



## Terms

**Repayment table:** This is an overview of your monthly payments in terms of repayment and interest.

**Contractor:** the person who signs the contract and is responsible for paying the contract in full.

**Contract number:** the contract number of the loan with JLR Financial Services.

**Direct debit:** authorisation for direct debit of the monthly payments from your checking account by JLR Financial Services.

**Hire purchase:** non-revolving credit where you become the owner of the vehicle upon making the final monthly payment.

**Annual percentage rate:** the total cost of the loan. The annual percentage rate is expressed as an annual percentage of the total loan.

**Credit amount:** the total amount that you have borrowed.

**Credit provider:** FCA Capital Nederland B.V., hereinafter referred to as: JLR Financial Services

**Credit fee:** the fee you pay for the loan, also referred to as 'interest'. The interest is expressed as the annual percentage and is fixed on hire purchase for the term of the Agreement.

**Supplier:** the dealership where you have purchased the vehicle or the intermediary where you have applied for the loan.

**Term:** the period, in months, over which you must repay the loan.

**Vehicle:** the purchase you have made with the loan.

**Pre-contractual information:** all the information you receive from JLR Financial Services before entering into a contract, such as the Standard European Consumer Credit Information form.

**Interest:** see credit fee.

**Instalment:** the amount you pay each month as repayment of the loan plus the credit fee (interest).

**Outstanding balance:** the amount you still owe to JLR Financial Services at that time.

**Representative:** an individual who may act on behalf of JLR Financial Services in certain situations.

**Late payment fee:** interest on instalments you have failed to pay on the due date.

**Early redemption:** if we require you to repay your outstanding balance at once.

**NPDR:** Natural Persons Debt Rescheduling Act.

## General

### 1. Liability

All contractors who have signed the contract are jointly and severally (personally) liable for repayment of the loan. They must also comply with all other obligations under the Agreement. When one contractor has paid a due amount in full, the other contractors do not need to pay that amount anymore.

### 2. Correct information

All contractors are required to pass on the correct information

### 3. Report changes

You are required to immediately report in writing significant changes in your personal situation and circumstances to JLR Financial Services. Such changes include change of address (home address and/or email address) or bank account details.

### 4. Grace period

You may terminate the Credit Agreement:

- within 14 days of receiving all pre-contractual information;
- within 14 days of signing the Credit Agreement.

Termination must take place in writing and by registered mail.

You are required to repay the loan amount within 30 days of termination, and pay interest on the number of days that you have borrowed that amount. This is subject to the same interest rate that is agreed in the Credit Agreement.

## Repayment

### 5. Payments

Administration and direct debit are carried out by JLR Financial Services. All payments must be made in accordance with our instructions. You are required to ensure that there is sufficient balance in your account to enable the direct debit payments. Your debt to JLR Financial Services is a debt that is to be discharged at the creditor's domicile, thus it is your responsibility to check that the direct debit payment has been made. Were the direct debit to fail for any reason, you must make the monthly payment yourself.

### 6. Direct debit

Once a month, JLR Financial Services will automatically draft the monthly payment from your account. The payment draft date is stated on your contract. This notice replaces the mandatory monthly notice of the direct debit.

### 7. Early repayment

You can always repay earlier. We will charge additional fees for this, however.

- If the term of the Credit Agreement is due to expire in less than one year from the early repayment date, you will pay 0.5% of the early repaid amount;
- If the term of the Credit Agreement is due to expire after one year from the early repayment date, you will pay 1% of the early repaid amount;

If you want to make early repayments, inform JLR Financial Services of this accordingly. We will send you an overview of the outstanding balance. You can make the early prepayments in the same way you would the instalment amount by transferring the payment and stating your contract number.

### 8. Repayment table

We will provide this to you on request.

## Arrears

### 9. Failure to pay on time

If you fail to make payments on time, JLR Financial Services will inform you of this. JLR Financial Services will then inform you in writing of a payment deadline. If you fail to make the payment within this period, JLR Financial Services will charge a late payment fee equal to the statutory maximum (see credit fee decision).

These additional costs are added to the outstanding balance.

JLR Financial Services is required to report arrears in excess of two months to the Dutch Credit Registration Office BKR.

### 10. Early redemption

The entire outstanding amount must be repaid in one lump sum to JLR Financial Services in the following cases. Early redemption will take place if:

- you fail to make a due and payable instalment amount after two months, even after we have served you with a notice of default (and requested that you make the payment);
- you pass away;
- you live abroad or are planning to do so within a few months;
- you are the subject of bankruptcy proceedings, receivership, an NPDR or if the financed vehicle is seized;
- upon entering into the Credit Agreement you have provided such incorrect information that JLR Financial Services would not have entered into the agreement had they had the correct information in their possession;
- you have sold the loan-financed vehicle without our consent;
- after theft or total loss you fail to pay the insurance benefits to JLR Financial Services.



## Special provisions in respect of hire purchase

### 11. Vehicle ownership

JLR Financial Services shall retain ownership of the vehicle until you have paid all outstanding amounts to JLR Financial Services. When the last instalment amount has been received and there are no (more) amounts outstanding, you shall become the owner of the vehicle.

### 12. Complaints about the vehicle

You acknowledge that you have received the vehicle in good condition from the supplier.

You have obtained warranty for the vehicle from the supplier. Complaints about the vehicle can be lodged with the supplier. As financier, JLR Financial Services is not liable for this.

### 13. Repossession of the vehicle

In the event of early redemption of the loan, JLR Financial Services can also repossess the vehicle. This is not possible if more than ¾th of the loan has already been repaid. You can reverse the repossession within fourteen days by paying the overdue instalment amounts and the additional costs. In the event of a recurrence, you must repay the full outstanding balance plus additional costs.

JLR Financial Services has the right to sell the repossessed vehicle. Before the vehicle is sold, JLR Financial Services will inform you of the minimum return expected. You will then have fourteen days to make a higher offer. JLR Financial Services will offset the net return from this sale against the outstanding balance. If this is not enough, you will still be required to pay the remaining amount to JLR Financial Services. If the return is higher than what you have paid to us, we will transfer the difference, less the incurred costs, to you. JLR Financial Services will inform you as soon as possible of the return and the then-outstanding balance.

### 14. Risk

The risk for the vehicle will be transferred to you as of the signing of the Agreement. You are required to pay in full all amounts agreed in the Agreement, even if all or part of the vehicle is lost through no fault on your part.

### 15. Obligations

You are required to fulfil the following obligations until such time as you become the owner of the vehicle:

- a. You may not lose, lease, pledge, sell or otherwise transfer the management or use of the vehicle to any third party without the written consent of JLR Financial Services;
- b. You may not use the vehicle for any purposes that are contrary to the interests of JLR Financial Services, e.g. use the vehicle to give driving lessons and/or take part in rallies and/or racing matches;
- c. You may not make any changes to the vehicle without written permission from JLR Financial Services. Any changes you make to the vehicle will automatically become the vehicle of JLR Financial Services by accession. We are not required to pay you anything for such changes;
- d. You are required to keep the vehicle in good condition (as would a prudent owner). All associated costs, repair costs, taxes, levies, etc., must be paid on time;
- e. You must comply with all legal requirements. You are required to take out legal liability insurance to cover the vehicle. If the vehicle is less than 5 years old, you must take out full hull (or all-risk) insurance;
- f. JLR Financial Services may act on your behalf in cases involving damages and settlements and is entitled to all rights and claims such as damages and refunds of premiums. (You will assign these claims to JLR Financial Services in advance);
- g. Any instance of seizure of the vehicle, suspension of payment, bankruptcy or debt rescheduling scheme (including NPDR) must be notified to JLR Financial Services without delay. In such cases, you must always indicate that JLR Financial Services is the owner of the vehicle;
- h. JLR Financial Services or its representative may at all times check the state of the vehicle, but you are not required to provide JLR

Financial Services or its representative access to your home or premises;

- i. You are required to inform JLR Financial Services of all relevant changes and alterations to the vehicle.

### 16. Termination of Credit Agreement

The Credit Agreement will terminate automatically (through dissolution) if:

- a. you have paid off the loan in full;
- b. under the Credit Agreement you are required to repay the outstanding amount in one lump sum (see early redemption).

JLR Financial Services may also dissolve the Credit Agreement if you fail to meet the contractual Agreements and these General Terms and Conditions. We will inform you of this in writing.

## Complaints

### 17. Complaints procedure

If you are not satisfied with our services, you may lodge a complaint to that effect with JLR Financial Services. The may be done in writing or by email to: JLR Financial Services Nederland B.V., PO Box 330, 1170 AH Badhoevedorp. Email: [klachten@fcagroup.com.nl](mailto:klachten@fcagroup.com.nl).

### 18. Kifid

If you are not satisfied with the response you have received from JLR Financial Services, you can refer your complaint to the Klachteninstituut Financiële Dienstverlening ("Kifid"; the Dutch Financial Services Complaints Authority) within three months of receiving said response. But first, you must complete our internal complaints procedure. More information is available at [www.kifid.nl](http://www.kifid.nl).

### 19. Civil court

Additionally, you can refer your complaint to the courts.

## Customer information

### 20. BKR registration

JLR Financial Services is affiliated with the Dutch Credit Registration Office BKR.

Before we can review your credit application, we will first request information from the BKR about your current or paid-off loans. This will help us protect you from taking out more loans than is prudent. JLR Financial Services will approve your loan application only if it is satisfied that doing so is prudent. JLR Financial Services is required to report the Credit Agreement as well as arrears in excess of two months to the BKR. This may affect the assessment of your credit applications in the future. After payment of the arrears, JLR Financial Services will change the registration with the BKR to "restored". More information about the BKR and how this affects you is available at [www.bkr.nl](http://www.bkr.nl).

### 21. Personal information

JLR Financial Services treats your personal information with care and uses it in a manner consistent with the Data Protection Act. JLR Financial Services processes the personal information you provide to us, such as name, address and any other information it receives about you for the purpose of receiving our services. JLR Financial Services processes your personal information as required for your loan, for the business activities of our organisation, or if it is required to do so by law.

### 22. Disclosure of personal information

JLR Financial Services will disclose your name, address and other personal information to FCA Bank S.p.A. and Jaguar Land Rover Nederland B.V. This information may also be further disclosed within the Jaguar Land Rover Group within the European Union. Your personal information may also be passed on to the dealer from whom the financed vehicle is purchased. These parties may use this information to inform you about products or services that may be of interest to you. You can write to JLR Financial Services, PO Box 330, 1170 AH Badhoevedorp, or call us on 020 342 1621, or email [klantenservice@fcagroup.com](mailto:klantenservice@fcagroup.com) at any time to let us know of any objections you may have against such disclosure.



**23. Transfer**

- a. JLR Financial Services may, in its sole discretion, transfer to third parties its rights and obligations under this Agreement. This transfer will be binding upon you after you receive a written notice to that effect. You will retain your rights under this Agreement;
- b. You may transfer your rights and obligations under this Agreement to another party after securing the written consent of JLR Financial Services. There are administrative costs attached to this.

You do not need to secure the consent of the supplier for this.

**24. Applicable law**

This Credit Agreement will be governed by and construed in accordance with the laws of the Netherlands.