

Friday, 12 March 2021

**Quote Number:** 540496 Borrower: Sample Only

> PO Box 106-935 Contract Type: Consumer

Fort Street

Auckland 1143 **Client Number:** 234524

**Broker: FSL** 

**Broker Executive:** Email:

The Borrower (as named above) requests Financial Synergy Limited ("FSL") to make a Loan to assist in funding the Insurance (as specified below) and acknowledges that upon acceptance of this Loan Request by FSL, a Loan Agreement automatically exists between FSL (as lender) and the Borrower upon the terms and conditions set out below and in the Premium Funding Master Agreement between the Borrower and FSL. The Financial Markets Conducts Regulations 2014 prescribed statement. You are protected by responsible lending laws. Because of these protections, the recommendations given to you about this insurance premium funding loan are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

#### Insurance to be Funded

Period of Insurance: 01/Mar/2021 to 01/Mar/2022

Policy No	Insurance Co	Class	Inception	End	Net Premium	GST	Premium
TBA	VERO	DOM	01/Mar/2021	01/Mar/2022	\$2,173.91	\$326.09	\$2,500.00
					Total		\$2,500.00

#### **PAYMENTS** After payment of the First Payment Amount, you are required to make each payment of the amount specified and by the time specified.

Timing of payments		Number of payments	Amount of each payment	Total amount of payments
First Payment Amount	Due Now	1	\$275.00	\$275.00
Frequency	Monthly	10	\$242.55	\$2,425.50
First Payment	01/Apr/2021			
Last Payment	01/Jan/2022			
Total Payments		11		\$2,700.50

#### INTEREST

\$175.50 Annual Interest Rate: Total interest charges:

Fixed for the whole term of the contract. This is the total amount of the interest charges payable under the contract.

Method of charging interest: Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate.

The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account monthly.

#### **CREDIT DETAILS:**

The initial unpaid balance is \$2,425.50. This figure is calculated as follows: Total Premium, less the deposit amount, plus the interest charge.

This is the amount you will owe as at the date the Loan Request is accepted by FSL (including any fees charged by FSL) -

**Total Premium** \$2.500.00 Interest \$175.50 FSL Administration Fee \$25.00

\$275.00 First Payment Amount

#### **DEPOSIT AMOUNT**

The following First Payment Amount is due upon FSL's acceptance of this Loan Agreement.

10.00% Deposit of premium \$250.00 FSL Administration Fee \$25.00 First Payment Amount Due Now \$275.00

### BORROWER WARRANTIES AND DECLARATIONS

The Borrower: (a) warrants that the contents of the Borrower's request for an Insurance Premium Funding Quotation, and all other details supplied to FSL in connection with the Premium Funding Master Agreement and this Loan Request are true and correct; and (b) acknowledges: (i) receipt of a copy of all the terms and conditions of the Premium Funding Master Agreement and all Loan Agreements; (ii) the Borrower has read and understands such terms and conditions; (iii) the Borrower is fully capable of repaying the proposed loan based on their current and foreseeable financial position; (iv) the Borrower has had no credit defaults in the last 12 months; (v) the Borrower has received independent professional advice regarding the proposed loan or has waived this right, and (vi) the Borrower has had not less than 5 working days to fully consider the terms of this Loan Request before accepting.

Borrower print full name:			 Print full name:	 			
Signature:			_ Signature:	 			
Dated:	,	1	Dated:	,	,		

The offer of finance set out in this Premium Funding Agreement expires on the date 14 days after the date of the Loan Request form. In the event you sign and return this Premium Funding Agreement (together with all other documents required by FSL) after the expiry of the 14 day period, FSL may decide at its sole discretion to provide finance to you on the terms of this Premium Funding Agreement. We are collecting the personal information you provide to us in this form. You can find out more about the information we collect and how we use it in our Privacy Policy Signed to and on behalf of Financial Synergy Limited by www.financialsynergy.co.nz



David Hair 12 March 2021



## **Financial Synergy Limited Consumer Credit Application Form**

# Personal Details:

Applicant 1 Full Name	Date of E	Birth
Personal Email Address 1	Mobile N	lumber
Applicant 2 Full Name if joint application)	Date of	Birth
Personal Email Address 2	Mobile N	lumber
Current Residential Address		
I/We require this loan pro	duct to fund my/our insurance(s) as specified in the Loan Re	equest form.
	ernative methods of financing my/our Insurance(s) as specif	·
I/We have determined that in the Loan Request form	at this loan product meets my/our requirements to fund my/o	our Insurance(s) as specified
Your Finances:		
	e for you. The below questions help us understand your needs and your	situation and will allow us to make an
A. Household Income Monthl (Just enter numbers, e.g. 2000)	ne information provided will be kept confidential.	
nformed decision about your loan. All the A. Household Income Monthle	ne information provided will be kept confidential.	Household Expenses (per month)
A. Household Income Monthl (Just enter numbers, e.g. 2000)	y after Tax  B.	Household Expenses (per month) (Just enter numbers, e.g. 2000)
A. Household Income Monthl (Just enter numbers, e.g. 2000)	y after Tax  B.  Mortgage/Rent	Household Expenses (per month) (Just enter numbers, e.g. 2000)
A. Household Income Monthl (Just enter numbers, e.g. 2000)	y after Tax  B.  Mortgage/Rent  Credit Cards/HPs/Loans  Other (including food, power, phones, rates,	Household Expenses (per month) (Just enter numbers, e.g. 2000)
A. Household Income Monthl (Just enter numbers, e.g. 2000)  (This includes any investment income)  Are you aware of any likely of	y after Tax  B.  Mortgage/Rent  Credit Cards/HPs/Loans  Other (including food, power, phones, rates, exluding insurance costs)	Household Expenses (per month) (Just enter numbers, e.g. 2000)  \$ \$ \$
A. Household Income Monthl (Just enter numbers, e.g. 2000)  (This includes any investment income)	y after Tax  B.  Mortgage/Rent  Credit Cards/HPs/Loans  Other (including food, power, phones, rates, exluding insurance costs)  Total  Changes to your income or expenses over the term of the loan?	Household Expenses (per month) (Just enter numbers, e.g. 2000)  \$ \$ \$
A. Household Income Monthl (Just enter numbers, e.g. 2000)  (This includes any investment income)  Are you aware of any likely of Yes No  If yes, please of the property of th	y after Tax  B.  Mortgage/Rent  Credit Cards/HPs/Loans  Other (including food, power, phones, rates, exluding insurance costs)  Total  Changes to your income or expenses over the term of the loan?	Household Expenses (per month) (Just enter numbers, e.g. 2000)  \$ \$ \$
A. Household Income Monthl (Just enter numbers, e.g. 2000)  (This includes any investment income)  Are you aware of any likely of Yes No	y after Tax  B.  Mortgage/Rent  Credit Cards/HPs/Loans  Other (including food, power, phones, rates, exluding insurance costs)  Total  Changes to your income or expenses over the term of the loan?	Household Expenses (per month) (Just enter numbers, e.g. 2000)  \$ \$ \$
A. Household Income Monthl (Just enter numbers, e.g. 2000)  (This includes any investment income)  Are you aware of any likely of yes. No  If yes, please of Signature  Signature  I (we), confirm that the information	y after Tax  B.  Mortgage/Rent  Credit Cards/HPs/Loans  Other (including food, power, phones, rates, exluding insurance costs)  Total  changes to your income or expenses over the term of the loan?	Household Expenses (per month) (Just enter numbers, e.g. 2000)  \$ \$ \$ \$ \$

#### DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACTS

(other than revolving credit contracts)

Initial disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 for consumer credit contracts other than revolving credit contracts.

IMPORTANT --- This document sets out the key information about your consumer credit contract. You should read it thoroughly.

If you do not understand anything in this document, you should seek independent advice. You should keep this disclosure statement and a copy of your consumer credit contract in a safe place.

The law gives you a limited right to cancel the consumer credit contract. See the statement of right to cancel below and your consumer credit contract for full details of your right to cancel. Note that strict time limits apply.

FULL NAME AND ADDRESS OF CREDITOR: This is the company providing you with the credit. You may send notices to the creditor by writing to the creditor at the creditor's postal address; Name: Financial Synergy Limited Physical address: Level 13, 57 Fort Street, Auckland. Sending an email to the address specified. Postal address: P.O. Box 106-935, Auckland 1143. Email: info@financialsynergy.co.nz

CREDIT FEES AND CHARGES: The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract. Your credit contract may allow FSL to vary this/these fee(s) and charge(s)\$50.00 Default/Cancellation Fee payable upon default by you or upon cancellation of the contract (as applicable) Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

CONTINUING DISCLOSURE: The creditor may be required to provide you with regular statements. The statements will give you information about your account. Statements will be provided not less than every six months during the term of the contract.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS: Security Interest. This is secured credit. If you fail to meet your commitments under the contract, FSL may be entitled to repossess and sell this property. Description of security interest(s)

Property which is (or will be) subject to a security interest:

- Your right to cancel the Insurance.
- The Insurance Proceeds, as defined in the Premium Funding Master Agreement.

If you are in default of your obligations under the contract, FSL may cancel the Insurance, receive the Insurance Proceeds from the insurer and apply the Insurance Proceeds in payment of amounts owing by you under the contract. If the Insurance Proceeds received by FSL on cancellation of the Insurance are insufficient to repay all amounts owed by you to FSL under the contract you will remain liable to FSL for the shortfall.

You are not entitled to cancel the Insurance or grant any third party any rights with respect to the property the subject of the security interest (as set out above). If you do so, FSL will be able to exercise its rights under the security interest to cancel the Insurance and receive the Insurance proceeds.

DEFAULT INTEREST CHARGES AND DEFAULT FEES: In the event of a default in payment and while the default continues you must pay the default interest charges. Default interest is 5% above the prevailing published Westpac Personal Overdraft interest rate on any overdue amount.

In addition, in the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable by you. Your credit contract may allow FSL to vary these fees and charges. Default fees: \$50.00 cancellation fee on any early termination. All loss and costs of any nature incurred by FSL arising directly or indirectly from a breach of the contract or the Premium Funding Master Agreement.

FULL PREPAYMENT: If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to compensate the creditor for any loss resulting from the full prepayment. The creditor may have suffered a loss if the creditor's current interest rate is lower than the interest rate applying to your original consumer credit contract. You may also have to pay the creditor's administrative costs relating to the full prepayment. The amount you may have to pay to compensate the creditor for the loss is calculated using the formula prescribed in regulation 9 or regulation 11 of the Credit Contracts and Consumer Finance Regulations 2004. FSL also charges a \$50 administration fee for early repayment.

- RIGHT TO CANCEL: You are entitled to cancel the consumer credit contract by giving notice to FSL. Time limits for cancellation:

   If the disclosure documents are handed to you directly you must give notice that you intend to cancel within 5 working days after you receive the documents.

   If the disclosure documents are sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent. If the documents are mailed to you, you must give the notice within 9 working days after they were posted. Saturdays, Sundays and set they have documents are mailed to you, you must give the notice within 9 working days after they were posted. Saturdays, Sundays and
  - national public holidays are not counted as working days.

How to cancel: To cancel, you must give FSL written notice that you intend to cancel the contract by giving notice to FSL or an employee or agent of FSL; or posting the notice to FSL or an agent of FSL; or emailing the notice to FSL's email address (if specified on the front of this disclosure statement); or sending the notice to FSL's fax address (if specified on the front of this disclosure statement). You must also, within the same time, return to FSL any advance and any other property received by you under the contract

What you may have to pay if you to cancel: If you cancel the contract, FSL can charge you the amount of any reasonable expenses it has had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc). If you cancel the contract, FSL can also charge you interest for the period from the day you received the advance until the day you repay the advance.

WHAT TO DO IF YOU SUFFER UNFORSEEN HARDSHIP: If you are unable reasonably to keep up with your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to FSL for a hardship variation. To apply for a hardship variation, you need to: make an application in writing; and explain your reason(s) for the application; and request one of the following: an extension of the term of the contract (which will reduce the amount of each payment due under the contract);a postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or both of the above; and give the application to FSL. Do this as soon as possible. If you leave it for too long, FSL may not have to consider your application.

> Name of Dispute Resolution Scheme: Financial Dispute Resolution It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you resolve any disagreements you have with FSL.

Contact details of the dispute resolution scheme: Phone: 0508 337 337 Website: www.fdr.org.nz Business Address: Level 9, 109 Featherstone Street, Wellington 6011.

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER:

Creditor registration name: Financial Synergy Limited. Registration Number: FSP25762