us

You agree that we can act on any instructions you give us through eMoney, email or telephone (including text messages), or any other electronic means, if we reasonably believe that the instruction is genuine. We'll follow our normal security procedures and any authority documents we hold for you.

You also agree to indemnify us against any losses, costs or claims that we suffer if we do act on any instruction given in one of these ways.

## 17. How we'll get in touch with you

You agree that we can contact you at the addresses and on the phone numbers you've given us. This includes sending you emails, or calling or texting, where you've given us your email address or telephone number. If you've given us your email address, we may send you an email that lets you access a notice or statement about your Credit Contract from a website or the internet, including any notice about a change to these Terms and Conditions.

## 18. When we can assume that you've heard from us

Subject to any earlier timeframes specified by law, you agree that we can assume that you've received any letter

we send seven days after we post it. If you've given us your email address, you agree we can assume you've received the email by the second working day after the day we send it (or once you acknowledge receipt, such as by replying to it if that's earlier), unless you tell us there's a problem with the email being received or we get an automatic error message after sending the email.

## 19. Our rights aren't affected if we don't act straight away, or only take some of the action that we can take

Our rights under your Credit Contract aren't waived or affected just because we don't exercise them, or don't exercise them as soon as we can.

If we exercise one of our rights once, or only partly, it doesn't mean we can't exercise that right again or fully, or exercise other rights.

## 20. We can transfer our rights or obligations under this Credit Contract

We can assign or transfer any of our rights or obligations under your Credit Contract to anyone we choose without having to get your agreement or tell you about it, unless prohibited by law. That person can then utilise our rights and/or carry out our obligations under your Credit Contract.

You agree that we can provide information or documents to the potential assignee, including any personal information about you or your credit rating information, on terms that will require the privacy of that information to be maintained.

## 21. You can't transfer your rights or obligations

You can't assign or transfer your rights or obligations under your Credit Contract unless we agree in writing first.

## 22. Things that we're not responsible for

Unless the law requires otherwise, we are not liable to you (or anyone else) on any basis for the things listed below. If you (or they) suffer any loss or cost that's listed below, or because of one of these things happening, we don't have to cover that loss or cost in any way (by paying you money or doing anything else).

- Your information being given to someone because you haven't given us your new contact details (for example, if we send information to an old mailing address because we do not have your new one).
- Any dispute between you and a retailer or dealer about the Goods or Property purchased with your loan.
- The actions of any retailer or dealer in relation to the Goods or Property purchased with your loan.
- Any defect or problem with any goods or services you've bought using your loan (including any Goods or services that you've been introduced to by us).
- Something happening that we can't reasonably control (for example, mail not being delivered properly).
- Indirect or consequential loss, or loss or damage that doesn't directly and naturally result from something we've done or failed to do. Any liability that we may have under your Credit Contract is limited to direct loss you might suffer because we've failed to do something we should have done relating to your account.
- Any loss of profit or other economic loss, or damage to reputation.
- Refusing to act or delaying if we get contradictory instructions about your loan or Credit Contract or acting on one set only of contradictory instructions.

This paragraph doesn't limit any rights you might have under the Consumer Guarantees Act 1993, Fair Trading Act 1986, Privacy Act 2020 or Credit Contracts and Consumer Finance Act 2003. If any legislation applies, our liability is limited to the greatest extent allowed under that law

## 23. We can set off amounts you owe us against amounts we owe you

If we owe you any amount under any agreement between us, we can set this off against any amount that you owe us (so that only the net amount, or balance, needs to be paid). We can apply a set off in any way that we believe is reasonable.

## 24. New Zealand law applies to this agreement

New Zealand law applies to these Terms and Conditions and your Credit Contract.

## 25. Force majeure

We will not be liable for failure to perform our obligations if the failure results directly or indirectly from force majeure, act of God, fire, explosion, industrial dispute, act of government such as change in legislation, regulation or order made under legislative authority or anything beyond our control.

## 26. Privacy Policy

This is the Privacy Statement of Finance Now Limited (we, our or us). This Statement is a summary of our full Privacy Policy, which can be found here <https://www.financenow.co.nz/helpful-info/understand-your-rights/privacy-policies>.

### 26.1 Why we collect personal information

You authorise us to collect personal information about you to enable us to communicate with you and provide or offer services to you, including assessing your application (and verifying your identity or other details), managing your account(s) and maintaining our credit records.

### 26.2 What personal information we collect and from where

The kind of information we collect from you includes your personal contact/identity details, your credit history, credit requirements and personal finances. We may also collect your personal information from, and share your personal information with, other organisations who assist us to interact/communicate with you. These include credit reporting and identification/verification agencies, other related entities (like SBS Bank and SBS Money), relevant retailers and other third parties. We may also use common internet technologies to collect data from our websites and emails.

### 26.3 Your rights

You do not have to provide your personal information to us but if you don't, we will not be able to assess your application. You are entitled at any time to request a copy of your personal information and correct that information if you think there are any errors. You can contact us on 0800 40 50 70 during business hours.

# Glossary

**Amount Financed** means the initial unpaid balance, usually made up of:

- The amount needed to purchase Goods, services or a motor vehicle, or that you've requested to borrow;
- The Establishment fee and any other fees disclosed on your Disclosure Statement;
- The premium for any Consumer Credit Related Insurance(s).

**Annual Interest Rate** means the interest rate you pay on the Unpaid Balance of your Credit Contract. Refer to paragraph 7 for an explanation of how interest is charged to your account.

**Borrower, or you,** means the person or people named in the Disclosure Statement

**Consumer Credit Related Insurance Contract** means an insurance product which protects either the Goods you are purchasing (such as an extended warranty) or your credit rating if you cannot make your payments due to illness, disability or loss of income.

**Credit Contract** means the Disclosure Statement and these Terms and Conditions, which all together explain how you and we will act.

**Default Interest** means interest we may charge on an overdue amount while it is unpaid.

**Disclosure Statement** means the Credit Sale Disclosure Statement or the Secured/Unsecured Loan Agreement Disclosure Statement, whichever is applicable.

**Early Termination Fee** means an amount we may charge to compensate us for any loss we may suffer from the early repayment of the Credit Contract.

**Goods** means any goods described in the accompanying Disclosure Statement.

**Interest Charges** means the total amount of interest calculated and documented in the Disclosure Statement, as well as any Default Interest that we may charge on an overdue amount while it is unpaid.

**Payment Schedule** means the schedule of payments in the Disclosure Statement.

**PPSA** means the Personal Property Securities Act 1999.

**Property** means the Goods, land, vehicle or any other tangible assets described in the accompanying Disclosure Statement as being subject to a Security Interest and includes any Goods, land, vehicle or other tangible assets acquired in replacement for or as additions or accessions to those Goods, land, vehicle or other tangible assets (as the context requires).

**SBS Bank** means Southland Building Society, the owner of Finance Now Limited.

**Secured Credit Contract** means a Credit Contract where the details of Goods or Property have been inserted under the heading "Security" in the accompanying Disclosure Statement.

**Security Event** means anything that has happened that could allow an unauthorised person to access your account or create a new account, such as accessing your eMoney account.

**Security Interest** has the meaning given to it under the PPSA being a Security Interest in favour of us.

**Terms and Conditions** means this document.

**Unpaid Balance** means the amount outstanding under your Agreement as at a specified date including all accrued interest and charges to that date.

# Things to know

- Please check your contact details and the disclosure details are correct.
- Please ensure you contact us if you change your address or telephone numbers.
- If you cannot make your agreed payment by the due date, call us free on 0800 30 60 90 to discuss your options.
- You are responsible for all servicing and maintenance costs of any of the goods/vehicles listed as security.
- Note your payment due dates carefully to maintain a good credit rating.
- If you wish to settle your account with a lump sum payment, contact us on 0800 40 50 70.
- Any goods used as security must be covered by an insurance policy and stored in a safe place.
- You cannot sell or gift the goods/vehicles listed as security in the agreement until you've settled your account in full or you've received written permission from us.
- Please ensure you're the intended user of the goods/vehicles and they are kept at your address detailed on the contract.
- If you selected weekly or fortnightly payments, they'll start one week/fortnight from when we receive your finance contract from the retailer or pay out your personal loan.
- If you wish to upgrade the security used for whatever reason, then please contact us so we can arrange some flexible finance options for you.



**Please make sure you read the full Terms & Conditions in this booklet to understand your rights and obligations.**

# Is there something you need right now?

## Contact us

Personal Finance **0800 299 399**

Retail Finance **0508 868 868**

Business Finance **0800 438 775**

Account Enquiries **0800 40 50 70**

General Enquiries **0800 346 669**

Payment Enquiries **0800 30 60 90**



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