

ZA Bank Limited  
眾安銀行有限公司

100% Personal Loan Guarantee  
Scheme Terms and Conditions

# 100% Personal Loan Guarantee Scheme Terms and Conditions

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## 1 Meaning of words

- 1.1 Capitalised terms used in these 100% Personal Loan Guarantee Scheme Terms and Conditions are defined, and rules relating to the interpretation are set out in:
- (a) the glossary section at the back; and
  - (b) the glossary section of the separate set of General Account Terms and Conditions.

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## 2 Terms of the 100% Personal Loan Guarantee Scheme

- 2.1 By making an application to us for a 100% Personal Loan Guarantee Scheme, you are deemed to agree to and accept to be bound by the Complete Account Terms, which include the terms and conditions set out in each 100% Personal Loan Guarantee Scheme Confirmation and these 100% Personal Loan Guarantee Scheme Terms and Conditions.
- 2.2 **You must review each 100% Personal Loan Guarantee Scheme Confirmation and these 100% Personal Loan Guarantee Scheme Terms and Conditions carefully to make sure that you understand them and the consequences of agreeing to them.**
- 2.3 In interpreting the terms applicable to a 100% Personal Loan Guarantee Scheme, any inconsistency between the different terms and conditions comprising the Complete Account Terms will be applied in the following interpretation priority, subject always to the mandatory provisions of any Applicable Regulations:
- (a) the 100% Personal Loan Guarantee Scheme Confirmation;
  - (b) the 100% Personal Loan Guarantee Scheme Application Documentation;
  - (c) these 100% Personal Loan Guarantee Scheme Terms and Conditions;
  - (d) other Additional Terms; and
  - (e) other provisions of the General Account Terms and Conditions.

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## 3 Deposit of 100% Personal Loan Guarantee Scheme Proceeds

- 3.1 Upon our approval of your application for a 100% Personal Loan Guarantee Scheme:
- (a) we will issue a 100% Personal Loan Guarantee Scheme Confirmation to you through our designated channels; and
  - (b) the full amount of the 100% Personal Loan Guarantee Scheme (less any applicable fees and charges) will be credited to the Designated Account on the same date that we issue the 100% Personal Loan Guarantee Scheme Confirmation.

See the provisions entitled "Late charge" and "Fees and charges" below for further information of fees and charge applicable a 100% Personal Loan Guarantee Scheme.

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## **4 Interest rate and repayment amount information**

- 4.1 The interest rate that is applicable to a 100% Personal Loan Guarantee Scheme will be set out in the applicable 100% Personal Loan Guarantee Scheme Confirmation. Any interest rate that is quoted by us prior to the issue of the 100% Personal Loan Guarantee Scheme Confirmation is indicative only.
- 4.2 You are required to pay accrued interest in respect of a 100% Personal Loan Guarantee Scheme on each Repayment Date. Each Monthly Instalment Amount set out in the repayment schedule covers the accrued interest due and payable on each Repayment Date.

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## **5 Repayment arrangements**

- 5.1 We will debit the Monthly Instalment Amount from the Designated Account on each Repayment Date.
- 5.2 We reserve the right to apportion the Monthly Instalment Amount between the payment of interest and repayment of principal (and in each case the order of apportionment) in accordance with the apportion method we may specify on our designated channel.
- 5.3 You must inform us as soon as possible if you have or anticipate any difficulty in respect of your payment obligations in connection with a 100% Personal Loan Guarantee Scheme.

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## **6 Late charges**

- 6.1 To the extent that the credit balance of the Designated Account is not sufficient to settle the Monthly Instalment Amount that is due on a Repayment Date in full, we may charge the following charges as shown in our Fee Schedule or the 100% Personal Loan Guarantee Scheme Confirmation without prior notice to you:
- (a) a late charge for each instance of default
- 6.2 Without limiting or reducing any of our rights under Clause 10, by making an application for a 100% Personal Loan Guarantee Scheme you authorise us to debit or otherwise settle any late charges that is due and payable from any of your Accounts.

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## **7 Fees and charges**

- 7.1 We reserve the right to impose a handling fee in relation to the processing of the 100% Personal Loan Guarantee Scheme as set out in our Fee Schedule or the 100% Personal Loan Guarantee Scheme Confirmation.
- 7.2 If you fail to pay to us in full the Monthly Instalment Amount when due and payable on any Repayment Date, we may take such actions to enforce our rights in accordance with the Complete Account Terms and to collect and/or recover any such amount. These actions may include engaging a third party or third parties to assist us in the collection and recovery of any amount that is then due and payable. Such third party may include collection agent, lawyer or any other service provider. You must fully indemnify and reimburse us for all reasonable costs and expenses that we incur in connection with the demand, collection and/or recovery of any

outstanding amount that is due and payable by you to us in connection with the 100% Personal Loan Guarantee Scheme.

- 7.3 You authorise us to deduct any handling fee from the 100% Personal Loan Guarantee Scheme proceeds at the time of drawdown, and to debit any other costs and expenses from any of your Accounts.

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## **8 You need to serve notice for early settlement of a 100% Personal Loan Guarantee Scheme**

- 8.1 You may early-settle a 100% Personal Loan Guarantee Scheme (together with any amounts that are then due and payable in connection with such 100% Personal Loan Guarantee Scheme) in full at any time on not less than the minimum period of notice as prescribed by us before the final Repayment Date, by sending a request to us via Online Banking and/or a designated channel specified by us.
- 8.2 Early settlement is subject to full settlement of any and all of the outstanding principal, outstanding interest, late charges, other applicable fees and charges.

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## **9 Our right to demand repayment**

- 9.1 We reserve our overriding right to demand immediate repayment of any 100% Personal Loan Guarantee Scheme (together with any amounts that are then due and payable in connection with such 100% Personal Loan Guarantee Scheme) in full at any time and without giving any reason. If we exercise such right, you must immediately repay all amounts of principal, interest, late charges and any other applicable fees and charges that are then due and payable in respect of any such 100% Personal Loan Guarantee Scheme.

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## **10 Our set-off rights against your Accounts**

- 10.1 Without limiting or reducing any of our rights under the Applicable Regulations and the Complete Account Terms generally, we reserve our right to:
- (a) combine or consolidate any amount that is due and payable by you to us in respect of any 100% Personal Loan Guarantee Scheme, and any other amounts that are then due and payable by you to us in connection with the Complete Account Terms, with any amount standing to the credit of any of your Accounts (or any combination of such Accounts); and
  - (b) set-off or transfer any amount standing to the credit of any of your Accounts (or any combination of such Accounts) in or towards settlement of any amount that is then due and payable by you to us in respect of the 100% Personal Loan Guarantee Scheme, and/or any other amount that is then due and payable by you to us in connection with the Complete Account Terms.

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## 11 Payments to be made in clear funds

- 11.1 **All payments made to us in respect of the 100% Personal Loan Guarantee Scheme must be paid in cleared funds, in full, without any set-off, counterclaim or any other restrictions, and free and clear of any tax, deduction or withholding of any nature.**
- 11.2 The termination of the 100% Personal Loan Guarantee Scheme is subject to the condition that no repayment amount we received will subsequently be returned or reduced under any Applicable Regulations.
- 11.3 You will remain liable for any shortfall or the remaining balance under or in connection with the 100% Personal Loan Guarantee Scheme, if:
- (a) after the termination of the 100% Personal Loan Guarantee Scheme, any repayment amount is required to be returned pursuant to Clause 11.2; or
  - (b) the 100% Personal Loan Guarantee Scheme is terminated before we receive full payment of the outstanding amount in respect of the 100% Personal Loan Guarantee Scheme.

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## 12 We may contact third parties to verify your Information

Without limiting or reducing any of our rights under the Applicable Regulations and the Complete Account Terms, you authorise us to contact any credit reference agency, any ZhongAn Group member or other relevant parties to verify any information provided by you in the 100% Personal Loan Guarantee Scheme Application Documentation, or to disclose to or obtain from such parties any other information which we consider appropriate (including information in respect of you or the 100% Personal Loan Guarantee Scheme) at any time without further consent from you.

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## 13 Variation of terms to 100% Personal Loan Guarantee Schemes

- 13.1 We may vary any terms of a 100% Personal Loan Guarantee Scheme, the applicable interest rate, fees or charges (including late charges) at any time by notice without giving reasons. We will notify you of a variation through our designated communication channels (eg our App, our site, by SMS or email), or in any other manner we consider appropriate.
- 13.2 If we need to change any terms affecting any fees or charges, or your liabilities or obligations, we will give you at least 30 days' notice (or such other notice period as permitted under Applicable Regulations) unless such change is not within our control.
- 13.3 **If you do not repay the 100% Personal Loan Guarantee Scheme in full prior to the effective date of a variation, you will be bound by the variation.**

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## 14 Glossary

**“Designated Account”** means the bank account designated by you in the 100% Personal Loan Guarantee Scheme Application Documentation, to which the full amount of the 100% Personal Loan Guarantee Scheme will be credited and from which the Monthly Instalment Amount will be debited.

**“General Account Terms and Conditions”** means the General Account Terms and Conditions.

**“100% Personal Loan Guarantee Scheme”** means a 100% Personal Loan Guarantee Scheme granted by us to you in accordance with these 100% Personal Loan Guarantee Scheme Terms and Conditions.

**“100% Personal Loan Guarantee Scheme Application Documentation”** means, in respect of a 100% Personal Loan Guarantee Scheme, all application documents required to be submitted by you to us for your request in relation to the 100% Personal Loan Guarantee Scheme.

**“100% Personal Loan Guarantee Scheme Confirmation”** means, in respect of a 100% Personal Loan Guarantee Scheme, the confirmation (including any schedules and attachments thereto) issued by us in accordance with these 100% Personal Loan Guarantee Scheme Terms and Conditions approving your application for the 100% Personal Loan Guarantee Scheme confirming the Repayment Date(s), the interest rate and all other Additional Terms applicable to the 100% Personal Loan Guarantee Scheme. You may access a 100% Personal Loan Guarantee Scheme Confirmation at any time through our designated channels during the term of the 100% Personal Loan Guarantee Scheme.

**“100% Personal Loan Guarantee Scheme Terms and Conditions”** means these 100% Personal Loan Guarantee Scheme Terms and Conditions.

**“Monthly Instalment Amount”** means, in respect of a 100% Personal Loan Guarantee Scheme, an amount specified as the monthly instalment payment in the repayment schedule attached to a 100% Personal Loan Guarantee Scheme Confirmation.

**“Repayment Date”** means, in respect of a 100% Personal Loan Guarantee Scheme, a date specified as the repayment date in the repayment schedule attached to a 100% Personal Loan Guarantee Scheme Confirmation.

**“you” or “your”** means any person who applies for a 100% Personal Loan Guarantee Scheme with us.