

# Personal Loans Terms

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## Important notice

### **You need to read this document.**

It sets out specific terms and conditions on which we agree to provide you with personal loan. You must read it in conjunction with our Client Terms, the product brochure and any other documents forming our banking agreement. To the extent of any inconsistency between these terms and our Client Terms, these terms prevail and if there is any inconsistency between the approval and any other part of our banking agreement, then the terms in the approval prevail..

### **Key words**

The meaning of key words and other words used in our banking agreement is explained in our Client Terms. Some additional key words which apply to the products referred to in these terms are explained at the end of these terms.

## Part A - Personal loans

### 1. Choosing the loan that is right for you

We can structure your personal loan to suit your personal banking needs. If you need us to explain any of the features of, or the terms applying to, any personal loan products, please contact us.

### 2. The loan

#### We must provide the loan

2.1 If we issue an approval, we agree to provide a loan up to the limit approved. The limit may be different to the limit you applied for.

#### Purpose

2.2 You must use the loan only for the purpose set out in the application or as otherwise approved by us. You must not use the loan for any purposes that might be prohibited by any competent regulatory authority.

#### Top up loan

2.3 If you ask, we may agree to provide a top up loan by way of single drawdown on terms we notify.

#### How we provide the loan

2.4 Usually we provide the loan by depositing it into the nominated account. However, if you ask and we agree, we may give you a cheque for the loan. The instalments are payable even if the cheque is not cashed.

2.5 Fees and charges that are applicable on the loan may be deducted from the loan before depositing it into the nominated account. Please contact us for details of any applicable fees.

### 3. Interest, fees and charges

#### Interest

3.1 You must pay interest on the loan monthly in arrears at the rate set out in the approval or otherwise in our banking agreement or any other rate we determine.

3.2 Interest accrues on daily basis. For loans booked after 17 July 2014, interest is calculated on the basis of 30 days per month and base days of 360 days in a year (For loans booked prior to 17 July 2014, interest is calculated on actual days per month and base days of 360 days per year)

3.3 Interest is charged to your account on daily basis.

3.4 Interest is payable on the dates set out in the approval or elsewhere in our banking agreement.

3.5 We may charge a late payment fee on any overdue payment as set out in the Service and Price Guide or elsewhere in our banking agreement.

3.6 If we vary the interest rate, we will give you 30 days prior notice in writing and we will provide you with the effective date of the revised interest rate.

3.7 If the period between the date of drawdown until the first instalment date is more than 30 days, interest for the enlarged instalment period is payable in advance and will be charged with the first instalment. If the period between the date of drawdown until the first instalment date is less than 30 days, we will still charge you interest on 30 days but we will refund you the additional interest charged at the end of the loan tenure.

#### Fees and charges

3.8 The fees and charges for the loan are set out in the Service and Price Guide or other documents forming our banking agreement. We can unilaterally decide to change or introduce new fees to the loan.

#### 4. Repayment

##### Repayment by instalments

- 4.1 You must repay the loan in instalments as mentioned in the Important Information Document. We notify you the amount of the instalment and each instalment payment date.
- 4.2 Any balance owing for the loan account (after payment of all instalments) must be repaid on the final payment date we notify you. The instalments are payable even if you do not withdraw any of the loan funds we deposit in the nominated account.
- 4.3 We may use amounts we receive from any of your instalments to pay interest rather than to reduce the principal amount you owe us or to pay amounts you owe us in any order we choose. For example, we may allocate a higher proportion of any one or more of your instalments to interest rather than to the principal amount you owe us.
- 4.4 If we vary the interest rate on the loan, we may vary the instalment amount and the number of instalments.

##### Deferred repayment

- 4.5 If you ask, we may agree to defer a particular monthly instalment. If this happens, you must pay the additional interest accrued on the deferred instalment amount on the final payment date we notify to you.

##### Methods of repayment

- 4.6 We advise you of the manner in which you must repay the instalments. For example, we may ask you to designate an account for repayment by direct debit and give us documents to facilitate direct debit from the designated account.
- 4.7 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.
- 4.8 You must ensure that any payment instrument or payment instruction is honoured. For example, you must:
- ensure that you have sufficient funds in the account to be debited (including any account with another financial institution or the nominated account);
  - not stop cheques;
  - not cancel or vary any payment arrangement (unless we ask you to do so to reflect a change in the instalments) or close or change the account on which cheques are drawn.

##### Post-dated cheques

- 4.9 If we require you to repay by postdated cheques, you:
- must give us post-dated cheques in our favour for an amount equal to each instalment amount;
  - must replace the cheques if we ask.
- 4.10 If we increase the interest rate, you must give us additional post dated cheques to cover the additional interest on the loan.

##### Automatic payment from account with another institution

- 4.11 If we require you to repay by automatic payment from an account with another financial institution you must:
- organise a payment arrangement with the other financial institution under which an amount equal to each instalment amount, is debited from that account and deposited in your nominated account on each instalment payment date and give us satisfactory evidence that this is in place; or
  - provide us with any authority we require to enable us to debit the instalment amount, to that account; or

**What happens if you do not pay**

4.12 If you do not make an instalment payment on or before the relevant due date:

- the loan plus all accrued but unpaid interest plus any other sum due to us may become immediately due and payable; and
- we will charge you a late payment fee as set out in Service and Price Guide or elsewhere in our banking agreement.

**5. Prepayment**

**Prepayment**

5.1 You may prepay all or part of the loan if:

- you give us reasonable notice in writing; and
- when you prepay, you also pay all accrued but unpaid interest, fees and charges in connection with the loan (including any early settlement fees) as set out in the Service and Price Guide.

If you are unable to give us reasonable notice of prepayment, we may require you to pay us an amount equal to one month's interest on the loan.

**Partial prepayment**

5.2 If you prepay only part of the loan, early settlement fee is payable as set out in the Service & Price guide. An amount prepaid reduces the remaining instalments due.

**Right to reborrow**

5.3 You may only reborrow an amount prepaid if our approval indicates that the loan permits redraw (known as a revolving loan) and if you satisfy our usual conditions for permitting reborrowing. Any amount you reborrow forms part of the loan.

**6. Additional services for your account**

6.1 We may offer additional services for your account or nominated account. These may include balance transfer programmes, funds transfer programmes and any other services we advise you or which are otherwise available from time to time. You can find out more about available services by contacting us.

6.2 If you sign up for additional services, you are bound by the terms of the additional services. To the extent of any inconsistency between the terms of the additional services and our banking agreement, our banking agreement prevails unless the terms of the additional services specify otherwise.

**7. Cancellation**

Our Client Terms set out when you and we may end your use of any product and what you need to do if that happens. This includes immediate payment of the balance owing for the account. This clause sets out additional circumstances in which you or we may cancel the loan.

We may allow you to cancel the loan by giving us reasonable notice in writing. However, we may charge you a cancellation fee as set out in the Service & Price Guide.

**8. Security under salary transfer loan**

8.1 This clause applies if your loan is a salary transfer loan.

**Security over end of service benefits**

8.2 You unconditionally and irrevocably assign your end of service benefits (if available) to us as continuing security for the balance owing on the loan account

As this is a “security” for the purposes of our banking agreement, certain provisions in our Client Terms apply (see for example Parts I and J).

- 8.3 You represent and warrant that your end of service benefits are free from any security interest (other than any security interest you grant to us). You must not create or permit anyone to create a security interest over your end of service benefits.
- 8.4 You must notify your employer that you have assigned your end of service benefits to us and irrevocably authorise your employer to deal with them in accordance with our instructions. You must not give instructions to the contrary to your employer. The notice must be in the form we specify.
- 8.5 You agree to do all things necessary to complete the assignment.
- 8.6 If you request in writing, we may reassign your end of service benefits to you when we determine that there is no balance owing on the loan. You must pay any cost in connection with the reassignment.
- 8.7 You authorise us to set-off your end of service benefits or any other security interest against the balance owing under the loan.
- 8.8 In addition to you consenting to our disclosing your information to certain third parties under our banking agreement, you consent to each member of the Standard Chartered Group, its officers, employees, agents and advisers disclosing information on you (including details of the accounts products or any security) to your employer and its holding companies, subsidiaries or affiliates. You also consent to us finding out from your employer the status of your employment.

**We may apply your salary**

- 8.9 You irrevocably authorise us to apply any salary payment credited to your nominated account towards instalments which become due and payable under the loan on the date when the salary payment is credited (whether such date is earlier or later than the usual date of deposit).
- 8.10 You will not receive interest or any other advantage if we apply any salary payment in accordance with clause 8.9

## Part B - Meaning of words

### 9. Meaning of words

You also need to refer to our Client Terms which also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of personal loans and personal lines of credit/overdrafts.

**default rate** means the rate of interest per annum which applies to overdue payments or amounts owing in excess of a limit as set out in our banking agreement.

**end of service benefits** means all your end of service benefits payable to you in connection with your employment by your employer.

**limit** means, for a personal loan or a line of credit/overdraft, the limit set out in the approval for the product (as we may vary at any time).

**loan** means the outstanding principal amount of each drawdown of a loan made under Part A of these terms. It includes a top up loan.

**nominated account** means a savings account or current account opened and maintained by us for you which you and we have agreed is to be the account into which we may deposit the loan and from which we may debit installments.

**our banking agreement** means the agreement between you and us formed when we accept an application from you, the terms of which include our Client Terms and these terms.