



Q MASTERCARD®

Q PLAN TERMS & CONDITIONS

Effective as at August 2021

A **Q PLAN** is a Fixed Instalment option available for your selection in accordance clause 3.5.1 of your Q Mastercard Cardholder Terms and Conditions.

By clicking 'Set Up This Plan' on My Account or clicking 'Agree and Convert to **Q PLAN**' on the Mobile App, you request an Eligible **Q PLAN** Purchase to be converted to a **Q PLAN** and agree to be bound by these terms and conditions if the Eligible **Q PLAN** Purchase is converted to a **Q PLAN**.

Q PLAN TERMS & CONDITIONS

These **Q PLAN** Terms and Conditions apply in respect of the Eligible **Q PLAN** Purchase that you request be converted, and we confirm has been converted, to a **Q PLAN**.

These **Q PLAN** Terms and Conditions are part of, and in some cases amend, your **Q Mastercard** agreement with us, which comprises of the Initial Disclosure Statement, the Cardholder Terms and Conditions, Privacy Policy, My Account Terms and Conditions, Mobile App Terms and Conditions, the Approval Confirmation and each Sales Voucher (**Agreement**).

Words used in these **Q PLAN** Terms and Conditions have the meaning given to them in the Cardholder Terms and Conditions applying to your Agreement and/or your Account. For the avoidance of doubt:

- **'Agreement'** means your agreement with us in relation to your Q Mastercard and related Account and is made up of the Initial Disclosure Statement, your Cardholder Terms and Conditions, the Approval Confirmation and each Sales Voucher.
- **'Account'** means your Q Mastercard account maintained by us in the Primary Cardholder's name, having a specified Credit Limit, to be debited and credited with Transactions.

1. Introduction

In these terms and conditions:

- an **'Eligible Q PLAN Purchase'** means:
 - a Standard Purchase with at least \$250 or more still outstanding at the time you request to convert it to a **Q PLAN**, including a Standard Purchase that qualifies under a Q Promotion.
 - However, an Eligible **Q PLAN** Purchase does not include:
 - a transaction that is the subject of Long Term Finance, a Cash Advance or a Balance Transfer;
 - any Standard Purchase which, if converted, would mean the transactions that are the subject of a **Q PLAN**, would be 80% or more of your Credit Limit;
 - any Standard Purchase for which the original transaction date is not within 30 days of the day you request to convert it to a **Q PLAN**.
- 'Q PLAN Interest Rate'** is the Fixed Instalment Interest Rate applying to the **Q PLAN**:
 - being:
 - 10.99% on a 9 month **Q PLAN** Term;
 - 11.99% on a 12 month **Q PLAN** Term;
 - 12.99% on a 15 month **Q PLAN** Term.
 - calculated on the value of the Eligible **Q PLAN** Purchase over the **Q PLAN** Term.
- 'Q PLAN Remaining Balance'** is the outstanding **Q PLAN** instalments (which includes the Purchase amount (or Advance) and interest, together with any fees or charges).
- 'Q PLAN Term'** is the Fixed Instalment Period of the **Q PLAN**.
- 'Instalment'** is the Fixed Instalment that you must pay each month under the **Q PLAN**. The Instalment is calculated by taking the Eligible **Q PLAN** Purchase amount that is the subject of the **Q PLAN**, together with interest calculated at the **Q PLAN** Interest Rate over the **Q PLAN** Term and dividing that amount over the **Q PLAN** Term to calculate the equal Instalments.
- 'we', 'our' or 'us'** means Columbus Financial Services Limited (NZBN 9429041632529), its directors, officers and employees and includes authorised agents, its successors, assignees and transferees.
- 'you'** means the borrower named in the Agreement.

In addition, you agree that the definition of 'Closing Balance' in the Cardholder Terms and Conditions includes the **Q PLAN** Remaining Balance.

2. How do I set up a Q PLAN?

- Only Eligible **Q PLAN** Purchases can be converted to a **Q PLAN**.
- We may prevent you from creating any new **Q PLAN**s if your Account is overdue and/or in arrears.
- Before you enter into a **Q PLAN**, you will be given the following details on the **Q PLAN** acceptance screen where you request to set up your **Q PLAN**:
 - the number and amount of each Instalment;
 - the total **Q PLAN** interest (calculated on the assumption that you will pay each Instalment when due);
 - the **Q PLAN** Interest Rate; and
 - the **Q PLAN** Term.
- Your **Q PLAN** will be activated on the start date set out in the email to your nominated email address confirming your conversion. This will be on or about the day you accept these **Q PLAN** terms and the onscreen terms and conditions. That email will also confirm the above details. Once your **Q PLAN** has been activated, you cannot change your selected **Q PLAN** and we will not change the applicable **Q PLAN** Interest Rate.

3. Interest on the converted purchase

- Where you convert an Eligible **Q PLAN** Purchase to a **Q PLAN**:
 - The interest rate that will apply to the converted purchase amount is the **Q PLAN** Interest Rate.
 - Each Instalment is made up of a share of the Advance made to you for the Eligible **Q PLAN** Purchase and interest at the **Q PLAN** Interest Rate.
 - The interest included in the Instalment must be repaid as part of the Instalments during the **Q PLAN** Term.

4. Waiver of Payment Holiday / Interest free period

- Where you convert an Eligible **Q PLAN** Purchase to a **Q PLAN**, the Payment Holiday and/or interest free period applying to your Standard Purchase, including under a Q Promotion (if applicable) is waived. This includes if the **Q PLAN** is cancelled and the principal portion of your **Q PLAN** Remaining Balance becomes part of your Closing Balance in accordance with clause 8(b) of these terms and conditions. (b) The waiver outlined above, effective on conversion of an Eligible **Q PLAN** Purchase to a **Q PLAN**, means that the amount of interest you pay on your Eligible **Q PLAN** Purchase may be greater under the **Q PLAN** than it would have been if you had not converted your Purchase to a **Q PLAN** and had continued to pay off the purchase in accordance with the terms and conditions in your Cardholder Terms and Conditions. By converting an Eligible **Q PLAN** Purchase to **Q PLAN** you agree, acknowledge and accept this waiver in consideration for the certainty of the **Q PLAN** where you can pay off your Eligible **Q PLAN** Purchase over the fixed **Q PLAN** Term on the lower **Q PLAN** Interest Rate.
- The waiver outlined above, effective on conversion of an Eligible **Q PLAN** Purchase to a **Q PLAN**, means that the amount of interest you pay on your Eligible **Q PLAN** Purchase may be greater under the **Q PLAN** than it would have been if you had not converted your Purchase to a **Q PLAN** and had continued to pay off the purchase in accordance with the terms and conditions in your Cardholder Terms and Conditions. By converting an Eligible **Q PLAN** Purchase to **Q PLAN** you agree, acknowledge and accept this waiver in consideration for the certainty of the **Q PLAN** where you can pay off your Eligible **Q PLAN** Purchase over the fixed **Q PLAN** Term on the lower **Q PLAN** Interest Rate.

5. Failure to pay all or part of Instalment

- Under a **Q PLAN**, if you fail to pay all or part of an Instalment:
 - that amount will be overdue;
 - will not form part of the **Q PLAN** or **Q PLAN** Remaining Balance; and
 - instead will become part of the Closing Balance of your Account and interest will be calculated and debited to your Account on that overdue amount at the Standard Interest Rate applying to your Account, from the time it becomes overdue until it is paid in accordance with the Cardholder Terms and Conditions applying to your Account.
- A **Q PLAN** ends on the date you repay the **Q PLAN** Remaining Balance or on the Statement Due Date of the last Account Statement issued during the **Q PLAN** Term, whichever is earlier. If any part of the

Q PLAN Remaining Balance remains unpaid on that Due Date, interest from that Due Date will be calculated at the Standard Interest Rate and debited from your Account in accordance with the Cardholder Terms and Conditions.

6. Payment of Instalments

- If you choose to convert an Eligible **Q PLAN** Purchase to a **Q PLAN**, you will need to repay the Eligible **Q PLAN** Purchase by making the Instalments during the **Q PLAN** Term.
- As set out above in clause 3(a), each Instalment will be made up of a share of the Advance made to you for the Eligible **Q PLAN** Purchase and interest charged on the Eligible **Q PLAN** Purchase at the **Q PLAN** Interest Rate for the **Q PLAN** Term.
- Each Instalment will be listed under the Summary of Fixed Instalments on your Statement and included in the Minimum Payment due as shown on your Statement (calculated in accordance with (d) below). Therefore, the Due Date for payment of your Instalment will be the Due Date for your Minimum Payment on your Statement.
- Your Minimum Payment will be calculated as:
 - any Instalment due in that Statement Period, plus
 - any overdue or Over-limit Amount (if any) by which the Closing Balance exceeds your Credit Limit, plus
 - if your Adjusted Closing Balance is \$10 or more then \$10 or an amount calculated as 3% of the Adjusted Closing Balance (whichever is the greater).
- This means your Minimum Payment will increase if you have a **Q PLAN**(S).
- By requesting an Eligible **Q PLAN** Purchase be converted to a **Q PLAN**, you request, and if we do convert it, we agree, that payments will be applied in the following order:
 - first to any Cancelled Fixed Instalments (which includes but is not limited to cancelled **Q PLAN**s) (if any), in the order of date on which they are cancelled;
 - then to the Instalments (including **Q PLAN**) as shown in your Statement under "Summary of Fixed Instalment Plans" in the order of Transaction date;
 - then to statemented Cash Advances, in the order of Transaction date;
 - then to all other statemented Transactions (excluding Flexi Payment Purchases, Standard Purchases and Balance Transfers that are not yet interest bearing) in the order of date on which they become interest bearing;
 - then to statemented Flexi Payment Purchases and Balance Transfers that are interest bearing and still within their Start-up Interest Period, in the order of date upon which they will move to the Standard Interest Rate;
 - then to statemented Flexi Payment Purchases, Standard Purchases and Balance Transfers that are still within their interest free Startup Interest Period, in the order of date on which they will move to the Standard Interest Rate;
 - lastly to any unstatemented Transactions in the same order as set out above, except that no payment will be applied.
- In regard to (f)(i) above, if you have more than one active Fixed Instalment (which will include but is not limited to, a **Q PLAN**), payments will be applied to the relevant Instalment or Remaining Balance with the earliest activation time, then to the relevant Instalment or Remaining Balance with the next earliest activation time and so on.
- You agree, acknowledge and understand that by converting to a **Q PLAN**, you may be required to pay an amount of interest under these terms and conditions that is greater than the amount of interest you would be liable to pay if we otherwise applied your payment in accordance with the Cardholder Terms and Conditions applying to your Agreement.
- You may withdraw your request at any time. If you withdraw your request, this means that you are also requesting that we cancel your **Q PLAN** and your **Q PLAN** will be cancelled and clause 8 of these terms and conditions will apply.

7. Credits or refunds

- A credit or refund relating to an Eligible **Q PLAN** Purchase will be applied to your Closing Balance in accordance with the normal payment allocation rules applying to your Account (as set out in the Cardholder Terms and Conditions and repeated above at clause 6(f)(i) to (vii) of these terms) and not



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to your **Q PLAN** Remaining Balance. This means that your **Q PLAN** will remain in effect even where a credit or refund relating to the Eligible **Q PLAN** Purchase occurs.

- (b) If you want the credit or refund to be applied directly to the **Q PLAN** as opposed to your Closing Balance (the default as per clause 7(a)), you must contact us so we can cancel your **Q PLAN** and we will discuss your options with you.

8. Cancellation

- (a) You can cancel a **Q PLAN** at any time by calling us on 0800 119 100. Cancellations can take up to 5 business days.
- (b) We may only cancel an existing **Q PLAN** if you have consented to the cancellation and for payments to be applied in accordance with clause 6(f)(i) to (vii) of these terms. Unless we agree otherwise, if a **Q PLAN** is cancelled, the principal portion of the **Q PLAN** Remaining Balance will form part of the Closing Balance and attract interest at the Standard Interest Rate.
- (c) A Fixed Instalment Cancellation Fee will apply in respect of any cancellation in accordance with clause 3.5.4 of the Cardholder Terms and Conditions.

9. Other terms and conditions

- (a) In the event of any inconsistency between these terms and conditions and any other provision of the Agreement, these terms and conditions will prevail. The Cardholder terms and conditions of your Agreement otherwise continue to apply.

Call: 0800 119 100 | Visit: qmastercard.co.nz | Post: Private Bag 94013, Auckland 2241

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