



PERSONAL LOAN - TERMS & CONDITIONS

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1. THE LOAN AGREEMENT

- This Credit Agreement records everything that the Borrower may need to know about the loan and encompasses the rights of both the Bank and the Borrower. The Bank undertakes to explain all the necessary terms and conditions to the Borrower and should further clarification be required on any aspect of this application.
- For purposes of this Credit Agreement the words “you” or “your” means the Borrower / the principal debtor who is responsible for the loan.
- For purposes of this Credit Agreement the words “us”, “our”, “we” or “the Bank” only refers to First National Bank of Namibia Limited

2. WE MUST CONFIRM YOUR INFORMATION BEFORE WE CAN GIVE YOU THE LOAN

Until we have received and confirmed ALL the required information and documentation we will not be obliged to give you the loan.

3. EARLY PAYMENT IS ALLOWED WITHOUT PENALTY

You can pay us what you owe us before the date for payment arrives. If you do this we will not charge you any penalty fees. We will use this money you have paid in the following order, to cover any arrears, interest, fees and then the loan amount we gave you before we added the interest and our fees.

4. EARLY SETTLEMENT OF ENTIRE AMOUNT YOU OWE US IS ALLOWED

You may pay any amount you owe the Bank under this Credit Agreement even if it is before the date which the payment is due and we will not charge you penalty fees. If you want to pay the Bank everything you owe it at any time, you must request a settlement amount. The settlement amount is made up out of any arrears you may owe us, the unpaid balance of your loan (loan amount), unpaid interest, plus other fees and charges payable up to the date of settlement. We will give you the settlement quotation at no cost to you within 5 (five) business days from when you request the quotation. The settlement quotation may be given to you in one of the following ways: in person, mail, e-mail, fax, telephone or other electronic forms of communication. The settlement amount quoted must be paid within 5 (five) business days from the date that it was delivered. If you do not pay the Bank what you owe the bank within the 5 (five) business days, the settlement quotation will no longer be valid. The Credit Agreement will continue as normal and you will need to get a new settlement quotation if you still want to pay up your loan early.

5. IF YOU PAY LATE WE WILL CHARGE YOU INTEREST

In addition to our other rights in law, we will charge you interest on the amounts that have not been paid on time. The interest rate we will charge you is written on your Credit Agreement. The interest we charge you will be equal to the interest rate we agreed to with you for the loan amount.

6. STATEMENTS

- You must check that your statements are correct when you receive them. You must report any errors or queries to us in writing using registered post or hand delivery at our address shown on the quotation.
- If there is a dispute in respect of the items appearing on a statement, our records will be the primary source of proof.

7. WHEN YOU BREACH YOUR AGREEMENT WITH US WE CAN ENFORCE OR TERMINATE OUR AGREEMENT WITH YOU.

You will breach your agreement with us if you commit any of the following acts and do not fix them (if possible) within the time allowed. If this happens we can take steps to enforce our agreement with you or cancel our agreement with you.

- If you or your employer doesn't pay any amount you owe us on the date it must be paid or if a debit/stop order on your account doesn't go through because there is no money in your account – i.e. if you don't pay.
- If you do not comply with any provision in our agreement, all of which you agree are material.

- If you do not comply with any judgment that was made against you within 7 (seven) days after it was made.
- If you commit any act of insolvency as set out in the Insolvency Act 24 of 1936 (as amended).
- If you are provisionally or finally sequestrated / liquidated (whether voluntarily or compulsorily).
- You enter into a compromise with your creditors.
- Your financial position deteriorates substantially.
- If you sell all or a big part of your assets.
- If you give us any information in your loan application that is not correct.
- If you didn't tell us important information that would have changed our decision about whether we should give you a loan or not or what amount we should lend you.
- If you do, or allow someone else to do anything that may hurt our rights or interests.
- If you do not pay or are late in paying the rates and taxes or insurance premiums on any property mortgaged or pledged to us as security for your loan or if you do not have valid credit protection insurance.
- You do anything that may prejudice us or if the security held by us is lost or diminished in any way and is not replaced by similar security within 30 (thirty) days of such security being lost or diminished.

8. YOU CAN REINSTATE THE AGREEMENT BY PAYING

If you are in default you can reinstate the agreement at any time by paying us the payments you missed, plus the default charges we can charge you in law, plus those reasonable costs we spent in trying to recover the money you owed us, up to the time our agreement with you was reinstated.

9. STEPS WE CAN TAKE IF YOU BREACH THIS CREDIT AGREEMENT

If you breach this agreement we can take the following steps to protect our right under the Agreement. Without changing or limiting our common law rights or our other rights, the following procedure will be followed if you do not fix your breach within a certain time after we have given you notice to do so:

We will send you a letter, by registered post, drawing the problem (default) to your attention. The letter will give you at least 10 (ten) days to fix the problem, or will suggest that you either refer your agreement with us to an Alternative Dispute Resolution Forum, or an Ombudsman who has the authority to decide on the matter. The purpose of this is to resolve the dispute between you and us and enable you and us to agree on an arrangement to bring your payments up to date.

If you have been in default for at least 20 (twenty) days and you have not responded to the default letter or you have responded but have rejected our proposal we can take steps against you, which includes handing your loan agreement to our attorneys for recovery. (The 10 (ten) day notice period we give you may run concurrently with the 20 (twenty) day default period.) We can give you notice to terminate any reviews of the credit agreement that are in default at the time of such review.

10. TERMINATION OF THIS AGREEMENT

This agreement will terminate automatically once everything you owe us has been paid in full. If you apply for a further loan, we have the right to settle the existing personal loan you have with us from the proceeds of the new loan and the balance will be paid out to you as your new loan.

11. YOU MUST PAY COLLECTION COSTS IF YOU BREACH THIS AGREEMENT (DEFAULT) AND/OR IF WE INSTITUTE COLLECTION PROCEEDINGS AGAINST YOU

In the event of default, the Bank will institute legal proceedings for the recovery of all outstanding sums. We will only charge you collection costs if we have to enforce the terms and conditions of your agreement. Any costs we may pay to recover the debt will be limited to the amounts we are permitted to charge as per the applicable legislation in force in the Republic of Namibia from time to time, whichever applies to the court we approach to enforce your agreement with us. This will include legal costs as on the scale between an attorney and his own client (attorney and client cost if the magistrate's court being used), collection commission, tracing fees and other fees or disbursements we must pay to collect any amounts you owe us, including, if applicable, value-added tax.

The default administration charges will be charged to you at our choice for each letter sent to you.

12. HOW DISPUTES BETWEEN YOU AND US CAN BE RESOLVED:

You can contact our help desk number which is written on the quotation to make a complaint. You have the right to resolve a complaint using alternate dispute resolution.

13. SET-OFF

The Bank has the right, where you are in default with your Credit Agreement to:

- Set-off any outstanding amounts that are due and payable against funds (credits) available in other accounts you have with the Bank;
- Promptly confirm that it has affected set-off in respect of any of your accounts, which set-off position will reflect the balance of your loan account.

14. AMENDING THIS CREDIT AGREEMENT

In general, no changes to the terms or conditions of your Credit Agreement will be legally binding on you unless you are notified of the change. You will receive at least 15 (fifteen) business days written notice of the change.

15. ADDRESS FOR RECEIVING NOTICES AND LEGAL DOCUMENTS

- We may send you any correspondence (including statements) to the address/numbers written in the agreement using, ordinary post, fax, email, SMS or other similar technology. Legal notices and summonses will be served at the street address written on the agreement which is the address you choose as your domicilium: the address where you will receive legal notices and summonses. You must send any legal notices or summonses to us at the following address, which we choose as our domicilium: FNB One Legal, 2nd Floor, Momentum Building, Post Street Mall, Windhoek.
- You must notify us of any changes in any of your addresses by post, fax, email, or via our call centre or any First National Bank Branch. Our systems may take up to 14 (fourteen) days to register the change. When you change your street address, you must give us proof of your new address.
- Any correspondence we send to you:
 - by post, will be considered to have been received by you within 7 (seven) days of posting;
 - by hand, will be considered to have been received by you on the date of delivery;
 - by fax, will be considered to have been received by you on the date shown in the transmission report;
 - by email or SMS or other electronic means, will be considered to have been received by you on the day that it was sent.
- Any written notice actually received will be deemed to be adequate written notice.

16. DATA PROTECTION

We will process (collect, use, store or otherwise deal with) your personal information for the purposes this loan agreement. The personal information will be processed in accordance with our privacy policy which may be accessed through <https://www.fnbnamibia.com.na/legal/privacyPolicy.html> and the requirements of applicable law.

17. GENERAL

- A certificate signed by any authorised employee of First National Bank (whose appointment or authority we do not have to prove) will be prima facie evidence of our agreement with you, your account, what you owe us, the interest rate that applies and any other matter arising from our agreement with you.
- You may not cede or transfer any rights or transfer any duties under your and our agreement. We can at any time and without giving you notice cede or transfer any of our duties and/or rights in terms of this agreement.
- While we may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, we can still insist on the strict application of any or all of our rights at a later stage. You must not assume that this means that our agreement with you has been changed or that it no longer applies to you.
- You and Bank must both agree in writing to any changes to your and our agreement.
- Each and every clause of our agreement is severable from the others and the invalidity of one or more of the clauses will not affect the remainder of the agreement, which shall remain in full force and effect.
- Unless otherwise stated no agent's commission is payable.
- We can ask you to pay extra costs, charges or other amounts we are required to charge you, which we did not foresee and we did not ask you to pay when you applied for the loan.
- The headings in clauses are provided for convenience only and must not be used to interpret this agreement.
- First National Bank of Namibia Limited holds professional indemnity insurance.