



TERMS AND CONDITIONS

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This document outlines the Terms and Conditions of the Go Car Finance Vehicle Loan Contract, Revolving Credit Contract (Consumer Credit Contracts), and the Payment Waivers.

Please make sure you read it carefully as it contains important information you should know.

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Please keep this document in a safe place.

CONSUMER CREDIT CONTRACTS

These General Terms and Conditions apply to the Lender's Secured Credit Agreement (Vehicle Loan) and, if applicable, Secured Revolving Credit Agreement (WOF Loan)

Terms and conditions specific to your Vehicle Loan

PART A

1 About your Vehicle Loan

1.1 Your Vehicle Loan allows you to access finance offered by us for the purpose of purchasing the Financed Vehicle and costs associated with such purchase (including rental payments for the Starter Interrupt Device and the loan administration fee as detailed in the section titled 'CREDIT FEES AND CHARGES' in the Initial Disclosure Statement (Vehicle Loan)). You can only use your Vehicle Loan for this purpose or for any other purpose that we consent to in writing.

2 How to receive your Vehicle Loan

2.1. Your Vehicle Loan will be made available to you by way of:

2.1.1. one Advance of an amount equal to the Initial Unpaid Balance on the Effective Date; and

2.1.2. subsequent Advances at the times and for the amount and purposes detailed in the section titled 'CREDIT DETAILS' in the Initial Disclosure Statement (Vehicle Loan).

2.2. Any Advance will be made at our discretion and we will not make an Advance if it would cause the relevant Credit Limit to be exceeded.

3 What payments do you have to make in relation to your Vehicle Loan

3.1. You must pay the Initial Unpaid Balance and all subsequent Advances under the Vehicle Loan to us in accordance with the section titled 'PAYMENTS' in the Initial Disclosure Statement (Vehicle Loan).

3.2. You must repay the Unpaid Balance on the Final Repayment Date. This last repayment amount may be different from the previous payment amounts as it equals the Unpaid Balance on the Final Repayment Date and may therefore include Credit Fees and Charges and any other fees, costs and expenses incurred under this Agreement.

3.3. You must make these payments in accordance with clause 12.

Terms and conditions specific to your WOF Loan (if applicable)

PART B

4 About your WOF Loan

4.1. Your WOF Loan allows you to access finance offered by us in connection with any costs associated in obtaining a warrant of fitness (including any mechanical repairs required in connection with that warrant of fitness) for your Financed Vehicle. You can only use your WOF Loan for this purpose or for any other purpose that we consent to in writing at our discretion.

5 How to receive your WOF Loan

5.1. Your WOF Loan will be made available to you by way of Advances.

5.2. You can request an Advance by making an application to us by phone or email and supplying a quote from one of our approved repairers.

5.3. Any Advance will be made at our discretion and we will not make an Advance if it would cause the relevant Credit Limit to be exceeded.

6 What payments do you have to make in relation to your WOF Loan?

6.1. Each Advance must be repaid within 12 months from the date of that Advance in accordance with the section titled 'PAYMENTS' in the Initial Disclosure Statement (WOF Loan). That schedule requires you to pay minimum weekly payments of the Minimum Payment Amount on each payment date as agreed by us at the time of the Advance. You may pay more than the Minimum Payment Amount at any time.

6.2. You must repay the Unpaid Balance on the Final Repayment Date. This last repayment may be different from the previous Minimum Payment Amounts as it equals the Unpaid Balance on the Final Repayment Date and may therefore include Credit Fees and Charges, and any other fees, costs and expenses incurred under this Agreement.

6.3. You must make these payments in accordance with clause 12.

7 How to cancel your Loan

- 7.1. You have a short time under which you can cancel a Loan. This is explained in the section titled 'HOW TO CANCEL' in the Initial Disclosure Statement.

8 How to access details of your Loan

- 8.1. We will provide you with access details to your loan account so that you can logon to our website and see what payments are due and the Unpaid Balance.

9 How we charge interest

- 9.1. We calculate interest charges by multiplying the Unpaid Balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the Annual Interest Rate by 365.
- 9.2. Interest is charged to your account monthly and you authorise us to debit these amounts from your bank account in accordance with clause 12.

10 Payment of Credit Fees and Charges

- 10.1. You must pay us the full amount of all Credit Fees and Charges when they become due.
- 10.2. You must make these payments in accordance with clause 12.

11 Payment of Default Fees and other fees, costs and expenses

- 11.1. When we ask, you must also pay us the following amounts:
- 11.1.1. Default Fees if you fail to pay to us an amount owing under this Agreement on its due date, and
 - 11.1.2. all costs and expenses that we incur relating to or in connection with this Agreement or any Security including:
 - (a) the preparation, signing, registration (including by way of a financing statement), administration, variation and/or release of this Agreement or any Security;
 - (b) the obtaining of any consent relating to this Agreement or any Security;
 - (c) any act or attempted act to exercise or enforce or protect any right or remedy we have under this Agreement or any Security;
 - (d) any court proceedings relating to this Agreement or any Security;
 - (e) any dispute with you or any other person who claims an interest in a Vehicle (including any Security Interest in that Vehicle);
 - (f) any fines, infringement penalties, levies or taxes owing in relation to the Financed Vehicle; and
 - (g) anything that we do which you should have done under this Agreement or any Security, either under our general rights as a secured lender or under the power of attorney that you have given us under this Agreement and/or under any Security including the payment of taxes.
- 11.2. You agree to reimburse us for the full amount of all costs and expenses that we incur (acting reasonably) as a consequence of your Default under this Agreement. (However, you will not have to reimburse us under this sub-clause for amounts you have already paid us under clause 11.1.)
- 11.3. Nothing that we do will waive our rights to receive from you payment of any Default Fees or other fees, costs and expenses set out in this clause 11. For example, if for any reason we are not able to ask you for payment of any Default Fees or other fees, costs and expenses when they are incurred, we can still ask you for payment at a later date.
- 11.4. You must make these payments in accordance with clause 12.

12 How to make payments

- 12.1. Unless we agree otherwise, you must provide us with a direct debit authority for your bank account authorising us to debit all amounts owing under this Agreement (including the amount of each payment specified in an Initial Disclosure Statement, interest charges, Credit Fees and Charges, Default Fees and all other fees, costs and expenses referred to in clause 11) at the time such amounts become due under this Agreement.
- 12.2. If any payment or debit from your bank account is reversed or dishonoured, you must make that payment on the same Working Day by cash (or equivalent) into our bank account with the BNZ. We are registered as a bill payer under the name Go Car Finance. Any payment by cheque is not deemed to have been made until that cheque has been cleared.
- 12.3. We will credit your loan account with payments as soon as practicable after our receipt of the payment.
- 12.4. If a payment date is not a Working Day the payment is due on the next Working Day.

- 12.5. All payments initiated by you must contain your loan number (included on the top of each page of the Secured Credit Agreement and Secured Revolving Credit Agreement (as applicable)) as reference. If no reference is recorded we will not be able to identify where the funds have come from and will therefore not be able to credit the funds to your loan account until we have proved to our satisfaction that the payment is for the credit of your loan.
- 12.6. If you make a payment to us on the condition that it is in full satisfaction of an Advance or the Unpaid Balance, we are not bound by that statement unless we have agreed to the condition in writing before you make the payment. This means that we are able to credit the payment to any Advance or the Unpaid Balance (as applicable) and you will still owe us the balance of any unpaid Advance or the Unpaid Balance despite your condition. This is subject to your right to repay the Loan in full in accordance with the terms of this Agreement.
- 12.7. You cannot make any deductions from amounts payable under this Agreement or pay an amount less than the amounts specified in an Initial Disclosure Statement because you want to set the payment off against an amount you claim we owe you. We do not have to accept a payment that is less than the amount specified in an Initial Disclosure Statement, but if we do, we can credit it to the Unpaid Balance, any unpaid Advance or to any unpaid Credit Fees and Charges as we consider appropriate.
- 12.8. If any amount is payable under this Agreement and no time is specified as the time for payment then that amount is payable immediately without the need for demand.

13 Your right to prepay the Unpaid Balance

- 13.1. You may prepay the Unpaid Balance in full or in part at any time before it is due.
- 13.2. If you pay part of the Unpaid Balance, you must still pay the remaining payments when they are due in accordance with this Agreement.
- 13.3. If you prepay the Unpaid Balance of a Loan prior to its Final Repayment Date, you may be charged certain fees. See the section titled 'FULL PREPAYMENT' of the Initial Disclosure Statement for details.
- 13.4. If you have purchased an Optional Payment Waiver and have decided to prepay your Vehicle Loan in full before the Final Repayment Date, you may be eligible for a proportionate rebate of any payments you have made in relation to that Optional Payment Waiver. See the section titled 'FULL PREPAYMENT' of the Initial Disclosure Statement (Vehicle Loan) for details.
- 13.5. If we take enforcement action and apply the proceeds of that enforcement to prepay some of the Unpaid Balance, you must still pay us the remaining Unpaid Balance under this Agreement as well as any additional fees, costs and expenses specified in clauses 10 and 11.

14 Other things we can do relating to payments

- 14.1. If you are in Default, and we have accelerated repayment of the Unpaid Balance under clause 16.1, we can apply any payment we receive from you in any way that we determine (where this is reasonable in view of our legitimate business interests). This means, for example, that we can apply it to any Credit Fees and Charges rather than in repayment of an Advance and if several Advances are overdue, we can apply it to whichever Advance we choose.
- 14.2. If we choose, we can capitalise any overdue payment. This means that we can add the unpaid amount to the Unpaid Balance. However, this is entirely at our option and you cannot force us to do this.
- 14.3. If you have a claim against us, we may set off your claim against any amount that you owe us under this Agreement.
- 14.4. If we receive any money following the sale of a Vehicle, we may apply that money to reduce any amount that you owe us under this Agreement in whatever manner we decide, even if you are making a claim (or any person is claiming from you (for example, a subsequent charge holder)) in respect of the money we have received. However, if it turns out that we were not entitled to receive that amount under this Agreement or at law, we will refund that amount to you or credit your loan account accordingly.

15 Changes we can make

- 15.1. Unless this Agreement indicates otherwise and so long as we give you notice within 5 Working Days of the change taking effect, we can change:
 - 15.1.1. the amount, frequency, time for payment or method of calculation of any payment under this Agreement;
 - 15.1.2. the amount, frequency, time for payment or method of calculation of any fee or charge payable under this Agreement; and
 - 15.1.3. any other term and condition under this Agreement.
- 15.2. We will only exercise our power under clause 15.1 to make a change if it is to protect or further our legitimate business interests and, unless there are reasons specific to your Loan that require otherwise, any change that we make will be made across all loans of a similar type to your Loan.
- 15.3. If you request and we agree (including a request for a Payment Arrangement (PTP) under clause 17.1), we may make a change to this Agreement. If the change is favourable to you (for example, because it reduces your payment obligations or extends the time for payment) we will give you notice within 5 Working Days of the change taking effect. Otherwise we will give you notice before the change takes effect.

16 Default and acceleration of repayment

- 16.1. If you are in Default under this Agreement and you do not:
 - 16.1.1. remedy that Default, or
 - 16.1.2. in the case of a payment Default, you do not remedy that Default or enter into a Payment Arrangement,within 21 days of the date of the relevant Default, we may accelerate repayment of the Unpaid Balance. This means that we can give you notice requiring you to repay the Unpaid Balance to us even if the scheduled time for repayment has not yet arrived.
- 16.2. A Default occurs under this Agreement if:
 - 16.2.1. you do not pay us an amount when it is due and payable under this Agreement;
 - 16.2.2. you do something you have agreed not to do, or do not do something you have agreed to do either under this Agreement or any Security and we believe this will have a material impact on us after giving you 5 days to fix the breach if we believe it can be fixed;
 - 16.2.3. you give us incorrect or misleading or deceptive information in connection with this Agreement or any Security and, in our opinion, this affects or is likely to affect our legitimate business interests;
 - 16.2.4. you have acted fraudulently in connection with this Agreement or any Security and, in our opinion, this affects or is likely to affect our legitimate business interests;
 - 16.2.5. an Insolvency Event happens in relation to you;
 - 16.2.6. the motor vehicle insurance required to be obtained by you under this Agreement (see clause 26) is no longer valid and, in our opinion, this affects or is likely to affect our legitimate business interests;
 - 16.2.7. we reasonably believe that any Vehicle is "at risk" (as defined in the CCCFA);
 - 16.2.8. you tamper with, alter, disconnect or remove the Starter Interrupt Device from the Financed Vehicle;
 - 16.2.9. you breach an AML/CFT warranty or undertaking in clause 39.4, or we determine on reasonable grounds that your status under the AML/CFT has changed, and as a result we consider that we cannot meet our obligations under the AML/CFT;
 - 16.2.10. you Default under any other contract to any other person and that person has the right to accelerate any payments or exercise any rights over any of your personal or real property and, in our opinion, this affects or is likely to affect our legitimate business interests.
- 16.3. You must tell us immediately if you think you are in Default.

17 Payment Arrangement (PTP)

- 17.1. If you have Defaulted in your obligation to pay us an amount when it is due and payable under this Agreement, we can, in our sole discretion, enter into an arrangement with you whereby you agree to pay off the overdue amount in instalments at certain agreed times (a "**Payment Arrangement (PTP)**").
- 17.2. We will only enter into a Payment Arrangement if, in our opinion, the Payment Arrangement is credible, meaning that we think it is likely that you will be able to meet the terms of the Payment Arrangement (PTP).
- 17.3. In order to assess whether a Payment Arrangement is credible we will consider, amongst other factors, your history of previous payments and any other Payment Arrangements (PTP).
- 17.4. If we have agreed to a Payment Arrangement (PTP), we will usually confirm that Payment Arrangement (PTP) to you via text message although we can use any of the forms of communication specified in clause 21.

18 Hardship Application

- 18.1. If you are unable to reasonably keep up with your scheduled payments under this Agreement because of an unforeseen event such as illness, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation.
- 18.2. Details of how to do this are included in the section titled 'WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP' in the Initial Disclosure Statement.

19 Security Interest in each Vehicle

- 19.1. To secure to us payment of all amounts owing under this Agreement and the performance by you of all of the terms of this Agreement, you grant us a Security Interest in each Vehicle (including but not limited to all parts of each Vehicle, rights to the proceeds of each Vehicle and all of your rights relating to each Vehicle).
- 19.2. We may register our Security Interest on the PPSR.
- 19.3. You must do anything we ask in order to:
 - 19.3.1. provide more effective security over a Vehicle;
 - 19.3.2. enable us to register our Security Interest with the agreed priority (and, if required, renew its registration) over a Vehicle; and
 - 19.3.3. enable us to exercise our rights over a Vehicle.
- 19.4. You promise:
 - 19.4.1. that there are no Security Interests granted to any other parties in any Vehicle, or if there are, that these have been disclosed to, and accepted by, us in writing; and
 - 19.4.2. not to grant a Security Interest in any Vehicle to any other party.

CLAUSE NOT APPLICABLE

21 Notices and communication

- 21.1. Communications to you may be:
- 21.1.1. given to you personally;
 - 21.1.2. if you are an individual, left at the residential or business address last known to us;
 - 21.1.3. if you are a body corporate, left at the registered office or business address last known to us with someone who appears to work there;
 - 21.1.4. sent by pre-paid post to either of the places specified in clauses 21.1.2 and 21.1.3;
 - 21.1.5. if you have consented to electronic disclosure in the Acknowledgment and Declaration, sent by electronic means to the email address specified in the Agreement;
 - 21.1.6. to any other address that you specify now or in the future and we may use that address to communicate with you;
 - 21.1.7. if you provide us with a mobile phone number, given by text message or phone call; or
 - 21.1.8. given by any other means permitted by law.
- 21.2. Communications for us may be:
- 21.2.1. delivered personally to our registered office listed in the section titled 'FULL NAME AND ADDRESS OF LENDER' in the Initial Disclosure Statement and given to one of our employees or officers;
 - 21.2.2. sent by pre-paid post to the place in clause 21.2.1; or
 - 21.2.3. sent electronically to our email address listed in the section titled 'FULL NAME AND ADDRESS OF LENDER' in the Initial Disclosure Statement or such other email address that we notify to you in writing.
- 21.3. You agree we can leave our name and telephone number with anyone who answers any of the phone numbers you have provided us or with anyone who you tell us is your contact person.
- 21.4. You must give us three Working Days' notice before you change your name, your address, the place where any Vehicle is stored, your email address or your telephone number(s).
- 21.5. If you go overseas for any period, each other co-borrower (if any) remaining in New Zealand is hereby appointed as your agent to receive service on your behalf of any notice to you from us under the Property Law Act 2007. If we are unable to give notice to a borrower then we may use this clause to give notice or serve notice on the available other co-borrower.
- 21.6. If there is no other co-borrower remaining in New Zealand then you must appoint another person as your agent to receive service on your behalf before you leave New Zealand. Please contact us for assistance if you are uncertain how to do this.

22 Information

- 22.1. You irrevocably authorise any person to give us such information as we may reasonably request as part of our administration and enforcement of this Agreement but only to the extent required to protect our legitimate business interests. This includes but is not limited to the persons you have provided as contacts when applying for your Loan.
- 22.2. You irrevocably authorise us to give any third party details of this Agreement or any associated loan application or any financial dealings that we may have with you as long as we are acting in accordance with our privacy policy (which we have provided to you) when we provide this information.
- 22.3. You warrant and undertake that all information you have provided to us (to the best of your knowledge and belief) is true and correct in all material respects.

23 No release

- 23.1. You agree that you will not be released from this Agreement or your obligations reduced if it transpires that you lacked the legal capacity to enter into this Agreement or if this Agreement is or becomes void or unenforceable in full or in part.

24 Vehicle

- 24.1. You must do the following things in relation to a Vehicle:
- 24.1.1. store that Vehicle at the address of the owner of the Vehicle shown in the Initial Disclosure Statement (Vehicle Loan);
 - 24.1.2. care for and maintain that Vehicle;
 - 24.1.3. comply with all laws relating to the ownership and use of that Vehicle; and
 - 24.1.4. allow us to inspect that Vehicle at the address of the owner of the Vehicle shown in the Initial Disclosure Statement (Vehicle Loan) provided we first give you 24 hours' written notice.
- 24.2. You must not do any of the following things in relation to a Vehicle:
- 24.2.1. anything that could adversely affect your rights of ownership in that Vehicle;
 - 24.2.2. dispose of that Vehicle (including by way of sale, or gift or lease);
 - 24.2.3. allow someone else to have possession of that Vehicle;
 - 24.2.4. destroy, damage, endanger or disassemble that Vehicle;
 - 24.2.5. conceal or hide that Vehicle from us;
 - 24.2.6. grant any other Security Interest in that Vehicle or allow any lien to be created over that Vehicle;
 - 24.2.7. arrange for that Vehicle to be moved out of New Zealand;
 - 24.2.8. use that Vehicle for any dangerous or illegal activity or for any purpose for which it was not intended;
 - 24.2.9. use that Vehicle in any race or competitive activity; or
 - 24.2.10. obtain any personalised registration plate or remove or alter any serial number of that Vehicle without our prior written permission.
- 24.3. If you install or fix anything to a Vehicle then that thing becomes part of that Vehicle and subject to our Security Interest in that Vehicle.
- 24.4. We have the right to take possession of a Vehicle if this is required to enable us to perfect our Security Interest in that Vehicle.
- 24.5. You acknowledge and agree to contract out of the Consumer Guarantees Act 1993 if the Financed Vehicle has been acquired in trade (within the meaning of the Consumer Guarantees Act 1993). This means that you will not have certain guarantees that would otherwise be available to you when acquiring goods from a supplier.
- 24.6. You waive your right to receive a verification statement following registration by us of a Security Interest in each Vehicle.

25 Rights over the Vehicles on Default

- 25.1. If you Default under this Agreement we may, without giving you any notice unless we are required to do so by law, take possession of any Vehicle and then sell that Vehicle.
- 25.2. We may sell or dispose of any Vehicle by auction or otherwise, or in any manner as if we were the unencumbered owner of that Vehicle subject to any applicable obligations on us under any applicable law (for example, any requirement on us to give you notice or to wait for a period of time before exercising our rights of sale).
- 25.3. You agree that if we sell or dispose of a Vehicle, you will not challenge the purchaser's right to that Vehicle or our right to sell or dispose of that Vehicle. Nor will you try to reclaim that Vehicle. No purchaser shall be bound to investigate our right to sell or dispose of that Vehicle or whether we are exercising that right properly.
- 25.4. To enable us to take possession of a Vehicle in accordance with this Agreement, you irrevocably authorise us, and our agents, to enter any premises at which we reasonably suspect a Vehicle is located provided that we comply with all applicable laws in this respect.
- 25.5. We are not liable in any way to you or to any third party for any damage or loss which occurs in the process of entry into any premises or during or as a result of the seizure and subsequent sale of any Vehicle and you indemnify us against such damage or loss.

26 Insurance over Vehicles

- 26.1. All Vehicles must be insured at all times under a Comprehensive Vehicle Insurance Policy as defined by the Insurance Council of New Zealand.
- 26.2. The insurance must be in the name of the owner of the Vehicle shown in the Initial Disclosure Statement (Vehicle Loan) and must register us as an interested party. In the event of any claim under the policy, all payments are to be paid to us and you hereby authorise any insurance company to make all payments to us and confirm that receipt by us is receipt by the insured under the policy.
- 26.3. You must pay all premiums when they are due and you must not do anything that would result in the insurance being cancelled or invalidated.
- 26.4. We may, if permitted under the CCCFA, receive a commission on any insurance required under this Agreement or subsequently required by us (acting reasonably and in accordance with applicable law).

27 Our rights to protect our interests

- 27.1. If any payment is required to be made in relation to a Vehicle, either because you have not done something or because you have done something you must not do, then we may, but are not obliged to, make that payment.
- 27.2. You indemnify us against any expense we might incur or any loss we may suffer because you do something you say you will not do or you do not do something you say you will in relation to any Vehicle. This indemnity includes paying us any goods and services tax we might incur and all costs on a full indemnity basis.
- 27.3. Any amount that you owe us under this clause 27 may be added to the Unpaid Balance and will accrue interest.

Starter Interrupt Device

PART E

28 Installation

- 28.1. The installation of a Starter Interrupt Device in the Financed Vehicle is a compulsory condition of this Agreement. For the avoidance of doubt, if you have granted us a Security Interest in more than one Vehicle, only the Financed Vehicle will be fitted with a Starter Interrupt Device.

29 How the Starter Interrupt Device works

- 29.1. The Starter Interrupt Device uses GPS tracking to enable us to locate the Financed Vehicle at any time of the day or night. The Starter Interrupt Device is also a starter interrupt system and may be used to immobilise the Financed Vehicle.
- 29.2. The Starter Interrupt Device is tamper proof and cannot be opened. If you try and open it or remove it several areas of the Financed Vehicle's electronics will be switched off.

30 Charges relating to the Starter Interrupt Device

- 30.1. Any charges relating to the Starter Interrupt Device are set out in the Initial Disclosure Statement (Vehicle Loan).

31 Removal of the Starter Interrupt Device

- 31.1. The Financed Vehicle must be made available to us at our offices or a place nominated by us once all amounts owing to us under this Agreement have been repaid in full so that the Starter Interrupt Device can be taken out of the Financed Vehicle.

32 Tampering with the Starter Interrupt Device

- 32.1. Tampering with, altering, disconnecting or removing the Starter Interrupt Device from the Financed Vehicle will be considered a Default under this Agreement (see clause 16). If you or anyone else does this:
 - 32.1.1. you will be liable to pay the tamper fee as set out in the Initial Disclosure Statement (Vehicle Loan); and
 - 32.1.2. we can deem that Financed Vehicle to be "at risk" (as defined in the CCCFA) and are therefore able to immediately repossess that Financed Vehicle without having to serve you the notices as would otherwise be required under the CCCFA.

33 When we can activate the Starter Interrupt Device

- 33.1. We may activate the Starter Interrupt Device if:
 - 33.1.1. there is a payment Default under clause 16.2.1 and you have not remedied that payment Default nor made a Payment Arrangement (PTP) with us to catch up that payment within 6 days of the due date for payment;
 - 33.1.2. if you have entered into a Payment Arrangement (PTP) and miss a scheduled payment under that Payment Arrangement (PTP);
 - 33.1.3. you have failed to make the Financed Vehicle available to us in accordance with clause 31.1 and we are unable to contact you to arrange for the removal of the Starter Interrupt Device from that Financed Vehicle; or
 - 33.1.4. you have advised us that the Financed Vehicle has been stolen.
- 33.2. In the case of clauses 33.1.1 and 33.1.3, before we activate the Starter Interrupt Device we will notify you by text at three days and at six days after the date of non-payment or non-delivery of the Financed Vehicle. On the seventh day after the date of non-payment or non-delivery, the Financed Vehicle's starter will be disabled. In the case of clause 33.1.2 we will notify you by text on the day after the date of non-payment. On the third day after the date of non-payment the Financed Vehicle's starter will be disabled.
- 33.3. Once we have activated the Starter Interrupt Device, you will not be able to start the Financed Vehicle until you have complied with the relevant requirements in clause 35 below.

34 Your obligations when the Starter Interrupt Device has been activated

- 34.1. Although you will not be able to start the Financed Vehicle you are required to do the following to the extent possible:
 - 34.1.1. remain in possession of the Financed Vehicle;
 - 34.1.2. retain exclusive physical control of the Financed Vehicle; and
 - 34.1.3. remain responsible for the Financed Vehicle's safety and insurance as if you have complete control over the Financed Vehicle, unless and until we take possession of the Financed Vehicle in accordance with the CCCFA and this Agreement.

35 How to have the Starter Interrupt Device deactivated

- 35.1. You can have the Starter Interrupt Device in the Financed Vehicle deactivated by:

- 35.1.1. in the case of a payment Default referred to in clause 33.1.1 and/or 33.1.2, paying the amount overdue to us in full or by making a Payment Arrangement (PTP) with us; or
- 35.1.2. in the case of a breach under clause 33.1.3, by contacting us and agreeing a time to return the Financed Vehicle to us in accordance with clause 31.1.

36 What happens in an emergency

- 36.1. In an emergency you can contact our office or, if it is outside of business hours, you can override the Starter Interrupt Device and this will enable you to start the Financed Vehicle and operate it for a period of three hours.
- 36.2. This emergency override is limited to six times over the life of the Vehicle Loan. Therefore you should use it only when the circumstances justify doing so.
- 36.3. To enable the emergency override you must logon to your account at www.gocar.co.nz.

37 Repairing the Starter Interrupt Device

- 37.1. We or our authorised representatives are the only persons permitted to repair and perform maintenance on the Starter Interrupt Device.
- 37.2. If maintenance or repairs are needed to the Starter Interrupt Device, you will need to promptly make the Financed Vehicle available at a place nominated by us.
- 37.3. We will pay for the costs for repair and maintenance of the Starter Interrupt Device, except for repairs that are caused by your tampering with, altering, disconnecting or removing the Starter Interrupt Device.

38 Liability for losses and costs

- 38.1. We will not (nor will any vendor of the Starter Interrupt Device) have any liability of any nature to you for any loss or cost incurred or suffered by you as a result of, directly or indirectly, any malfunctioning of the Starter Interrupt Device or the normal operation of the Starter Interrupt Device.

General Terms

PART F

39 Miscellaneous

- 39.1. If a provision of this Agreement is or becomes illegal, invalid or unenforceable under any law then the legality, validity or enforceability of that provision under another law or the legality, validity or enforceability of another provision of this Agreement will not be affected.
- 39.2. If we fail to exercise or delay the exercise of any of our rights under this Agreement or any Security, that does not mean that we have waived any of our rights under this Agreement or any Security and it does not stop us from exercising our rights under this Agreement or any Security at any time.
- 39.3. You warrant and undertake that all information you have provided to us is true and correct in all respects.
- 39.4. For the purposes of the AML/CFT, unless you have advised us otherwise and we have accepted, you warrant and undertake:
 - 39.4.1. that you are entering into this Agreement in your own right as the sole person with a beneficial interest in this Agreement and each Vehicle;
 - 39.4.2. no information has been withheld and all information you have given us is correct to enable us to determine your status under the AML/CFT; and
 - 39.4.3. you will provide such further information as we may reasonably request during the term of this Agreement to enable us to comply with our obligations under AML/CFT.
- 39.5. If:
 - 39.5.1. any warranty given under this clause 39 is incorrect;
 - 39.5.2. you fail to provide information under this clause 39 when requested; or
 - 39.5.3. we determine on reasonable grounds that your status under the AML/CFT has changed,and as a result of any of these we consider that we cannot meet our obligations under the AML/CFT, then a Default will occur under this Agreement (see clause 16).

40 Assignment

- 40.1. We may assign or transfer all or part of our rights and/or obligations under this Agreement at any time and to any person we reasonably believe is capable of performing our obligations under this Agreement without your consent.
- 40.2. Anyone to whom we transfer or assign our rights or obligations to will have the same rights and obligations against you under this Agreement as if it were named in this Agreement as the lender.

- 40.3. Within 10 Working Days of the transfer or assignment taking effect we will disclose to you certain information about the new lender as required under the CCCFA.
- 40.4. We may disclose, on a confidential basis, to any potential assignee, transferee or other person with whom we anticipate entering into contractual relations in connection with this Agreement, any information about you whether or not that information was obtained in confidence and whether or not that information is publicly available.
- 40.5. You may not assign or transfer any of your rights and/or obligations under this Agreement without our prior written consent.

41 Loan accounts and certificates

- 41.1. Entries that we make in the accounts that we maintain will be evidence of the existence, and amounts, of your obligations under this Agreement, subject to manifest or proven error.

42 Applicable law

- 42.1. This Agreement is governed by and is to be construed in accordance with the laws of New Zealand.

43 Definitions

- 43.1. In this Agreement we use a number of words and expressions that have a special meaning. These are:
- 43.1.1. "Acknowledgment and Declaration" means the acknowledgment and declaration contained in the Initial Disclosure Statement.
 - 43.1.2. "Advance" means each amount advanced (or to be advanced) to you under this Agreement.
 - 43.1.3. "Agreement" means the Secured Credit Agreement and/or the Secured Revolving Credit Agreement (if applicable) and, as the context requires, each agreement made between you and us and evidenced by each document contained in the Document Pack.
 - 43.1.4. "AML/CFT" means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 as amended or replaced.
 - 43.1.5. "Annual Interest Rate" means the per annum rate of interest stated in the Initial Disclosure Statement or any Change Disclosure Statement.
 - 43.1.6. "CCCFA" means the Credit Contracts and Consumer Finance Act 2003 as amended or replaced.
 - 43.1.7. "Change Disclosure Statement" means a statement that we give you when we agree to make a change to this Agreement.
 - 43.1.8. "Credit Fees and Charges" means the fees and charges that you are required to pay us (other than an Advance or interest on an Advance), as set out in each Initial Disclosure Statement or any Change Disclosure Statement.
 - 43.1.9. "Credit Limit" means:
 - (a) in relation to the Vehicle Loan, the Initial Unpaid Balance; and
 - (b) in relation to the WOF Loan, the maximum amount of credit available to you as stated in the section titled 'CREDIT DETAILS' in the Initial Disclosure Statement (WOF Loan) or in any Change Disclosure Statement relating to that WOF Loan.
 - 43.1.10. "Deed of Variation" means any deed of variation entered into between the parties to the Agreement.
 - 43.1.11. "Default" is defined in clause 16.2.
 - 43.1.12. "Default Fees" means the default fees stated in an Initial Disclosure Statement or any Change Disclosure Statement.
 - 43.1.13. "Starter Interrupt Device" means a GPS tracking device selected by us and installed in the Financed Vehicle in accordance with clause 28.1.
 - 43.1.14. "Document Pack" has the meaning given to that term in the document titled 'Important Information Checklist for Borrowers'.
 - 43.1.15. "Effective Date" means the date referred to as the 'Contract Date' at the top of the Initial Disclosure Statement.
 - 43.1.16. "Final Repayment Date" means:
 - (a) in relation to the Vehicle Loan, the date shown as the final repayment date in the section titled 'PAYMENTS' in the Initial Disclosure Statement (Vehicle Loan) or in any Change Disclosure Statement; and
 - (b) in relation to the WOF Loan, the date notified to you in writing by the Lender.
 - 43.1.17. "Financed Vehicle" means the Vehicle financed by us in accordance with the terms of the Vehicle Loan.
 - 43.1.18. "Initial Disclosure Statement" means the Initial Disclosure Statement (Vehicle Loan) and/or the Initial Disclosure Statement (WOF Loan) (if applicable) as the context requires.

- 43.1.19. "Initial Disclosure Statement (Vehicle Loan)" means the initial disclosure statement provided to you as part of this Agreement which outlines key information in relation to your Vehicle Loan.
- 43.1.20. "Initial Disclosure Statement (WOF Loan)" means the initial disclosure statement provided to you as part of this Agreement which outlines key information in relation to your WOF Loan.
- 43.1.21. "Initial Unpaid Balance" means the amount you owe us as at the Effective Date as stated in the Initial Disclosure Statement.
- 43.1.22. "Insolvency Event" means any of the following events:
- (a) you die;
 - (b) become bankrupt;
 - (c) you commit an act of bankruptcy; or
 - (d) you are in business and you cease or threaten to cease to carry on that business
- 43.1.23. "Lender" has the meaning given to that term in the section titled 'FULL NAME AND ADDRESS OF LENDER' of the Specific Terms and Conditions.
- 43.1.24. "Loan" means the Vehicle Loan and/or the WOF Loan (if applicable) as the context requires.
- 43.1.25. "Minimum Payment Amount" means the minimum amount of each payment as stated in the Initial Disclosure Statement (WOF Loan) or in any Change Disclosure Statement relating to the WOF Loan.
- 43.1.26. "Optional Insurances" means the Mechanical Breakdown Insurance and Motor Vehicle - Comprehensive Insurance as detailed in the section titled 'OPTIONAL PRODUCTS' in the Specific Terms and Conditions (Vehicle Loan).
- 43.1.27. "Optional Payment Waiver" has the meaning given to that term in clause 8 of the Optional Payment Waiver Terms and Conditions.
- 43.1.28. "Optional Payment Waivers Terms and Conditions" means the terms and conditions contained in the Document Pack relating to the Optional Payment Waivers.
- 43.1.29. "Payment Arrangement (PTP)" has the meaning given to that term in clause 17.1.
- 43.1.30. "Payment Date" means the date that each payment is due as stated in the section titled 'PAYMENTS' in the Initial Disclosure Statement or in any Change Disclosure Statement.
- 43.1.31. "PPSA" means the Personal Property Securities Act 1999 as amended or replaced.
- 43.1.32. "PRSR" means the Personal Property Securities Register established under the PPSA.
- 43.1.33. "Secured Credit Agreement" means the secured credit agreement under which the Vehicle Loan is provided to you (including for the avoidance of doubt the documents listed in the Specific Terms and Conditions (Vehicle Loan) as forming part of the Secured Credit Agreement).
- 43.1.34. "Secured Property" has the meaning given to that term in the Specific Terms and Conditions.
- 43.1.35. "Secured Revolving Credit Agreement" means the secured revolving credit agreement under which the WOF Loan (if any) is provided to you (including for the avoidance of doubt the documents listed in the Specific Terms and Conditions (WOF Loan) as forming part of the Secured Revolving Credit Agreement).
- 43.1.36. "Security" means each Security Interest described in the Initial Disclosure Statement or in any Change Disclosure Statement.
- 43.1.37. "Security Interest" includes:
- (a) a mortgage, pledge, charge, lien, hypothecation, encumbrance, deferred purchase, title retention, finance lease, contractual right of set-off, flawed asset arrangement, sale-and-repurchase and sale-and-leaseback arrangement, order and other arrangement of any kind, the economic effect of which is to secure a creditor; and
 - (b) a "security interest" as defined in section 17(1)(a) of the PPSA in respect of which the relevant person is the debtor,
- but does not include:
- (c) a lien arising solely by operation of law;
 - (d) a security interest taken in collateral by a seller to the extent that it secures the obligation to pay all or part of the purchase price of that collateral, where that collateral is purchased in the ordinary course of business of the buyer and the purchase price is paid within 60 days of supply; or
 - (e) a netting or set-off arrangement entered into in the ordinary course of a person's banking arrangements for the purpose of netting debit and credit balances.
- 43.1.38. "Specific Terms and Conditions" means the Specific Terms and Conditions (Vehicle Loan) and/or the Specific Terms and Conditions (WOF Loan) as the context requires.
- 43.1.39. "Specific Terms and Conditions (Vehicle Loan)" means the specific terms and conditions which relate to the Vehicle Loan and provided to you as part of the Document Pack.
- 43.1.40. "Specific Terms and Conditions (WOF Loan)" means the specific terms and conditions which relate to the WOF Loan and provided to you as part of the Document Pack.
- 43.1.41. "Terms and Conditions Booklet" means these terms and conditions which apply to this Agreement.

- 43.1.42. "Unpaid Balance" means, at any time, the sum of all Advances outstanding at that time, plus all interest, Credit Fees and Charges, Fees, all fees, costs and expenses owing under clause 11, all amounts owing under clause 27 and all other amounts that you owe us under this Agreement at that time.
- 43.1.43. "Vehicle" means each vehicle described in the section titled 'WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS' of the Initial Disclosure Statement over which you have given us a Security Interest and, for the avoidance of doubt, includes the Financed Vehicle.
- 43.1.44. "Vehicle Loan" means the secured loan provided to you under the Secured Credit Agreement for the primary purpose of financing the purchase of the Financed Vehicle.
- 43.1.45. "Vendor" has the meaning given to that term in the section titled 'PARTIES TO THIS DEED' in the Specific Terms and Conditions (Vehicle Loan).
- 43.1.46. "WOF" means a warrant of fitness.
- 43.1.47. "WOF Loan" means the secured loan provided to you under the Secured Revolving Credit Agreement for the primary purpose of financing WOF related repairs to the Financed Vehicle.
- 43.1.48. "Working Day" means any day other than a Saturday, Sunday or a national public holiday in New Zealand.

44 Interpretation

- 44.1. In this Agreement the following interpretation is to apply unless the context requires otherwise:
 - 44.1.1. a reference to:
 - (a) "borrower", "you" or "your" means you and each other co-borrower (if applicable);
 - (b) "lender", "we", "us" or "our" means Go Car Finance Limited; and
 - (c) "person" includes an organisation as defined in the PPSA;
 - 44.1.2. each gender shall include other genders;
 - 44.1.3. where there is more than one borrower, all obligations of you and your co-borrower(s) are joint and several;
 - 44.1.4. any expression not described or defined in this Agreement shall have the meaning given to it in the PPSA or the CCCFA (unless defined otherwise in this Agreement);
 - 44.1.5. the singular includes the plural and the plural include the singular;
 - 44.1.6. a reference to a party to this Agreement is a reference to that party and their executors, administrators and successors in title; and
 - 44.1.7. a reference to:
 - (a) a document or agreement includes any variation or replacement of it;
 - (b) law means common law, principles of equity and laws made by parliament (including regulations, amendments and re-enactments or replacements of such law); and
 - (c) anything includes the whole and each part of it.

PAYMENT WAIVERS

These Terms and Conditions apply to all Optional Payment Waivers

PART A

General terms and conditions applicable to all your Optional Payment Waivers

1 Introduction

- 1.1. We provide the following three Optional Payment Waivers covering the Events set out below:
 - 1.1.1. Health Waiver - This will help if you cannot repay your Vehicle Loan because of Sickness, Hospitalisation or Terminal Illness.
 - 1.1.2. Work Waiver - This will help if you cannot repay your Vehicle Loan because you are made Redundant, are Unemployed or are Job Seeking.
 - 1.1.3. Restart Waiver - This will help if you have an approved Total Loss claim under a fully Comprehensive Motor Vehicle Insurance Policy and the Total Loss Payment does not cover the Unpaid Balance of your Vehicle Loan at the time of the Total Loss.
- 1.2. Each Optional Payment Waiver is subject to the terms and conditions contained in this Agreement. We note that conditions, exclusions and limitations apply to each Optional Payment Waiver.
- 1.3. There is no obligation on you to purchase an Optional Payment Waiver. It is completely at your discretion.
- 1.4. An Optional Payment Waiver is given in exchange for the payment of a waiver fee which will be documented in the section titled 'OPTIONAL PRODUCTS' in the Specific Terms and Conditions (Vehicle Loan).

2 Conditions

- 2.1. If an Event covered by the Optional Payment Waiver you have selected occurs before the Termination Date, we will waive the relevant Waived Payments, provided that:
 - 2.1.1. we have received written notification in accordance with clause 3;
 - 2.1.2. you have provided us with any supporting documentation required in accordance with clause 4;
 - 2.1.3. none of the General Exclusions apply; and
 - 2.1.4. none of the specific exclusions for that Event apply (see clauses 12, 15 and 18, as applicable).

3 Notification

- 3.1. You must give notice of an entitlement to any Waived Payment to us or any other person nominated by us (our 'Agent') as soon as possible but in any event within 60 days after the Event occurs.

4 Supporting Documentation and Evidence

- 4.1. You must provide us or our Agent with all supporting documentation and evidence that we reasonably require from time to time to support your claim, including:
 - 4.1.1. in the Event of Total Loss:
 - (a) providing written evidence from the Vehicle Insurer detailing the Total Loss event and Total Loss Payment and any other information, documentation or statutory declaration we or our Agent reasonably requires.
 - 4.1.2. in the Event of Sickness and Hospitalisation:
 - (a) evidence that you have obtained and followed the advice of a registered medical practitioner as soon as possible; and/or
 - (b) evidence that you have undergone examination by a registered medical practitioner appointed by us or our Agent, at our expense.
 - 4.1.3. in the Event of Terminal Illness:
 - (a) evidence that you have obtained and followed the advice of a registered medical practitioner as soon as possible; and

- (b) evidence that you have undergone examination by a registered medical practitioner appointed by us or our Agent from time to time, at our expense;
- (c) by providing us with copies of your medical records of any kind in relation to your medical condition; and/or
- (d) by providing a report from a registered medical practitioner detailing the nature of your illness and an estimate of your life expectancy.

4.1.4. in the Event of Redundancy:

- (a) by providing written evidence from your former employer of your redundancy, and from Work & Income New Zealand of your registration for new employment; and
- (b) by providing written evidence from Work & Income New Zealand of your registration for new employment from time to time until you obtain new employment or the Termination Date occurs.

4.2. You must also maintain contact with us or our Agent during the period that your payments are waived in accordance with your Optional Payment Waiver.

4.3. For the purposes of the Privacy Act 1993, you acknowledge and agree to the disclosure of the supporting documentation referred to in clause 4.1 to us or our Agent.

5 General Exclusions

5.1. No payments will be waived if any of the Events arise directly or indirectly from:

- 5.1.1. a state of affairs that existed prior to the Effective Date of the Secured Credit Agreement that you knew, or ought to have known, was likely to lead to an Event;
- 5.1.2. any medical condition for which you have received any medical advice or medical treatment in the six months immediately prior to the Effective Date of the Secured Credit Agreement;
- 5.1.3. any Accidental Injury for which you have received any medical advice or medical treatment prior to the Effective Date of the Secured Credit Agreement;
- 5.1.4. any aerial activity, unless travelling as a ticket holding passenger or aircrew on a scheduled flight in a fixed wing aircraft owned and operated by a licensed airline or charter company;
- 5.1.5. engaging in competitive motor racing of any kind, parachuting, hang-gliding or any professional sporting activity;
- 5.1.6. HIV or any other sexually transmitted disease;
- 5.1.7. any psychiatric or psychological illness (including mental stress, anxiety and depression);
- 5.1.8. any act of declared or undeclared war, invasion or civil war (including an Act of Terrorism);
- 5.1.9. nuclear weapons material, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste;
- 5.1.10. an earthquake, volcanic eruption, hurricane, tornado, hydrothermal activity, subterranean fire or other convulsions of nature; and/or
- 5.1.11. any notice of an entitlement or information provided by or on behalf of you in accordance with clauses 3 or 4 (as applicable) which is in any respect false or fraudulent.

6 General Limitations

6.1. The following limitations apply:

- 6.1.1. if more than one of the Events applies at the same time, you are only entitled to Waived Payments in respect of the first occurring Event;
- 6.1.2. the Waived Payments only apply once, regardless of how many Borrowers there are;
- 6.1.3. there are limits on the total amount you can claim in relation to Waived Payments for a specific category of Event, as set out in clause 11, 14 and 17 (as applicable).

7 Cancellation and Rebate

- 7.1. If you wish to cancel an Optional Payment Waiver but not the Secured Credit Agreement you may do so by writing to us or our Agent within 14 days of the Effective Date of the Secured Credit Agreement.
- 7.2. If you cancel an Optional Payment Waiver, we will refund you the proportion of that cost that you have paid for the Optional Payment Waiver that applies to the period after the cancellation date (if any). We note that this will not reduce your regular loan payments that are due in accordance with the terms of the Secured Credit Agreement but may reduce the term of your Vehicle Loan.
- 7.3. If you prepay the Unpaid Balance of your Vehicle Loan in full prior to the Final Repayment Date, a proportional rebate of the cost of the Optional Payment Waivers you have purchased will be taken into account when calculating the Unpaid Balance of the Vehicle Loan.
- 7.4. All Optional Payment Waivers will automatically be cancelled without the need for any further notice to you on the Termination Date.
- 7.5. If you wish to cancel your Secured Credit Agreement, please refer to the section titled 'RIGHT TO CANCEL' in the Initial Disclosure Statement (Vehicle Loan).

8 Definitions

- 8.1. Unless the context otherwise requires, terms defined in the Terms and Conditions Booklet have the same meaning when used herein and:
- 8.1.1. 'Accidental Injury' means any bodily injury to you caused solely and directly by accidental external and visible means.
 - 8.1.2. 'Act of Terrorism' means an act, including but not limited to the use of force or violence and threat of any person or group, whether acting alone or on behalf of or in connection with any organisation or government that from its nature or context is done for, or in connection with political, religious, ideological, ethnic or similar purposes or reasons, including the intention to influence any government and/or to put the public or any part of the public in fear.
 - 8.1.3. 'Agent' is defined in clause 3.1.
 - 8.1.4. 'Comprehensive Motor Vehicle Insurance Policy' means a comprehensive insurance policy that covers you against accidental loss or damage to the Financed Vehicle, and that is in force at the date of the Total Loss.
 - 8.1.5. 'Events' means any of the events specified in clause 1.1.
 - 8.1.6. 'Excluded Payment Amounts' means, on any date, the amount that the loan payments are in arrears as a result of a missed payment or late payment.
 - 8.1.7. 'General Exclusions' means each event contained in clause 5.
 - 8.1.8. 'General Limitations' has the meaning given to that term in clause 6.
 - 8.1.9. 'Health Waiver' means a waiver given in accordance with the section of this Agreement titled 'Health Waiver'.
 - 8.1.10. 'HIV' means the Human Immunodeficiency Virus, the causative agent for the Acquired Immunodeficiency Syndrome (AIDS) and its related syndromes Lymphadenopathy Syndrome (LAS) and AIDS Related Complex (ARC).
 - 8.1.11. 'Hospitalisation' has the meaning given to that term in clause 10.1.2.
 - 8.1.12. 'Insufficient Total Loss Payment' has the meaning given to that term in clause 16.1.1.
 - 8.1.13. 'Job Seeking' has the meaning given to that term in clause 13.1.3.
 - 8.1.14. 'Optional Payment Waiver' means a Health Waiver, a Work Waiver and/or a Restart Waiver, as the context requires.
 - 8.1.15. 'Permanent Employment' means working for salary, wages, commission, compensation, fees or employment income and employed by an employer on a permanent basis for a minimum of 20 hours per week.
 - 8.1.16. 'Redundant, Redundancy' means the situation where an employer has formally confirmed that a person's employment is terminated because the employee is surplus to the requirements of the employer's business.
 - 8.1.17. 'Restart Waiver' means a waiver given in accordance with the section of this Agreement titled 'Restart Waiver'.
 - 8.1.18. 'Secured Credit Agreement' has the meaning given to that term in the Terms and Conditions Booklet.
 - 8.1.19. 'Self Employed' means a person who, otherwise than as an employee and whether alone or together with another person or other people, carries on a business in New Zealand.
 - 8.1.20. 'Sickness' has the meaning given to that term in clause 10.1.1.
 - 8.1.21. 'Terminal Illness' has the meaning given to that term in clause 10.1.3.
 - 8.1.22. 'Termination Date' means the earliest of the following:
 - (a) the date we repossess the Financed Vehicle in accordance with the terms of the Secured Credit Agreement;
 - (b) the date the Unpaid Balance of the Secured Credit Agreement is irrevocably repaid in full;
 - (c) the date the Secured Credit Agreement is cancelled in accordance with its terms; and/or
 - (d) the expiry date for the relevant Optional Payment Waiver contained in the section titled 'OPTIONAL PRODUCTS' in the Specific Terms and Conditions (Vehicle Loan).
 - 8.1.23. 'Terms and Conditions Booklet' means the terms and conditions booklet that form part of this Document Pack relating to the Secured Credit Agreement and the Secured Revolving Credit Agreement (if applicable).
 - 8.1.24. 'Total Loss' means the Financed Vehicle is stolen and not recovered and/or is damaged beyond economic repair.
 - 8.1.25. 'Total Loss Payment' means the payment to us as an interested party under the Comprehensive Motor Vehicle Insurance Policy for a Total Loss by the Vehicle Insurer in the event of Total Loss.
 - 8.1.26. 'Unemployed' has the meaning given to that term in clause 13.1.2.
 - 8.1.27. 'Vehicle Insurer' means the insurance company named in the Comprehensive Motor Vehicle Insurance policy.
 - 8.1.28. 'Waived Payments' means any amounts waived in accordance with clause 11, 14 and 17 (as applicable).
 - 8.1.29. 'Work Waiver' means a waiver given in accordance with the section of this Agreement titled 'Work Waiver'.

9 Interpretation

9.1. In this document, a reference to:

- 9.1.1. "Borrower", "you" or "your" means the person specified as the Nominated Borrower in the section titled 'OPTIONAL PRODUCTS' in the Specific Terms and Conditions (Vehicle Loan); and
- 9.1.2. "Lender", "we", "us" or "our" means Go Car Finance Limited.

Specific terms and conditions applicable to your Health Waiver

PART B

10 Events

10.1. Subject to clause 12, the following three events qualify under the Health Waiver:

- 10.1.1. Sickness – You suffer an accident or become sick which prevents you from engaging in or attending full-time employment for more than seven consecutive days from the date when you first consulted a registered medical practitioner about the injury or sickness.
- 10.1.2. Hospitalisation - You suffer an accident or become sick and that results in you being hospitalised.
- 10.1.3. Terminal Illness - You are diagnosed with a terminal illness and a registered medical practitioner has confirmed that it is unlikely that you will live for more than 12 months after the date on which the terminal illness was diagnosed.

11 Waived Payments

11.1. Subject to clause 12:

- 11.1.1. in the event of Sickness: an amount of up to \$125 per week (or equivalent) will be waived (following a seven day stand-down period) from the date that a registered medical practitioner certifies the Sickness in writing until the Termination Date, provided that:
 - (a) the Excluded Payment Amounts remain due and payable by you and do not form part of the Waived Payments; and
 - (b) the maximum aggregate amount that can be waived is \$1,500 per calendar year.
- 11.1.2. in the event of Hospitalisation: an amount of up to \$125 per week (or equivalent) will be waived from the date that Hospitalisation is certified by a registered medical practitioner until the Termination Date, provided that:
 - (a) the Excluded Payment Amounts remain due and payable by you and do not form part of the waived payments; and
 - (b) the maximum aggregate amount that can be waived is \$2,000 per calendar year.
- 11.1.3. in the event of Terminal Illness: an amount of up to \$125 per week (or equivalent) will be waived from the date that a registered medical practitioner certifies the Terminal Illness until the Termination Date, provided that:
 - (a) the Excluded Payment Amounts remain due and payable by you and do not form part of the waived payments; and
 - (b) the maximum amount that can be waived under the Terminal Illness provision is \$3,000 over the life of the cover.

12 Exclusions under the Health Waiver

12.1. No payments will be waived if your Sickness, Hospitalisation or Terminal Illness arises directly or indirectly from one of the below exceptions:

- 12.1.1. a General Exclusion;
- 12.1.2. a General Limitation;
- 12.1.3. pregnancy or childbirth;
- 12.1.4. medical or surgical treatment including cosmetic surgery (except where such treatment is rendered necessary by an insured event);
- 12.1.5. attempted suicide or self-inflicted injury or illness;
- 12.1.6. alcoholism, drug addiction, or the influence of intoxicating liquor, narcotics or non-prescribed drugs;

- 12.1.7. Hospitalisation that you knew, or ought to have known was possible, probable or likely to occur on or after the Effective Date of the Secured Credit Agreement;
- 12.1.8. any bodily injury or physical defect, or any illness, disease or degenerative condition, or symptom of any illness, disease or degenerative condition which you:
 - (a) knew existed at the Effective Date of the Secured Credit Agreement; or
 - (b) which you sought or received medical advice within six months of the Effective Date of the Secured Credit Agreement.
- 12.1.9. Any psychological, psychiatric or nervous condition or disorder, including mental stress;
- 12.1.10. any bodily injury suffered while under the influence of alcohol or drugs;
- 12.1.11. involvement in a criminal activity, whether a conviction is entered or not;
- 12.1.12. air travel except as a fare paying or ticket holding passenger in an aircraft fully licensed for the carriage of passengers for hire or reward and operated by a regular airline or established charter service;
- 12.1.13. asbestosis, mesothelioma or related diseases; and/or
- 12.1.14. you being outside of New Zealand.

Specific terms and conditions applicable to your Work Waiver

PART C

13 Events

13.1. Subject to clause 15, the following three events qualify under the Work Waiver:

- 13.1.1. Redundancy – You are made involuntarily Redundant from Permanent Employment.
- 13.1.2. Unemployed – You have registered with Work & Income New Zealand as unemployed.
- 13.1.3. Job Seeking – You are actively seeking new employment.

14 Waived Payments

14.1. Subject to clause 15, in the event of Redundancy, Unemployment and Job Seeking, an amount of up to \$125 per week (or equivalent) calculated from the first scheduled payment date up until the date that you apply for your Work Waiver, provided that:

- 14.1.1. the Excluded Payment Amounts remain due and payable by you and do not form part of the Waived Payments; and
- 14.1.2. the maximum aggregate amount that can be waived under the Work Waiver is \$3,000 per calendar year.

15 Exclusions under the Work Waiver

15.1. No payments will be waived if your Redundancy, Unemployment or Job Seeking arises directly or indirectly from one of the below exceptions:

- 15.1.1. a General Exclusion;
- 15.1.2. a General Limitation;
- 15.1.3. you are made redundant within 90 days from the Effective Date of the Secured Credit Agreement;
- 15.1.4. you have been in employment for less than 100 days with the employer that made you redundant;
- 15.1.5. you resigned, retired, were dismissed or elected voluntary redundancy;
- 15.1.6. the Redundancy occurred outside New Zealand;
- 15.1.7. the Redundancy is due to cessation of a season where the work is of a seasonal nature (e.g. fruit picking, shearing, working in a freezing works) or where the work is for a defined period;
- 15.1.8. you are Self Employed or a working director; and/or
- 15.1.9. you obtain further employment of any kind after your Redundancy provided that if you are engaged for a finite temporary period only and again becomes unemployed solely by reason of the expiry of that period, payments are waived again for payments due from the day on which such unemployment recommences (other than where paragraph 15.1.7. applies).

16 Events

16.1. Subject to clause 18, the following event qualifies under the Restart Waiver:

16.1.1. Insufficient Total Loss Payment:

- (a) the Financed Vehicle is classified as a Total Loss by the Vehicle insurer;
- (b) the Vehicle Insurer approves a Total Loss claim under the Comprehensive Motor Vehicle Insurance;
- (c) the Vehicle Insurer pays to us as the interested party the Total Loss Payment; and
- (d) the amount of the Total Loss Payment is less than the Unpaid Balance of the Secured Credit Agreement.

17 Waived Payments

17.1. Subject to clause 18, in the event of Insufficient Total Loss Payment, an amount equal to:

- 17.1.1. the settlement value of the Vehicle Loan as at the date that you apply for the Restart Waiver less;
- 17.1.2. the amount of the Total Loss Payment received by us; and
- 17.1.3. any amounts owing under the Secured Credit Agreement as at the date you apply for the Restart Waiver, provided that the Excluded Payment Amounts remain due and payable by you and do not form part of the Waived Payments.

18 Exclusions under the Restart Waiver

18.1. No payments will be waived if the Insufficient Total Loss Payment arises directly or indirectly from one of the below exceptions:

- 18.1.1. a General Exclusion;
- 18.1.2. a General Limitation;
- 18.1.3. the Financed Vehicle was not insured under a Comprehensive Motor Vehicle Insurance;
- 18.1.4. the claim for Total Loss was declined by the Vehicle Insurer;
- 18.1.5. we have not received the Total Loss Payment from the Vehicle Insurer; and/or
- 18.1.6. the Restart Waiver request was not received within 90 days of the date of Total Loss.

Contact us

If you have any questions or concerns, please don't hesitate to contact us on (09) 555 4945

Go Car Finance is committed to clearly setting out, as far as possible, both your and our respective legal rights and obligations and explaining the meanings of legal and technical words.

Go Car Finance will endeavour to deliver all services promptly and fairly. If we decline a service we will clearly explain why it was unsuccessful and make every effort to help you where possible with the terms and conditions of this document and your Vehicle Loan Agreement(s).

Valid and current from 16 June 2016



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