Study of Mortgage Credit in the European Economic Area

A Summary by the European Mortgage Federation

BACKGROUND OF THE STUDY

In June 1996, DG 24 commissioned a study which was awarded to the consulting firm *empirica,* specifying the following themes:

- Analysis of the structure and volume of the market for residential mortgage credit with a particular focus on the existing measures for consumer protection.
- Examination of the possibility to extend the scope of the 1987 consumer credit directive to mortgage credit.
- Analysis of the state of cross-border residential lending and the role of legislation at the European level.

This study concerns the structure of the sector and application of the rules in the EC directives 87/102 and 90/88. The study was executed by Michael Lea, Reinhard Welter, and Achim Dübel of the commissioned consulting firm, *empirica*. The full study is titled "Study on Mortgage Credit in the European Economic Area; Structure of the Sector and Application of the Rules in the Directives 87/102 and 90/88." The study was prepared for the Commission of the European Union, Directorate-General XXIV, November 1997. A copy of the entire study can be found at the European Commission website, http:\\www.eu-mortgage-fed.be\empirica.html.

The study was launched and forms part of the follow-up to the *Report on the Operation of 1987 Consumer Credit Directive* (CCD) on the approximation of the laws, regulations, and administration provisions of the member states concerning consumer credit, which does not cover mortgage credit.

In its report, the Commission states that a minimum of harmonization in the field of mortgage lending might be considered as:

- from the consumer's point of view, purchasing a dwelling is one of the most important financial transactions;
- with the introduction of a single currency and the elimination of the exchange rate risk, cross-border transactions will develop in this area.

The conclusions of the study can be summarized under three headings: (1) Extension of the scope of the 1987 Consumer Credit Directive; (2) Concerns regarding the situation of cross-border mortgage lending; and (3) Adoption of a code of conduct.

EXTENSION OF THE SCOPE OF THE 1987 CONSUMER CREDIT DIRECTIVE

The study team concludes that:

- The CCD could only be transposed to mortgage credit if it is modified substantially.
- The necessary modifications would in effect constitute a Mortgage Credit Directive.
- If the Commission wishes to regulate consumer protection in the area of mortgage credit, the following steps need to be taken, according to the study team:

Annual Percentage Rate of Change: Recommendations

According to the study team, the APRC calculation method constitutes a useful tool. However, at the European level, APRC cannot capture the extreme diversity of mortgage products (treatment of variable-rate instruments, maturity of loans, national and product specific differences, ancillary services which are mandatory or not).

The study team therefore proposes:

1. The use of the existing national minimum APRC which should in principle cover all cost elements which are obligatory from a legal point of view as well as those which are requested by the lender. (Presently, only three countries—Luxembourg, Portugal, and Greece—do not have an APRC.)
2. The calculation of an individual APRC according to the consumer's situation, product, and loan duration is advisable.
3. If the commission wishes to introduce a

European APRC to compare mortgage products, the study team suggests that the commission group the different types of existing products (i.e., ARM, Bausparkassen loans, etc.) and label products accordingly.

Summary of the Findings

The team strongly suggests abstaining from a European uniform definition of cost elements to be included into an APRC calculation. An APRC cannot adequately describe the cost of a mortgage product and allow consumers to make informed choices because of the complex nature of mortgage loan costs; moreover, utility elements are truly comparable, and hence should be included in any calculation.

The study team recommends the use of national APRCs, which would be completed by the use of individual APRCs shaped accordingly to customer needs.

National APRCs should include: (a) cost elements that are truly legally mandatory for all mortgage transactions in the country (e.g., legally mandatory insurance, taxes, and public fees); and (b) obligatory costs which are requested by the lender.

If a mandatory service or product (e.g., insurance) is offered on a competitive basis, the lender should be required only to include an estimate of the cost, as it is impractical to require the indication of actual costs prior to giving a firm APRC estimate. Not legally mandatory elements would have to be excluded, as there are potential distortions if comparisons to offers of foreign lenders are made (e.g., industry-wide mandatory elements such as insurance, etc.).

Individual APRCs. For the team it is an entirely different concept to employ an APRC calculation standard to capture the total costs of credit a consumer incurs, given his particular choice of housing finance. The national minimum APRC, which ensures comparability on minimum standard and individual APRC calculations based on consumer choice, would have to coexist. For any individual APRC computation, if requested by the consumer, a complete list of fees and costs of ancillary services that are represented in the APRC should be required (see information and disclosure). Also, the borrower must be informed as to which cost elements the lender guarantees under the loan offer and which he does not.

Advertisement. It is necessary to link all public uses, especially for advertisement, to minimum information requirements specifying the advertised product characteristics. This could be implemented in the form of requiring the one-page standard disclosure form or respectively minimum advertisement supplementary information.

If a nationally defined "minimum APRC" is used for advertisement purposes, the following minimum additional information should be required:

- Indication of contractual loan duration and rate adjustment mechanism.
- Indication of key mandatory and financially relevant conditions to be met for obtaining the indicated loan conditions (loan-to-value ratio, savings or deposit requirements, loan waiting periods, minimum loan volume, loan discounts).

Labeling. If the commission wishes to introduce a European APRC to compare mortgage products, the study team suggests that it group the different types of existing products (i.e., ARM, Bausparkassen loans, etc.) and label products accordingly.

Variability of Mortgage Loans: Recommendations

The study team concludes that a Mortgage Credit Directive should include a provision covering the adjustment of financial conditions of adjustable-rate mortgages:

1. The directive should require the linking of changes in the nominal contract rate to changes in an interest-rate index (equality of treatment between new and existing borrowers).
2. The study team does not support the introduction of mandatory official price indices.
3. Lenders should be allowed to construct their indices themselves (i.e., according to their cost of funding).
4. The lender should make the history of the index accessible to the consumer before underwriting. Other conditions than the nominal interest rate should be required to remain constant.

Summary of Findings

Useful indices for rate adjustments are largely missing in the majority of countries. The study team believes that changes in rates should be transparent, especially for existing borrowers.

For the situation of a current loan, one alternative lever—compared to compulsory index use—could be to further act towards reducing the costs of prepayment. In fact, almost all surveyed countries do not allow for prepayment penalties on adjustable-rate loans. This has, however, occurred for other reasons, namely protection of the borrower from general interest-rate risk. Depending on the level of transaction costs of prepayment, the level of imbalances of power between both parties changes. However, effective control of transaction costs is difficult, and information gaps will continue to exist for some borrowers.

The study team believes that a requirement to apply any predetermined index for new

contract conditions on existing contracts would suffice to both eliminate the loan life-cycle spread problem for the consumer and remain feasible for lenders.

The suggested form is to require the lender to use at least an index that he both periodically publishes and disseminates to his customers. The lender should be required to make the history of the index accessible to the consumer before underwriting.

Margins for existing borrowers would remain fixed (or predetermined, in case of teaser rates) over the life of the loan (although they may differ from margins offered to new borrowers). In the case of reviewable-rate mortgages, this change suggests that lenders will have to set a margin (sequence of margins) for the loan at the onset.

The reason for not enforcing official indices is that the key to the empirical problems observed is to ensure the equality of new and seasoned contracts. In a modern information environment there is no reason to enforce the use of external indices, which would be equivalent to a price control, because the threat to be sanctioned by the loss of new mortgage business would punish the lender in case of strong deviations from industry-wide behavior.

By allowing lenders to use their own indices, sufficient degrees of freedom would be created to ensure more room for price competition, or the short-term adjustment of conditions to individual cost changes.

Early Repayment: Recommendations

The study team recommends that:

1. Lenders shall be entitled to a maximum compensation payment up to the sum of additional costs incurred through early repayment.
2. For the definition of the maximum compensation payments, the study team alludes to the ongoing discussion in Sweden, the Netherlands, Finland, and Germany, where attempts are made to evaluate these costs. The present status of the discussion does not allow for a detailed European Directive but may leave the details (for an interim period) to subsidiary law-making.
3. Compensation payments shall cover an interest-rate fixing period up to a maximum period (10 years).

Summary of Findings

The key motivations to allow early repayment are:

- The consumer should be protected against the consequences of a potentially large financial burden which might fall on him when unforeseen extreme cases materialize (*hardship* cases).
- The consumer should be guaranteed physical and/or financial mobility.
- The consumer should be given the right to benefit from favorable changes in the interested-rate environment, regardless of his personal situation.

One can show that these benefits for the consumer convert into costs incurred by the lender or the capital market investor. The distribution of costs and benefits will strongly depend on the specific legal and economic solution adopted. The findings of the study team show that:

- The large majority of countries surveyed establish a universal right to prepay mortgage loans during the time period the interest rate is fixed; i.e., the prepayment option is mandatory for a mortgage contract.
- A small group leaves prepayment to contractual freedom, including the potential exclusion of the option. This includes Germany (only fixed-rate mortgages) and Austria. Germany and Austria allow explicitly for exclusion by law, but cap the maximum period of exclusion at 10 years.

Value of the Prepayment Option. The study team comes to the conclusion that, assuming that a future European monetary policy would result in an interest rate cycle similar to Germany for the time period of 1980 to 1995 and taking into account lower nonfinancial prepayment factors such as mobility and housing turnover in Europe, a prepayment option without prepayment penalty would be expected to cost in the range of 40 to 70 basis points, or 0.4 to 0.7 percentage points, depending on the significantly differing interest-rate binding periods.

Regulations Applying to Fixed-rate Mortgages. All surveyed countries, including those that do not practice a universal prepayment option, limit the form and the size of the prepayment penalty, either in written or case law, with the important exception of the United Kingdom.

Germany and Austria confine the maximum exclusion period. Western and Southern European countries cap the maximum penalty. Sweden, Finland, and the Netherlands determine a calculation method on the maximum compensation for losses the lender incurs, with maximum terms.

The economic result is that the maximum interest-rate risk exposure of the borrower in fixed-rate contracts is limited almost everywhere. This approach of lawmakers stands in striking contrast to the absence of regulations concerning interest-rate exposure in ARM contracts.

Adjustable-rate Mortgage Contracts. The value of a universal option without penalty charges in adjustable-rate mortgage contracts is low, if compared to its value in long-term fixed-rate mortgage contracts. However,

it is not zero, as the foregone expected net margin on the loan will remain uncharged.

Lenders will try to anticipate the loss from adjustable-rate mortgage prepayments and issue the loan at a discount or charge as much profit as possible up-front. In countries where adjustable-rate mortgages dominate the market, prepayment penalties are common for the discount period of ARMs, but they are often extended over that period. A problematic issue is, therefore, to define and treat the discount cases: they are neither true FRMs (discounts may vary yearly), nor ARMs. The issue of allowing prepayment penalties in adjustable-rate mortgage contracts is also strongly related to the level of consumer protection vis-à-vis rate adjustment.

Conclusions

European lawmakers might be tempted to choose one contract type with universal prepayment and discard prepayment penalties as a uniform model for Europe.

Selecting a contract limiting prepayment penalties to minimal amounts would have the advantage of avoiding more detailed regulations on prepayment penalties, achieving somewhat lower default rates and a slight decrease in callable loan rates (through low-prepayment-risk borrowers getting pooled with high-prepayment-risk borrowers).

However, it would have a negative impact on the European mortgage markets and the banking system:

- The cost of mortgage credit would rise from between 20 to 30 Bp (France) to 40 to 70 Bp (Germany) while remaining largely the same in Denmark, where the contract is already in place. The borrower would be deprived of the opportunity to save these costs by taking up some or all interest-rate risk over a limited time period. Inefficient pooling of borrowers with different tastes would take place.

- In those countries with well-developed wholesale funding systems, a switch from non-callable to callable bond refinancing would be necessary. This would affect countries with medium- and long-term fixed-rate mortgages, particularly Germany, where the Pfandbrief would have to become callable.

- Lenders in countries without well-developed wholesale funding mechanisms may emphasize variable-rate mortgages or may be forced to go to securitization, which is typically more costly and complex than non-callable bond issuance.

- The total chargeable penalty should not be capped arbitrarily on the European level, as this could threaten existing refinancing systems in a number of countries. More important are the political risks, i.e., that once prepayment is universal, prepayment penalties that actually cover the lenders' losses could be politically capped.

- There is a certain risk that waivers of the prepayment penalty enforced by competition could lead to financial losses and lack of discipline.

It must be clarified in the Directive that the lender shall be entitled to a compensation payment up to the sum of the additional costs he incurs through early repayment, and therefore, the amount that the seller gets is higher than if the mortgage loan has to be prepaid.

CONCERNS REGARDING THE SITUATION OF CROSS-BORDER MORTGAGE LENDING

Recommendations

1. The existing framework is inadequate because it does not support the free provision of services within the single market.

2. The 1987 CCD is based on the principle of "minimum harmonization," meaning that each member state may go beyond this minimum level of protection. This is to some extent contrary to the spirit of the internal market. It allows member states to block entry into their market through application of the general-good clause.

3. To improve the legal framework for cross-border lending, the study team recommends, first, the development of minimum harmonization standards in the following areas:

   - When mortgage loans are offered cross-border, specific information and disclosure will be necessary *(labeling)* to protect the consumer appropriately.

   - The borrower should be fully aware that his loan is subject to foreign law, the disadvantages of which he must balance against more favorable conditions.

   - Standardization *(code of conduct)* would support this approach and have a dynamic effect in the field of mortgage credit.

   - When parties are concluding the contract, various situations will have to be distinguished. Who takes the initiative to cross the border, i.e., who moves in which direction? Is the customer addressed in his country or going abroad physically or by internet?

Second, special conflict-of-law rules should be developed with the following aims:

- Ensure the effect of the single market against nonmember states,

- Strengthen the single market in fields where harmonization has not been real-

ized yet or where harmonization is not possible or appropriate, and

- Strengthen the single market by ensuring that member states are willing to recognize the law of other member states. This is achieved by rules granting the free choice of the applicable law.

Findings

Even a modified CCD, embodying the principle of minimum harmonization, is in the view of the study team unlikely to have a major effect on cross-border lending by itself. One of the main reasons is the uncertainty lenders experience in attempting to sell their products abroad without being in conflict with national rules on consumer protection in the host country.

In order to address the key issue that higher levels of protection may be used to block cross-border competition, the team suggests addressing corss-border lending directly, by introducing a conflict-of-law rule: it maintains higher levels of consumer protection for those member states whose citizens demand such protection while opening up markets to increased cross-border competition.

If appropriate standards of protection are guaranteed by a directive, lenders could be allowed to choose the law of the member states, without the restrictions and uncertainties existing at present, provided that the customer is fully aware that he is not acting under the legal system of his home country.

Internal Market Legislation—Second Banking Directive. Large parts of the European banking community had assumed that the directive would remove all legal barriers for cross-border transactions within the EU. They have been disappointed in two respects.

- Limits to the freedom of services and establishment have continued to play an important role, as the directive requires that a credit institution operating under a single license must comply with host-country rules adopted in the interest of the "general good." The extent to which the "general good" has been applied by foreign supervisory authorities was unexpected.

- Civil law courts deciding on litigation concerning cross-border transactions did not follow the rules and principles of the Second Banking Directive. Contrary to the principle of home country control and mutual recognition, they tended to apply the law of the host country in order to protect customers.

The study team also notes that change can only be expected through case law by the European Court of Justice, i.e., developments will be particularly slow.

The Rome Convention. Rome Convention rules determine which law will govern the contract. Unfortunately, there was and continues to be considerable confusion concerning the effects of the Convention on mortgage lending and the applicability of consumer protection legislation.

In principle, the Convention corresponds to the single-market concept by granting party autonomy (i.e., parties are free to decide which legislation will rule their contract).

This also corresponds to the principle of home country control and mutual recognition; anyone offering services in another member state may see his law applied by choosing the applicable law.

However, party autonomy is restricted in two important areas:

Consumer Protection. The free choice of law by the parties is limited with respect to consumer protection. First the Convention applies to contracts covering the supply of goods and services to a person who can be regarded as acting outside his trade or profession, or a contract for the provision of credit for that object.

Second, notwithstanding the principle of party autonomy, the choice of law made by the parties cannot have the result of depriving the consumer of the protection afforded to him by the mandatory rules of law of the country in which he has his habitual residence.

Article 5 is generally considered in Europe as the conflict-of-law rule for consumer protection, and this position has gained considerable weight by the Commission Interpretative Communication.

However, according to the study team, Article 5 does not apply to mortgage credit. The study team notes that "provision of credit" is mentioned in the context of credit for the supply of goods or services ('for that object"). The study team questions whether lending can be considered to be the "supply of services."

Mandatory Rules. If Article 5 does not apply, then party autonomy can also be restricted by rules which are mandatory according to the *lex fori* without respect to the otherwise applicable law (Article 7 II). As this means that the courts apply their respective national law, the rules determining the international competence (Brussels Convention) gain great impact. (Indirectly they determine the applicable law.) As regards the definition of mandatory rules in the sense of Article 7 II, there is no clear picture in the national case laws, so lenders in general cannot rely on a clear legal situation.

Further uncertainty is caused by Article 7 I (paragraph one), according to which mandatory rules of other states can be applied if

they are closely linked to the case. This provision, however, does not apply in Ireland, Germany, Luxembourg, and the United Kingdom. Therefore, there may be enormous differences litigating in or outside these countries.

The Brussels Convention. The Brussels Convention governs the rules as to international jurisdiction and recognition of judgments among the member states, e.g., decisions by the national courts are regarded as equivalent.

Recognition, however, is limited by the public policy clause. It is obvious that the difference is explained by the fact that the execution of foreign judgments interferes with internal affairs to a much greater extent.

According to the study team, there are good reasons to say that the provision does not apply to mortgage loans (as in the case of the Rome Convention). Furthermore, one must bear in mind that the collateral is situated abroad. To initiate foreclosure proceedings, the home country judgment will have to be recognized. At this point the public policy clause (Article 31) of the Brussels Convention may apply, rendering the foreign judgment useless as far as the collateral is concerned.

The creditor, however, may still take recourse to any assets situated in the home country or anywhere else outside the host state. The outcome thus depends on the individual case. This situation is not satisfactory as regards both sides of the market. From the point of view of the consumer, the tendency to use jurisdiction clauses increases the risk to be involved in litigation abroad.

The Brussels Convention grants greater freedom as to jurisdiction clauses than the Rome Convention does with respect to the applicable law (no public policy clause, no mandatory rules, etc.). The Brussels Convention applies within member states only, whereas the Rome Convention governs the legal relations with the outside world as well. This results in an incentive for forum shopping, i.e., to chose the jurisdiction that is most favorable for the lender. This may put the customer in a difficult position and leads to doubtful results, depending on the individual case.

Conclusions Regarding Legal Obstacles. The existing legal framework is inadequate. It (1) does not support the free provision of services within the single market; and (2) it does not guarantee an appropriate level of consumer protection.

The question arises of how cross-border lending can be facilitated by extending the scope of Directive 87/102. Article 15 of the CCD stands for the principle of minimum harmonization, which is typical for directives covering consumer protection. However, minimum harmonization is contrary to the spirit of the internal market. By allowing member states to go beyond the minimal protection offered by the Directive, there are differing levels of consumer protection in the different member states.

Member states can consider that their protection standards are above host country rules and apply the "general good" clause. As a result, lenders may refrain from offering their products abroad due to risks arising from consumer protection rules that are presumably or actually higher than in their home country.

Only total harmonization could be effective in that respect, as it would create a level playing field for cross-border transactions with regard to contractual conditions. However, total harmonization

- would eliminate certain products and lenders; and
- would imply a level of consumer protection considerably lower in some member states.

The study team, therefore, doubts whether the advantages of a legal framework favoring more cross-border activity are evident enough to compensate for partial reductions in consumer protection.

How could cross-border activities be facilitated?

The essential question is how a directive can be used to improve the inconsistent legal framework of cross-border lending. The study team recommends:

- the adoption of minimum harmonization standards, and
- the development of true conflict-of-rules law for cross-border operations and the internal market.

The Development of Minimum Harmonization Standards. Although minimum harmonization is not likely to create a competitive single market, it would (a) enhance the acceptability of products from abroad, and (b) grant the freedom to choose this as the applicable law.

The study team envisions the following aspects:

- As soon as mortgage loans are offered cross border, specific information and disclosure will be necessary *(labeling)* to protect the consumer appropriately.
- The borrower should be fully aware that his loan is subject to foreign law, the disadvantages of which he must balance against more favorable conditions.
- Standardization *(code of conduct)* would support this approach.

A code of conduct system could have dynamic effects in the field of consumer protection. However, the disadvantage of a voluntary code of conduct is that lenders cannot be forced legally to adopt the rules of the code. It seems doubtful that a European code of conduct can actually achieve the purpose of minimum harmonization in the field of mortgage lending. Nevertheless, it may play an important role as a complement to a legally binding directive.

The Development of True Conflict-of-law Rules for Cross-border Operations and the Internal Market. The study favors rules granting the free choice of the applicable law without the unclear restrictions of the Rome Convention.

Protection could be achieved mainly from disclosure of information and labeling. In this respect the various situations when concluding the contract will have to be distinguished: who takes the initiative to cross the border (i.e., who moves in which direction); is the customer addressed in his country or by going abroad physically or by internet?

This approach is familiar, as it corresponds to Article 5 of the Rome Convention and its distinctions. In this manner the special conflict-of-law rules would realize the following aims:

1. Strengthening the single market by ensuring that the member states are willing to recognize the law of other member states.
2. Ensuring the effect of the single market against nonmember states.
3. Strengthening the single market in fields where harmonization has not been realized yet or where harmonization is not possible or appropriate.

ADOPTION OF A CODE OF CONDUCT

Recommendations

1. Advertisement, counseling, and information disclosure requirements need to be modified and enhanced in the field of mortgage credit.
2. Information requirements could be captured in a single-page information sheet.
3. Such requirements could also be included in a European Code of Conduct.

Summary of the Findings

According to the study team, a Code of Conduct could help to develop consumer protection standards for mortgage lending, especially in the area of disclosure of information. However, it will not be legally binding, and it may prove difficult to include all providers of mortgage credit.

The Commission should encourage mortgage lenders to work with consumer groups to pass codes of conduct. Furthermore, efforts should be made to standardize such codes in order to facilitate increased cross-border lending. The team recognizes the difficulty of this approach, however, as several member states have consumer protection legislation significantly in excess of the requirements of existing codes.

The requirement that all lenders provide the above information on the loan contracts they offer would facilitate consumer shopping.

The terms could be summarized on a one- to two-page standard format disclosure sheet with the different topics being presented in the same order for all products. A standardized disclosure *(term)* sheet is shown in Figure 1.

Information requirements for mortgage lending could be formulated as follows:

Loan Description

- Description of the good financed by the loan agreement.
- Amount of deposit, if any, amortization, and payment plan.
- Entitlement of early repayment and reduction.
- Characterization of type of security.
- Cooling off period, if any.
- Indication of insurance.

Ancillary Services

Ancillary services that serve to support the underwriting, servicing, or termination of the loan can include:

- Information about freedom of choice of ancillary services.
- Information about financial conditions for ancillary services, if determined or commissioned by the lender.
- In case of interest-only mortgages, warning about the necessity to maintain coverage of repayment capacity with an insurance or pension plan or other ancillary service.

Cost of Credit

- Advertisement: Minimum APRC (see discussion below), including national legally mandatory fees and costs of credit without optional features. Expected loan term and interest rate adjustment mechanism. Specification of major financial requirements to be fulfilled in order to obtain APRC (e.g., savings period).
- Individual APRC calculated on the basis of all mandatory and optional cost

Figure 1. Standard Format Disclosure Sheet

Term	*Product*
Method of Repayment	Annuity, endowment, serial, balloon Frequency and timing of payments
Means of Repayment (endowment)	Insurance, pension (linkage; e.g., equity, fixed income)
Minimum APRC	Including national legally mandatory fees (list) and credit costs
Individual APRC	Including all mandatory and optional fees (list) and credit costs over consumer's time horizon
Monthly Total Costs of Credit	Including amortization
Rate Adjustment Method	Fixed (term), variable; implications and illustration of effect of end of fixed, discounted, or capped interest rate period
Index for Rate Adjustment	Identification, recent history
Conditions for Early Repayment	Whether allowed, limits on exclusion, possible penalties, notification requirements, possibilities for waiver
Condition of Default	How determined, consequences, potential fees, and interest charges
Conditions of Assumability	If allowed
Conditions of Portability	If allowed
Possibility of Assignment	Notification responsibilities

elements/loan features associated with the consumer's choice (possible on a single page sheet detailing all loan cost elements and description of features).

Interest-rate Risk

- When ARM offered information on the type of index used or historical performance of lender's rates if not tied to an external index.
- Warning about risk of ARMs and an explanation and illustration of future potential repayments at the end of any temporary fixed, discounted, or capped interest rate period; eventually a mandatory sensitivity analysis of the impact of a change in the nominal interest rate of +/– 1 percentage point on the debt service could be required

Debt Service

- Monthly total costs of credit; includes amortization (APRC does not).

Default

- Warning about general consequences of default, including legal process.
- Warning about risk of losing equity or remaining with net debt position.
- Information about all additional costs incurred in case of default.

Other Options

- Description of main borrower or lender options mandated by law or concluded in the credit agreement.
- Specification of conditions for assumability (transfer of the security to another borrower).
- Specification of conditions for portability (transfer of loan to another security).