

General Terms

These General Terms apply whenever Monument Premium Funding Limited ("MPF") funds insurance premiums for the borrower:

1. Definitions

- 1.1 The Borrower in this agreement is also referred to as "you" or "your". If there are two or more borrowers they are jointly and severally liable. The singular expression "Borrower" "you" and "your" includes all Borrowers and fewer than all Borrowers as the context may require.
- 1.2 "Account balance" means the total debit amount of your account with the Lender, including principal, interest and charges "Business day" means any day which is not a Saturday nor Sunday nor a national public holiday.
- 1.3 "Default" and "in default" means that you have done some thing you should not have done or failed to do some thing you should have done and you must remedy that act or omission.
- 1.4 "Default Charges" are those set out in clause 9.
- 1.5 "Default Interest" is charged at the annual interest rate plus 5%.
- 1.6 "Financial default" means that your scheduled payment has been made late, reversed, dishonoured or not made or you have failed to repay your account balance when called upon.
- 1.7 "Future Advance" and "collateral" have the meanings expressed in Section 16 of the Personal Property Securities Act 1999 notwithstanding that that Act does not apply.
- 1.8 "Insurer" means the insurance company issuing any relevant insurance Policy.
- 1.9 "Interest" includes ordinary interest and Default Interest.
- 1.10 "Intermediary" means any person arranging any insurance or loan under this agreement on behalf of the Borrower and includes a broker.
- 1.11 "Policy" or "Policies" means the collateral insurance policies owned or to be owned by the Borrower for which MPF lends all or part of the premium to the Borrower.
- 1.12 "Scheduled payment" means the amounts payable by you to MPF in the payments section of the Payment Plan on the dates shown.

2. The Monument Finance Account

- 2.1 We will open and maintain an insurance premium credit facility for you. This means we will lend you such money as you may need from time to time for premiums on insurance arranged through Crombie Lockwood.
- 2.2 We will not lend until we are satisfied as to the terms of issue of any insurance Policy.
- 2.3 You authorise and request us from time to time to pay the insurance premiums on any Policy in such manner as may be required by the Insurer or the Intermediary or arranged by you until you notify us that you wish to cancel the insurance.
- 2.4 MPF can make a call for the repayment in part or in full if the Insurer refuses to issue any Policy, or the Insurer cancels any Policy, or as outlined below. Until MPF makes such a call for a repayment you agree to make the scheduled payments.
- 2.5 You must notify us or the Intermediary of any change to your address, telephone number and/or email address.
- 2.6 You must maintain a bank account which provides direct debit and/or automatic payment facilities so as to enable the payments required under clause 6 to be made.

3. Interest.

- 3.1 We will charge ordinary interest on your account balance on a daily basis as set out in the Payment Plan.

4. Monument Finance Statement of Account Balance.

- 4.1 We will (if this is a consumer credit contract) send you a statement showing your account in accordance with sections 18 to 21 of the Credit Contracts and Consumer Finance Act 2003 and at such other times as we may decide or if you request a statement. Your account balance from time to time will be deemed to be the figure in your statement in the absence of proof to the contrary. You must at all times ensure that you know what your account balance is. For your own privacy we may refuse to advise you over the telephone but if you telephone we will write, or e-mail you to a previously provided contact with your account balance.

5. How your Payments are Applied

- 5.1 We may appropriate any payment made by you in any manner that we decide in spite of the way that you may wish the payment to be appropriated. We may apply any payment to pay our Default Interest and/or Default Charges.
- 5.2 If you fail to make your payments or to make up any deficit when called upon, no matter how constituted, we may cancel all of or any of your insurance policies.

6. Payments

- 6.1 You agree to pay us not less than the scheduled payment on or by the due date or dates in each month. You agree to provide us with and maintain a direct debit authority or an automatic payment authority as we request. If any due date is not a business day, payment may be made on the next business day. Any deposits or credits to your account will not be applied in reduction of the account balance until and unless they are honoured. You may also make direct payments in reduction of your outstanding balance to MPF at Private Bag 11-007 Palmerston North. You may also repay all or part of your account balance at any time without charge.
- 6.2 If we accept any payment or bank any cheque made or forwarded by you in purported full settlement or in terms connoting accord and satisfaction we will not be deemed by such acceptance or banking to have accepted the terms upon which the payment is made or cheque forwarded unless we have, before the payment is made or cheque forwarded, agreed in writing to accept the amount in full settlement or otherwise as accord and satisfaction.

7. Borrower's Warranties and Indemnities

- 7.1 The Borrower warrants to MPF that all information given to MPF by the Borrower in connection with contract is complete and is not misleading and it has made and will continue to make, full and adequate disclosure to the Insurers of all facts relevant to the insurances and such insurances will be in full force and effect and not voidable.
- 7.2 You authorise the Intermediary, immediately upon signing of this Agreement, to advise the Insurer of the assignment referred to the below and request that the Insurer acknowledge receipt of the notice of assignment in writing to the Lender.
- 7.3 You promise to indemnify us against any default under this agreement and against anything we do at your request or on your behalf under this agreement.

8. Default

- 8.1 If you are in default we may debit your account with Default Charges listed in clause 9.
- 8.2 Further, we may debit your account with Default Interest if you are in financial default. We will also suspend the facility so that you cannot borrow any more money.
- 8.3 If you fail to make a scheduled payment on due date your obligation to make that payment continues even if we may have debited your account with Default Charges and Default Interest. You agree to maintain enough in your bank account to enable us to debit your bank account for any amounts that may be necessary to pay all the Default Charges, Default Interest, and outstanding scheduled payments.
- 8.4 We may call up the loan if you are in default. If you fail to pay on that demand, you must pay all existing and subsequent Default Charges to us as contractual damages. This means you are agreeing in advance that these are the damages you must pay if you do not pay your account balance when it is called up. We may add these sums to your account balance and we may charge Default Interest on the total account balance.
- 8.5 We may add the amounts referred to as contractual damages in clause 8.3 to our claim at any stage of a Court or Disputes Tribunal proceeding for recovery of the account balance notwithstanding even that the Court or Tribunal has already commenced the hearing of its claim.

9. Default Charges

- 9.1 Default payment fee of \$35.00, may be charged at our discretion, if any scheduled payment into your account from your bank is made after the date due, or is reversed, or is dishonoured, or is not made.
- 9.2 Default time fee may be charged at our discretion if any staff member of ours spends time on the administration of your account when you are in default. "Administration" in this case includes all work in any way associated with our recovery of any overdue amounts or the account balance if called up. This may be charged at \$60.00 per hour.
- 9.3 In the case of enforcement, including the cancellation or realisation of the value of any insurance Policy, at any Court or Disputes Tribunal proceedings, we will charge to your account all Court and Tribunal costs and actual solicitors fees and disbursements (assessed on a solicitor client basis) and debt collection agency fees and disbursements and the costs and disbursements of valuers, auctioneers, process servers and any agents of MPF in effecting such enforcement plus any other necessary disbursements as those costs are ascertained.

10. Default Interest on Judgement

- 10.1 If we obtain judgement against you, you must continue to pay Default Interest on your account balance after the date that judgement is given. You must also pay us any Default Interest or Default Charges debited to your account after we have obtained judgement against you which may not be enforceable under the judgement. This means that we may sue you for and recover from you amounts which may not be recoverable under an earlier judgement.

11. Set Off and Assignment

- 11.1 To the extent allowed by Law, MPF may without notice set off against any claim or demand, which you may have under your insurance Policy or policies, against any claim or demand MPF may have on you, being the amounts you owe under this agreement. Your payments on the other hand must be made to MPF without deduction or set off.
- 11.2 MPF may assign its rights in and under this agreement but you may not assign your rights without the consent of the Lender.
- 11.3 MPF is entitled to any premium refunds (whether on cancellation or otherwise) paid or payable in respect to any Policy and to apply against the amounts you owe under this agreement.

12. Specific Authority and Power of Attorney

- 12.1 We undertake to pay all loan monies directly to any Intermediary or to the Insurer when due. In addition, you authorise and request us to make the said payment directly to any Intermediary or to the Insurer when due. We may impose such conditions on the payment or on the application of the monies as we see necessary to protect our interest in any Policy or policies on which loans are lent. In exchange for the advancing monies under this facility and to enable us more effectively to obtain our benefits under this agreement, you (jointly and severally if there is more than one of you) irrevocably appoint MPF and any one director of MPF severally to be your attorney so that the attorney may do anything which you agree to do under this agreement. MPF may cancel or otherwise deal with the policies and may make, pursue and settle any claims in connection with any of the insurance policies and may receive and give receipts for the proceeds. This power shall last until your account balance has been paid in full. You will ratify and agree to ratify anything done by the attorney under this clause and you will indemnify any person acting in reliance upon the power. If we assign our rights under this agreement, the assignee shall have the same rights and powers as we do under this clause and you appoint the assignee your attorney accordingly.

13. Assignment of & Dealing with Policy

- 13.1 In exchange for MPF making the loan facility available to you, you absolutely assign to us all your right title and interest in every insurance Policy (including by way of proceeds of any insurance claim), the premium of which is fully or partially funded by the loan granted under this agreement. You promise that there is no security interest in any of the policies and nor will you grant any security interest in them without our prior written approval, other than those already endorsed on the policies.
- 13.2 You must not do anything or allow anything to happen which may impair or undermine your ownership of any Policy or our interest in it. Further, you must not grant any security interest over any Policy nor allow any lien to be created over it nor dispose of nor allow the disposal of policies by sale or gift or lease or in any other way nor cause nor allow policies to be cancelled nor otherwise endangered nor do anything to deny or denigrate from our interest.
- 13.3 If there is any loss of, sale or other disposal of or damage to any property the subject of any of the policies or if any Insurer cancels or refuses to issue any Policy, you must notify us immediately.
- 13.4 We will re-assign the Policy back to you when we have been paid your account balance in full and you no longer need the finance facility.
- 13.5 In the event that, contrary to your obligations hereunder, a security interest has priority over the interests of MPF with respect to any Policy, and if MPF takes a transfer of that security interest to itself then any money owing under this agreement shall be deemed to be owing under the security agreement providing for the security interest with priority and default under this agreement shall be deemed to be default under the other security agreement.

14. Personal Property Securities Act 1999

- 14.1 In consideration of the payment of the Total Amount Financed by the MPF, the Borrower assigns to MPF absolutely all of the Borrower's right, title and interest in the Policy and in any monies payable to the Borrower under the Policy (the "Proceeds") and the Borrower grants in favour of MPF a security interest in the Policy and in any Proceeds of the Policy (the "Security Interest") for the purpose of the Personal Property Securities Act 1999 (the "PPSA"). This clause does not prejudice or limit any of the Lender's other rights under this Agreement or resulting from the assignment.
- 14.2 The Borrower must deliver to MPF any transfer, assignment, security interest or other deed or document that MPF may require of the Borrower to:
 - a) Perfect the Security Interest; or
 - b) Enable MPF to better secure any money the Borrower owes the Lender; or
 - c) Transfer or vest in MPF any Proceeds subject to the Security interest; or
 - d) Enable the realisation of the Proceeds subject to the Security Interest; or
 - e) Secure to MPF the full benefit of the provisions of this Agreement and the Security Interest.
- 14.3 The Borrower waives any right to receive a copy of the verification statement in respect of any Financing Statement or any Financing Change Settlement under the PPSA and agrees, to the extent permitted by law, those in respect of any arrangement between the Borrower and the Lender:
 - a) Section 114(1)(a), 133 and 134 of the PPSA shall not apply;
 - b) The Borrower shall have none of its rights referred to in paragraphs (c) to (j) of section 107 (2) of the PPSA; and
 - c) Where MPF has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply.
- 14.4 The Borrower must immediately upon request by the Lender, procure, from any person considered by MPF to be relevant to its security position, such agreements and waivers (including as equivalent in those referred to above) as MPF may at any time required to ensure that the Lender's Security Interest in the Proceeds has priority over all other security parties.

14.5 MPF may exercise all of its right and powers under this Agreement, including any power to take possession of and sell any part of the secured assets in satisfaction of any of the Borrower's obligations, even if MPF does not have priority over other persons having a security interest in the secured assets, and sections 108, 111 (1) 112 and 120 (1) of the PPSA shall not apply to the extent that they are inconsistent with this clause.

15. Demands and Notices

15.1 Notices will be deemed to have been received within 2 business days if posted, at the time of email transmission if emailed and the time of transmission if delivered by SMS.

15.2 Service of any notice or document by facsimile or by electronic mail upon MPF shall not be deemed to be proper service unless we specifically acknowledge that notice or that document by the same means. Any document to be given to or served on MPF by you shall be posted or shall be delivered personally to its address as shown in the above.

15.3 Any notice, demand letter or document (including a document in any court proceeding) for service on you shall be deemed to be properly served if served in accordance with the wording of Section 38 of the Credit (Repossession) Act 1997 (excluding subsection 38(7)) although the Act may not apply to the policies and although the notice or demand is not one required or authorised under the Act.

15.4 In addition, service on you shall be deemed to have been effected if such notice demand letter or document is handed to any person in apparent occupation of your address shown in this agreement (or of an address notified by you as being a new address) or by attaching the document to an external door at either such address.

16. Consumer Guarantees Act 1993

16.1 The Consumer Guarantees Act 1993 shall not apply if any Policy is acquired for business purposes.

16.2 We do not provide any guarantee other than those we provide in writing and this applies to credit services as defined under that Act.

17. General

17.1 Any variation to any Policy shall not reduce or otherwise affect our interest in that Policy

17.2 This agreement secures future advances.

17.3 You acknowledge that we may pay a commission to any Intermediary dealing with any Policy or the loan we make for the insurance premium. However, we are not party to any commission arrangements between any Intermediary and the Insurer with respect to the insurance. You also acknowledge that any Intermediary is your agent and you authorise the Intermediary to receive all notice and demands on behalf of the Borrower through this facility.

18. Directions to Insurer and Intermediary

18.1 You agree and declare for the benefit of the Insurer and any Intermediary that you have assigned all insurance policies and the proceeds thereof to us and at any time we may give the Insurer notice of our interest and that we are your attorneys.

18.2 You irrevocably direct the Insurer to take our instructions with respect to any Policy and on our instructions to cancel the Policy and/or pay any proceeds to us.

18.3 You irrevocably direct the Intermediary to take our instructions with respect to any Policy and on our instructions to direct the Insurer cancel the Policy and/or pay any proceeds to us.

19. Privacy Act 1993 ("Privacy Act")

19.1 The Borrower authorises:

- a) MPF and its agents to collect, verify, exchange and disclose information (both now and in the future) about the Borrower from the Insurers, any reference bureau, credit reporting agency, financial institution or other credit provider, employee or landlord of the Borrower and any third party (each a "Third Party");
- b) each Third Party to provide MPF or its agent with any information about the Borrower; and
- c) MPF or its agent to use any information about the Borrower, for the purpose of assisting MPF to carry out its usual business functions and activities, consider the Borrower's application for credit (including any future application), comply with any obligations the Lender may have under anti-money laundering and countering financing of terrorism legislation and any other purpose in connection with the Insurances or these General Terms.

20. Consents to electronic communications

Each party consents to the provision of information required under the Application or these Terms and Conditions (including any disclosures which MPF is required to make by law) in electronic form.

21. Anti-Money Laundering and Counter-Terrorism Financing

21.1 The Borrower undertakes:

- a) not to knowingly do anything to put MPF in breach of the Financial Transactions Reporting Act 1996, Anti-Money Laundering and Countering Financing of Terrorism Act 2009, in which MPF performs services related to this Premium Funding Agreement (AML/CFT Laws), and/or its internal policies and procedures, and to notify MPF if the Borrower is aware of anything that would put MPF in breach of AML/CFT Laws;
- b) if requested, to provide additional information and assistance and comply with all reasonable requests to facilitate the MPF's compliance with AML/CTF Laws in New Zealand; and
- c) it is not aware and has no reason to suspect that the money used to repay the loan are derived from or related to money laundering, terrorism financing or similar activities.

22. Funding of Future Insurances

22.1 Unless the opt out provision is selected by the Borrower, the Broker is hereby authorised to (in the Borrower's name and as attorney for and on behalf of the Borrower):

- a) arrange future insurances on behalf of the Borrower, whether additional to or by way of replacement of any pre-existing insurance on its expiry or otherwise;
- b) on receipt from time to time of invoice/s for the premium due for such insurance(s), forward Loan Request(s) to MPF on behalf of the Borrower for funding insurance(s), at the rates and on the terms of MPF prevailing at the time of such Loan Request(s); and
- c) otherwise enter into Loan Agreements with MPF with respect to the funding of the premiums on insurance(s).

22.2 The Borrower acknowledges that MPF may accept and act on Loan Requests submitted by the Broker, on the basis of this authority and without further inquiry with the Borrower (and that the Borrower will be bound by any Loan Agreement(s) resulting from any such Loan Request), until and unless MPF receives written notice of cancellation of this authority from the Borrower.

23. Law

23.1 The law applicable to this agreement shall be the law of New Zealand.