Repayment Waiver



I hereby request <u>MoneyShop Group Ltd</u> to provide me with your Repayment Waiver in respect of Loan Contract No at a cost payable by the Borrower/Borrowers under such Loan Contract of {PPP}. Such sum will be added to the amount of the loan advance.

The Repayment Waiver provides as follows: -

(A) Death of Nominated Borrower

Upon the death of the nominated borrower from any cause whatsoever (except suicide / self administered drug overdose, driving a motor vehicle with a concentration of alcohol in his/her blood exceeding the legal maximum or Aids) <u>MoneyShop Group Ltd</u> will remit the balance of the loan owing under the above Loan Contract or \$10,000 - whichever amount is the smaller.

- Examples (a) If the nominated Borrower dies at a time when the balance owing under the Loan is \$4000, then \$4000 is the sum remitted by MoneyShop Group Ltd.
 - (b) If the nominated Borrower dies at a time when the balance owing under the Loan is \$15,000, then \$10,000 is the sum remitted by <u>MoneyShop Group Ltd</u> (\$10,000 being the maximum sum, which can be remitted).
- Exclusions (1) No remittance of the Loan balance shall be made or allowed by <u>MoneyShop Group Ltd</u> if the Borrower/Borrowers' repayment instalments or any portion thereof under the above Loan Contract are more than 35 days in arrears/overdue on the date of the death of the nominated Borrower.
 - (2) No remittance of the Loan balance shall be made or allowed by <u>MoneyShop Group Ltd</u> in respect of the death of any party to the Loan Contract <u>other than the nominated Borrower</u>. (for example, the death of a co-borrower or guarantor does not enable or entitle the Borrower/Borrowers to any remittance or deductions from the outstanding loan balance.
 - (B) Accidental Bodily Injury to Nominated Borrower
 - If the nominated Borrower shall suffer permanent physical disablement as a result of an accident caused after the commencement of the Loan Contract caused solely by violent accidental external and visible means, <u>MoneyShop Group Ltd</u> will remit a percentage of the balance of the loan owing under the above Loan Contract that equals and equates to the percentage of total permanent physical disablement suffered by that Borrower in the accident, such percentage to be estimated by an independent qualified New Zealand medical specialist to be nominated by <u>MoneyShop Group Ltd</u>.
 If the nominated Borrower shall suffer an accident after the commencement of the Loan Contract and caused solely by violent
 - (2) If the nominated Borrower shall suffer an accident after the commencement of the Loan Contract and caused solely by violent accidental external and visible means which prevents him/her attending to his/her usual business or occupation then and in such event <u>MoneyShop Group Ltd</u> will remit all Loan instalments due and payable (excluding arrears) for the period the nominated Borrower is unable in the written opinion of his/her medical practitioner to resume working at his/her usual business or occupation up to a <u>maximum</u> of 6 calendar months from the date of such accident, after which time no further remittance or deductions from the outstanding Loan balance shall be required to be made by <u>MoneyShop Group Ltd</u>.

Exclusions No remittance or deductions shall be required to be made from the outstanding Loan balance in respect of any accidental bodily injury suffered by the nominated Borrower if such injury occurred whilst the nominated Borrower was:

- (1) Under the influence of any drugs or other banned or prohibited substances
- (2) Intoxicated
- (3) Driving a motor vehicle with a concentration of alcohol in his or her blood exceeding the limit prescribed by law under the jurisdiction in which injury occurs
- (4) Attempting suicide or intentional self-injury.

(C) Illness of Nominated Borrower

If the nominated Borrower shall suffer illness which prevents him/her attending to his/her usual business or occupation from the commencement date that qualified medical attention is sought, then after such illness has existed for a further 7 consecutive days, <u>MoneyShop Group Ltd</u> will thereafter remit all future loan instalments due and payable (excluding arrears) in respect of the above mentioned Loan Contract during the period such illness continues up to a maximum period not exceeding 6 calendar months PROVIDED HOWEVER

Exclusions

- (a) That <u>MoneyShop Group Ltd</u> shall not be required to make remittance or deductions from the outstanding Loan balance during the term of such Loan in respect of illness or illnesses suffered by the nominated Borrower for a total or aggregated period or periods exceeding 6 calendar months in all.
- (b) <u>MoneyShop Group Ltd</u> shall not be required to make remittances or deductions from the outstanding Loan balance in respect of any illness suffered by the nominated Borrower if such illness is wholly or partly attributable to or caused by:
 - (i) The consumption, injection or inhalation of drugs or other banned or prohibited substances <u>PROVIDED</u> that this exclusion shall not relate to or include the taking of drugs or medicines prescribed by and in accordance with the directions of a qualified medical practitioner.
 - (ii) Pregnancy, childbirth or miscarriage
 - (iii) Mental illness
 - (iv) Aids
 - (v) Glue or petrol sniffing
 - (vi) Alcoholism
- Example Nominated Borrower suffers first illness, which results in 4 months Loan instalments being remitted by <u>MoneyShop Group Ltd</u>. Nominated Borrower subsequently suffers second illness, which lasts for 3 months. Only 2 months Loan instalments are remitted by <u>MoneyShop Group Ltd</u> in respect of the second illness because the maximum aggregated or total period of 6 months illness has then been reached.

Notify <u>MoneyShop Group Ltd</u> in writing within 14 days of any event likely to give rise to a remittance entitlement by the Borrower/Borrowers under the Loan Contract. Such notification should be made by the nominated Borrower or if he/she is unable to do so, then by a co-Borrower or Guarantor (if any) or the nominated Borrower's next of kin. Obtain a Remittance Entitlement Form from <u>MoneyShop Group Ltd</u>. To be valid, all Remittance Entitlement

Forms <u>MUST</u> be received by <u>MoneyShop Group Ltd</u> duly completed within 28 days of the event giving rise to the remittance entitlement. Upon acceptance of the Remittance Entitlement the appropriate instalment remittances will be deducted from the outstanding Loan Balance.

Arbitration

Any disputes between <u>MoneyShop Group Ltd</u> and the nominated Borrower or the co-Borrowers, guarantors or personal representatives of the nominated Borrower relating to the interpretation of this Repayment Waiver or the entitlement of the Borrower/Borrowers to remittance of loan instalments due to death, accidental bodily injury or illness suffered or allegedly suffered by the nominated Borrower shall be determined by arbitration in accordance with the provisions of the Arbitration Act 1908 or any amendments thereto.

IMPORTANT - OVERALL EXCLUSION TO ANY ENTITLEMENT TO LOAN CONTRACT REMITTANCES OR DEDUCTIONS

- (1) <u>NO</u> remittances or deductions in the outstanding Loan balance shall be required to be made by <u>MoneyShop Group Ltd</u> due to death, accidental bodily injury or illness suffered by the nominated Borrower <u>IF</u> at the time such death, accidental bodily injury or illness occurred the Borrower/Borrowers' repayment instalments or any portion thereof under the Loan Contract are <u>MORE</u> than 35 days in arrears/overdue <u>AND</u> in such event the Borrower/Borrowers shall not be entitled to any remittances or deductions.
- (2) <u>NO</u> remittance or deduction in the outstanding Loan balance shall be required to be made by <u>MoneyShop Group Ltd</u> due to the death of the nominated Borrower unless and until the co-Borrowers or Guarantors (if any) or the personal representatives of the nominated Borrower have supplied to <u>MoneyShop Group Ltd</u> a full certified Certificate of Death issued by the Registrar of Births Deaths and Marriages which states therein the cause of death.
- (3) <u>NO</u> continuing remittances or deductions in the outstanding Loan balance shall be required to be made by <u>MoneyShop Group Ltd</u> due to accidental bodily injury or illness suffered by the nominated Borrower unless and until such nominated Borrower supplies <u>MoneyShop Group Ltd</u> with medical certificates from his/her qualified medical practitioner on a weekly basis (or at such other intervals as may be reasonably required by <u>(MoneyShop Group Ltd)</u> confirming the unfitness of the nominated Borrower to resume his/her normal occupation or business.

I confirm my request for the <u>REPAYMENT WAIVER</u> and agree to accept the terms, conditions, exclusions and remittance procedure specified above. I acknowledge that my participation in the <u>REPAYMENT WAIVER</u> was not a condition precedent to the granting of the loan.

Signature	of	Nominated	Borrower	 Date
/	/	_		

ACCEPTANCE

The above nominated Borrower is hereby accepted to participate in the <u>REPAYMENT WAIVER</u>

<u>SIGNED</u>	on	behalf	of_	MoneyShop	Group	Ltd	 Date
		/	/				

MoneyShop Group Ltd - PO Box 76 566 Manukau City 2241 - Auckland -Phone 0800 66 66 39 Fax 09 270 6154

MoneyShop

Repayment

Waiver