

## Small loan's checklist

**Do not leave any questions unasked if you can not exactly understand the content of a term or the loan contract in general. If necessary, take some time and consult with Coop Finants AS or another expert having financial knowledge.**

**Attention! This checklist is not binding. If you conclude a loan contract, the terms and conditions agreed upon in a specific loan contract shall apply.**

### Please note that:

- Your economic situation and your solvency may change in relation with a decline in your income or an increase of obligations;
- If you do not receive your income in euros, the possible unfavourable exchange rate change may bring about a bigger amount of loan payments;
- When submitting your application for a loan, you must confirm that all the information provided to the lender (including information about interest and financial situation) is true, complete and relevant, and that the obligation to be undertaken meets your needs and financial situation.

### Withdrawal from the loan contract

- If you change your mind and do not want to take the obligations of the loan, you **have the right to withdraw from the loan contract within 14 days from the conclusion of the contract**. In order to do so, a written (and digitally signed) application for withdrawal must be submitted to the lender. If you exercise the right of withdrawal, you must immediately, but not later than within 30 days from the date of submission of the application for withdrawal, return to the lender the entire amount of the loan disbursed and pay the calculated interest. Otherwise, it is considered that you have not withdrawn from the loan contract.

### Loan repayment and interest payment

- The loan must be repaid in the form of monthly repayments, to which the interest and a monthly contract administration fee will be added. Interest is the fee for using the loan. The interest is calculated on the outstanding amount of the loan from the disbursement of the loan until the loan is fully repaid. The interest rate brought out in the loan contract is fixed and depends on the terms and conditions of the particular loan contract, the lender's price list, the borrower's solvency and past payment behaviour. The amounts, number and frequency of loan repayments, as well as interest payments and monthly loan administration fees are shown in the payment schedule attached to the loan contract. The borrower has the right to demand the free issuing of the payment schedule during the entire duration of the contract.

### Early repayment of the loan

- If you wish to repay the loan early, you can do so either fully or partially. **Early repayment of the loan is free of charge if you are repaying the whole loan amount at once.** If you intend to repay the loan early, but only in part, you will be charged the loan agreement amendment fee if this repayment results in a reduction of the agreement term.

### Fulfil the agreement as agreed in order to avoid possible negative consequences:

- in the event of late payment, the borrower is obliged to pay **interest on arrears** to the lender in accordance with the interest rate of the loan, if this is higher than the statutory interest rate on consumer credit. In case the interest rate of the loan is lower than the statutory interest rate on consumer credit, interest is calculated in accordance with the statutory interest rate on consumer credit;
- in the event of sending out a debt-related reminder to the borrower, he/she is obliged to pay the lender the **service fee** in accordance with the price list of the lender (5 euros from the second reminder for each obligation owed);
- in case the payments are not made, the lender is entitled to disclose the **data about the borrower's indebtedness** to the registrar(s) of the credit register(s) in order to make them **available in the debtors' database**, which is publicly available or used by a restricted circle of persons;
- in case of such violation of the loan contract that do not concern the late payment (i.e. the violation of the obligation to inform or coordinate, the submission of false data), the lender has the right to claim a **contractual penalty** for up to 5% of the loan amount;
- the lender is **entitled to cancel the loan contract** and demand the immediate early repayment of the loan in the following cases:
  - if the borrower has fully or partly **delayed the payment of amounts due at least three of the last three dates of repayment**. In this case, the lender shall give an additional deadline of at least two weeks for the payment of the amount due and warns the borrower that in case of non-payment of the debt during this deadline, the lender shall cancel the loan contract and demand the immediate early repayment of the loan;
  - if the borrower **has otherwise significantly violated the loan contract**, and has not eliminated the violation within the given time limit;
- in order to recover the debt, the lender has the right to use the services of the **debts collectors** (settlement by collection), whereas the incurring costs shall be borne by the borrower;

- if a statement of claim must be filed to court in order to recover the debt, the relating **legal costs and state fees** may be borne by the borrower. The compulsory execution of the decision through the courts shall be organised by the bailiff and the **execution costs shall be borne by the debtor**;
- if the borrower is permanently insolvent (i.e. cannot perform his/her payment obligations and due to the borrower's financial situation, this inability is not temporary), the creditors, including the lender, have the right to file a claim to the court **for the declaration of bankruptcy of the borrower**.
- we suggest to sign an **agreement for payment of insurance costs**.

Small loan insurance helps if:

- you lose the capacity for work as a result of an accident or illness;
- you lose your job;
- you have been temporarily away from work due to your own or your child's illness.

In the event of the borrower's death, insurance will pay the loan balance to the lender so that the obligation will not transfer to the heirs.

Read the [information sheet](#) and [insurance terms and conditions](#).

- if in spite of everything, you fail to overcome the solvency problems, the following channels provide you **more information about possible aid schemes and/or allowances**:
  - see more information on the website managed by the Financial Supervision Authority [www.minuraha.ee](http://www.minuraha.ee);
  - see more information on registering as an unemployed person, employment services, new jobs and other useful things on Töötukassa website [www.tootukassa.ee](http://www.tootukassa.ee);
  - refer to the local government and ask about different social allowances. More information can be found on the website of the Ministry of Social Affairs [www.sm.ee](http://www.sm.ee);
  - if your current account is seized, you must contact the bailiff for explanations. Find out what is the reason for the seizure of your account. More information on the bailiffs can be found on the website of the Estonian Chamber of Bailiffs and Trustees in Bankruptcy [www.kpkoda.ee](http://www.kpkoda.ee).

## Settlement of disputes

Disputes between the parties shall preferably be resolved by means of negotiations. In case of failure to come to an agreement, the customer has the right to refer the dispute to an out-of-court settlement. Additionally, the authorities supervising the activities of Coop Finants AS are the Financial Supervision Authority and the Consumer Protection Board. The contact details of the Consumer

Protection Board and instructions for filing complaints are available on the website [www.tarbijakaitseamet.ee](http://www.tarbijakaitseamet.ee). The contact details of the Financial Supervision Authority are available on the website [www.fi.ee](http://www.fi.ee).

In case of failure to reach an out-of-court settlement, any person has the right to refer to court in order to protect his/her rights. For the commencement of the case, a statement of claim must be submitted to the county court in accordance with the requirements provided for in the Code of Civil Procedure. More information about referring to court, including legal fees, state legal aid and procedural legal aid is available on the consumer portal [www.minuraha.ee](http://www.minuraha.ee) or on the website [www.kohus.ee](http://www.kohus.ee).

**Attention!** Taking a loan brings about obligations in relation to which there is a risk of debt. Please note that a violation of the monthly payment obligation may considerably aggravate future borrowing opportunities.

In case you encounter difficulties in timely repayments, **please make sure to contact the lender as soon as possible** in order to find the best possible solution to the situation and prevent any additional costs that might arise (interest on arrears, debt processing fees, bailiff fees, etc.). In order to prevent the accumulation of problems, **it is reasonable and important to fully cooperate with the lender**.

Coop Finants AS recommends considering thoroughly all the explanations and asking additional questions, if needed.

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