



HNB

GOVERNOR

Pursuant to Article 304, paragraph (2) of the Credit Institutions Act (Official Gazette 159/2013, 19/2015 and 102/2015), Article 14, paragraph (13) of the Act on Consumer Housing Loans (Official Gazette 101/2017) and Article 43, paragraph (2), item (9) of the Act on the Croatian National Bank (Official Gazette 75/2008 and 54/2013), the Governor of the Croatian National Bank hereby issues

**Decision on the content of and the form in which consumers are provided information prior to contracting individual banking services**

*Scope of the Decision and legal persons subject to the Decision*

Article 1

(1) This Decision regulates the content and the form of information which a credit institution is required to provide to a consumer who uses or intends to use the services of a credit institution or a credit union before concluding an agreement on the provision of a respective banking service.

(2) This Decision transposes into the legal system of the Republic of Croatia Directive 2014/17/EU of the European Parliament and of the Council of 4 February 2014 on credit agreements for consumers relating to residential immovable property and amending Directives 2008/48/EC and 2013/36/EU and Regulation (EU) No 1093/2010 (OJ L 60, 28.2.2014).

(3) The provisions of this Decision shall apply to:

- a) credit institutions which conduct business or intend to conduct business with consumers and which as part of such business conclude or intend to conclude loan or deposit agreements, regardless of currency, maturity, amount or purpose agreed or intended to be agreed and/or provides advisory services as part of such business;
- b) credit institutions of another Member State which provides mutually recognised services within the territory of the Republic of Croatia through a branch or directly;
- c) a third-country credit institution authorised by the Croatian National Bank to establish a branch of the third-country credit institution;
- d) credit unions which conduct business or intend to conduct business with consumers and which as part of such business conclude or intend to conclude loan agreements, regardless of currency, maturity, amount or purpose agreed or intended to be agreed;
- e) credit intermediaries which provide or intend to provide credit intermediation and/or advisory services to consumers pursuant to the Act on Consumer Housing Loans.

(4) In cases where the credit union conducts or intends to conduct business with consumers and as part of such business concludes or intends to conclude loan agreements with members of a credit union, the members of a credit union shall be considered consumers.

(5) The provisions of this Decision applying to credit institutions shall also apply to credit unions, apart from the provisions referred to in Article 2, paragraphs (8), (12) and (13) and Article 5 of this Decision and to branches of third-country credit institutions authorised by the Croatian

National Bank to establish a branch of a third-country credit institution in the territory of the Republic of Croatia.

*Content and form of information preliminary to the conclusion of the loan agreement*

Article 2

(1) Personalised information in the form of an information sheet that the credit institution and the credit intermediary are obliged to make available to the consumer aiming to compare agreements on consumer housing loans available in the market, assess their effects and make informed decisions whether to conclude an agreement shall include:

- a) introductory text including information on the consumer, the date of creation of the information sheet, validity date and the conditions under which the information is valid;
- b) the name and address of the credit institution with contact data;
- c) where applicable, the name and surname or name and address of the credit intermediary with contact data;
- d) main features of the loan, including the amount and the currency of the loan, duration of the loan and type of the loan, the type of applicable nominal interest rate together with, where applicable, a deduction due to flexible features provided to the consumer, as well as information on the default interest applicable to late payments and measures of its adjustment, the total amount to be repaid and, where applicable, information on the type and value of collateral;
- e) effective interest rate (EIR) and the assumptions used for its calculation and, where applicable, an example of the calculation of the increase in the EIR in case of an increase in the nominal interest rate, the nominal interest rate and other costs and fees which are the components for the calculation of the EIR. It shall also include conditions governing the application of the nominal interest rate and, where applicable, variable parameters applied and the periods, conditions and procedures for interest rate changes. Where different interest rates are applied in different circumstances, it is necessary to specify information in this item for all rates applied. Where applicable, the consumer is warned against all costs the consumer has to pay, which are not included in the calculation of the effective interest rate because the costs are not known to the credit institution at the time of calculation;
- f) the frequency and number of payments the consumer is required to make;
- g) the amount of each instalment or annuity the consumer is required to pay, including, where applicable, warnings to the consumer relating to changes to the exchange rate, changes to the nominal interest rate and loss of income with the examples of their influence on the possible increase or decrease in the amount of instalment or annuity and outstanding loan principal and the exchange rate used for the calculation of the repayment from the currency of the loan to the national currency of the consumer. Where applicable, in case of deferred-interest loans information is added how and when deferred interest is added to the loan principal as a cash amount and what the consequences are for the consumer in relation to the consumer's outstanding debt;
- h) loan amortisation schedule, including information for the consumer in which cases the consumer is entitled to request a new or altered loan amortisation schedule;
- i) additional obligations for the consumer, if any, arising from the conclusion of the agreement regarding ancillary services in connection with an agreement on a consumer housing loan, in



- particular, insurance policies, when the conclusion of such agreement is mandatory to obtain the loan or to obtain the loan under the conditions and provisions advertised in the market, together with information on the duration of such obligations and connected costs;
- j) early repayment fee including the conditions under which the consumer may make an early repayment of a portion or of the entire loan;
  - k) additional possibilities for consumers regarding certain additional features in connection with an agreement on a consumer housing loans, including the circumstances under which a consumer may use the specific features, as well as conditions, rights and obligations connected to the use of this feature;
  - l) other rights of the consumer in connection with a respective agreement on a consumer housing loan, the existence of the right to withdrawal from the agreement on a consumer housing loan, the right to a reflection period before the conclusion of an agreement on a consumer housing loan and, where applicable, other rights together with the conditions and procedures to be met to exercise these rights;
  - m) the name of the contact point and the manner of getting in contact with the credit institution for the purpose of submitting complaints and the name of the authorities responsible for resolving out-of-court complaints;
  - n) financial and/or legal consequences warning the consumer against defaulting on obligations linked to the agreement on a consumer housing loan;
  - o) additional information to the consumer in connection with the provisions of the law applicable to the agreement on a consumer housing loan or competent court and, where applicable, on the language the credit institution intends to use in the communication with the consumer, the right of the consumer to be provided a draft agreement on a consumer housing loan on request free of charge, as well as the right, where applicable, for the draft agreement to be requested by the co-debtor, pledgor and guarantor and a specify all articles of the General operating conditions which are relevant for the agreement in question.
  - p) the name of the supervisory authority competent for the supervision of the credit institution and, where applicable, of the credit intermediary in the pre-contractual stage of lending.

(2) The credit institution and the credit intermediary shall present to the consumer personalised information referred to in paragraph (1) of this Article in the form of Information sheet I given in the Annex to this Decision and ensure appropriate evidence thereof. All activities undertaken by the credit institution and credit intermediary in this regard shall be duly documented and recorded.

(3) The Information sheet I given in the Annex to this Decision shall be completed by the credit institution or credit intermediary in accordance with the Instructions to be found after Information sheet I using the respective wording templates from the Information sheet.

(4) The font used to complete Information sheet I must be readable, while bold font, shading or larger font sizes may be used only for data that needs to be highlighted. All applicable warnings against risks must be highlighted.

(5) The credit institution or credit intermediary shall give additional information in relation to the information referred to in paragraph (1) of this Article in a separate document, detached from the Information sheet in which the information referred to in paragraph (1) of this Article is provided.

(6) Where individual pieces of information are not applicable to the respective agreement on a consumer housing loan, the credit institution and the credit intermediary shall delete the

information in question or the entire section. In case the entire section is deleted, the numbering of the sections in the Form shall be adjusted accordingly.

(7) In case of voice telephony communications the description of the main characteristics of the service to be provided pursuant to Part III, Title III, Section II of the Consumer Protection Act (Official Gazette 41/2014 and 110/2015) shall include at a minimum the content of sections (3) to (6) of Information sheet I given in the Annex to this Decision.

(8) In cases where Information sheet I is provided to the consumer in connection with an agreement on a consumer housing loan in a foreign currency, the credit institution shall also provide to the consumer Information sheet I for the loan granted in the currency of the Republic of Croatia in the same amount and maturity. Where the credit institution does not have such a loan on offer, it shall proceed in accordance with the provisions referred to in paragraph (12) of this Article.

(9) If the agreement on a consumer housing loan contains provisions allowing for a combination of different types of applicable interest rates, the credit institution shall notify the consumer in section (4) of Information sheet I of the possible impacts of the changes in interest rates on the amounts payable by the consumer and of the effective interest rate (EIR). For this purpose, additional EIR shall be calculated to the consumer which illustrates the possible risks linked to a significant increase in the interest rate. In cases where the interest rate is not capped, this information shall be accompanied by a warning highlighting that the total cost of the loan to the consumer, shown by the EIR, may change.

This provision shall not apply to agreements on a consumer housing loan where the interest rate is fixed for an initial period of at least five years, at the end of which a negotiation on a new interest rate takes place in order to agree on a new fixed rate for a further repayment period, for which additional, illustrative EIR is provided in Information sheet I, section (4). For agreements on a consumer housing loan in connection to which a fixed interest rate has been agreed for an initial period of at least five years, at the end of which a negotiation on a new interest rate takes place in order to agree on a new fixed rate for a further repayment period, the calculation of an additional, illustrative EIR referred to in section (4) of Information sheet I, shall cover only the initial fixed interest rate period and shall be based on the assumption that, at the end of the period of application of the fixed interest rate period, the principal outstanding is repaid.

(10) In addition to agreements on a consumer housing loan the provisions of paragraphs (1) to (9) of this Article shall also be applied to all other types of loans offered or granted to consumers by the credit institutions.

(11) Exceptionally, the warnings to the consumer referred to in paragraph (1), item (g) of this Article shall not relate to loan agreements collateralised by a cash deposit equal to the amount of the granted loan.

(12) Where loans on offer by the credit institution do not include a comparable loan in domestic currency, the credit institution and, where applicable, the credit intermediary shall highlight this in Information sheet I in the Annex to this Decision and provide the consumer with the information sheet referred to in Article 5, paragraph (1) of this Decision.

(13) Where loans on offer by the credit institution do not provide for the possibility of concluding a loan with a fixed interest rate, in domestic currency or denominated in domestic currency with a foreign currency clause in euro, the credit institution and, where applicable, the credit intermediary shall highlight this in Information sheet I in the Annex to this Decision and provide

the consumer with the information sheet of the Croatian National Bank referred to in Article 5, paragraph (1) of this Decision, depending on the loan currency.

*Content and form of information preliminary to the conclusion of the deposit agreement*

Article 3

(1) Information that the credit institution is obliged to make available to the consumer aiming to compare deposit agreements available in the market, assess their effects and make informed decisions whether to conclude a deposit agreement shall contain:

- a) information on the consumer and the date of the creation of the information sheet;
- b) the name and address of the credit institution with contact data;
- c) the type and amount of deposit;
- d) where applicable, the currency and trends followed by the currency to which the deposited amount is linked;
- e) the annual nominal interest rate;
- f) the interest calculation method and, where applicable, explanation of the applied proportional and equivalent interest rate;
- g) conditions and parameters for variability of the interest rates applied and the periods, conditions and procedures for interest rate change;
- h) fees and commissions for the consumer including explanations of their variability;
- i) the effective interest rate;
- j) the minimum amount accepted by the credit institution as deposit;
- k) where applicable, possibilities as regards early repayment of a time deposit before its maturity date including a warning to the consumer against the possible consequences thereof;
- l) the treatment of deposits after the expiry of the agreed maturity date;
- m) the conditions for the management of the deposits of minors;
- n) basic information on deposit insurance;
- o) information on the contact person of the credit institution;
- p) a list of all articles from the General operating conditions which are relevant for the deposit agreement in question;
- r) the validity date of information from the information sheet.

(2) The credit institution shall provide to the consumer personalised information referred to in paragraph (1) of this Article in the form of Information sheet II given in the Annex to this Decision.

*Loan amortisation schedule*

Article 4

(1) The credit institution shall provide the consumer with a loan amortisation schedule in cases when this is regulated by regulations governing the granting of loans to consumers. Where applicable, the obligation to provide a loan amortisation schedule applies to credit intermediaries.

(2) The loan amortisation schedule shall be provided to the consumer in the form of Information sheet III given in the Annex to this Decision, for the purpose of presenting the amount the consumer needs to pay and the frequency of the payments.

(3) The creation of the loan amortisation schedule referred to in paragraph (2) of this Article shall be based on the assumed regular flow of all transactions, implying regularity of all parties in meeting their obligations arising from the loan agreement.

### *Information list*

#### Article 5

(1) The Croatian National Bank shall draw up an information list of loans offered in domestic currency and an information list of loans denominated in domestic currency with a currency clause in euro for all credit institutions and shall publish it on its official website.

(2) The list of selected types of loans and information included in the information list of loans supplied in domestic currency is provided in Information sheet IV given in the Annex to this Decision.

(3) The list of selected types of loans and information included in the information list of loans supplied in domestic currency with a currency clause in euro is provided in Information sheet V in the Annex to this Decision.

(4) In case of changes to the information included in the information lists drawn up on the basis of the information referred to in paragraphs (2) and (3) of this Article, the credit institution shall without delay deliver new information sheets referred to in paragraphs (2) and (3) of this Article to the Croatian National Bank.

(5) By way of derogation from paragraph (4) of this Article, the credit institution shall deliver information on parameter changes relating to the variable interest rate vis-a-vis the previously delivered information sheets referred to in paragraphs (2) and (3) of this Article at least once a month. The value of variable parameters shall be reported by the credit institution as at the last day of the month and new information sheets shall be delivered to the Croatian National Bank within seven days of the expiry of the previous month.

(6) If the EIR changed exclusively due to changes in a variable parameter, the credit institution shall deliver information on these changes to the Croatian National Bank in the manner and within the time limits referred to in paragraph (5) of this Article.

(7) Based on received information sheets referred to in paragraphs (2) to (6) of this Article the Croatian National Banks shall draw up or alter the information lists referred to in paragraph (1) of this Article for all credit institutions and publish them on its official website.

### Transitional and final provisions

#### *Transitional period*

#### Article 6

(1) The Decision on the content of and the form in which consumers are provided information prior to contracting banking services (Official Gazette 2/2015 and 73/2017 shall cease to have effect 60 days of the entry into force of this Decision.

(2) Until the operations of the credit institution are aligned with the provisions of this Decision, and within the time limit referred to in Article 46 of the Act on Consumer Housing Loans, the credit institution shall provide consumers information prior to concluding an agreement on the provision of a banking service in the form of appropriate information sheets given in the Annex to the Decision on the content of and the form in which consumers are provided information prior to contracting banking services (Official Gazette 2/2015 and 73/2017).

*Entry into force*

Article 7

This Decision shall enter into force on the eight day after the day of its publication in the Official Gazette.

No.: 286-020/10-17/BV  
Zagreb, 26 October 2017

Boris Vujčić  
Governor

**I INFORMATION SHEET providing consumers with pre-contractual information adapted to their personal financial situation and preferences with Instructions for completing the Information sheet.**

**(EUROPEAN STANDARDISED INFORMATION SHEET (ESIS))**

<b>No.</b>	<b>TYPE OF INFORMATION</b>
	(Introductory text)
	<p>This document was produced for [name of consumer] on [date].</p> <p>This document was produced on the basis of the information that you have provided so far and on the current financial market conditions.</p> <p>The information below remains valid until [validity date], (where applicable) apart from the interest rate and other costs. After that date, it may change in line with market conditions. (Where applicable) This document does not constitute an obligation for [name of credit institution] to grant you a loan.</p>
1	Credit institution
	<p>[Name] [Telephone number] [Address] (Optional) [E-mail address] (Optional) [Fax number] (Optional) [Web address] (Optional) [Contact person/point]</p> <p>(Where applicable information as to whether advisory services are being provided: ) [(We recommend, having assessed your needs and circumstances, that you take out this loan. /We are not recommending a particular loan for you. However, based on your answers to some questions, we are giving you information about this loan so that you can make your own choice.)]</p>
2	(Where applicable) Credit intermediary
	<p>[Name] [Telephone number] [Address] (Optional) [E-mail address] (Optional) [Fax number] (Optional) [Web address] (Optional) [Contact person/point]</p>



	<p>[(We recommend, having assessed your needs and circumstances, that you take out this loan. /We are not recommending a particular loan for you. However, based on your answers to some questions, we are giving you information about this loan so that you can make your own choice.)]</p> <p>[Remuneration]</p>
3	Main features of the loan
	<p>Amount and currency of the loan to be granted: [value][currency]</p> <p>(Where applicable) This loan is not in [national currency of the borrower].</p> <p>(Where applicable) The value of your loan in [national currency of the borrower] could change.</p> <p>(Where applicable) For example, if the value of [national currency of the borrower] fell by 20 % relative to [loan currency], the value of your loan would increase to [insert amount in national currency of the borrower]. However, it could be more than this if the value of [national currency of the borrower] falls by more than 20 %.</p> <p>(Where applicable) The maximum value of your loan will be [insert amount in national currency of the borrower].</p> <p>(Where applicable) You will receive a warning if the credit amount reaches [insert amount in national currency of the borrower].</p> <p>(Where applicable) You will have the opportunity to [insert right to the conversion of the loan to [alternative currency] and conditions].</p> <p>Duration of the loan: [duration]</p> <p>[Type of loan and repayment method]</p> <p>[Type of applicable regular nominal interest rate together with, where applicable, an overview of the deduction due to flexible features provided to the consumer, as well as information on the value of and conditions for default interest applicable]</p> <p>Total amount to be repaid:</p> <p>This means that you will pay back [amount] for every [unit of the currency] borrowed.</p> <p>(Where applicable) [This/Part of this] is an interest-only loan. You will still owe [insert amount of loan on an interest-only basis] at the end of the loan repayment term.</p> <p>(Where applicable) Value of the real estate property assumed to prepare this information sheet: [insert amount].</p> <p>(Where applicable) Maximum available loan amount relative to the value of the real estate property [insert ratio] or Minimum value of the real estate property required to borrow the illustrated amount [insert amount]</p> <p>(Where applicable) [Collateral]</p>
4	Interest rate and other costs

	<p>The effective interest rate (EIR) is the total cost of the loan expressed as an annual percentage. The EIR is provided to help you to compare different offers.</p> <p>The EIR applicable to your loan is [EIR].</p> <p>The EIR comprises:</p> <p>Interest rate [value in percentage in cases where fixed interest rate is applied, while in cases where variable interest rate is applied next to the overall value in percentage its components must be specified: variable parameter and the fixed portion of the interest rate in percentage]. The credit institution specifies the value of the variable parameter applied in accordance with its General conditions and/or other internal bylaws as at the date of issuing the ESIS.]</p> <p>[Other components of the EIR]</p> <p>Costs to be paid on a one-off basis:</p> <p>(Where applicable) You will need to pay a fee to register the [lien on [Insert type of collateral] or transfer of ownership [Insert type of collateral]. [Insert amount of fee where known or basis for calculation.]</p> <p>Costs to be paid regularly:</p> <p>(Where applicable) This EIR is calculated using assumptions regarding the interest rate: [Assumptions used for EIR calculation]</p> <p>(Where applicable) Because [part of] your loan is a variable interest rate loan, the actual EIR could be different from this EIR if the interest rate for your loan changes. For example, if the interest rate rose to [scenario as described in the Instruction in section 4], the EIR could increase to [insert illustrative EIR corresponding to the scenario].</p> <p>(Where applicable) Please note that this EIR is calculated on the basis that the interest rate remains at the level fixed for the initial period throughout the duration of the agreement.</p> <p>(Where applicable) The following costs are not known to the credit institution and are therefore not included in the EIR: [Costs]</p> <p>(Where applicable) You will need to pay a fee to register a lien or transfer of ownership.</p> <p>Please make sure that you are aware of all other taxes and costs associated with your loan.</p>
5	Frequency and number of payments
	Repayment frequency: [frequency] Number of payments: [number]
6	Amount of each instalment or annuity
	[Amount] [currency]

	<p>Your income may change. Please consider whether you will still be able to afford your [frequency] repayment [instalments or annuities] if your income falls.</p> <p>(Where applicable) Because [this/part of this] is an interest-only loan you will need to make separate arrangements to repay the [insert amount of loan on an interest-only basis] you will owe at the end of the loan life. Remember to add any extra payments you will need to make to the instalment amount shown here.</p> <p>(Where applicable) The interest rate on [part of] this loan can change. This means the amount of your [instalments or annuities] could increase or decrease. For example, if the interest rate rose to [scenario as described in the Instructions in section 6] your payments could increase to [insert instalment or annuity amount corresponding to the scenario].</p> <p>(Where applicable) The value of the amount you have to pay in [national currency of the borrower] each [frequency of instalment or annuity] could change. (Where applicable) Your payments could increase to [insert maximum amount in national currency of the borrower] each [insert period] (Where applicable). For example, if the value of [national currency of the borrower] fell by 20 % relative to [loan currency] you would have to pay an extra [insert amount in national currency of the borrower] each [insert period]. Further, if the value of [national currency of the borrower] fell by 20 % relative to [loan currency] and the interest rate rose to [scenario as described in the Instructions in section 6] and the your payments could increase to [insert instalment or annuity amount corresponding to the scenario].</p> <p>Your payments could increase by more than this.</p> <p>(Where applicable) The exchange rate used for converting your repayment in [loan currency] to [national currency of the borrower] will be the mid-point exchange rate of the Croatian National Bank for the relative currency applicable on the date of calculation [date].</p> <p>(Where applicable) [Details on tied savings products in case of an interest-only loan; details on deferred-interest loans].</p>
7	Loan amortisation schedule
	<p>The loan amortisation schedule shows the amount to be paid every [frequency].</p> <p>The amount [instalment or annuity] (column [5]) is the sum of interest to be paid (column [7]), where applicable, principal paid (column [6]) and, where applicable, the amount of costs included in the instalment or annuity (column [8]). (Where applicable) The costs in column 8 relate to [list of costs]. Outstanding principal (column [9]) is the amount of the loan that remains to be repaid after each instalment or annuity.</p> <p>[Schedule]</p>
8	Additional obligations

	<p>The borrower must comply with the following obligations in order to benefit from the lending conditions described in this document:</p> <p>[Obligations]</p> <p>(Where applicable) Please note that the lending conditions described in this document (including the interest rate) may change if these obligations are not complied with.</p> <p>(Where applicable) Please note the possible consequences of terminating at a later stage any of the ancillary services relating to the loan:</p> <p>[Consequences]</p>
9	<p>Early repayment</p> <p>You have the possibility to repay this loan early, either fully or partially.</p> <p>(Where applicable) [Conditions]</p> <p>(Where applicable) Early repayment fee: [insert amount or, where not possible, the method of calculation].</p> <p>(Where applicable) Should you decide to repay this loan early, please contact us to ascertain the exact level of the early repayment fee at that moment.</p>
10	<p>Additional possibilities</p> <p>(Where applicable) [Information on portability/subrogation] You have the possibility to transfer this loan to another [credit institution][or] [property]. [Insert conditions]</p> <p>(Where applicable) You do not have the possibility to transfer this loan to another [credit institution] [or] [property].</p> <p>(Where applicable) Additional features: [Insert explanation of additional features listed in the Instructions, section 10, point 5 and, optionally, any other features offered by the credit institution as part of the credit agreement not referred to in previous sections].</p>
11	<p>Other rights of the consumer</p> <p>(Where applicable) You have [length of reflection period] after [the date of receipt of the binding offer] to reflect before committing yourself to taking out this loan. (Where applicable) Once you have received the binding offer to conclude a loan agreement from the credit institution, you may not accept it before the end of [period during which the consumer may not accept the offer] from the beginning of the of reflection period].</p> <p>(Where applicable) For a period of [length of withdrawal period] after [date of concluding the loan agreement] you may exercise your right to cancel the agreement. [Conditions] [Insert procedure]</p> <p>(Where applicable) You may lose your right to cancel the agreement if, during that period, you buy or sell a real estate property connected to this loan agreement.</p>

	(Where applicable) Should you decide to exercise your right of withdrawal [from the loan agreement], please verify whether you will remain bound by your other obligations relating to the loan [including the ancillary services relating to the loan] [referred to in section 8].
12	Complaints
	<p>If you have a complaint please contact [insert internal contact point and direct to a document or web address providing information on the complaints procedure].</p> <p>(Where applicable) Maximum time for handling the complaint [period of time]</p> <p>(Where applicable) [If we do not resolve the complaint to your satisfaction internally,] you can also contact: [insert name of external body for out-of-court complaints and redress] (Where applicable) or you can contact FIN-NET for details of the equivalent body in your country of residence.</p>
13	Non-compliance with the commitments linked to the loan: consequences for the consumer
	<p>[Types of non-compliance]</p> <p>[Financial and/or legal consequences]</p> <p>Should you encounter difficulties in making your [frequency] payments, please contact us straight away to explore possible solutions.</p> <p>(Where applicable) As a last resort, your home may be repossessed if you do not keep up with payments.</p>
14	Additional information
	<p>(Where applicable) [Indication of the law applicable to the loan agreement]</p> <p>(Where the credit institution intends to use a language different from the language of the ESIS) information and contractual terms will be supplied in [language]. With your consent, we intend to communicate in [language/s] for the duration of the loan agreement.</p> <p>[Insert statement on right of the consumer to request a draft loan agreement and, as applicable, on the right of the co-debtor, pledgor and guarantor to request a draft loan agreement or insert draft agreement and a list of all articles of the General operating conditions which are relevant for the agreement in question]</p>
15	Supervisor
	<p>This credit institution is supervised by [Name(s), and web address(es) of supervisory authority/ies]</p> <p>(Where applicable) This credit intermediary is supervised by [Name and web address of supervisory authority].</p>

### Instructions to complete the ESIS

Credit institutions and credit intermediaries shall use all sections of this information sheet that contain wording templates when completing the information sheet and acting in accordance with these Instructions.

Instructions between square brackets shall be replaced with corresponding data and information. Wherever the words 'where applicable' are indicated, the credit institutions shall provide the information required if it is relevant to the loan agreement.

If it is necessary to insert additional sheets, draft agreements or similar informative documents, the credit institution or, where applicable, the credit intermediary, shall when issuing such a document annexed to the ESIS, specify the number and/or date of creation of the document in the relevant space of the relevant ESIS section to which the annexed document relates by using the following wording template: *'Additional information [title of the additional sheet, draft agreement, information list or other informative document and its number and/or date of creation].'*

#### Section 'Introductory text'

1 The validity date shall be properly highlighted. For the purpose of this section, the 'validity date' shall mean the length of time the information, e.g. the interest rate, contained in the ESIS will remain unchanged and will apply should the credit institution decide to grant the loan within this period of time.

#### Section '1 Credit institution'

1 The name, telephone, number and address of the credit institution shall refer to the contact information that the consumer may use for future contact with the credit institution.

2 Information on the e-mail address, fax number, web address and contact person/point is optional.

3 In line with Part III, Title III, Section II of the Consumer Protection Act, where the transaction is being offered at a distance, the credit institution shall indicate, where applicable, the name and address of its representative in the Member State of residence of the consumer. Indication of the telephone number, e-mail address and web address of the representative of the loan provider is optional.

4 Where section 2 is not applicable, the credit institution shall, using the wording template from the same section of the ESIS, inform the consumer whether advisory services are being provided and on what basis.

#### (Where applicable) Section '2 Credit intermediary'

Where the product information is being provided to the consumer by a credit intermediary, that intermediary shall include the following information:

1 The name, telephone number and address of the credit institution shall refer to the contact information that the consumer may use for future correspondence.

2 Information on the e-mail address, fax number, web address and contact person/point is optional.

3 The credit intermediary shall inform the consumer whether advisory services are being provided and on what basis by using the wording template from section 1 of the ESIS.

4 An explanation on the remuneration received by the credit intermediary. Where it is receiving commission from a credit institution, the amount and, where different from the name in section 1 of the ESIS, the name of the credit institution shall be provided.

#### Section '3 Main features of the loan'

1 This section shall clearly explain the main features of the loan, including the value and currency and the potential risks associated with the interest rate, including the ones referred to in point (8) of this section, and the repayment structure.

2 Where the loan currency is different from the national currency of the consumer, the credit institution shall warn the consumer of that fact. Where in the case of a consumer housing loan the consumer informs the credit institution at the moment of the creation of the ESIS that the alternative currency the consumer intends to agree in the agreement on a consumer housing loan is different from the national currency of the consumer, the credit institution shall, instead of the national currency of the consumer, as appropriate, indicate the respective information using this alternative currency.

Where in the case of a consumer housing loan the loan currency is different from the national currency of the consumer or the alternative currency, the credit institution shall indicate that the consumer will receive a regular warning every time when the value of the total outstanding amount the consumer is obliged to pay or regular instalments or annuities change by more than 20 % of their value if the exchange rate of the foreign currency in which the agreement on a consumer housing loan is denominated or other alternative currency that was applicable at the time of the conclusion of the agreement changes. The credit institution shall also indicate the right to convert the currency of the loan agreement and any other arrangement available to the consumer to limit their exposure to exchange rate risk that the credit institution can make available to the consumer or are provided by the law governing the respective type of loan. Depending on the existing regulatory framework, the credit institution shall apply the wording templates from section 3, as appropriate.

Where there is a provision in the loan agreement to limit the exchange rate risk, the credit institution shall indicate the maximum amount the consumer could have to pay back and only in this case use the wording template 'The maximum amount of your loan will be *[insert an amount in the national currency of the consumer]*.' Where there is no provision in the loan agreement to limit the exchange rate risk to which the consumer is exposed to a fluctuation in the exchange rate of less than 20 %, the credit institution shall indicate an illustration of the effect of a 20 % fall in the value of consumer's national currency relative to the credit currency on the value of the credit and use the wording template from section 3, as appropriate.

The national currency of the consumer is the currency of the state in which the consumer has its residence.

3 The duration of the loan shall be expressed in years or months, whichever is the most relevant. Where the duration of the loan can vary during the lifetime of the contract, the creditor shall explain when and under which conditions this can occur. Where the loan is open-ended, for example, for a secured credit card, the credit institution shall clearly state that fact.

4 The type of credit shall be clearly indicated (e.g. cash loan, consumer housing loan, secured credit card).

The description of the type of loan shall also indicate whether the credit institution approves the type of loan with certain special flexible features and what are the conditions for the use of or the termination of the use of these flexible features (e.g. loans for young people, loans in co-operation with construction companies, etc.). It should be noted that the mentioned flexible features in this section are related exclusively to the flexible features affecting the total cost of the credit to the consumer.

The description of the type of loan shall clearly indicate how the principal and the interest shall be repaid during the life of the loan (i.e. repayment method and structure), specifying clearly whether the loan agreement is based on principal repayment or interest-only basis, or a mixture of the two and which method of loan repayment is applied (repayment in instalments or in annuities). If the method of repayment offers a choice between repayment in instalments or repayment in annuities, the credit institutions shall include and highlight a warning in its description of the differences in repayment in such a way to indicate the amount of the first annuity and the first and the last

instalment and the overall amount of assumed interest during the repayment period for the duration of the agreement regarding repayment in instalments and in annuities.

5 Where all or a part of the loan is an interest-only loan, a statement clearly indicating that fact shall be inserted prominently at the end of this section using the wording template from section 3 of the ESIS.

6 This section shall explain whether the interest rate is fixed or variable and, where applicable, the periods during which it will remain fixed; the reference periods for interest rate change and the existence of limits regarding the amount of interest rate, such as the maximum permitted interest rate and possible other caps if prescribed by the law governing the respective type of loan.

The formula used to define the amount of interest rate and its different components shall be explained (the variable parameter used and the fixed part of the interest rate), as well as reference period for interest rate change. The credit institution shall indicate or point to a web address, where further information on the variable parameter (the reference rate (EURIBOR, LIBOR), national reference rate (NRR), yield on T-bills of the Ministry of Finance or the average deposit rate on household deposits in the respective currency) may be found, as well as on the fixed part of the interest rate.

In addition to information on interest rate components this section shall indicate the interest rate deduction in percentage points in favour of the consumer pursuant to applied flexible features (e.g. client status), as well as the explanation of the conditions for the application and the termination of the application of flexible features.

This section shall also explain the interest rate applied in interest rate calculation (proportional or equivalent), and where the interest calculation method can be selected, the credit institution shall include and highlight a warning regarding the differences in the application of proportional or equivalent interest rate containing a numerical illustration of the difference on an real example.

7 If different interest rates apply in different circumstances, information shall be provided on all rates applied in the manner as required in point (6) of this section of the Instructions, including information on default interest applied to late payments (conditions for its application and calculation method).

8 The 'total amount to be repaid' corresponds to the total amount payable by the consumer. It shall be shown as the sum of the loan amount and the total cost of the loan to the consumer.

Where the interest rate is not fixed for the duration of the agreement, it shall be highlighted that this amount is illustrative and may vary in particular in relation with the variation in the interest rate.

9 Where the collateral for the loan is a lien on residential property or transfer of ownership on residential property for the purpose of security, the credit institution shall draw the consumer's attention to this. Where applicable the credit institution shall indicate the assumed value of the property or adequate information on other collateral used for the purpose of preparing this information sheet.

10 The credit institution shall indicate, where applicable:

(a) 'maximum available loan amount relative to the value of the real estate property', indicating the loan-to-value ratio. This ratio is to be accompanied by an example in absolute terms of the maximum amount that can be borrowed for a given property value; or

(b) 'the minimum value of the real estate property required by the credit institution to lend the illustrated amount'.

11 Where loans are multi-part loans (e.g. concurrently part fixed rate, part variable rate), this shall be reflected in the indication of the type of loan and the required information shall be given for each part of the loan in accordance with previous points of this section of the Instructions.



#### Section '4 Interest rate and other costs'

1 The reference to 'interest rate' corresponds to the nominal interest rate or borrowing rate or rates.

2 The interest rate shall be indicated as a percentage value. Where the interest rate is variable, the credit institution shall indicate the interest rate by stating the variable parameter and a percentage value of the fixed part of the interest rate. The credit institution shall indicate the value of the variable parameter applied in accordance with its general conditions and/or other internal bylaws as at the date of issuing the ESIS.

Where the interest rate is variable, the information shall include, as appropriate:

(a) the assumptions used to calculate the EIR based on the Decision on the effective interest rate of the Croatian National Bank and/or Article 2, paragraph (9) of this Decision;

(b) applicable caps, such as the maximum allowed interest rate in line with the provisions of applicable laws governing the respective type of loan and possible floors, if any; and

(c) a warning that the variability of the used variable parameter could unfavourably affect the actual level of the EIR.

In relation to the warning in point (c), the font size used for the warning should be bigger and figure prominently in the main body of the ESIS in order to attract the consumer's attention.

The warning shall be accompanied by an illustrative example of the EIR, i.e. the scenario of the EIR calculation if the interest rate rises. The illustrative example shall assume that the interest rate will rise at the earliest possible opportunity to the highest level. In case of repealing of the currently applicable statutory provisions in the Republic of Croatia on interest rate cap relating to consumer housing loans, the example shall illustrate the EIR at the highest interest rate in at least 20 years, or where the underlying data for the calculation of the interest rate is available for a period of less than 20 years the longest period for which such data is available, based on the highest value of any external reference rate used in calculating the interest rate, where applicable, or the highest value of a benchmark rate in accordance with the Decision of the European Banking Authority specifying the benchmark rate under Annex II of the Directive 2014/17/EU (EBA DC 145).

The previously stated condition shall not apply to loan agreements where the interest rate is fixed for an initial period of several years and may then be fixed for a further period following negotiation between the credit institution and the consumer; section 4 of the ESIS shall include a warning that the EIR is calculated on the basis of the interest rate applied in the initial period. The warning shall be accompanied by an additional, illustrative EIR calculated in accordance with Article 2, paragraph (9) of this Decision.

Where loans are multi-part loans (e.g. concurrently part fixed rate, part variable rate) the information shall be given for each part of the loan.

3 In the section on 'other components of the EIR' all the other costs contained in the EIR shall be listed, including one-off costs such as administration fees, and regular costs, such as annual administration fees. The credit institution shall list each of the costs by category (costs to be paid on a one-off basis, costs to be paid regularly and included in the instalments or annuities, costs to be paid regularly but not included in the instalments or annuities), indicating their amount, to whom they are to be paid and when, as well as explanations in relation to their possible variability for the duration of the loan agreement. This does not have to include costs incurred for breaches of contractual obligations. Where the amount is not known, the credit institution shall provide an indication of the amount if possible, or if not possible, how the amount will be calculated and specify that the amount provided is indicative only. Where certain costs are not included in the EIR because they are unknown to the credit institution, this shall be highlighted.

Where the consumer has informed the credit institution of one or more components of his preferred loan, such as the duration of the loan agreement and the total amount of the loan, the credit institution shall, where possible, use those components. If a loan agreement provides for different ways of drawdown with different fees or interest rates and the credit institutions uses the

assumptions set out in the Decision on the effective interest rate of the Croatian National Bank, it shall indicate that other drawdown mechanisms for this type of credit agreement may result in a higher EIR. Where the conditions for drawdown are used for calculating the EIR, the credit institution shall highlight the fees associated with other drawdown mechanisms that are not necessarily the ones used in calculating the EIR.

4 Where a fee is payable for the registration of the lien or for the transfer of the right of ownership for the purpose of collateral that shall be disclosed in this section with the amount, where known, or where this is not possible the basis for determining the amount. Where the fees are known and included in the EIR the existence and amount of the fee shall be listed under 'Costs to be paid on a one-off basis'. Where the fees are not known to the creditor and therefore not included in the EIR the existence of the fee shall be clearly mentioned in the list of costs which are not known to the credit institution. In both cases the standardised wording template from section 4 of the ESIS shall be used.

#### Section '5 Frequency and number of payments'

1 Where payments are to be made on a regular basis, the frequency of payments shall be indicated (e.g. monthly). Where the frequency of payments will be irregular, this shall be clearly explained to the consumer.

2 The number of payments indicated shall cover the whole duration of the loan.

#### Section '6 Amount of each instalment'

1 The credit currency and currency of the instalments or annuities shall be clearly indicated.

2 Where the amount of the instalments may change during the life of the loan, the credit institution shall specify the period during which that initial instalment or annuity amount will remain unchanged and when and how frequently afterwards it will change.

3 Where all or part of the credit is an interest-only loan, a statement clearly indicating that fact shall be inserted prominently at the end of this section using the wording template from section 6 of the ESIS which reads: '*Because [this/part of this] is an interest-only loan you will need to make separate arrangements to repay the [insert amount of loan on an interest-only basis] you will owe at the end of the loan life. Remember to add any extra payments you will need to make to the instalment amount shown here.*'

If there is a requirement for the consumer to take out a tied savings product as a condition for being granted an interest-only loan secured by a lien on residential property or by a transfer of ownership on the residential property for the purpose of collateral, the amount and frequency of any payments for this product shall be provided in this section of the ESIS.

4 Where the interest rate is variable the information shall include a statement indicating that fact, using the wording template from section 6 of the ESIS and an illustration of a maximum instalment or annuity amount. The illustration shall show the amount of the instalments or annuities if the interest rate rises to the level of the cap. In case of repealing of the currently applicable statutory provisions in the Republic of Croatia on interest rates, on an actual example linked exclusively to consumer housing loans the worst case scenario shall illustrate the level of instalments or annuities at the highest interest rate in the last 20 years, or where the underlying data for the calculation of the interest rate is available for a period of less than 20 years the longest period for which data is available, based on the highest value of any external reference rate used in calculating the interest rate, where applicable, or the highest value of a benchmark rate in accordance with the Decision of the European Banking Authority specifying the benchmark rate under Annex II of the Directive 214/17/EU (EBA DC 145). The requirement to provide an illustrative example shall not apply to loan agreements where the interest rate is fixed for an initial period of several years and may then be fixed for a further period following negotiation between the credit institution and the consumer.

Where loans are multi-part loans (e.g. concurrently part fixed rate, part variable rate) the information shall be given for each part of the loan, and in total.

5 (Where applicable) Where the loan currency is different from the consumer's national currency or where the loan is indexed to a currency which is different from the consumer's national currency, the credit institution shall include a numerical illustration clearly showing how changes to the relevant exchange rate may affect the amount of the instalments or annuities using the wording template in section 6 of the ESIS. That example shall be based on a 20% reduction in the value of the consumer's national currency together with a prominent statement that the instalments or annuities could increase by more than the amount assumed in that example. Where there is a cap which limits that increase to less than 20 %, the maximum value of the payments in the consumer's currency shall be given instead and the statement on the possibility of further increases omitted.

In addition to the previously mentioned examples the consumer should be given an illustration of the effect of the simultaneous increase in the interest rate, as described in point (4) of this section of the Instructions and the decrease in the national currency of the consumer under the previously described scenario.

6 Where the loan is fully or partly a variable interest rate loan and point (3) applies, the illustration in point (5) shall be given on the basis of the instalment or annuity amount referred to in point (1).

7 Where the currency used for the payment of instalments is different from the loan currency or where the amount of each instalment or annuity expressed in the consumer's national currency depends on the corresponding amount in a different currency, this section shall indicate the date at which the applicable exchange rate is calculated and the exchange rate and the name of the institution publishing the exchange rate. The exchange rate used for the calculation of the repayment will be the mid-point exchange rate of the respective currency published by the Croatian National Bank which is applicable on the date of drawing up the ESIS.

8 Where the loan is a deferred-interest loan under which interest due is not fully repaid by the instalments and is added to the total amount of loan outstanding, there shall be an explanation of: how and when deferred interest is added to the loan as a cash amount; and what the implications are for the consumer in terms of their remaining debt.

#### Section '7 Loan amortisation schedule'

1 This section refers to the obligation of the credit institution to draw up a loan amortisation schedule for all types of loan agreements.

The credit institution shall include the information for the consumer in which cases the consumer is entitled to request a new or altered loan amortisation schedule.

2 Where the interest rate may vary during the lifetime of the loan, the credit institution shall indicate the period during which that initial interest rate will remain unchanged.

3 The information sheet to be included in this section shall contain all the elements laid down in Annex III of this Decision.

#### Section '8 Additional obligations'

1 In this section the credit institution shall refer to obligations such as the obligation to insure the residential property, to purchase life insurance, to have salary paid into an account with the credit institution or to buy any other product or service. For each obligation, the credit institution shall specify towards whom and by when the obligation needs to be fulfilled.

2 The credit institution shall specify the duration of the obligation, e.g. until the end of the loan agreement. The credit institution shall specify for each obligation any costs to be paid by the consumer, which are not included in the EIR.

3 The creditor shall state whether it is compulsory for the consumer to hold any ancillary services to obtain the loan agreement on the stated terms, and if so indicate to the consumer that they may be purchased from a provider of ancillary services of consumer's choice. Where such possibility is conditional on the ancillary services meeting certain minimum characteristics, such characteristics shall be described in this section.

Where the loan agreement is bundled with other products the credit institution shall state the key features of those other products and clearly state whether the consumer has a right to terminate the loan agreement or the bundled products separately, the conditions for and implications of doing so, and, where applicable, of the possible consequences of terminating the ancillary services required in connection with the loan agreement.

#### Section '9 Early repayment'

1 The credit institution shall indicate under what conditions the consumer can repay the loan early, either fully or partially.

2 In the section on early repayment fees the credit institution shall draw the consumer's attention to any early repayment fee or other charges and/or costs payable on early repayment in order to compensate the credit institution and, where applicable, indicate their amount. In cases where the amount of compensation would depend on different factors (e.g. the minimum amount of early repayment, the amount of outstanding interest rate, the period during which the conditions will remain applicable, etc.) the credit institution shall indicate how the compensation will be calculated and provide the maximum amount that the fee might be, or where this is not possible, an illustrative example in order to demonstrate to the consumer the level of compensation under different possible scenarios.

3 Where applicable, the credit institution in the part referring to conditions for early repayment shall inform the consumer that if the consumer concluded a loan agreement with a variable interest rate and where upon receipt of the notification on the increase in interest rate the creditor does not agree with the change, the creditor has the right to fulfil the obligations arising from the agreement without paying any charge to the credit institution, including the agreed fee for early loan repayment. In such a case the credit institution has no right to damages due to early repayment.

#### Section '10 Additional possibilities'

1 Where applicable, the credit institution shall explain the possibility to and conditions for transferring the loan to another credit institution, acquirer or real estate property.

Where applicable, the credit institution shall explain the conditions for the transfer of real estate property to the credit institution or the conditions for the transfer of ownership to the credit institution.

2 (Where applicable) Additional features: Where the product contains any of the features specified in point (5), this section must specify these features and provide a brief explanation of: the circumstances in which the consumer can use the feature; any conditions attached to the feature; if the feature being part of the loan secured by a lien on residential property or transfer of ownership on a residential property means that the consumer loses any statutory or other protections usually associated with the feature; and the firm providing the feature (if not the credit institution).

3 If the feature contains any additional loan, then this section must explain to the consumer: the total amount of the loan (including the loan secured by lien on residential property or transfer of ownership on residential property); whether the additional loan is secured or not; the relevant interest rates; and how this is regulated. Such additional loan amount shall either be included in

the original creditworthiness assessment or, if it is not, this section shall make clear that the availability of the additional amount is dependent on a further creditworthiness assessment of the consumer.

4 If the feature involves a savings vehicle, the relevant interest rates must be explained.

5 The possible additional features are: 'Overpayments/Underpayments' [paying more or less than the instalment ordinarily required by the amortisation structure]; 'Payment holidays' [periods where the consumer is not required to make payments]; 'Borrow back' [ability for the consumer to borrow again funds already drawn down and repaid]; 'Additional borrowing available without further approval'; 'Additional secured or unsecured borrowing' [in accordance with point (3) above]; 'Credit card'; 'Linked current account'; and 'Linked savings account'.

6 The credit institution may include any other features offered by the credit institution as part of the loan agreement not mentioned in previous sections.

#### Section '11 Other rights of the consumer'

1 The credit institution shall clarify the right(s) of the consumer to withdrawal or reflection and where applicable other rights such as, portability (including subrogation) that exist, specify the conditions to which this/these right(s) is subject, the procedure that the consumer will need to follow in order to exercise this/these right(s), inter alia, the address to which the notification of withdrawal shall be sent, and the corresponding fees (where applicable).

2 The right to reflection period or the right of withdrawal for the consumer shall be clearly indicated.

3 In line with Part III, Title III, Section II of the Consumer Protection act, where the transaction is being offered at a distance, the consumer shall be informed of the existence or absence of the right to withdrawal.

#### Section '12 Complaints'

1 This section shall indicate the internal contact point [name of the relevant department] and a means of contacting them to complain [Address] or [Telephone number] or [Contact person:] [Contact details] and a link to the complaints procedure on the relevant page of a website or similar information source.

2 It shall indicate the name of the relevant external body for out-of-court complaints and redress and where using the internal complaint procedure is a precondition for access to that body, indicate that fact using the wording template in section 12 of the ESIS.

3 In the case of credit agreements with a consumer who is resident in another Member State, the creditor shall refer to the existence of FIN-NET ([http://ec.europa.eu/internal\\_market/fin-net/](http://ec.europa.eu/internal_market/fin-net/)).

#### Section '13 Non-compliance with the commitments linked to the loan: consequences for the consumer'

1 Where non-observance of any of the consumer's obligations linked to the loan agreement may have financial or legal consequences for the consumer, the credit institution shall describe in this section the different main cases (e.g. late payments/default, failure to respect the obligations set out in section 8 'Additional obligations') and indicate where further information could be obtained. In addition, the consequences of the cancellation or termination of loan agreements as well as the envisaged order of collateral activation with the information on the right of the credit institution to choose the order of collateral activation in accordance with its own estimate.

2 For each of those cases, the credit institution shall specify, in clear, easy comprehensible terms, the statutory default rate and other possible consequences. References to serious consequences must be highlighted including the possibility of the sale of claims to other creditors.

3 Where real estate property used to secure the loan may be transferred to or from the credit institution, if the consumer does not comply with the obligations, this section shall include a statement indicating that fact, using the wording template from section 13 of the ESIS.

#### Section '14 Additional information'

1 In the case of distance marketing, this section shall include any clause stipulating the law applicable to the loan agreement or the competent court.

2 Where the credit institution intends to communicate with the consumer during the life of the agreement in a language different from the language of the ESIS that fact shall be included and the language of communication named. This is without prejudice to the provisions of Part III, Title III, Section II of the Consumer Protection Act.

3 The credit institution or the credit intermediary shall inform the consumer of the right to be provided with a copy of the draft loan agreement as well as of the same right enjoyed by the co-debtor, guarantor, pledgor, etc. Where applicable, the credit institution or the credit intermediary shall give the consumer a copy of the draft loan agreement together with the ESIS. The credit institution or the credit intermediary shall specify all articles from the general operating conditions pertaining to the loan agreement in question.

#### Section '15 Supervisor'

1 The credit institution and credit intermediary shall indicate the authority competent for the supervision of the pre-contractual stage of lending.

**II INFORMATION SHEET** containing information referred to in Article 3 of the Decision on the content of and the form in which consumers are provided information prior to concluding a deposit agreement

<b>Ord. No.</b>	<b>TYPE OF INFORMATION</b>	
<b>1</b>	<b>Name and surname of the consumer; date of the information sheet</b>	
<b>2</b>	<b>Name (firm) of the credit institution, address, phone number, telefax number, e-mail address, web page</b>	
<b>3</b>	<b>Deposit type and amount (e.g. depending on maturity, purpose and currency)</b>	
<b>4</b>	<b>Where applicable</b>  <b>Currency to which the deposited amount is indexed; the range of exchange rate fluctuations of the relevant currency against the kuna in the last 12 and 36 months</b>	
<b>5</b>	<b>Applicable annual nominal interest rate</b>	
<b>6</b>	<b>Interest calculation method</b>  <b>Where it is possible to choose the interest calculation method, an explanation of the difference between the proportional and the equivalent interest rate (numerical illustration of the difference)</b>	
<b>7</b>	<b>Terms and conditions under which the interest rate may be changed during the agreed period; parameters affecting changes in interest rates; an explanation of the correlation; intervals of monitoring specified parameters before adopting a decision to change the relevant interest rate</b>	
<b>8</b>	<b>Fees and commissions the credit institution charges to depositors, including explanations relating to their variability during the life of the deposit agreement</b>	
<b>9</b>	<b>Effective interest rate reflecting the total return on deposit, calculated</b>	

	<b>in accordance with the regulations of the Croatian National Bank</b>	
<b>10</b>	<b>Minimum amount accepted by the credit institution as deposit:</b>	
<b>11</b>	<b>Where applicable</b>  <b>Possibility as regards the repayment of a time deposit before its maturity date and the consequences thereof</b>	
<b>12</b>	<b>Treatment of deposits after the expiry of the agreed maturity date</b>	
<b>13</b>	<b>Conditions for the management of the deposits of minors</b>	
<b>14</b>	<b>Basic information on deposit insurance</b>	
<b>15</b>	<b>Contact person and telephone number for further information</b>	
<b>16</b>	<b>List of all articles of the General operating conditions which are relevant for the deposit in question</b>	
<b>17</b>	<b>Validity date of the information in the information sheet</b>	



### III INFORMATION SHEET - Loan amortisation schedule with instructions for completion

The loan amortisation schedule will be provided to the consumer on an information sheet containing a header and a table, for the purpose of illustrating the amount the consumer needs to pay and the frequency of the payments and/or repayments. The header shall provide general information on the credit institution and the consumer for whose loan the loan amortisation schedule is issued with main features of the loan, the nominal and effective interest rate and other costs. The effective interest rate specified in the header shall be calculated upon the creation of every loan amortisation schedule.

The data shall be entered in the loan amortisation schedule using right alignment with the exception of the data on the period and date of the cash flow. Data on the amount of the interest rate shall be expressed as a percentage, rounded up to two decimal places. Other figures shall also be entered rounded up to two decimal places. Figures shall be entered in the currency in which the loan is granted, which needs to be highlighted in the title of the column. The table shall end with a line **Total**, after the final payment or repayment in the last period, where the total amount for each column shall be entered, except for columns where descriptions are entered. The loan amortisation schedule shall be completed with the signature of the responsible person.

Date of  
creation:

## LOAN AMORTISATION SCHEDULE

DATA ON THE CREDITOR:	DATA ON THE CONSUMER:
CI/CU name:	Name and surname:
CI/CU address:	Address:
CI/CU contact:	OIB:
DATA ON THE LOAN:	
Loan number:	
Loan currency:	
Loan amount (insert the loan currency if other than the kuna, otherwise leave out this line):	
Loan amount in kuna:	
Total number of instalments or annuities:	
Amount of instalment or annuity (insert the loan currency if other than the kuna, otherwise leave out this line):	
Amount of instalment or annuity in kuna:	
Calculation method:	
Nominal interest rate (insert a note whether the rate is fixed, variable or combined):	
Nominal interest rate 2 (insert a note whether it is fixed or variable if the nominal interest rate is described as a combination of the fixed and variable interest rate):	
Effective interest rate:	

Period	Date of cash flow	Loan drawdown	Other payments	Amount of instalment or annuity	Amount of principal	Amount of interest	Amount of costs included in an instalment or annuity	Principal outstanding after repayment of each instalment or annuity	Description
1	2	3	4	5	6	7	8	9	10
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	dd/mm/yyyy								
	<b>Total:</b>								

Responsible person:

## Instructions to complete the loan amortisation schedule

The loan amortisation schedule shall contain the following columns:

1. **Period** – indicates the ordinal number of the period in which a particular cash flow occurs. Period 0 is the period of the first drawdown (initial date or  $t_0$ ). The last period is the period of the last payment or repayment.
2. **Cash flow date** – indicates the date of a certain payment or repayment.
3. **Loan drawdown** – the amount of the loan, i.e. of the portion of the loan (the amount of drawdown) that needs to be paid out is entered in this column.
4. **Other payments** – other possible disbursements by the credit institution on the basis of the concluded loan agreement shall be entered in this column; this needs to be specified in detail in the column with the description of the transaction.
5. **Amount of instalment or annuity** – it may be in the form of equal instalments or annuities, variable instalments or annuities with equal principal payments, variable instalments or annuities with variable principal payments and in some other form (e.g. the amount of the principal and interest or only interest if the loan is repaid in instalments).
6. **Amount of principal** – the portion of instalment or annuity allocated to the principal that is to be repaid in every period is entered in this column.
7. **Amount of interest** – the portion of instalment allocated to the interest to be paid in every period is recorded in this column, including the interim interest.
8. **Amount of costs included in the instalment or annuity** – the costs for the consumer that the consumer pays based on the concluded loan agreement that are paid as a portion of instalment or annuity are entered in this column.
9. **Principal outstanding after repayment of each instalment or annuity** – this column shall reflect the balance of the loan principal at the end of the repayment period. The amount shall equal the amount of the loan disbursed, reduced by the amount of the principal repaid until that time.
10. **Description** – contains a short description of the payment or repayment within a respective period.

Information is given for each instalment in the first year of payment with a sum for each column at the end of the first year. For the following years, data relating to one year are given as a sum in one line. In that case at the end of the table, after the last payment or repayment a line is given where the total amount is entered for each column, including the sum of amounts at the end of the first year and the sum of amounts at the end of the following years. The total cost of the loan (i.e. the total amount in column **Total costs of the loan**) is clearly highlighted and shown as such.

If the interest rate is subject to reference monitoring periods and if the amount of annuity after each period is unknown, the credit institution may specify in the table of the loan amortisation schedule the same amount of instalment or annuity for the entire life of the loan.

In this case the credit institution shall alert the consumer of this fact through visual differentiation of known and assumed amounts (for example, by using different fonts, bordering or shading). It

shall be explained in plain text for which periods the amounts shown in the schedule may be altered and why.

If the loan is granted in the currency other than the kuna, it is necessary to indicate below the table, in the form of the note, which reference exchange rate was used for payment calculation. Where more than one reference exchange rate is used, the note should stipulate each of the used exchange rates and what for the respective rate was used.

IV INFORMATION SHEET – List of selected types of loans in domestic currency and information included in the information list of the Croatian National Bank

Credit institution: \_\_\_\_\_

Ord. No.	TYPE OF LOAN	SELECTED INFORMATION			
			VARIABLE RATES	FIXED RATES	COMBINED
1	Cash general-purpose loans	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
2	Loans for motor vehicle purchase	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			

3	Education loans	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
4	Mortgage loans	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
5	Loans for house/flat purchase	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
6		Maximum amount (in kuna)			

	Loans for house/flat renovation	Longest maturity (months)				
		Effective interest rate (in percentage, two decimal places)				
		Reference parameter (name and rate, in percentage, two decimal places)				
		Fixed margin (in percentage, two decimal places)				
7	All loans	Early repayment fee for loans concluded before 1 January 2010				
		Early repayment fee for loans concluded after 1 January 2010				

If a credit institution does not offer some of the selected types of loans with a fixed interest rate, the text reading 'NOT OFFERED' shall be entered in the respective boxes.

**Reference parameter** may be one of the following variable parameters: 3M EURIBOR, 6M EURIBOR, 12M EURIBOR, 3M LIBOR, 6M LIBOR, 12M LIBOR, 3M NRS1, 6M NRS1, 12M NRS1, 3M NRS2, 6M NRS2, 12M NRS2, 3M NRS3, 6M NRS3, 12M NRS3, TZ 91 day (yield on MoF T-bills with 91 day maturity), TZ 182 days (yield on MoF T-bills with 182 days maturity), TZ 364 day (yield on MoF T-bills with 364 days maturity) and PKSD (average interest rate on household deposits in the respective currency). In case of combined interest rates only the name of the reference parameter is reported that is used after the expiry of the fixation period, while within the framework of other requirements pertaining to combined interest rates the information is reported for the combination of interest rates for an individual type of loan with the longest period during which the fixed interest rate is applied.

**The maximum amount** indicates the maximum amount of loan in the respective currency and in accordance with the type of interest rate that the credit institution offers for each respective type of loan, also indicating the longest maturity for which the loan amount may be granted.



**The effective interest rate** (including its components, where applicable) refers to the maximum loan amount granted for the period of 20 years for loans for house/flat purchase or loans for house/flat renovation, while for all other types of loans the effective interest rate relates to the maximum loan amount granted for a period of 5 years. If the credit institution has no adequate type of loan on offer for the specified time periods, the effective interest rate shall refer to the period closest to the period here indicated. All costs specified in the CNB methodology which are commonly linked to individual type of loan shall be included in the EIR calculation. The interest rate offered to consumers without client status is used for EIR calculation, while in cases where individual interest rate or cost components are defined as a range the mid-point value is used for EIR calculation.

**Early loan repayment fee** refers to the highest amount charged at the time of the early repayment of the loan irrespective of the type of loan.

**Date of completion:** \_\_\_\_\_

**Responsible person:** \_\_\_\_\_

V INFORMATION SHEET – List of selected types of loans denominated in domestic currency with a foreign currency clause in euro and information included in the information list of the Croatian National Bank

Credit institution: \_\_\_\_\_

Ord. No.	TYPE OF LOAN	SELECTED INFORMATION			
			VARIABLE RATES	FIXED RATES	?
1	Cash non-purpose loans	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
2	Loans for the purchase of motor vehicles	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
3	Education loans	Maximum amount (in kuna)			

		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
4	Mortgage loans	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
5	Loans for house/flat purchase	Maximum amount (in kuna)			
		Longest maturity (months)			
		Effective interest rate (in percentage, two decimal places)			
		Reference parameter (name and rate, in percentage, two decimal places)			
		Fixed margin (in percentage, two decimal places)			
6		Maximum amount (in kuna)			
		Longest maturity (months)			

	Loans for house/flat renovation	Effective interest rate (in percentage, two decimal places)				
		Reference parameter (name and rate, in percentage, two decimal places)				
		Fixed margin (in percentage, two decimal places)				
7	All loans	Early repayment fee for loans concluded before 1 January 2010				
		Early repayment fee for loans concluded after 1 January 2010				

If a credit institution does not offer some of the selected types of loans with a fixed interest rate, the text reading 'NOT OFFERED' shall be entered in the respective boxes.

**Reference parameter** may be one of the following variable parameters: 3M EURIBOR, 6M EURIBOR, 12M EURIBOR, 3M LIBOR, 6M LIBOR, 12M LIBOR, 3M NRS1, 6M NRS1, 12M NRS1, 3M NRS2, 6M NRS2, 12M NRS2, 3M NRS3, 6M NRS3, 12M NRS3, TZ 91 day (yield on MoF T-bills with 91 day maturity), TZ 182 days (yield on MoF T-bills with 182 days maturity), TZ 364 day (yield on MoF T-bills with 364 days maturity) and PKSD (average interest rate on household deposits in the respective currency). In case of combined interest rates only the name of the reference parameter is reported that is used after the expiry of the fixation period, while within the framework of other requirements pertaining to combined interest rates the information is reported for the combination of interest rates for an individual type of loan with the longest period during which the fixed interest rate is applied.

**The maximum amount** indicates the maximum amount of loan in the respective currency and in accordance with the type of interest rate that the credit institution offers for each respective type of loan, also indicating the longest maturity for which the loan amount may be granted.

**The effective interest rate** (including its components, where applicable) refers to the maximum loan amount granted for the period of 20 years for loans for house/flat purchase or loans for house/flat renovation, while for all other types of loans the effective interest rate relates to the maximum loan amount granted for a period of 5 years. If the credit institution has no adequate type of loan on offer for the specified time periods, the effective interest rate shall refer to the period closest to the period here indicated. All costs specified in the CNB methodology which are commonly linked to individual type of loan shall be included in the EIR calculation. The interest rate offered to consumers without client status is used for EIR calculation, while in cases where individual interest rate or cost components are defined as a range the mid-point value is used for EIR calculation.

**Early loan repayment fee** refers to the highest amount charged at the time of the early repayment of the loan irrespective of the type of loan.

**Date of completion:** \_\_\_\_\_

**Responsible person:** \_\_\_\_\_