



NATIONAL BANK OF THE REPUBLIC OF MACEDONIA

Pursuant to Article 48 paragraph 1 item 3 of the Law on the National Bank of the Republic of Macedonia ("Official Gazette of the Republic of Macedonia" no. 158/2010), Article 5 paragraph 6 of the Law on Consumer Protection In Case of Consumer Loan Agreement ("Official Gazette of the Republic of Macedonia" no. 51/2011) and item 16 paragraph 2 of the Decision on the methodology for calculating the annual percentage rate of total costs ("Official Gazette of the Republic of Macedonia" no. 91/2011), the Governor of the National Bank of the Republic of Macedonia adopted the following

INSTRUCTIONS

for amending the Instructions for the format and the contents of the form for pre-contract information on consumer loans ("Official Gazette of the Republic of Macedonia" no. 134/2011)

I. The following amendments shall be made to the Instructions for the format and the contents of the form for pre-contract information on consumer loans ("Official Gazette of the Republic of Macedonia" no. 101/2011):

1. In chapter I item 3, paragraph 2 shall be amended and read:

"The creditor, or credit intermediary, shall not change the contents of column 1 of the form."

New paragraph 4 shall follow paragraph 3, and read:

"Whenever the form columns indicate "if applicable", the creditor or credit intermediary must:

- fill in such field if aware of the information and if it is relevant for this credit,
- explain that the information is relevant for this credit, but they are not aware of such information, or
- explain that the information is not applicable to this credit or delete the entire row that indicates such information."

2. Item 4 shall be amended and read:

"Creditor or credit intermediary shall, in their internal acts, regulate the manner of providing evidence proving that they submitted the form."

II. Annex 1, which is an integral part of the Instructions for the format and the contents of the form for pre-contract information on consumer loans shall be replaced by a new Annex 1.

III. These Instructions shall enter into force and start being implemented on the date of their publication in the "Official Gazette of the Republic of Macedonia".

I no. 7791
30.09.2011
Skopje

Dimitar Bogov
Governor

**FORM FOR
PRE-CONTRACT INFORMATION (DATA) ON CONSUMER LOANS**

1. Data on creditor/credit intermediary

DATA ON CREDITOR	
Column 1	Column 2
1. Name of creditor	
2. Address (address of the creditor to be used by the borrower)	
3. Telephone number*	
4. E-mail address*	
5. Fax number*	
6. Web address*	
DATA ON CREDIT INTERMEDIARY (if applicable)	
7. Name and surname, or name of credit intermediary	
8. Address (address of the credit intermediary or to be used by the borrower)	
9. Telephone number*	
10. E-mail address*	
11. Fax number*	
12. Web address*	

* This information is optional for the creditor/credit intermediary.

2. Data on credit product

Column 1	Column 2
13. Type of credit	<i>(Provide details of the type of credit)</i>
14. Total amount of credit, including: - Currency in which the principle is expressed or tied to,	<i>(Express the amount either as a sum of money or in words, where the amount depends on another variable)</i> <i>Denars/Euro/US Dollar/ in Denar equivalent of Euro or other currency</i>

	<ul style="list-style-type: none"> - Total amount in Denars, for Denar credits, - Total amount in foreign currency, for foreign currency credits - Total amount in Denars equivalent of foreign currency, for credits with FX clause - Exchange rate to be used for credit drawdown (if applicable) - Exchange rate to be used for credit repayment (if applicable). Indicate the exchange rate as of the date of drawing up the form . The exchange rate used per installment, in case of annuity credit repayment, may vary 	<p><i>Specify the amount in Denars</i></p> <p><i>Specify the amount in foreign currency</i></p> <p><i>Specify the amount in Denars and amount in foreign currency</i></p> <p>_____ (type of exchange rate) as of the date of drawing up the form: _____</p> <p>_____ (type of exchange rate) as of the date of drawing up the form: _____)</p> <p><i>The creditor/credit intermediary may delete any information not applicable for the credit</i></p>
15.	Terms of credit drawdown (how and when credit would be provided)	<i>(Provide details of how and when credit is to be drawn down)</i>
16.	Duration of credit agreement	<i>(Specify the period of credit agreement or indicate that the agreement has no duration)</i>
17.	Amount of each payment and, where applicable for the type of credit – number and frequency of repayments or order of repayment	<i>(Illustrate by means of a representative example for the amount or % of each payment, and where applicable for the type of credit, the number and frequency of repayments or order of payments payable by the borrower, for both the amount borrowed and for the interest and other costs)</i>
18.	Details of a commodity or service and its cash price, in case of deferred payment credit for certain commodities or services and related	<i>(Provide details of a commodity/service) (Specify the cash price)</i>

	credit agreements (if applicable)	
19.	<p>Guarantees for the credit , if applicable</p> <p>(details of the security to be provided by the borrower in relation to the consumer loan agreement)</p>	<p><i>(Provide details of any security required by the creditor/credit intermediary and terms for accepting such security)</i></p> <p><i>(If no such security is required, specify that this information is not applicable / delete the row)</i></p>
20.	<p>Requirement for entering into ancillary service agreement in order to obtain the credit or to obtain it on the terms and conditions marketed</p>	<p><i>(Specify the type and details of ancillary service agreements required for credit approval)</i></p> <p><i>(If no such ancillary services are required, specify that this information is not applicable / delete the row)</i></p>
21.	<p>Special account for recording both payment transactions and drawdowns, if applicable</p>	<p><i>(Specify whether it is required to open a special account for recording both payment transactions and drawdowns. If not, clearly specify that this information is not applicable /delete the row)</i></p>

3. Data on credit costs

	Column 1	Column 2
22.	<p>Borrowing rate</p> <p>Creditor/credit intermediary shall inform the borrower on the type of borrowing rate and explain what it implies, including the periods, conditions and procedure for varying the borrowing rate</p>	<p><i>(Provide details of the borrowing rate, as follows:</i></p> <ul style="list-style-type: none"> <i>– For fixed interest rate, specify that the rate is fixed</i> <i>– For variable interest rate, specify the index or key interest rate underlying the borrowing rate, periods, conditions and procedure for varying the variable borrowing rate, including the margin charged by the creditor/credit intermediary and periods, conditions and procedure for varying such rate. If different borrowing rates apply in</i>

	<p>Creditor/credit intermediary shall inform the borrower whether borrower's consent is required for varying the borrowing rate</p> <p>If different borrowing rates apply in different periods, details are provided of the above information in respect of all applicable rates</p>	<p><i>different circumstances, explain the procedure for varying such rate is given.)</i></p> <p>Borrower's consent (<i>is required / is not required</i>) for varying the borrowing rate charged by the creditor/credit intermediary</p>
23.	<p>Contractual interest rates (expressed in % p.a.)</p> <p>If different borrowing rates apply in different periods, details are provided of the above information in respect of all applicable rates</p>	<p><i>(Specify the contractual interest rate expressed in % p.a.)</i></p> <p><i>(If applicable, specify each index or key interest rate applicable to the initial borrowing rate and/or to the margin charged by the creditor/credit intermediary)</i></p>
24.	<p>Annual Percentage Rate of Total Costs (APR) expressed as a % p.a., through a representative example.</p> <p>When calculating the APR, the creditor shall not include APR not known, but clearly state it.</p> <p>The total amount payable by the borrower (sum of the total amount of credit and the total charges for credit, i.e. total amount of charges, including interest, fees and other charges payable by the borrower at the credit approval and regular credit repayment known to the creditor, except for notarial costs, including charges for ancillary services related to credit agreement, provided that ancillary services are required in order to obtain the credit or to obtain it on the terms and conditions marketed and if known to the creditor)</p>	<p><i>(Provide APR and total amount payable by the borrower)</i></p> <p><i>(Provide a representative example using the relevant APR assumptions set out in Article 20 of the Law on Consumer Protection In Case of Consumer Loan)</i></p> <p><i>(Clearly separate and state costs not known to the creditor/credit intermediary, and not included in APR and the total amount payable by the borrower)</i></p>

<p>25.</p>	<p>Costs for concluding ancillary service agreement related to consumer loan agreement (such as insurance policy), if the purchase of such policy is required in order to obtain the credit or to obtain it on the terms and conditions marketed, if applicable</p> <p>If the creditor/credit intermediary does not know the costs of these services, it shall be clearly indicated</p> <p>Creditor/credit intermediary shall state if these costs are included in the APR.</p>	<p><i>(Specify costs for concluding ancillary service agreement related to consumer loan agreement required to obtain the credit.</i></p> <p><i>If the exact amount of costs is not known, clearly specify that the costs are not known, but required to be paid)</i></p> <p><i>(If there is no obligation to pay such costs, clearly specify that this information is not applicable / delete the row)</i></p>
<p>26.</p>	<p>Costs for running an account or accounts for recording payment transactions and drawdowns of the credit, if applicable.</p> <p>If the creditor/credit intermediary does not know the costs of these services, it shall be clearly indicated</p> <p>Creditor/credit intermediary shall state if these costs are included in the APR.</p>	<p><i>(Provide the amount of the costs for running accounts.</i></p> <p><i>If the exact amount of costs is not known, clearly specify that the costs are not known, but required to be paid)</i></p> <p><i>(If there is no obligation to pay such costs, clearly specify that this information is not applicable / delete the row)</i></p>
<p>27.</p>	<p>Notarial costs charged to the borrower when entering into agreement, if applicable.</p> <p>If the creditor/credit intermediary does not know the costs of these services, it shall be clearly indicated</p> <p>These costs shall not be included in the APR.</p>	<p><i>(Provide description and amount of notarial fee.</i></p> <p><i>If the exact amount of costs is not known, clearly specify that the costs are not known, but required to be paid)</i></p> <p><i>(If there is no obligation to pay such costs, clearly specify that this information is not applicable / delete the row)</i></p>
<p>28.</p>	<p>Other costs arising from consumer loan agreement and conditions under which the costs can be changed, if applicable.</p>	<p><i>(Provide description and amount of other costs and conditions under which any of the costs can be changed).</i></p>

	<p>If the creditor/credit intermediary does not know the costs of these services, it shall be clearly indicated</p> <p>Creditor/credit intermediary shall state if these costs are included in the APR.</p>	<p><i>If the exact amount of costs is not known, clearly specify that the costs are not known, but required to be paid)</i></p> <p><i>(If there is no obligation to pay such costs, clearly specify that this information is not applicable / delete the row)</i></p>
29.	<p>Interest rate in case of late payments, expressed in % p.a., conditions under which the interest rate can be changed</p> <p>Warning about the consequences of missing payments</p>	<p><i>(For missing a payment date / late payment you will be charged: _____</i></p> <p><i>Provide the default rate, conditions under which it can be changed and if applicable, costs in case of default</i></p> <p><i>List the consequences of missing payments, including:</i></p> <ul style="list-style-type: none"> <i>– legal proceedings for claim collection</i> <i>– warning that missing payments could make it more difficult to obtain new credit...)</i>

4. Other

30.	<p>Right of withdrawal from the consumer loan agreement within a specific period</p>	<p><i>(Specify the right of the borrower to withdraw from the consumer loan agreement and the time period within which they can withdraw from such agreement)</i></p>
31.	<p>Right of early repayment, in full or in part. The creditor/credit intermediary shall inform you on the compensation payable by you as a borrower and the calculation method</p>	<p><i>(Specify the amount or percentage of compensation and the calculation method)</i></p>
32.	<p>Termination of the consumer loan agreement</p> <p>(The creditor/credit intermediary shall inform you on the right, procedure and conditions for</p>	<p><i>(Specify the right, procedure and conditions for terminating the consumer loan agreement)</i></p>

	terminating the consumer loan agreement)	
33.	<u>You have the right</u> , to be immediately and without charge informed by the creditor/credit intermediary if they reject your consumer loan application on the basis of a consultation with databases, and to be informed on such data and on the manner of obtaining such data. These data could be disclosed in any event, unless forbidden by law.	
34.	Right to a copy of the draft consumer loan agreement free of charge You have the right, upon request, to obtain a copy of the draft consumer loan agreement free of charge, unless the creditor/credit intermediary is unwilling at the time of the request to proceed to the conclusion of the consumer loan agreement	
35.	The period of time during which the creditor/credit intermediary is bound by the pre-contract information, if applicable	<i>(If applicable, specify the period or exact dates during which creditor/ credit intermediary is bound by the pre-contract information indicated in this form</i> <i>If not applicable, creditor/credit intermediary may specify that data and information indicated in the form are changeable, for example, on the basis of analyses of borrower creditworthiness...)</i>

Form submission date: _____