

# Personal Loan Conditions

## February 2022

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 the bank a fixed monthly instalment. An instalment consists of repayment and interest (cost of credit). By paying the instalments, you will have repaid your loan on the agreed date. The interest rate is fixed and will not change during the term of your loan.

### 2. How will the loan be provided?

The bank will pay the amount you borrow (i.e. the amount of credit) into your bank account as a lump sum. If you have taken out the loan to pay off another loan, the bank will transfer the amount to the bank account of the other lender if that is what we have agreed. Repaid instalments cannot be drawn down again.

### 3. How much will I owe?

- a. You are expected to pay the same instalment every month. The monthly payment is made up of one part interest and one part repayment. The amount of the monthly instalment is fixed and will not change during the term of the loan.
- b. You will owe the same interest rate on arrears as the interest rate agreed on the loan. The interest you will owe on arrears is referred to as default interest. If you fail to pay your scheduled monthly instalment, the bank will send you a notice of default. You will owe default interest on the amount you failed to pay by the due date (i.e. the outstanding amount). You will continue to owe default interest until you have paid the full outstanding amount, even if the bank has called in the loan and expects you to repay it as a lump sum.
- c. Your repayments are listed in the transaction statement of your loan. You can request your repayment schedule at any time at no charge.

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

- a. You will always have the option to repay more than your scheduled monthly instalments. There is no extra charge for early repayments. You can make extra repayments by using iDEAL or by transferring an amount to bank account number NL18 ABNA 0839 5816 02 in the name of ABN AMRO Kredieten B.V., with reference to the contract number.
- b. If your payment is higher than the scheduled monthly instalment, any excess will be regarded as an extra repayment and will be deducted from your outstanding balance. Any extra repayments will first be put towards default interest, then towards interest and lastly towards the principal of the loan. The extra repayment will lower your interest expense over the full term of your loan.
- c. If you want to repay the entire loan as a lump sum, we expect you to submit a request for information on the full outstanding amount. Once you know what the full outstanding amount is, you can transfer the payment to us.

### 5. What will trigger the bank to request more information?

- a. If considered expedient by you or the bank, the bank may re-evaluate, during the term of the loan, whether the loan is still appropriate to your financial situation. You are expected to cooperate in the re-evaluation process by providing the bank with the required information.
- b. The bank has the right to ask you to provide additional information during the term of the loan, for instance within the scope of the prevention of money-laundering and/or fraud, or as part of its duty of care. You are expected to cooperate by providing the bank with the required information.

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

The loan will still have to be repaid in the event of your death. 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. The bank may do so if:

- a. You have been in default for two months. 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 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 have 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.

e. You have died and the bank has reason to believe that the obligations under the credit agreement will not be met.

#### 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, specifying the total amount payable (including interest).
- 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 lenders 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 high 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. modernisation, redesign or streamlining); or
  - iv. any other changes in circumstances or opinions causing the bank to have a reasonable interest in a change. In this context, changes are also taken to mean supplementary conditions.
- b. The bank cannot exercise this right to change these conditions 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. The bank cannot unilaterally change the cost of credit or otherwise unilaterally increase your obligations.
- c. The bank will notify you of any changes at least two months before their effective date unless a statutory or regulatory requirement for the bank dictates that a particular change is to take immediate effect. 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 is no extra charge for full repayment.

#### 10. What else do I need to know?

- a. Once you have submitted your loan application, the bank will screen all information you have provided. The credit agreement will take effect as soon as you have been notified that the bank has approved your application. The bank will then proceed to pay out the loan.
- b. The loan can be used for the specified purpose only.
- c. Falling into default may have serious consequences. These include the forced sale of your assets and potential rejection of future loan applications.
- d. The relationship between you and the bank is governed by the General Conditions of ABN AMRO Bank N.V. In the event of any discrepancies between these Personal Loan Conditions and the General Conditions of ABN AMRO Bank N.V., these Personal Loan Conditions will prevail.
- e. You will authorise the bank in advance to direct-debit your account for the monthly instalments/fees and costs/interest.

## Any questions?

For more information:

- ▶ go to <https://www.abnamro.nl/en/personal/loans/index.html>; 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:

- ▶ go to <https://www.abnamro.nl/en/personal/overabnamro/complaints/index.html>; or
- ▶ call **0800-0240712** (toll-free in the Netherlands)

The bank is committed to resolving every complaint to the client's satisfaction. If you do not agree with how the bank proposes to resolve the problem, please write to:

ABN AMRO  
Complaints Management  
Postbus 283  
1000 EA Amsterdam  
The Netherlands

Complaints Management will deal with your complaint. If you are not happy with the outcome, 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. You can submit your complaint online by creating an account via My Kifid: <http://consument.kifid.nl/>.

You can also submit your complaint by post via the Kifid complaints form

<https://www.kifid.nl/wp-content/uploads/2021/10/Kifid-Klachtformulier-consument-1-oktober-2021.pdf>

You can send your complaint to:

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

Complaints can (currently) be submitted free of charge. If you want to appeal, you do have to pay an amount.

If we have not responded to the subject matter of your complaint within eight weeks of you having submitted it or six weeks of you having been sent confirmation of receipt, you can refer your complaint to Kifid within one year of officially having filed it. For more information, please visit <https://www.kifid.nl/file-a-complaint/>.

Alternatively, you can also file your complaint via <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. 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](http://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.

AFM is located at:  
Vijzelgracht 50  
1017 HS Amsterdam  
The Netherlands

DNB is located at:  
Spaklerweg 4

1096 EA Amsterdam  
The Netherlands

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 NL82 06 46 660 B01.