

# Obvion's preliminary offer

For Mr H. Deems and Ms M. Janssen

Let op: dit document bevat een vertaling van een voorbeeld van een voorbeeldofferte van de Obvion Woon Hypotheek. Dit voorbeeld dateert van 10 februari 2020. De vertaling is bedoeld als hulpmiddel voor u als adviseur. Het is niet toegestaan dat u deze vertaling aan de klant verstrekt. Ook al is dit voorbeeld van de voorbeeldofferte met de uiterste zorg vertaald, bevatten deze mogelijk inconsistenties in relatie tot de Nederlandse versie. Enkel aan de Nederlandse versie kunnen, indien dat van toepassing is verklaard, rechten worden ontleend.

This is a translation of the original Dutch text. This translation is furnished for the Advisers convenience only. This translation is not suitable for consumers and is not legally binding. The original Dutch text will be binding and shall prevail in case of any variance between the Dutch text and the English translation.

**Preliminary offer for**

Mr H. Deems  
Ms M. Janssen  
Podium 23  
9040 GHENT

**Your adviser**

Obvion Test Office  
Groenewege  
Podium 1117  
3826 PA AMERSFOORT  
xxxxxx@stater.nl

**Your lender**

Obvion  
Podium 16  
3826 PA AMERSFOORT

**Date of the preliminary offer**

10 February 2020

**Loan number**

620.110

**Valid until**

12 May 2020

SAMPLE

**Dear Mr Deems and Ms Janssen,**

You intend to take out an Obvion Woon Hypotheek mortgage loan. We have prepared a preliminary offer for you, detailing the proposal that you discussed with your adviser. This preliminary offer does not constitute an offer from Obvion; it merely provides information on our pricing and conditions which may be applicable to you.

**What do we ask from you?**

Read this preliminary offer carefully to check whether your details and wishes are correct. If you approve of this preliminary offer, we request that you do as follows:

- Collect the documents that we need. Which documents we need can be found in the section on 'Documents'.
- Sign the documents where requested to do so.
- Ensure that we have received the signed documents and appendices within 6 weeks of signing this preliminary offer.

**What happens next?**

When we have received all documents and appendices on time, we will assess your application and credit standing. After a positive appraisal, we will send you a binding offer.

**Terms**

A number of terms in this preliminary offer may require additional clarification. Obvion has therefore provided explanations in a list of terms. The list of terms can be found on [obvion.nl/begrippenlijst](http://obvion.nl/begrippenlijst).

**Any questions?**

If so, please contact your adviser at Obvion Test Office Groenewege. You can contact your adviser by telephone on +31 (0)122 6111 212. Alternatively, you can send an email to [xxxxxx@stater.nl](mailto:xxxxxx@stater.nl).

Kind regards,

Obvion N.V.

Carlo van Kemenade  
CEO

# 1. The structure of your mortgage

## Your lender

Obvion is the mortgage lender. Obvion N.V. has its registered office in Eindhoven and its principal place of business in Heerlen. In this binding offer, 'Obvion' refers to 'Obvion N.V.'

## Your details

Mr H. Deems  
Podium 23  
9040 GENT

Ms M. Janssen  
Podium 23  
9040 GENT

## Your Obvion woon hypotheek mortgage loan

Below is a summary of your Obvion Woon Hypotheek mortgage loan. Obvion has based this preliminary offer on the information in your application. These subjects are covered in greater detail elsewhere in this offer.

The amount that you wish to borrow together	EUR 310,000.00
• The amount that you wish to deposit yourself	EUR 50,000.00
• For this loan, the National Mortgage Guarantee (NHG) applies up to an amount of	EUR 50,000.00
• You plan to renovate your home	EUR 30,000.00
• The amount reserved for your renovation in the construction account	
The total gross monthly charge for the fixed interest period in this binding offer	EUR 1,221.19

## Your construction fund account

Obvion will open a construction account for you. We will deposit the amount needed for the renovation of your home in this construction account. Once we have received the invoices for your building work, we will pay the money from the construction account. These invoices must tally with the renovation specification from the valuation report. The progress of the works may be subject to inspection. Your construction account has a maximum duration of 2 years.

## How do we determine the interest rates?

Although we have not yet made you a binding offer to enter into a loan agreement, we do wish to provide you with as much clarity as possible on the interest rates for which you have applied. Below are the applicable rules on determining the interest rates.

1. This preliminary offer sets out the interest rates that you will pay for each loan portion in the first fixed interest period.
2. The interest rates in this preliminary offer are determined by the interest rates applied by Obvion on the preliminary offer date and the corresponding interest rate classes. At the start of a new fixed interest period, new interest rates and interest rate classes may apply in your case.
3. During the validity period of 3 months from the signing of the preliminary offer, you may only submit one application for the same collateral.

4. You may inform us of any changes up to six weeks after the date of the preliminary offer, unless we issue a binding offer before that time. You may not inform us of any changes from the date of the binding offer. We will continue to apply the interest rates used in the first preliminary offer. Changes in the preliminary offer also include increases. New changes are again possible if the loan agreement has been concluded and the money has been paid out.
5. We will maintain these interest rates for you until a maximum of 3 months from the signing of the preliminary offer, provided that you supply us with the requested information within 6 weeks of signing the preliminary offer.

Please note: the interest rates in this preliminary offer are based on information about the home, among other things. If any part of this information is incorrect or changes (for instance, in the valuation report), the interest rates in this preliminary offer may also change.

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## 2. Securities for your mortgage

### What rights do you give to Obvion?

You give Obvion the mortgage right to your home as security for the repayment of your loan. We may also ask you to establish a right of pledge in favour of Obvion; for instance, in respect of unit-linked policies or savings accounts.

Below is a summary of all the types of security that Obvion asks from you.

You give Obvion the right of first mortgage on the residence at Podium 23, 3826 PA AMERSFOORT in the amount of	EUR 310,000.00
The market value of this home is taken to be	EUR 310,000.00

- You pledge the rights under the term life insurance policy with Nationale Nederlanden under policy no. 896313 in the sum of EUR 50,000.00
- You pledge the rights in the construction account in the sum of EUR 30,000.00

### National Mortgage Guarantee

You have concluded a mortgage loan with a National Mortgage Guarantee. A guarantee under this programme reduces your financial risks. If the proceeds from the forced or voluntary sale of your home are insufficient to repay your mortgage, the foundation behind the government-backed mortgage guarantee (Stichting Waarborgfonds Eigen Woningen) will pay the residual debt to Obvion, provided that the conditions are met. This guarantee prevents a situation in which you are left with a debt, while Obvion can be sure that it will be repaid a large portion of the loan. For more information on the National Mortgage Guarantee as well as the Conditions and Standards, please see the NHG website ([nhg.nl](http://nhg.nl)).

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## 3. Your loan portions in detail

To assess your application, we look at the tax-related information which we receive from your adviser. Your adviser is responsible for taking stock of your tax position. We do not check this

information any further.

Your loan consists of multiple loan portions. Below, we show the various portions of your loan, how you will repay the loan and what tax-related information we have received.

### **LOAN PORTION 620.110.101**

You pay the same amount each month for this portion of the loan. At the outset, your payment will primarily involve interest, but you will repay more as time goes on. You will have repaid this loan portion in full on the maturity date.

#### **Annuity mortgage**

• Amount of this loan portion	EUR 50,000.00
• Duration of this loan portion	30 years
• Number of monthly payments	360
• End date	1 June 2050
• Nominal interest rate	1.10%
• Annual percentage rate of charge	1.184%
• Fixed interest period	10 years
• Interest rate reset date	1 May 2030
• Monthly payment during this fixed interest period (interest + capital)	EUR 163.13
• National Mortgage Guarantee	Yes

#### **Tax-related information for this loan portion**

Your adviser has indicated that this loan portion belongs in box 1 of the tax return and that the tax regime for this loan portion is applicable from 1 January 2013.

Your adviser has not indicated an end date for the mortgage interest relief on this loan portion.

### **LOAN PORTION 620.110.102**

For this portion of the loan, you pay a monthly amount comprising interest and repayment which reduces over time. Because you repay each month, the amount of interest that you have to pay will decrease. You will have repaid this loan portion in full on the maturity date.

#### **Linear mortgage**

• Amount of this loan portion	EUR 260,000.00
• Duration of this loan portion	30 years
• Number of monthly payments	360
• End date	1 June 2050
• Nominal interest rate	1.55%
• Annual percentage rate of charge	1.643%
• Fixed interest period	10 years
• Interest rate reset date	1 May 2030
• Monthly payment during this fixed interest period (interest + capital)	EUR 1,058.06
• National Mortgage Guarantee	No

#### **The interest rate for this loan portion**

- If your loan amount is higher than 100% of the market value, your interest rate for this loan

portion will be 1.90%.

- If your loan amount is lower than or equal to 100% of the market value, your interest rate for this loan portion will be 1.55%.
- If your loan amount is lower than or equal to 90% of the market value, your interest rate for this loan portion will be 1.40%.
- If your loan amount is lower than or equal to 80% of the market value, your interest rate for this loan portion will be 1.30%.
- If your loan amount is lower than or equal to 60% of the market value, your interest rate for this loan portion will be 1.15%.

These interest rate classes and interest rates apply for the duration of the fixed interest period that you have chosen for this loan portion. After this fixed interest period, these interest rate classes and interest rates may be subject to change.

The ratio between the loan and the market value in this binding offer is 100.00 % (after rounding).

#### **Tax-related information for this loan portion**

Your adviser has indicated that this loan portion belongs in box 1 of the tax return and that the tax regime for this loan portion is applicable from 1 January 2013.

Your adviser has not indicated an end date for the mortgage interest relief on this loan portion.

#### **Take a look at our website**

For more information on our interest rates, please see our website: [obvion.nl/hypotheekrente](http://obvion.nl/hypotheekrente).

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## **4. Costs associated with your mortgage**

One-off charges

National Mortgage Guarantee Security Provision

EUR 350.00

Recurring charges

Premiums for insurance cover that we make compulsory.

#### **Early repayment of your loan**

You may always repay your loan earlier than we have agreed. In some cases, you will have to pay a fee for making an early repayment. If you would like to know whether it is a good idea to repay early, please contact your adviser, who will consider the different options in your situation and make a recommendation.

#### **Table of fees relating to the binding offer 620.110**

This table sets out the total costs of your loan. Some information is not known for the entire duration. However, this information will affect the overall costs. As a result, it is not possible in advance to give an exact indication of the overall costs for the entire duration. Small rounding differences may also occur.

This table gives an indication of the overall costs, allowing you to compare them with other offers. The amounts stated are based on the following assumptions:

- The interest rate in the preliminary offer applies for the entire duration of the loan, with a maximum of 360 months.
- We will charge you for any one-off costs. Examples include the National Mortgage Guarantee Security Provision, fees for a bank or other guarantee, early payment interest or administration costs.
- No changes will take place during the term of the mortgage; for instance, additional repayments.
- We have not taken account of any tax-related aspects or fees that you pay to third parties; for instance, legal and survey fees.
- All amounts are shown gross.
- To determine the overall costs, all loan portions have been added together in the preliminary offer.
- The premium for any term life or loan repayment insurance is not included in the total price stated below. Please refer to the offer of the respective insurance company for the price of these products.

#### Total amount of your Obvion woon hypotheek mortgage

Loan portion: 101	
• Interest charges	EUR 8,725.58
• Principal sum to be repaid	EUR 50,000.00
Loan portion: 102	
• Interest charges	EUR 60,617.92
• Principal sum to be repaid	EUR 260,000.00
One-off charges	
National Mortgage Guarantee Security Provision	EUR 350.00
Total amount <sup>1</sup>	EUR 379,693.50

#### Important

This summary was prepared with the utmost of care based on the information known while making the preliminary offer. No rights may be derived from this statement.

You may only derive rights from the binding offer accepted by you and the corresponding conditions.

<sup>1</sup> The total amount may vary from the sum of the amounts set out here due to rounding differences.

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## 5. Other matters

### What conditions apply if we wish to enter into a loan agreement with you?

After a positive assessment, if we make you a binding offer, you will simultaneously receive

a full statement of the conditions and obligations that apply to you. If you would like an impression of the conditions that Obvion requires for a loan agreement, please see the General Terms and Conditions for the Obvion Woon Hypotheek (version dated September 2019) on [obvion.nl](http://obvion.nl).

### **How we treat your personal data**

For more information on this matter, see the privacy statement summary that accompanies this preliminary offer. The full version of the privacy statement can be found on [obvion.nl/privacy](http://obvion.nl/privacy).

### **Combatting fraud**

Among other parties, Obvion obtains information from and checks whether you are registered with:

Mortgage Fraud Prevention Foundation (SFH)

External Referral Application System (EVA)

Internal Referral Application System (IVA)

If you commit or attempt to commit fraud, in any form whatsoever, alone or in collusion with others, your data will be recorded in the aforementioned systems as a personal data registration. These data are also used for the benefit of third parties.

### **Reliability checks**

Obvion is keen on getting to know you as a customer so we can offer you products and services that are in line with your needs. By law, Obvion is required to conduct checks into its customers pursuant to the Dutch Financial Supervision Act (Wet op het financieel toezicht), the Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van witwassen en financieren van terrorisme), as well as sanctions legislation). For this reason, Obvion only engages in business with customers whom it knows and who do not entail any unacceptable risks relating to integrity.

### **Payment and credit history checks**

Obvion conducts checks into payment arrears and credit; for instance, with the Dutch National Credit Register (Bureau Krediet Registratie, BKR). For example, if it is found that you have a payment arrears or had one in the past, it may be cause for Obvion to decide against making you a binding offer.

Should the need arise, Obvion is also required to record any payment arrears with BKR.

During the term of the loan, Obvion may perform a check with BKR if you ask for an amendment to your loan; for instance, if there are changes. Obvion may also request a CKI check or score from BKR for the purposes of managing our mortgage portfolio.

### **Other registrations**

Obvion also performs checks of other registers available; for instance, the Chamber of Commerce. If there is due cause, Obvion may enter information in these registers as well.

### **Employment relationship**

If you send the requested information to Obvion, you also consent to Obvion checking your stated employment relationship. The check will be made with your employer(s) and other

benefit providers, such as the Employee Insurance Agency (UWV).

### **Important**

It is not possible to conclude a loan agreement with Obvion in any other currency than the euro. Similarly, an existing loan agreement cannot be converted to any other currency than the euro.

### **What is an exchange rate risk?**

If you receive your income in another currency or if your wealth that you wish to use in order to make payments is in a currency other than the euro, you will be exposed to exchange rate risk. A possible consequence is that you will have to pay more if the value of the currency of your income falls against the euro. The reason is not that the monthly amount in euro changes but that you will have to spend a larger part of your income to pay this monthly amount.

### **Mortgage interest tax relief**

To qualify for mortgage interest tax relief, your loan must meet certain conditions. Since 1 January 2013, an annuity repayment schedule of a maximum of 360 months must generally be followed as a minimum. Exceptions apply to loans taken out before 1 January 2013.

If you renew your mortgage, have it updated or if you move home, the loan must follow the original repayment schedule in order to qualify for the right to mortgage interest tax relief. When renewing or updating your mortgage, it is therefore important to check the pattern of the repayment schedule so as to avoid a situation in which your new loan no longer meets the tax conditions and you lose the mortgage interest tax relief. Ask your adviser, your tax adviser or the Tax and Customs Administration for more information.

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## **6. Documents**

In order to make a final assessment of your application, we require the following documents. Please send us the documents which we have not yet received as soon as possible, but no later than 6 weeks after the date of this preliminary offer.

### **What do we still need to receive?**

- Details of the civil-law notary
- Fully completed and signed provisional form 'SEPA mandate for direct debit' covering the loan
- A copy of a valid form of ID for H. Deems
- A copy of a valid form of ID for M. Janssen
- A recent (electronically completed) NHG employer's statement for H. Deems, signed by the employer and not older than 3 months at the time of issuing the binding offer
- A recent payslip of H. Deems, not older than 3 months at the time of issuing the binding offer
- A recent valuation report validated by a validation institute participating in the Dutch Register of Real Estate Valuers (NRVT), with values before and after renovation work relating to Podium 23, 3826 PA AMERSFOORT
- A copy of the signed agreement of sale and/or title deeds relating to Podium 23, 3826 PA AMERSFOORT

- An itemised financing plan
- A signed copy of the provisional declaration of pledge and creditor beneficial entitlement of the term life insurance policy connected to the loan (can be downloaded from the Adviser's Portal; important in the case of a pledge made partly in cash)
- The acceptance declaration from the term life insurance policy connected to the loan
- A written declaration of the source of the own funds, such as savings, loans or gifts; please note: in the case of a loan and/or gift, provide the declaration together with the loan agreement and/or gift instrument
- A written declaration stating whether H. Deems has single or dual nationality; in the case of dual nationality, please specify them
- A written declaration stating whether M. Janssen has single or dual nationality; in the case of dual nationality, please specify them

### **Resolutive conditions**

If the purchase agreement concluded by you states the date by which you can terminate the agreement, it is known as a resolutive condition. In such case, ensure that we have received all documents well before this date.

Alternatively, you can file your complaint with the civil courts.

Heerlen, 10 February 2020

Obvion N.V.

Carlo van Kemenade  
CEO

### **Appendices to your preliminary offer**

#### **Provisional SEPA mandate**

##### **Provisional SEPA mandates for direct debit of amounts payable**

If we concluded a loan agreement with you, Obvion will collect the total payable monthly instalment at the end of each month from your bank account. Enclosed is a provisional SEPA mandate for you to sign. Of course, Obvion will only use it if a loan agreement is concluded with you.

Please complete this provisional SEPA mandate in full and sign it.

If you wish to pay the amounts relating to the mortgage loan from more than one bank account, please complete a separate provisional mandate for the other bank account. Please ensure that the percentages on both forms add up to 100%.

We look forward to receiving the fully completed form(s) together with the declaration and other documents.

If a loan agreement is concluded with you, we will send a confirmation of these mandates and a notification of the amounts that we intend to collect at least fourteen days before the first debit.

### Provisional SEPA mandate

Mortgage number: 620.110  
In the names of: Mr H. Deems and Ms M. Janssen  
Address: Podium 23  
Postcode & place 9040 Ghent

**Provisional mandate for the payable amount related to loan 620.110. This mandate is provisional, which means that Obvion may not use this mandate if no loan agreement is concluded.**

By signing this form:

- You give Obvion permission to send standing direct debit instructions to your bank for the payment of the amounts payable for the above loan, under the suspensive provision that a loan agreement is concluded between you and Obvion, Podium 16, 3826 PA AMERSFOORT, the Netherlands, creditor ID NL63ZZZ140547330000.
- You give your bank standing permission to debit your account with the amounts payable for the above loan in accordance with the instructions of Obvion, under the suspensive provision that a loan agreement is concluded between you and Obvion

If you do not agree with this debit transaction, you can arrange for it to be refunded. Contact your bank within 8 weeks to do so. Ask your bank about the conditions.

IBAN:  
In the name of:  
Account holder name 1:  
Account holder name 2:

Place: .....

Date: .....

Signature: Account holder 1

Signature: Account holder 2

If the amounts payable for the loan are to be debited from different bank accounts, please complete a mandate for each account. Make sure that the percentages of the two bank accounts add up to 100%.

**Please send the fully completed and signed mandate to Obvion with a copy of a valid form of ID (you may render the photo and citizen service number illegible).**

## **Provisional declaration of pledge of term life insurance policy**

Please sign this instrument of pledge. We ask you to do so in order to ensure that we have all the required documents in our possession if we decide to make you a binding offer following a positive assessment of your information and credit standing.

### **Declaration of pledge and nomination of a beneficiary**

#### **The undersigned**

1. Mr H. Deems, Ms M. Janssen  
residing at: Podium 23, 3826 PA AMERSFOORT,  
hereinafter referred to as: 'the policyholder'

and

2. Obvion N.V.,  
with its registered office in Eindhoven,  
hereinafter referred to as: 'Obvion',  
represented in this matter by Carlo van Kemenade, CEO

#### **Whereas**

- The policyholder has taken out, has applied for or will take out a term life insurance policy with Nationale Nederlanden
- The policyholder has taken out, has applied for or will take out a term life insurance policy with ..... under number 896313 on the life of Mr H. Deems for an insured sum of at least € 50,000.00, and has taken out, has applied for or will take out a term life insurance policy on the life of Ms M. Janssen for an insured sum of at least € 50,000.00
- The policyholder has requested a preliminary offer with the aforementioned mortgage number for a mortgage loan to be concluded with Obvion
- Obvion may send the policyholder a binding offer following a positive assessment of all information and the credit standing of the policyholder; if the policyholder accepts this binding offer and a loan agreement is concluded, the policyholder commits themselves as joint and several debtor to Obvion under the terms of the mortgage loan agreement.

#### **Have agreed the following**

1. The policyholder pledges all rights and entitlements to Obvion, including the right to surrender, pawn, convert to paid-up status and nominate a beneficiary or change an existing beneficiary. This pledge is to provide security for everything that the policyholder owes Obvion under the terms of the mortgage loan. Obvion accepts the pledge. The policyholder can or will derive the aforementioned rights from the term life insurance agreement stated above. All rights ensuing from or connected with any occupational disability insurance are explicitly excluded from this pledge.
2. Obvion nominates itself as the primary beneficiary of the term life insurance policy. Obvion is authorised to do so up to a maximum of everything that the policyholder owes or will owe under the terms of the mortgage loan. Obvion accepts this nomination as beneficiary.
3. The policyholder declares that they are authorised to make this pledge and that their rights or claims ensuing from the insurance policy are not impaired rights.

4. Contrary to the nomination of Obvion as beneficiary, any beneficiary nominated by the policyholder will remain in force, provided that the beneficiary in question has granted the insurance company a power of attorney in order to make the payment to Obvion. This power is to settle everything that is or will be owed to Obvion under the terms of the mortgage loan deed with the aforementioned mortgage number.
5. Where appropriate on behalf of the policyholder(s) and where applicable on behalf of the beneficiary who is a co-signatory to this deed, Obvion is authorised to request information in writing or in any other way about this pledge and the further contents of this deed. Obvion will do so if it is desirable or necessary and in its own interests so the insurance company can ensure that the legally valid nomination of Obvion as primary beneficiary, as main beneficiary, can be endorsed on the policy document.
6. Once the debt has been paid in full to Obvion, Obvion will relinquish its rights that ensue from the pledging of the term life insurance policy stated above. Obvion will inform the insurance company of this fact.
7. This pledging and nomination as beneficiary take place in accordance with the General Terms and Conditions which are applicable to the mortgage loan.

**The policyholders**

Place: .....

Date: .....

Signature: Mr H. Deems

Signature: Ms M. Janssen

Obvion N.V.

Carlo van Kemenade  
CEO

If the beneficiary is any party other than Obvion and the beneficiary has accepted the nomination as beneficiary, this beneficiary will also have to co-sign the instrument of pledge in order to demonstrate that they agree with the change of beneficiary in favour of Obvion.

The beneficiary: .....

agrees to the change of beneficiary in the favour of Obvion, under the suspensive provision that a mortgage loan agreement is concluded between Obvion and the policyholder, and hereby irrevocably grants Obvion – insofar as necessary – a power of attorney to receive the benefit as well as to use the received benefit in order to settle everything owed by the borrower to Obvion.

Place: .....

Date: .....

Signature beneficiary

## Payment instruction

The undersigned, the beneficiary/beneficiaries of the death benefit

Name:

Initials:

Date of birth:

And (where applicable)

Name:

Initials:

Date of birth:

Hereinafter referred to as 'the beneficiary/beneficiaries'

Hereby give a mandate and a power of attorney to

hereinafter referred to as 'the insurer',

In order to use the death benefit payable to them from the insurance policy concluded with the insurer under policy number 896313 for the repayment of everything that is owed to Obvion by the borrower now or at any other time.

The beneficiary/beneficiaries hereby pledge(s) their rights and claims (including the right to a benefit) to Obvion which ensue on the death of the insured from the aforementioned insurance policy, subject to the suspensive provision that a mortgage loan agreement is concluded between Obvion and the policyholder. This pledge is made for the repayment of everything that Obvion can claim from the borrower now or at any other time.

The beneficiary/beneficiaries declare(s) that they are authorised to make this pledge as well as that the rights and claims in question are not impaired rights.

The beneficiary/beneficiaries may not withdraw this payment instruction without the written permission of Obvion.

Place: .....

Date: .....

Beneficiary's/beneficiaries' signature

## Privacy Statement Summary

Version dated July 2019

### 1. Introduction

Obvion N.V. (hereinafter referred to as 'Obvion') processes personal data. Personal data are data that can reveal something about you, either directly or indirectly. You share all kinds of personal data with us; for instance, when you apply for a mortgage via your independent adviser, if you make contact with us or if you use the MijnObvion portal.

In this summary version of our Privacy Statement, we explain in broad terms how we treat

your personal data when we process them. By processing, we mean all the actions that Obvion can perform using your personal data; for instance, collecting them, storing them, using them, transferring them and deleting them.

## **2. Our Privacy Statement**

Because we consider it important that you know how Obvion uses your personal data, we recommend that you also read the full version of our Privacy Statement. Our Privacy Statement can be found on [obvion.nl/privacy](https://obvion.nl/privacy).

## **3. Who is responsible for processing personal data?**

If you did business with Obvion in the past, do so now or will do in the future, Obvion is responsible for processing your personal data.

If you have an ABP Hypotheek mortgage, your lender is Stichting Pensioenfonds ABP. As Obvion represents Stichting Pensioenfonds ABP in the context of your ABP Hypotheek mortgage, it is responsible for the processing of your personal data in that capacity, as explained in our privacy statement.

## **4. How do we obtain your personal data?**

We receive your data when you provide them to us, or we obtain data that emerge from the services which we provide. We may also obtain your data from group companies within Rabobank, or from other financial institutions for the purpose of combating fraud, money laundering or terrorism financing. Furthermore, we may receive data from others, such as your financial adviser. We may also receive data from suppliers or other parties with whom we collaborate (for example, BKR, the Dutch Home Ownership Guarantee Fund (WEW) or the Mortgage Fraud Prevention Foundation (SFH)) on account of your NHG mortgage loan. Moreover, we may use public registers, newspapers and the Internet. We sometimes receive data because you have given another party permission to share data with us.

## **5. Which personal data do we process?**

We process various categories of personal data, such as:

- Data that can directly identify you
- Data to enter into the agreement with you
- Data on the products that you have, your investment risk profile and data on your loans
- Payment and transaction details
- Sensitive personal data, which we take to include your citizen service number (burgerservicenummer, BSN) and criminal record data
- Data processed from call recordings, email correspondence, video or audio chat recordings as well as camera surveillance in and around our building
- Data relating to the use of our website and app, such as location data
- Data which we need to combat fraud for your and our security, as well as to prevent money laundering and terrorist financing
- Data which we receive from other parties and which we have to share with other parties, such as your financial adviser or valuation expert

## **6. What do we use your personal data for and on what basis?**

We process your personal data for the following purposes and on the following bases:

- To enter into an agreement and manage our relationship with you
- To ensure the safety and integrity of you, Obvion, Rabobank as well as the financial

sector

- To facilitate the development and improvement of products and services
- For relationship management, promotional and marketing purposes
- To enter into agreements with suppliers and other parties with which we work, as well as to manage them
- To comply with legal obligations
- To perform business processes, prepare management reports and perform internal management activities
- For archiving, scientific or historical research, or for statistical purposes

#### **7. For how long does Obvion retain your personal data?**

We do not retain your data any longer than we need them for the purposes for which we collected or reuse them.

#### **8. Who has access to your data within Obvion?**

Within Obvion, only people who need access to your personal data in view of their role have access to them. All these people have a duty of confidentiality.

#### **9. Does Obvion pass on your data to others?**

Your personal data may be transferred to other parties in order to safeguard the performance of the agreement with you, to fulfil our contractual agreements with you, if we are legally obliged to do so or because we use another service provider. For instance, we exchange data with your adviser. We also exchange data with BKR, the Mortgage Fraud Prevention Foundation (SFH) and the Dutch Home Ownership Guarantee Fund (WEW) on account of your NHG mortgage loan.

Your personal data may also be transferred within Rabobank; for example, because you ask us to do so or because you purchase another product from another division of Rabobank.

Sometimes, your data may be transferred to parties outside the European Union. In that case, we will take additional measures to protect your data.

#### **10. What rights do you have with Obvion?**

You have a number of rights relating to the processing of personal data. For instance, you have the right of access to the personal data which we use about you. You can also ask us to alter incorrect or incomplete data. Furthermore, you can ask us to limit the personal data that we process about you or object to data processing by Obvion.

If it concerns a processing for which you have given your explicit consent (for instance, receiving a newsletter), you have the right to revoke this consent without stating reasons.

#### **11. Where can I turn with a question or a complaint?**

If you have any questions about the processing of your personal data by Obvion, please contact:

- The Data Protection Officer of Obvion at [privacy@obvion.nl](mailto:privacy@obvion.nl) or  
Obvion  
PO Box 3005  
6401 DM Heerlen, the Netherlands

Telephone number: +31 (0)88 1470 200

Email: [info@obvion.nl](mailto:info@obvion.nl) about exercising your rights or other questions on the processing of your personal data

Should you have a complaint about the processing of your personal data by Obvion, you can lodge your complaint with:

- The Data Protection Officer of Obvion at [privacy@obvion.nl](mailto:privacy@obvion.nl) or via telephone number +31 (0)88 1470 200
- The Dutch Data Protection Authority, postal address: PO Box 93374  
2509 AJ The Hague

## **12. Can Obvion amend this Privacy Statement?**

Yes, we may amend our Privacy Statement from time to time. If new processing takes place, we will amend the privacy statement accordingly. Of course, we will keep you informed of any developments. The most recent version of our privacy statement can always be found on [obvion.nl](http://obvion.nl). Previous versions can be consulted via our website.