



## Loan Agreement

*[Borrowers Names]*

*PLEASE NOTE: This is an example contract for the purposes of disclosure. Where you see text in blue italics, it is included as an example only or as a guide.*

# BLUESTONE MORTGAGES LOAN AGREEMENT

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## 1. The Parties

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<b>Lender (or "we" "us")</b>	<b>NZGT Custodians (Bluestone) Limited (1262490)</b> Level 6, 191 Queen Street, Auckland Central, Auckland 1010, New Zealand
<b>Borrower (or "you")</b>	
<b>Guarantor(s)</b>	<i>If applicable</i>
<b>Manager</b>	<b>Bluestone Servicing NZ Limited (1913755)</b> Level 21, 151 Queen Street, Auckland Central, Auckland 1010, New Zealand

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## 2. Loan Offer

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The **Lender** offers a loan to you on the terms set out in this **Contract**. The terms and conditions that apply to this loan (other than those implied by law) are set out in:

- this **Loan Agreement**;
- the **Fees and Charges Schedule** annexed to this **Loan Agreement** and as updated from time to time;
- the **Terms and Conditions**;
- the **Mortgage** which incorporates a memorandum of terms; and
- the **Deed of Guarantee and Indemnity** (if applicable).

### Important Information – Please read this first

#### Responsible Lender - Financial Advice Provider Exclusion

If this loan is a consumer credit contract, please read the following statement.

You are protected by responsible lending laws. Because of these protections, the recommendations given to you about our loan products are not regulated financial advice.

This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

## Loan Product, LVR and Interest Rates

- The interest rates that apply to your loan are set according to:
  - the loan product that applies to this loan; and
  - the loan to value ratio (LVR) that we determine when you enter into this Loan Agreement. The LVR is calculated as the ratio of the Total Loan Amount to the value of the **Property** (as determined in our discretion at the start of the loan).
- The loan product that applies to your loan is called *[e.g. Prime Full Doc]* and the LVR for this loan is *[e.g. 65]*%.
- The interest rates set out in the 'Accounts' section of this Loan Agreement are the rates applicable to the *[e.g. Prime Full Doc]* loan product and your LVR as set out above.
- Our interest rates, products and the LVR bands are published on our website [www.bluestone.net.nz](http://www.bluestone.net.nz) in our Product Matrix document.

## Split Facility

- Your loan is made up of several loan **Accounts**. This **Loan Agreement** records the details of each **Account**.
- Although the information in respect of each **Account** will be different, you are required to make all payments in respect of all **Accounts** at the times and in the manner that we ask.
- If you fail to make any payment in respect of one **Account** then your loan will be in default despite the fact that you may have made all payments under all other **Accounts**.

## Break Cost Fee

- If at any time we have agreed to fix the interest rate for an **Account** for any period (the fixed rate term) and any principal in respect of that **Account** is paid earlier than the date it is due during the fixed rate term, you may incur a Break Cost Fee. How and when the Break Cost Fee is payable is set out in the clause 11 of the **Terms and Conditions**.

## Default Interest

- If you fail to make a payment on time we may charge you default interest at the **Default Rate**. The default interest rate is set out in section 7 of this **Loan Agreement**. How and when default interest is payable is set out in clause 12 of the **Terms and Conditions**.

## Consumer Credit – Non-Consumer Credit

- This **Contract** includes the information that is required to be disclosed under part 2 of the Credit Contracts and Consumer Finance Act 2003 (CCCFA). However, not all credit contracts are 'consumer credit contracts'.
- If this loan is not a consumer credit contract (as defined in sections 11 and 15 of the CCCFA), please be aware that:
  - disclosure information in this **Contract** included for the purpose of the disclosures required by the CCCFA is for information purposes only and may not apply to this **Contract**, for example in section 6 below the comments relating to cancellation and hardship only apply to consumer credit contracts; and
  - the provisions of Parts 1A, 2 and 3 of the CCCFA do not apply to this **Contract**.

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### 3. **Financial Details - as at Disclosure Date ("Disclosure Date")**

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#### **Initial Unpaid Balance**

\$

This is the amount you will owe at the **Settlement Date**. The Initial Unpaid Balance includes fees charged by us and due as at the **Settlement Date** and is made up of the following items:

Net advance to you:

\$

#### **Fees that will be paid by deduction on the Settlement Date\*:**

Establishment fee: \$

Valuation fee: \$

Legal Documentation fee: \$

Redocumentation fee: \$ *If applicable*

Brokerage fee (a third party fee collected by us on behalf of your mortgage broker): \$

*\*The fees set out above are financed by the loan, which means they form part of the Total Loan Amount and those fees will attract interest charges.*

#### **Total Loan Amount**

\$

This is the total of all advances that will be made to you.

#### **Fees not included in the Total Loan Amount**

\$ *If applicable*

(to be paid by you on or before **Settlement Date**):

Establishment fee: \$

Completion fee: \$

Valuation fee: \$

Legal Documentation fee: \$

Brokerage fee (a third party fee collected by us on behalf of your mortgage broker): \$

#### **Total Amount of Payments and Interest**

Total amount of payments

\$

Total amount of interest

\$

#### **Disclosure Assumptions**

For the purpose of disclosure of the **Initial Unpaid Balance**, we have assumed that the **Total Loan Amount** has been drawn down in one lump sum on the **Disclosure Date**.

For the purpose of disclosure and calculation of the Total amount of payments and the Total amount of interest we have used the assumptions prescribed in the Credit Contracts and Consumer Finance Regulations 2004.

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## 4. Accounts

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### **Variable Rate Loan Amount Account No 1 with Redraw Facility** \$

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#### **Variable Interest Rate**

The variable interest rate applicable to your loan at the **Disclosure Date** is: % per annum

#### **Repayments** *[Example option 1 – P&I]*

**Principal and interest:** You must make monthly repayments of principal and interest calculated using the applicable interest rate. The amount of these payments at the **Disclosure Date** is: \$

Your first repayment is to be made one month after the **Settlement Date**.

### **Fixed Rate Loan Amount Account No. 2** \$

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#### **Fixed Interest Rate**

The fixed rate term for this Fixed Rate **Account** ends \_\_\_\_\_ years after the **Settlement Date**

The interest rate applicable to this Fixed Rate **Account** at the **Disclosure Date** is: % per annum

This rate is indicative only the actual rate will be set on or about the **Settlement Date**. Once set, the rate will not change during the fixed rate term specified above after which it will automatically change to the then applicable variable interest rate. The variable rate at the **Disclosure Date** is Account0\_VariableInterestRate% per annum.

#### **Repayments –** *[Example option 2 – Interest Only]*

**Interest only then principal and interest:** The interest only term is: \_\_\_\_\_ years from the **Settlement Date**

During the interest only term and the fixed rate term you must make interest only monthly payments of: \$

Followed by interest only monthly payments at the applicable variable rate. As at the **Disclosure Date** the interest only payments at the variable rate are: \$

Followed by monthly repayments of principal and interest at the fixed rate of: \$

Followed by monthly repayments of principal and interest at the applicable variable rate. As at the **Disclosure Date** the payments of principal and interest at the variable rate are: \$

At the end of any interest only term for a variable rate account, **Bluestone Mortgages** may approve a further interest only term. **Bluestone Mortgages** may impose conditions (for example, the

provision of updated financial information or new valuation) as a condition precedent to approving any new interest only term

The number of payments specified below assumes you are making monthly repayments. You may also choose to make repayments weekly or fortnightly.

Your first repayment is to be made one month after the **Settlement Date**.

### Total Period of Repayments & Total Number of Payments

The total period of repayments is:

years from the  
**Settlement Date**

Assuming you make all repayments on the due date, and do not make any early repayments, the number of repayments you must make will be:

monthly repayments

The repayments of principal and interest will be recalculated each time the interest rate changes to ensure that the balance of the loan amount is repaid in full over the term of the loan.

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## 5. Security

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This is secured credit. If you fail to meet your commitments under this **Contract**, we may be entitled to repossess and sell the **Property**.

By signing this **Contract**, you agree to give us a first mortgage over the **Property** on the terms set out in our mortgage memorandum. You also agree to execute all documents required to enable our first mortgage to be registered over the **Property**.

You acknowledge that security you give us extends to and secures any money due under this **Loan Agreement** and all money and obligations due under any agreement, deed or other arrangement between you and the **Lender**.

If we need to exercise our rights in relation to a **Mortgage** and any other security set out in this **Contract** and the net proceeds we receive from the sale of the **Property** are insufficient to repay the **Debt** then you will remain indebted to the **Lender** for the remainder of the **Debt** once the net proceeds of the sale of the **Property** have been applied to the **Debt**.

You are required to ask us for our consent before you give a security interest in a **Property** to anyone else. If you give a security interest to another lender without our consent then this will be a default and we may ask you to repay the loan in full and if you don't we may exercise our rights to enforce the **Mortgage** and sell the **Property**.

By signing this **Contract** you also grant us a security interest in and over any money or negotiable instrument received in payment of any claim on, or on cancellation of, any insurance policy in respect of the **Property**.

**New Security** : A registered first mortgage over the following **Property**:

**Address:**

**RT:**

**Mortgagors:**

**Priority Amount:** (for the purposes of section 92 of the Property Law Act 2007 only)

\$ plus interest – including a specified principal amount of \$ (being the initial advances secured by the mortgage)

**Minimum Insurance Amount**

\$

The **Property** must be insured for sum insured replacement value of not less than the amount stated above or for full replacement cost with a full company earthquake extension. Our interest as a mortgagee must be recorded by the insurer against the insurance policy over the **Property**.

**Existing Security** : A registered first mortgage over the following **Property**:

*If applicable*

**Address:**

**RT:**

**Mortgagors:**

**Existing Mortgage No:**

**Variation of Priority Amount:** (for the purposes of section 92 of the Property Law Act 2007 only)

\$ plus interest – including a specified principal amount of \$ (being the advances secured by the mortgage as at the date of registration of this variation)

**Minimum Insurance Amount**

\$

The **Property** must be insured for sum insured replacement value of not less than the amount stated above or for full replacement cost with a full company earthquake extension. Our interest as a mortgagee must be recorded by the insurer against the insurance policy over the **Property**.

**Guarantee**

*If applicable*

If any person has been named as a Guarantor in the parties section of this Loan Agreement, then that person is to provide an unlimited guarantee for all of the obligations that you owe the **Lender** or **Bluestone Mortgages** now and in the future.

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## 6. Credit Contracts and Consumer Finance Disclosure

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### Right to Cancel

You are entitled to cancel a consumer credit contract by giving notice to the creditor.

#### Time limits for cancellation

If the disclosure documents are handed to you directly you must give notice to us that you intend to cancel within 5 working days after you receive the documents.

If the disclosure documents are sent to you by electronic means (for example, e-mail) you must give notice to us that you intend to cancel within 7 working days after the electronic communication was sent.

If the disclosure documents are posted to you, you must give notice to us within 9 working days after they were posted.

Please note that Saturdays, Sundays and national public holidays are not counted as working days.

#### How to cancel

To cancel, you must give the creditor written notice that you intend to cancel the contract by –

1. giving notice to us or one of our employees;
2. posting the notice to us or our agent;
3. emailing the notice to our email address specified on the front page of this agreement;
4. sending the notice to our fax number as specified on the front page of this agreement.

You must also, within the same time, return to us any advances received by you under this contract.

#### What you may have to pay if you cancel

If you cancel this contract we can charge you:

- (a) the amount of any reasonable expenses we have had to pay in connection with this **Contract** and its cancellation (including legal fees and fees for credit reports, etc); and
- (b) interest for the period from the day you received any advances until the day you repay the advance to us.

#### What to do if you suffer unforeseen hardship

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation.

To apply for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reason(s) for the application; and
- (c) request one of the following:
  - an extension of the term of this **Contract** (which will reduce the amount of each payment due under this **Contract**); or
  - a postponement of the dates on which payments are due under this **Contract** (specify the period for which you want this to apply); or
  - both of the above; and
- (d) give the application to us.



Do this as soon as possible. If you leave it for too long, we may not have to consider your application.

## Complaints

Ways to make a complaint:

- Call us on freephone: 0800 668 333
- Call us on +64 9 956 5200 (if you are calling from outside NZ)
- Email us [nzcustomerservice@bluestone.net.nz](mailto:nzcustomerservice@bluestone.net.nz)
- Write to us at:

Complaints Manager  
Bluestone Servicing NZ Limited  
Level 21, 151 Queen Street,  
Auckland Central,  
Auckland 1010, New Zealand

Please provide the following information when making a complaint:

- Name
- Loan number (if any)
- Contact details (phone, email)
- Description of the complaint and the resolution you are seeking.

We will contact you within 1-2 business days of your complaint. Further information on our complaint process and our response timeframes can be found on our website <https://www.bluestone.net.nz/complaints-policy/>

If you don't consider that we have resolved your complaint, you may contact the free dispute resolution service below.

## Dispute Resolution of the Creditor and the Manager

Name of dispute resolution scheme: **Financial Services Complaints Limited**

It is free to make a complaint to this independent dispute resolution scheme. This scheme can help you to resolve any disagreements you have with the creditor. \*

Contact details of **Financial Services Complaints Limited**

Phone: 0800 347 257 Website: [www.fscl.org.nz](http://www.fscl.org.nz) Email: [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)

Business address: Level 4, 101 Lambton Quay, Wellington, 6011

Postal: PO 5967, Wellington 6145

## Financial Service Provider Registration - Creditor

Creditor registration name: NZGT Custodians (Bluestone) Limited

Registration number: FSP40011

## Financial Service Provider Registration - Manager

Creditor registration name: Bluestone Servicing NZ Limited

Registration number: FSP181924

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## 7. Other terms and conditions

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### Purpose

*[e.g. Purchase new owner occupied property]*

### Term

The term of the loan is *[e.g. 25]* years. The loan must be repaid in full *[e.g. 25]* years from the **Settlement Date**.

<b>Default Rate</b>	The <b>Default Rate</b> for each <b>Account</b> at any time is 3% above the <b>Interest Rate</b> applicable to that <b>Account</b> at that time.
<b>Credit fees and Charges</b>	The credit fees and charges that apply to this Contract are set out in the <b>Fees and Charges Schedule</b> Version 4 – Effective 13/05/2024.
<b>Our consent to Electronic communication</b>	<p>You may communicate and send notices to us electronically by sending them to the following email address:</p> <p>nzcustomerservice@bluestone.net.nz</p>
<b>Your consent to Electronic Disclosure</b>	<p>If you have given the <b>Lender</b> or <b>Bluestone Mortgages</b> your email address, you consent to the <b>Lender</b> giving you disclosure in an electronic form to that email address instead of sending you disclosure through the post.</p> <p>We may send you an email to the most recent email address we have for you which may attach disclosure documents in a PDF form or we may include disclosure information in the body of the email with a link to a webpage which provides the disclosure information in a format that you can readily access and download. If we offer you an online platform to view information about your loan, then we may send you an email directing you to obtain the disclosure information from that online platform.</p> <p>You can withdraw your consent to electronic disclosure at any time by giving <b>Bluestone Mortgages</b> notice in writing that you wish to receive disclosure documents by ordinary post.</p>
<b>Your consent to Electronic Communications</b>	You agree that the <b>Lender</b> or <b>Bluestone Mortgages</b> may communicate with you by email or if you have provided a mobile phone number, by text message or by a call. If we offer you an online platform to view information about your loan, then we may send you an email directing you to obtain the information from that online platform.
<b>Changes we can make</b>	<p>Before we make the <b>First Advance</b>, the <b>Lender</b> can notify you and change any of the financial information described above. The change may include the rates of interest, repayment amounts, payment date for repayments and fees and charges. For example, the standard variable interest rate may change at any time. If we make a change before the <b>Settlement Date</b> we will give you updated disclosure as required by law.</p> <p>After the <b>Settlement Date</b> we can make changes as set out in the Terms and Conditions, particularly clause 29.1</p>
<b>Terms and Conditions</b>	This document does not contain all the information required by law to be given to you. This document must be read together with the Bluestone General Terms and Conditions New Zealand Version 12 – March 2024 which form part of this <b>Contract</b> . Some words in this <b>Contract</b> have special meanings. These words are set out in bold and are defined in the Bluestone General Terms and Conditions New Zealand - Version 12 – March 2024 Edition. You must perform all of the terms specified in those terms and conditions. If there is any conflict between the <b>Terms and Conditions</b> and this document, the terms of this document prevail.
<b>Goods and Services Tax Warranty</b>	In your application for the loan you have advised us that if you or any other person who gives a <b>Mortgage</b> were to sell the <b>Property</b> or <b>Properties</b> given as security, neither you nor that other person providing a <b>Mortgage</b> would be liable to pay GST on the sale price. This is because either you are not registered (nor required to be registered) for GST or if you are registered, no part of the <b>Property</b> is used by you for a taxable activity.

If this position changes at any time, you must write and tell us. If this change has any effect on the loan to value ratio (for example is an amount equivalent to GST on the sale price would be required to be deducted from the value of the **Property**) you may be required to reduce the **Total Loan Amount** or provide additional security to us.

**Limited Liability Trustee**

Any person named as a limited liability trustee has been so named on the assumption that it is acting in an independent capacity and has no interest in the assets of the Trust other than as trustee. If this assumption is incorrect then the limitation of liability will not apply and that person(s) will have full personal and unlimited liability.

**If you change your address**

If you change your residential address or are intending to change your residential address, you must notify us as soon as possible. See clause 26 of the **Terms and Conditions** for more information on how notices may be given.

**The Manager**

The **Manager** has been appointed to manage this **Contract** and each security you give, on behalf of the **Lender**. This means that the Manager is responsible for looking after the loan, collecting payments, applying them to the loan and communicating with you. When you or a guarantor communicate with the **Manager** you are communicating with the **Lender**.

**Other conditions**

*[Insert if applicable]*

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## **8. How to proceed**

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By signing this **Loan Agreement**, each of you have made the following declarations.

1. You have carefully read this **Loan Agreement** including the **Terms and Conditions** You understand it establishes a legal contract between you and the **Lender**. *If you have any questions, ask before you sign.*
2. You have obtained legal advice on the nature and effect of this **Contract** and understand the obligations and risks involved in signing this **Loan Agreement** and have signed it voluntarily without any pressure from any person.
3. All information you have given to the **Lender**, the **Manager**, their agents and solicitors is accurate and not misleading. You are aware that the **Lender** is relying on that information to enter into this transaction.
4. Other than this **Loan Agreement**, you have not relied on any promise or representation by any person when deciding to enter this transaction.
5. You have each received a copy of this document, the **Terms and Conditions** and each and every security. Other than any terms that may be implied by law, these documents contain all of the terms of your contract with the **Lender**.

The **Lender** reserves the right to withdraw from this transaction if this offer is not accepted within 14 days from the **Disclosure Date** on page 1 of this **Loan Agreement**, or if the **Settlement Date** does not occur within 60 days of that date, or if anything occurs which in the **Lender's** opinion makes settlement undesirable (refer to clauses 2.1 and 2.2 of the **Terms and Conditions** for further information).

This loan will only be made once all the **Lender's** requirements have been met and all matters relating to this **Loan Agreement** and any security are to the **Lender's** satisfaction.

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**9. Signatures**

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Signed by **NZGT Custodians (Bluestone) Limited:**



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Director

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**HRVOJE KOPRIVIC**

Name



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Director

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**RICHARD BROOKES SPONG**

Name

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Signed by the Borrower *[Borrower Name]*

Date:.....

Company signing

Signed by the Borrower *[Borrower Name]*

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Signed by the director

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Signed by the director

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Director's name (please print)

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Director's name (please print)

Date:.....

Date:.....

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Signed by the Guarantor *[Guarantor Name]*

Date:.....

Company signing

Signed by the Guarantor [*Guarantor Name*]

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Signed by the director

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Signed by the director

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Director's name (please print)

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Director's name (please print)

Date:.....

Date:.....

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## **Bluestone Credit Fees and Charges Schedule ( Version 4 - Effective 13/05/2024)**

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These credit fees and charges may become payable by you to the **Lender** or **Bluestone Mortgages** and may be debited to the **Account**. Our credit fees and charges are set out below. This list is subject to change from time to time and is correct as at the effective date.

<b>Establishment Fee</b>	<b>\$500.00</b>
This fee reimburses us for some of our reasonable costs of considering your application for this loan and is payable on or before settlement of the loan.	
<b>Legal Documentation Fee</b>	<b>\$550.00</b>
This fee reimburses us for the costs we incur from our solicitor in the preparation of the loan documentation. This fee is payable on or before the settlement of the loan.	
<b>Re-documentation Fee</b>	<b>\$287.50</b>
This fee reimburses us for the costs we incur from our solicitor when any of the loan documents need to be changed before the loan settles and the loan documentation is required to be reissued to your solicitor. This fee is payable on or before the settlement of the loan.	
<b>Break Cost Fee</b>	<b>Calculated following the procedure set out in the Terms and Conditions</b>
If and when the whole or any part of a fixed interest rate loan is repaid early during its fixed rate term for any reason, including you repaying early, repayment because of a demand by us after default, switching to a different interest rate option (which you may only do with our consent), may have to pay the Break Cost Fee.	
Note that in addition, you may be obliged to pay the Switch Fee, the Discharge Administration Fee, the Discharge Documentation Fee.	
<b>Switch Fee</b>	<b>\$75.00</b>
This fee is payable if you request a change to the type of interest rate that applies to your <b>Account</b>	
<b>Loan Statement Fee</b>	<b>\$10.00</b>
This fee is payable when you request us to produce a loan statement for an <b>Account</b> (does not apply to loan statement produced as part of our continuing disclosure).	
<b>Account Keeping Fee</b>	<b>\$10.00 each month</b>
This fee is payable monthly for our reasonable costs in administering the loan <b>Accounts</b> .	
<b>Partial Discharge Administration Fee</b>	<b>\$500.00 per partial discharge</b>
This fee is payable if the loan is repaid in part and one or more security is discharged.	
<b>Discharge Administration Fee</b>	<b>\$500.00 per discharge</b>
This fee is payable when the loan is repaid in full.	
<b>Transfer Fee</b>	<b>\$25.00 per transfer</b>
This fee is payable if the <b>Lender</b> transfers any money to you or at your direction electronically:	
<b>Copy of Loan Agreements Fee</b>	<b>\$25.00</b>
This fee is payable if you require a copy of any document to be provided to you or to anyone else.	

<b>Consent to Loan / Security Variation Fee</b>	<b>\$390.00</b>
<p>This fee is payable if the <b>Lender</b> agrees to:</p> <ul style="list-style-type: none"> <li>• any further security being granted over any of the real estate given as security for this loan;</li> <li>• any change to the security for this loan;</li> <li>• any change to the title to the real estate given as security for this loan</li> <li>• any change to the owner of real estate given as security for this loan;</li> <li>• any request to consent to a subsequent mortgage;</li> <li>• a change regarding a lease or tenancy in the property; or</li> <li>• vary this loan.</li> </ul> <p>In addition you must pay our costs we incur for advice or documentation in consideration of your request for a change to the security (such as our legal costs).</p>	
<b>Increase of Loan Fee</b>	<b>\$450.00</b>
<p>This fee is payable if the <b>Lender</b> agrees to increase this loan.</p> <p>In addition you must pay for our documentation costs incurred.</p>	
<b>Statement of Arrears Fee</b>	<b>\$25.00</b>
<p>This fee is payable if you request a statement or breakdown of your loan arrears.</p>	
<b>Dishonour Fee</b>	<b>\$25.00</b>
<p>This fee is payable if a transaction on your <b>Account</b> is dishonoured (by cheque or electronically).</p>	
<b>Default Letter Fee</b>	<b>\$50.00</b>
<p>This fee is payable if we instruct a lawyer or any other third party to prepare a letter regarding default under this <b>Loan Agreement</b>.</p>	
<b>Monthly Default Fee</b>	<b>\$75.00 per month</b>
<p>This fee is payable if the loan is in arrears or in default and is payable on each interest debit date.</p>	
<b>Council / Insurance Arrears Fee</b>	<b>\$50.00</b>
<p>This fee is payable if a default relates to a failure to pay rates, taxes and/or insurance premiums relating to the <b>Property</b>.</p>	
<b>Trace/Search/Stop Payment Fee</b>	<b>\$15.00</b>
<p>This fee is payable if you ask us to do any of the following:</p> <ul style="list-style-type: none"> <li>• trace a deposit which was made into your <b>Account</b>;</li> <li>• search your statements for a lost payment, or</li> <li>• stop payment on a payment to be debited from your <b>Account</b></li> </ul>	