

Email: customerservice@co-op.co.ke Phone: 0703027000 www.co-opbank.co.ke

APPLICANT'S DETAILS As appears on ID, Passport or Certificate of registration / incorporation (Attach Photocopy)

| | | | | | |
|---|-----------------------------|------------------|--|-----------------------------|-------------------------------|
| FIRST NAME | | MIDDLE NAME | | LAST NAME | |
| BUSINESS NAME | | | NAMES OF DIRECTORS/PARTNERS (Attach copies of IDs & PIN Certificate) | | |
| | | | 1. | 2. | |
| | | | 3. | 4. | |
| ID/PASSPORT NO. (Individuals) | | | PIN CERT. OF REG/INC NO. (Corporate/Co-operatives/Business/SACCOS/Schools) | | |
| P.O BOX | POSTAL CODE | CITY/TOWN | PHYSICAL ADDRESS (Town/Street/Rd./Building/Plot No.) | | |
| Office No. : | | Mobile No.: | | Email: | |
| OWNER/TENANT: YES <input type="checkbox"/> NO <input type="checkbox"/> | IF TENANT: NAME OF LANDLORD | P.O BOX | CODE | TOWN | PHONE <input type="text"/> |
| ARE YOU A NEW IPF BOROWER OR A REPEAT BOROWER | | | YES <input type="checkbox"/> | NO <input type="checkbox"/> | |
| PLACE OF WORK | OCCUPATION | NAME OF EMPLOYER | | | |

THE INSURER
INSURER'S DETAILS

| | | |
|-------------------|--------------|---|
| Name: | | |
| CONTACTS: | | |
| Office Tel.No.: | Mobile No.: | Email: |
| ADDRESS | | |
| P.o. Box: | Postal Code: | Town: |
| Physical Address: | | (Town / Street / Road / Building / Plot Number) |

CONTACT PERSON'S DETAILS

| | |
|--------------|----------------|
| Name: | |
| Designation: | Telephone No.: |

THE INSURANCE BROKER/AGENT
THE INSURANCE BROKER'S DETAILS

| | | |
|---------------------------------|--------------|---|
| NAME: | | |
| CONTACTS | | |
| Office Tel.No.: | Mobile No.: | Email: |
| ADDRESS | | |
| P.o. Box: | Postal Code: | Town: |
| Physical Address: | | (Town / Street / Road / Building / Plot Number) |
| CONTACT PERSON'S DETAILS | | |
| Name: | | Telephone No.: |

DETAILS OF THE POLICY OR POLICIES WITH THE INSURER

| POLICY NO. | START DATE | EXPIRY DATE | INSURED ITEM | TYPE OF COVER (Motor / Others) | REGISTRATION / SERIAL NO. |
|------------|------------|-------------|--------------|-----------------------------------|------------------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

TOTAL COST OF CREDIT

| | |
|-----------------------------------|--|
| Facility Type | INSURANCE PREMIUM FINANCE |
| Type of Interest Rate | FLAT RATE |
| Repayment Frequency | Monthly |
| Premium Finance Amount | |
| Standard Interest rate | |
| Number of instalments (Tick One)) | Months 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> |
| Total Equal Monthly Instalments | Principal: |
| | Monthly Interest: |
| | Total Monthly Installments (A): |

Additional Bank Charges

| | |
|---|--|
| Duty Stamping Fee | |
| Schedule Fee | |
| RTGS | |
| Subtotal (B) | |
| External Charges specific to taking out the facility | |
| Government Levies | |
| Subtotal (C) | |
| Total Cost of Credit (TCC) - (A+B+C) | |
| Annual Percentage Rate (APR) | |
| Method of payment (Tick one) | Direct Debits <input type="checkbox"/> Standing Order <input type="checkbox"/> |

If paying through a Co-op Bank Account, please indicate the following

| | |
|----------------------|-------------|
| Account Name | Branch Name |
| Payee account Number | |

Signature & Date

N.B This application is subject to the bank's approval process and policy, the bank reserves the right to request for additional documents to verify financial details and information as may be deemed necessary.

WITNESSETH**In this document:**

The Borrower: being the person(s) named in the Schedule here to and includes the Borrower's successors(s) or personal representative(s) (as the case may be) and assigns of the first part;
The Bank: Co-operative Bank of Kenya whose address is care of P.O. Box 48231 - 00100, Nairobi in the said Republic and includes its successors and assigns of the second part; and
The Insurer: being the person named in the Schedule hereto and includes the Insurer's successors and assigns of the third part.

In consideration of the Bank paying the Premium Amount to the Insurer (as defined in the Schedule hereto) on behalf of the Borrower being the amount payable by the Borrower to the Insurer under the Policy (as defined in the Schedule here to):

1. The Borrower hereby:-

- (a) Covenants to pay to the Bank punctually and without any prior demand or deduction or set-off whatsoever the consecutive monthly installments specified in the Schedule hereto and in the manner therein and herein set out and to give effect thereto the Borrower authorizes the Bank to open a loan account ("the Account") in the name of, he Borrower and to debit the Account with the Premium Amount and any other charges and interest as herein specified. Monthly installments shall be payable in arrears or upon such other terms as may be agreed in writing between the Bank and the Borrower.
- (b) Covenants to pay the Bank interest at a flat rate of % (equivalent to % per annum on reducing balance basis) or at such other rate of interest as the Bank may specify at its sole discretion (with in the limits permitted by law and without seeking the Borrower's approval thereof) and such interest to accrue from day to day (as well after as before any judgment) until repaid in full.
- (c) Covenants to pay the Bank in addition to the applicable installment interest on any installment(s) or part installment which remains unpaid after becoming due at the rate of 2.75% per month or at such other rate of interest as the Bank may specify at its sole discretion (with in the limits permitted by law and without seeking the Borrower's approval thereof) such interest to accrue from day to day (as well after as before any judgment) until repaid in full.
- (d) Warrants to the Bank that the Policy is valid and the Borrower covenants to the Bank that the Policy shall remain valid throughout the course of the Borrower's indebtedness with the Bank and to give effect thereto the Borrower undertakes not to cancel the Policy without the Bank's consent or do any act or commit any default whereby the Policy may become void or voidable or whereby an increased premium or charge may become payable (unless the Borrower promptly pays the additional charge or premium to the Insurer) provided that in case of default by the Borrower on any of the Borrower's obligations herein it will be lawful but not obligatory for the Bank to do whatever it may deem necessary to make good such default and any money expended by the Bank in that behalf with interest as provided above shall be debited in the Account and shall be repaid by the Borrower on demand. The provisions of this sub-clause shall be without prejudice to the Bank's rights set out in sub-clause (d) hereunder.
- (e) Confirms and acknowledges that the outstanding balance on the Account shall immediately become due and payable on demand by the Bank with interest accruing thereon at the rate specified above from the date of demand if the Borrower makes default on any of the Borrower's obligations hereunder or under the Policy or if a winding up petition or a petition for Bankruptcy is filed against the Borrower or if it becomes illegal for the Bank or the Borrower to continue with the present arrangement or if there are circumstances which in the sole opinion of the Bank may have a material adverse effect on the ability of the Borrower to perform the Borrower's obligations hereunder or under the Policy and the Borrower confirms that the Bank shall be at liberty upon making formal demand as aforesaid to terminate the Policy forthwith and to receive refundable premium (if any) from the Insurer and the Bank shall be entitled to recover the outstanding balance (if any) in the Borrower's Account together with the interest and charges from the Borrower by summary procedure as a liquidated debt.
- (f) Authorizes and instructs the Insurer through the signing of this Agreement to register the Bank's interest in the Policy as a financier as well as the Bank's right to terminate the Policy and to receive the refund on the Premium Amount and the Borrower further covenants with the Bank that the Borrower shall procure that the Insurer complies with the aforesaid authorization and in any event the Borrower confirms that the Borrower shall hold any monies paid to the Borrower under the policy by the Insurer in trust for the Bank and shall immediately upon receipt surrender such monies to the Bank to be credited to the Account. This obligation shall subsist until the Bank confirms in writing that the Account has been redeemed in full.
- (g) Undertakes to pay all stamp duty and other duties and taxes (if any) to which this Agreement or any other document executed pursuant to this Agreement may be subject to (which duties and taxes shall be debited in the Account) and the Borrower further undertakes to reimburse the Bank on demand all expenses including legal expenses incurred by the Bank in the negotiation and preparation of this Agreement and all expenses incurred by the Bank in suing for or recovering any sum due to the Bank under this Agreement or otherwise in protecting or enforcing its rights under this Agreement.
- (h) Appoints the Bank to be the Attorney of the Borrower and in the name and on behalf of the Borrower to execute and do any assurances acts and things which the Borrower ought to execute and do under the Policy including without limitation the power to terminate the Policy and to give good receipt and discharge thereof for the refund of the Premium Amount or any part thereof received by the Borrower on such termination or for any settlement paid under the Policy and the Borrower hereby ratifies all acts or deeds done by the Bank in exercise of the power herein conferred and absolves from blame any and all parties giving effect to such power AND the Borrower further confirms and agrees that any premium or part premium refunded as aforesaid or any settlement paid to the Bank will first be applied towards redeeming the Account and the balance (if any) released to the Borrower.
- (i) Confirms that no failure or delay by the Bank in exercising any right power or privilege under this Agreement shall impair the same or operate as a waiver for the same nor shall any single or partial exercise of any right power or privilege preclude any further exercise of the same or the exercise of any other right power or privilege.
- (j) Warrants to the Bank that the Borrower has the power to enter into the transaction contemplated by this Agreement and that neither the execution hereof nor the performance or observance of the Borrower's obligations hereunder will conflict with or result in any breach of any law regulation mortgage agreement or other instrument whatsoever.
- (k) Shall not be entitled to the automatic refund of any premiums paid in advance to the insurer, including any deposit paid to the Bank, in the event of cancellation of the policy for whatever reason, or in the event that a loan application is declined by the Bank, after the insurance cover has commenced, save as otherwise determined by the Bank at its sole discretion. PROVIDED THAT any such refund shall be net of all sums due to the Bank! Insurer hereunder or under the policy thereof.

2. The Insurer:-

- (a) Covenants with the Bank that the Policy is validly existing and that the details set out in the Schedule regarding the Policy are correct. The Insurer further covenants that upon cancellation or termination of the Policy by the Bank or by the Borrower the Insurer shall forthwith and without formal demand pay to the Bank the refundable Premium ("The Refundable Premium") without any deduction or set off whatsoever.

The Refundable Premium shall be calculated as follows:

- Insurance Premium X (365 - No. of days from date of receipt of premium to date of demand)/365. The amount thus calculated should be received within thirty (30) days from the date of demand, failing which the Insurance Company will be liable for any accruing interest and default charges on the outstanding amount from the date of the Banks first demand without cavil or argument. Penalty interest will accrue at the Bank's prevailing rate currently at 0.5% per month thereafter and must be paid in full.
- (b) Covenants with the Bank that notwithstanding the provisions of the undertaking set out in (a) above, any deficiency arising in the Refundable Premium on each policy and the annual premium actually paid by the Bank to the Insurer, will be made good and payable by the Insurer to the Bank for an amount equivalent to such deficiency.
 - (c) Warrants to the Bank that the right of the Bank to receive the Refundable Premium shall override and prevail over any conflicting or contrary provision in the policy concerned or over the documents affecting the Policy and the Refundable Premium shall be deemed to be refundable notwithstanding the validity or otherwise of the policy and notwithstanding that a claim has arisen or payment has been made under the policy.
 - (d) Warrants that the insured shall have no right to cancel any policy financed by the Bank without the prior consent of the Bank and that upon cancellation of the policy the Insurer shall forthwith pay to the Bank any and all monies payable under the policy or policies concerned until the Bank confirms that the account of the Bank has been redeemed.
 - (e) Warrants that the demand on anyone policy will not invalidate this guarantee with regard to any other valid policy financed by the Bank and this guarantee shall be a continuing security to the Bank notwithstanding any settlement of account whatsoever for any amount owed to the Bank under the policies issued or to be issued by the Bank and financed or to be financed by the Bank provided that the guarantee shall be limited in each policy to the Refundable Premium payable under the policy on which demand is made.
 - (f) Warrants that the right to cancel the Policy and to pay the Refundable Premium shall override and prevail over any conflicting provision in the Policy and the Refundable Premium shall be deemed to be refundable notwithstanding that a claim has arisen or payment has been made under the Policy unless the payment is made to the Bank.
 - (g) Warrants that upon cancellation of the Policy hereunder the Insurer shall comply with all statutory and other common law obligations resulting from such cancellation and including without limitation the provision of notice to any third party of such cancellation where required.
 - (h) Undertakes that the right of the Bank to the Refundable Premium and its interest as financier or assignee shall be noted on the Policy or by way of an endorsement to be issued in respect thereof following the execution of this Agreement and the Insurer shall provide the Bank written proof of compliance with this sub-clause upon demand.
 - (i) Undertakes to inform the Bank, within seven (7) working days, in the event that the insurable risk crystallizes during the tenure of the policy and shall refund to the Bank all outstanding premiums together with interest thereon, computed as per the same refundable premium formula.
 - (j) This guarantee shall continue in force until all monies due to the Bank under the policies with the Insurer financed or to be financed by the Bank have been paid in full to the satisfaction of the Bank when all liabilities hereunder shall cease provided that this guarantee may be terminated by giving thirty (30) days notice to the Bank and accordingly this guarantee shall not extend to liabilities incurred thirty (30) days after the date of receipt by the Bank of notice of termination from the Insurer ("cessation date") and on the cessation date the Insurer shall payoff any moneys or liabilities guaranteed by the Insurer which would be due for payment and to provide cash cover in respect of any contingent liabilities guaranteed being the monies owed to the Bank by the insured under the policies as at the cessation date as conclusively determined by the Bank. The undertakings contained in this guarantee shall override any other undertakings given by the Insurer in any other documents.

3. Events of Default:-

In the event of default by a Borrower in the repayment of the loan installments or otherwise in the event of default as provided for hereunder, the Insurer shall pay the unutilized premiums in respect of the subject loan, to the Bank within thirty (30) days from the date of demand, failing which the Insurer will be liable for any accruing interest and default charges on the outstanding amount. For the purposes of this clause an event of default will be deemed to have occurred in the event of:

- (i) default in payments due under a policy by the Borrower,
- (ii) the death, winding up or bankruptcy of the individual borrower, the Borrower committing any material breach of any of its obligations under this Agreement and such breach



remains un-remedied for seven (7) days after the Borrower receives written notice from the Bank specifying the breach and the required remedy,

- (iv) the risk insured under a policy financed by the Bank crystallizing,
- (v) the borrower cancelling his/her insurance policies whose premiums have been financed under this Agreement.
- (vi) for limited & liability company this guarantee & indemnity also serves as a resolution to borrow

AND IT IS HEREBY AGREED THAT in the event of default by the Borrower of any payments due by him hereunder, the Bank shall have the right to terminate this Agreement forthwith without Notice and shall thereupon be entitled to payment of all refundable premiums from the Insurer. AND IT IS ALSO AGREED that any notice or demand shall be deemed to have been properly served on any party hereto if delivered by hand or sent by registered post telex or facsimile at the address shown in the Schedule hereto or at the registered offices or the physical address shown on the Schedule hereto and in the absence of evidence of earlier receipt any notice or demand shall be deemed to have been received if delivered by hand at the time of delivery or if sent by registered post three (3) days after the date of posting (notwithstanding that it be undelivered or returned undelivered) or if sent by telex or facsimile on the completion of transmission AND IT IS ALSO AGREED THAT if the Borrower is more than one person then all obligations on the part of the Borrower shall be joint and several AND IT IS FURTHER AGREED THAT any dispute or difference arising between the parties to this Agreement for or in connection with this Agreement or its performance construction or interpretation shall be referred to arbitration by a single arbitrator in accordance with the provisions of the Arbitration Act Number 4 of 1995 or any amendments or replacements thereof whose decision in relation to any such dispute or difference shall be final and binding on the parties hereto to the extent permitted by the law, PROVIDED THAT any party aggrieved by the arbitration award shall have the right of appeal to the High Court of Kenya.

IN WITNESS WHEREOF the Borrower, the Insurer and the Bank have executed this Agreement the day and year first herein overleaf written.

Signed by authorized officials of the Borrower:

1. Name: _____ Signature: _____ Date:

2. Name: _____ Signature: _____ Date:

Stamp
or
COMPANY SEAL
(Where applicable)

Signed by the duly authorized officials of the Insurer:

1. Name: _____ Signature: _____ Date:

2. Name: _____ Signature: _____ Date:

Stamp
or
COMPANY SEAL
(Where applicable)

Signed by the duly authorized officials of the Bank:

Branch Manager: _____ Signature: _____ Date:

Banker/ Bancassurance officer: _____ Signature: _____ Date:

DSO code

MANAGEMENT INFORMATION INPUT (For official use only)

Client No.: _____ A/c Name: _____

Address: _____ Postal Code: _____ Tel. No.: _____

| | | | | | |
|-------------------|---------|----------------------|---------------------|-----------------------------|---|
| Corp Flag | (0-9) | <input type="text"/> | Statement Frequency | (D, W, M, Q, H, Y) | <input type="text"/> N <input type="text"/> |
| Sector Code | (1-99) | <input type="text"/> | Tax Flag | (0-1) | <input type="text"/> |
| Bank Dir. Related | (N / Y) | <input type="text"/> | Occupation | (P, E, C, F, M, N, S, T, U) | <input type="text"/> |
| Gapped Analysis | (0-1) | <input type="text"/> | Employer | (G, P, I, O, S, C, O) | <input type="text"/> |
| Comm code | (0-1) | <input type="text"/> | Income Range | (1-5) | <input type="text"/> |
| House Status | | <input type="text"/> | Sex Indicator | (0-1) | <input type="text"/> |

COMPLETED BY (NAME): _____ DATE:

MIS SECTION

Data captured by: _____ Date and signature: _____

Verified by: _____ Date and Signature: _____