

Home Loans

Terms and Conditions

Loan Agreement

In your loan summary, these loan terms and conditions, and loan variation letters we talk about your loan agreement. We have different terms and conditions for the different loans we offer, for example home, personal, business loans and loans to community-based organisations. We'll tell you in your loan summary which version of our terms and conditions describe in your loan summary form your loan with us.

These loan terms and conditions can apply to more than one loan you have with us. Each loan summary and the loan terms and conditions described in that loan summary forms a separate loan agreement with us. That loan agreement may be amended by loan variation letters from time to time.

Your loan agreement may also be made up of more than one loan with us. Generally, this can happen in the situations below.

- You've asked us to split your original loan into separate loan amounts. Different interest rates, repayments, or loan terms will apply to each of these loan amounts.
- You've asked us to restructure your loan during a fixed-rate period, and we give you a new loan on the new terms you've asked for and you use it to repay your existing fixed-rate loan.

Unless we've said otherwise each new loan we give you in these situations, will form part of your original loan agreement with us. All the terms and conditions in your existing loan agreement will apply to your new loan, except to the extent we've set out in any loan variation letter. We may give you a separate loan number for your new loan, and send you separate loan statements or other information about your new loan.

When we give you a new loan, you agree to repay the loan amount, and any interest or fees we charge. Any security you've already given us under your loan agreement will secure your new loan.

Loan Amount

The loan amount set out in your loan summary or loan variation letters is the maximum amount we're lending you under your loan. The loan amount includes money we're lending you to pay fees for your loans and is also your credit limit. Other amounts can also be included in your loan amount. For example, interest we've charged until you pay it.

Loan Variation Letter

We may confirm changes we make to your loan by sending or giving you a loan variation letter. For more information about the charges, we can make to your loan and how we'll give you information about those changes, see the sections "We can change the terms and conditions of your loan agreement" and "how we will contact you about your loan".

Outstanding Balance

If your loan summary includes an outstanding balance; it means you already owe money on your loan.

If you had an existing loan and asked to borrow more money, then we may have agreed to give you a new loan, but with the same loan account number. The new loan would include the money you already owed and its outstanding balance. Your previous loan amount statements set out what makes up that amount. The outstanding balance will include interest we've calculated but haven't charged yet.

For example, you have an existing loan of \$100,000, used to buy a house. We agree to lend you an extra \$30,000 to repair the house. Instead of giving you a separate loan of \$30,000, we draw up a new loan agreement for you for \$130,000.

We will use \$100,000 of that new loan to repay your existing loan. Your new loan summary or loan variation letter shows a loan amount of \$130,000, with an outstanding balance of \$100,000.

Total amount you'll pay on you loan.

We've included information in your loan summary or loan variation letters about the 'total amount. you'll pay on your loan'. The total amount you'll pay on your loan shows how much you could have to repay over your loan term. The total amount is only an indication. We've calculated it assuming there won't be any changes to your loan over the loan term. We assume;

- the interest rate in your loan summary or loan variation letters won't change, including before the draw-down date or over the loan term.
- you'll make all the repayments you need to, when you need to make them, and you won't repay any of your loan early or miss any payments.

Your interest rate, repayments and other loan terms could change over time, and we can charge you fees if certain events happen. This will change the total amount you must repay to us for your loan.

We

When we talk about 'we', 'us', and 'our'; we mean The National Bank of Samoa Limited. If we assign or transfer our rights or obligations under your loan agreement, when we talk about 'we', 'us', and 'our'; we mean the person we've assigned or transferred any of our rights or obligations under your loan agreement to.

You

When we talk about 'you' we mean the person or people named as the borrower on your loan summary.

When more than one person is the borrower.

- 'you' means each person individually, and any two or more of those people.
- each person must comply with the loan agreement.
- each person must repay your loan, by themselves, or with the other borrowers, including where the borrowers are trustees of a trust, or partners of a partnership, or a community-based organisation.

We agree to lend you money, and you agree to repay it

We agree to lend you the loan amount set out in your loan summary or loan variation letters, and in return you agree to

- repay us that loan amount, pay any interest we charge on it, and any other amounts we charge, like fees.
- comply with your loan agreement and other obligations with us
- let us use any rights set out in your loan agreement, and any rights we have at law as a lender.

Talk to us if you have any problems with your loan.

If you are experiencing issues with your loan, or that you may miss a loan repayment, communicate these issues to us as soon as possible, we may be able to assist you can contact us on 26766 ext. 104. Or visit any of our branch locations, or via our website www.nbsamoa.com.

It is important to contact us early if you're experiencing or expect to experience hardship. We may have some extra requirements you'll need to meet if.

- you've already missed some of your loan repayments.
- we've already sent you a notice under s92 of the Property Law Act 1952 asking you to repay the money that you owe.
- you've suffered hardship in the recent past.

You can access your loan on the draw-down date

We may have set conditions in your loan summary or letter of offer for your loan. You'll need to meet those conditions before we'll give you access to your National Bank of Samoa Home Loan.

Unless we've agreed that you can access your loan in instalments, you must access the total loan amount of your National Bank of Samoa Home Loan on the draw-down date. If you don't access the total loan amount on the draw-down date, we may decide to cancel your loan. Let us know if you, need to arrange a new draw-down date.

If we've agreed you can access you loan in instalments, you can ask us to draw down part of your

loan amount over time. We'll set this out in your loan summary or loan variation letter.

We will charge you interest on your loan.

We'll charge you interest on your loan from the draw-down date until you've repaid it in full.

To calculate interest, we'll multiply your interest rate, as a percentage, by the amount, you owe on your loan at the end of each day. We then divide that amount by 365 to get the amount of interest. You owe us for that day. We decide the end of day, and we assume the year will always have 365 days.

We'll charge you interest we've calculated every month, in arrears, on the first business day of the next month. Unless we've agreed otherwise, we'll add this interest to the loan amount monthly, whether your scheduled loan repayments are monthly or not. When we add this interest, your loan amount will increase by that amount until you make your next scheduled loan repayment. If we've agreed otherwise in your loan summary or loan variation letters, we'll deduct the interest we charge from your National Bank of Samoa transactional account instead.

We may charge you interest before the first business day of the next month in some situations. Where you're repaying all of your loan early, you'll need to pay interest up to the day you make your repayment. And your final loan repayment will include interest we've calculated but haven't yet charged up to the day of that final payment.

If interest rates change, either your scheduled loan repayments or your loan term will change.

We'll agree with you on what will happen when interest rates change on your loan. Either your scheduled loan repayments will change or your scheduled loan repayments will remain the same, but the number of scheduled loan repayments you need to make will change.

You can get information about our current interest rates on our website.

You can get information about our current NBS Home Loan fixed or floating interest rates on our website www.nbsamoa.com, or from any branch.

We can charge you fees and other amounts on your loan.

We've set out in your loan summary what fees you will need to pay when you draw down your loan. If we've agreed to lend you money to pay any fees, we'll include them in your loan amount. You'll pay interest on those amounts too because you repay them over the loan term.

We'll charge some fees or other amounts if particular events happen during your loan term.

We've set out below the fees we can also charge you in particular events happen during your loan term. These fees and how we calculate them may change over time. We'll let you know what has changed and when it takes effect. When we can, we'll give you 14 days' notice before we change a fee. We've explained how we do this in the section 'How we'll contact you about your loan'.

Want to borrow more money?

Application fee	2%	This is 2% of the total amount to be borrowed.
Top-up fee	2%	This is 2% of the total amount to be borrowed
Early Repayment Fee	Variable	We charge an Early Repayment Fee to cover the loss we suffer, if you repay some or all your loan early during a fixed-rate period. See the section 'You can repay your loan early'.

What we charge if you've broken your loan agreement and we have to send you a notice under s92 of the Property Law Act 1952.

Default Notice Fee	\$200.00	We charge this fee if we have to prepare and send you a default notice, for your loan under s92 of the Property Law Act 1952. We prepare these notices to require you to repay, some or all of the amounts you owe us because you've broken your loan agreement with us. If we've had this notice prepared by a solicitor, you must also meet all of the solicitor's costs in preparing the notice, as well as paying us the Default Notice fee. We'll charge this fee at the same time we send you the notice.
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You will need to make repayments on your loan.

You'll need to repay your loan by a set date agreed to at the beginning of your loan. This date is set out in your loan summary, and loan variation letters and can change over your loan term. Your loan term can change if interest rates change but your repayments stay the same or you ask us to change your loan term. Your loan term may also change if you change your repayments with our approval or make lump sum repayments.

You may need to pay an Early Repayment Fee, if you make a lump sum repayment during a fixed-rate period. See 'you can repay your loan early'.

If you ask us to increase your repayments during a fixed-rate period or change the type of repayments you make, and we agree, we'll give you a new loan which will be used to repay the fixed-rate loan you wanted to change. See 'You may need to pay an Early Repayment Fee if your loan is repaid in other situations.'

Repayments are the payments you'll need to make to repay your loan in full. We'll explain in your loan variation letters, what makes up your scheduled loan repayments. Your scheduled loan repayments will generally include regular amounts to repay your loan amount, pay interest we charge on your loan amount, and other amounts you owe like fees.

You must repay the loan amount pay interest we charge on the loan amount, and other amounts you owe us, like fees. You must repay the amounts in full, and repayments must be in cleared funds.

Your scheduled loan repayments and the interest can change over the loan term. Here are some examples of what can happen.

- If you have a floating interest rate, the interest rate can move up and down, which could change your scheduled loan repayments.
- If you change when or how often you make scheduled loan repayments, the amount of interest you pay on your loan could change.
- If you repay some of your loan early, the total interest you pay on your loan will be lower.

We'll let you know if your repayment amounts change for any reason.

If you repay some or all of your loan early during a fixed rate period, you will have to pay an Early Repayment Fee.

We'll process scheduled loan repayments on the day they are due.

We'll process scheduled loan repayments on the day that they are due. If this date falls on a weekend or Samoan national public holidays, they will be processed the next business day.

We'll apply your repayments in any order we choose.

We'll apply your repayments to the amounts you owe us in any order we choose. We may not repay the oldest amounts you owe first. We may pay interest we've charged you or fees and other amounts you owe us first, before the rest of your loan amount.

You can repay your loan early.

You can repay some or all your loan early. We can set a minimum amount that you must pay if you choose to repay some of your loan early. If we do set a minimum amount, we'll publish this on our website.

If you repay some or all of your loan early, you must pay interest up to the day you make your repayment. You may also have to pay us an Early Repayment Fee, if you're repaying some or all of your loan early or during a fixed rate period.

You may need to pay an Early Repayment Fee if your loan is repaid in other situations.

We may need to pay us an Early Repayment Fee, if your loan has a fixed interest rate and either of the following apply:

- you've asked us to give you a different loan type or interest rate type, including another fixed interest rate.
- you've asked us to change the repayment date or type, frequency, or amount of your scheduled loan repayments.

We give you a fixed interest rate on the basis you won't make any changes to your loan during the fixed-rate period.

If you ask us to make these changes to your loan during a fixed-rate period and we agree, we'll give you a new loan with the changes you've asked for.

We may choose to provide your new loan under a new loan agreement, or as part of your existing loan agreement. Regardless, you agree that; the new loan will be used to repay your existing fixed rate loan. We'll give you a loan variation letter setting out the details of your new loan. If your new loan forms part of your existing loan agreement, then except to the extent we've set out in any loan variation letter, all of the terms and conditions in your existing loan agreement with us continue to apply to the new loan. Or, if we've chosen to give you a new loan on a new loan agreement, you, agree to be bound by the terms of that new loan agreement by asking us to restructure your existing loan during a fixed-rate period.

To avoid an Early Repayment Fee, we suggest you wait until the end of any fixed-rate period before asking us to make changes to your loan.

You may also need to pay an Early Repayment Fee if you break your loan agreement, and we ask you to repay all of your loan early during a fixed-rate period.

The Early Repayment Fee may be large talk to us first.

The Early Repayment Fee isn't the same for everyone. The Early Repayment Fee you may have to pay us depends on the following;

- when you repay or change your loan.
- how much you owe and how much you're repaying early
- how much the interest rates have moved between, the start of your fixed rate period and the date on which you make the early repayment.

Any security you give us secures your loan.

Security is anything we can rely on if you break your loan agreement, and we need to recover money you owe us.

For example, security could include a mortgage over a property which gives us the right to sell that property to repay any loans or other amounts you owe us, life fees.

Here are some important things to know about the security we take.

- We'll have a separate security agreement for any security we take for your loan. Security agreements include the terms and conditions applying to the security. Security agreements also include why you or the person giving the security agrees to do or not do, and the rights we have. For example, for mortgages you must keep the property insured and not sell it to anyone unless we agree to it first.
- You or the person giving us the security must always get our prior written agreement before, the building on any new dwellings, any structural changes, or the burial of any human remains on the security.
- You or the person giving us the security must always get our prior written agreement before giving the same security to someone else, like another lender. If you break your security agreement and this loan agreement, we may ask you to repay any money you owe to us.
- If the amount we recover from any security we have is less than the amount you owe us, you'll still be responsible for paying the amount of any shortfall to us.
- We may limit the liability of a guarantor under their guarantee.

You must give any security before the draw-down date.

If we've asked you to you must give any security for your loan on or before the draw-down date.

We can ask for extra security.

We can ask you to give new or extra security if any of the following apply.

- we believe the value of any security we have for your loans has materially reduced.
- we can't rely on any security we have for your loans for some reason.
- your loan amount increases, for example you've asked us to top-up your loan, or you get another loan with us.
- a guarantor tells us they are terminating, or withdrawing the guarantee they gave us as security for your loan.

If we decide to ask you for extra security, you must do everything possible to give the new or extra security within the time frame we have given you. If you don't give us the new or extra security within the time, we've given you'll break you loan agreement.

We'll hold the security until you repay the amounts you owe or might owe us.

We'll continue to hold any security we have for your loan until you repay.

- any loans you have with us, including all loan amounts.
- other amounts you owe us or might owe us in the future- if there is an agreement that we'll lend you, or you will owe us those amounts.

We can change the terms and conditions of your loan agreement.

We can change any of the terms and conditions of your loan agreement, including any term in your loan summary or these loan terms and conditions. We can:

- change the number, frequency, amount, or payment date of scheduled loan repayments or interest charges.
- change the interest rate, the name of any interest rate, and how we calculate it or charge it.
- change your loan term or amount.
- change, add, or remove any fees you have to pay under your loan or change how we calculate any fee.

You can also ask us to make changes to your loan.

If we agree you can ask us to

- change the frequency, amounts, or payment date of scheduled loan repayments.
- change the type of interest rate that applies to your loan, for example from a floating interest rate to a fixed interest rate.
- change your draw-down date, loan terms, or amount.

We may only agree to some changes if you meet our lending criteria- we'll let you know if this is the case.

We may also charge a fee for changes you ask us to make. In some cases, we'll will ask for an Early Repayment Fee if required.

What happens if you break your loan agreement.

It's important you always comply with your loan agreement. If you break your loan agreement the results for you can be serious. We can use any of our rights under the loan agreement or under any security we have for your loan.

For example, we could ask you to repay all of the money you owe us, if you've given us a mortgage we could sell your property to recover money you owe us.

If you're having or expect to face difficulties complying with your loan agreement, which includes making your scheduled loan repayments talk to us immediately. We may be able to work with you, support and provide you with information to assist you getting back on track.

When you will break your loan agreement.

You will break your loan agreement if any of the following happen.

- you break any of the terms in the loan agreement or another agreement with us, like a security agreement.
- you don't pay money owing when due.
- we believe any information you've given us is untrue or is wrong or you've not given us all of the information we've asked you for, and that information was material to us deciding to give you this loan.
- The loan agreement becomes invalid, or we aren't allowed to enforce it, for any reason.

You will also break your loan agreement if your financial position changes for the worse.

You will also break your loan agreement if any of the following happen.

- you become insolvent or are adjacent to be bankrupt.
- your financial position is materially affected for any reason, and we believe you can't or won't be pay us all of the money you owe us.
- the financial position of anyone who is guarantees any money you owe is materially affected for any reason, and we believe they can't or won't be able to pay us all of the money you owe us.
- we believe the value of the security we hold for your loan has materially reduced including before the draw-down date.

If you break your loan agreement, we can ask you to repay money owing.

If you break your loan agreement, we can ask you to repay money owing.

If you break your loan agreement, we can do one or more of the following.

- write to you, requiring you to comply with the terms and conditions of your loan agreement, or other agreements with us.
- write to you, requiring you to repay some or all of your loan by a specific date, including interest, and other amounts you owe us, like fees, when we believe it is necessary to protect our interests.
- cancel or refuse to allow you to draw down any loan amount you haven't already drawn down.
- charge you default interest in certain circumstances.
- take amounts you owe us from your accounts or add these amounts to the loan amount, which means you'll pay interest and possibly default interest on them.

If we write to you requiring you to repay some or all of your loan, we have the right even if some money isn't yet due. We'll give you a reasonable time to repay those amounts. If your loan has a fixed interest rate when this happens, we can also charge you, and you must pay, and Early Repayment Fee.

If you break your loan agreement, we can also take any steps we chose to recover amounts you owe us.

If you break your loan agreement, we can also take any steps we chose to recover any amounts you may owe us, including.

- selling any property you've given us as security, or using our rights under any security agreement, to recover amounts you owe us.
- writing to anyone who gave us a guarantee for your loan and requiring them to pay some or all the amounts you owe us.
- taking other action against you to recover the amounts you owe us, including Court proceedings.

We'll charge default interest on amounts you haven't paid when originally due.

If we choose to charge default interest, we'll calculate it on all amounts you haven't paid when they were originally due. The default interest rate we'll use is set out in your loan summary. We calculate default interest at the end of each day, from the day the payment was originally due until the day you repay those amounts, including where we've obtained a Court judgment against you. We'll charge that default interest on the first business day of each month.

We can take money you owe us from your accounts.

If you still owe money at the end of the loan term, we can take the amount from any of your accounts with us. Or we can continue to charge interest on the amount you owe. We'll let you know if we have to do this.

You must pay any costs we incur.

You must pay any costs or losses we incur when we use or protect our rights under your loan agreement, any security, or other agreements with us.

Our costs depend on the type and complexity of the transaction and circumstances. They include all our legal costs, real estate agents or registered valuer's fees, other professional advisor fees and taxes.

We can take any costs from your accounts.

We can take any costs or losses we incur from any of your accounts with us. We'll tell you the amount of any legal charges before we take that amount from your account. Otherwise, we'll advise you in writing afterwards if we take any costs or losses we've incurred from your accounts.

Some general matters applying to your loan agreement.

If we ask you to, you'll need to give us information about you and your financial position. We'll only do this in the following circumstances.

- we reasonably believe we need the information to help us understand whether you've broken your loan agreement.
- we've asked you to give us the information as a condition of us giving you your loan summary or any letter of offer for your loan.

In some cases, we may ask for you for reports about your financial position from special advisors. If we've advised you for specialist's reports because you've broken your loan agreement, you must pay for those reports.

We refer to Samoan law in your agreement.

The laws of the Independent State of Samoa apply to your loan agreement.