



# CO-OPERATIVE BANK

We are you

## ASSET FINANCE FOR SALARIED CUSTOMERS APPLICATION FORM

Branch: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Co-op Bank Account Number (If Any)

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Account Name: \_\_\_\_\_

Name of the Employer \_\_\_\_\_

PERSONAL DETAILS												
Salutation:	Mr. <input type="checkbox"/>	Mrs. <input type="checkbox"/>	Ms. <input type="checkbox"/>	Miss. <input type="checkbox"/>	Dr. <input type="checkbox"/>	Prof. <input type="checkbox"/>	Other: _____					
First Name: _____		Middle Name: _____			Last Name: _____							
National ID/ Passport number:		Personal File Number:			Date of Birth:							
		Force Number (Prisons/AP/Prisons):			D	D	M	M	Y	Y	Y	Y
Marital Status:	Single <input type="checkbox"/>	Married <input type="checkbox"/>	Widowed <input type="checkbox"/>	Separated <input type="checkbox"/>								
Mobile number:				Email Address:								
Home Postal Address:				Postal Code:		Town:						
Residential Status:	Owner: <input type="checkbox"/>	Tenant: <input type="checkbox"/>	Living with Parents: <input type="checkbox"/>	Housed by Employer: <input type="checkbox"/>	Other (Specify):							
If tenant state rental amount:												
If Ownership is by Mortgage, state financier:					Mortgage Balance:		Mortgage installment:					
Current Residential Area/ Estate:				Town:		Duration in current residence (Years):						
If duration at current residence is less than 5 years state previous Residential Area/ Estate:						Town:						

B. REFEREE DETAILS		
	NEXT OF KIN	PERSONAL REFEREE (Not a relative)
Full Name:		
Relationship:		
National ID/ Passport/ Service number:		
Address:		
Telephone Number:		

Customer Signature \_\_\_\_\_

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**C. EMPLOYER DETAILS**

Current Station:	Department:	Office Tel. Number:
Employer Address:	Postal Code:	Town:
Current Position:	Employment Date:	Maximum Retirement Age:
Name of previous employer, If less than 1 year with current employer:	Duration with previous employer:	

**D. LOAN REQUEST**

Gross Vehicle Cost (as per proforma invoice/sales agreement) .....

Deposit Amount Payable .....

Trade-In Value .....

Net Loan Amount .....

Tenor/Repayment Period (Months) .....

Do you want the bank to finance the following additional costs?

1. Motor Vehicle Tracking Services    Yes                       No

2. Motor Vehicle Insurance Premium    Yes                       No

N.B Additional costs where applicable will be included in the net loan amount

**E. MOTOR VEHICLE PARTICULARS**

Make: .....

Model / Type: .....

Registration Number: .....

Year of First Registration: .....

Chassis Number: .....

Engine Number: .....

Colour : .....

Customer Signature \_\_\_\_\_

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**F. BORROWER'S DECLARATION**

1. I hereby declare that the foregoing particulars are true. I have not entered into a separate agreement with any entity not disclosed, including the Bank for other loans based on my salary. There has not been any fact, event or circumstance that, alone when taken with other events or conditions has a material adverse effect on my employment.
2. I agree that the loan and my obligations to the Bank under the terms and conditions shall be effective immediately upon the Bank approving the sum applied for or as may be determined by the Banks subject to any security requirement as a condition precedent by crediting or applying the same to my account with the Bank or otherwise for my account. In consideration of the Bank agreeing to grant me the loan applied for or such lower sum, at such interest cost, and the terms and conditions set out in this application.
  - i. **If the loan is to be repaid via check off:**  
I hereby request and irrevocably authorize my employer \_\_\_\_\_ to deduct monthly from my salary the principle, interest and costs as all advised by the Bank and remit the same to the Bank for such period as the Bank shall advise from time to time.
  - ii. **If the loan is to be paid via a standing order:** hereby authorize and instruct the Bank to debit my account number \_\_\_\_\_ with the Bank with Kes \_\_\_\_\_  
(Amount in words) \_\_\_\_\_ or such other sum as will be required by the Bank to meet the approved monthly loan repayment and to pay into the loan account on the \_\_\_\_\_ of every month effective 30 days after the loan has been disbursed.
3. For as long as any such loan shall be outstanding, I hereby assign all my final terminal dues excluding pension of whatsoever nature with my employer \_\_\_\_\_ to the Bank as additional security for the payment of the loan, and any balance upon such payment, to be credited by the Bank to my account with the Bank and accordingly hereby request and authorize my said employer to pay out the said dues to the Bank whenever they become due and payable unless otherwise advised by the Bank.
4. The Bank may grant me lesser loan than that applied for and that my obligations herein and under such terms shall be effective immediately upon the Bank crediting my account with such loan sum.
5. I agree that I will personally remain liable to pay any installment of the loan and the entire loan notwithstanding any delay or failure by my employer to deduct and/ or remit the payments to the Bank or any insufficiency thereof.
6. I further agree that if, for any reason whatsoever, I am unable to pay the loan instalments and/or any other charges or costs related to the loan as required by the Bank or on occurrence of any act of default as described in clause 9 of the Terms and conditions hereunder, the Bank may exercise recovery measures which include but are not limited to repossession and/or auction of any asset that I may have pledged to the Bank as security or collateral.

Signed by the Applicant: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Witness Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Are you a director and or related to anyone in the Bank? Yes No If yes give details below:	
Name	Relationship

**G. CONFIRMATION BY EMPLOYER**

I confirm that the Borrower is an Employee of (*name of employer*) \_\_\_\_\_ and that the employment details given above are true and confirm having noted the instructions/ request to deduct and pay monthly payments from the employee's monthly salary, and hereby take notice of the assignment of all the final terminal dues excluding pensions to the Bank I **recommend/ do not recommend this loan application**; (give reasons if not recommended).

**Employer Officer's Name:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OFFICIAL STAMP:**

**H. FINANCIAL DETAILS****OTHER ACCOUNTS HELD (with Co-op Bank and Other Banks)**

Account Type	Bank	Branch	Account Number	Date Opened

**CREDIT CARDS HELD (with Co-op Bank and Other Banks)**

Card Issuer	Card Number	Limit	Expiry Date

**LOANS OUTSTANDING**

Bank/ Financial institution	Date Loan Granted	Original Amount (Kes)	Present Balance (Kes)	Monthly Repayments Kes	Security

Does Your Employer pay your salary directly to Co-operative Bank of Kenya Ltd? Yes  No

**I. BRANCH CALL BACK DETAILS (For official use):**

Full name of branch officer who did the call back:	
Full name of Authorized employer officer contacted:	
Rank/ Position of employer officer contacted:	
Type of call back:	Telephone Number:
	Place of Visit:
Date :	
Time:	
Comments:	
Bank official signature:	PF Number:

Customer Signature \_\_\_\_\_

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## TERMS AND CONDITIONS

### 1. DEFINITIONS

- a) "The Bank" means The Co-operative Bank of Kenya Limited and its successors and assigns.
- b) "Borrower" means the applicant(s) specified in the Applicants and their personal representatives and assigns. Where there is more than one Borrower, their obligations are joint and several.
- c) 'Application' means the Borrower's application for a Coop Personal Loan included and attached to these conditions and which forms an integral part of the Agreement.
- d) "Conditions" mean these Conditions.
- e) "Repayment date" means the day corresponding to the date of first disbursement of the Loan or any part of the Loan in each calendar month following the date of such disbursement provided that if there is no such corresponding day for the month in question, the Repayment Date for that month shall be the last day of the month and "Repayment Dates" shall have a corresponding meaning.
- f) "Agreement" means the Borrower's Application, when duly approved by the Bank and these conditions as may be amended, supplemented and restated or otherwise notified from time to time at the sole discretion of the Bank.
- g) "Account" means the Borrower's current / Transaction/ Savings account with the Bank
- h) "Security" means any security required by the bank offered as a condition for disbursement of the loan.
- i) "Loan" means the aggregate of the approved Loan Amount and the applicable Credit Life Insurance or Comprehensive Motor Vehicle Insurance Premium, or so much thereof as may have been disbursed and is from time to time owing by the borrower and includes all the Borrower's obligations.
- j) "Credit Life Insurance" means such insurance covering the insured for the risk of death or total & permanent disability to the extent of the outstanding loan amount.
- k) "Credit Life Insurance Premium" means the cost of such Credit Life Insurance.
- l) "Statement" means a statement of the Borrower's account showing the debits and credits, and includes a summarized certified account balance signed by the Bank officer.
- m) "Determine" means with respect to interest and charges to the loan such rate of interest and charges as the Bank will in its sole discretion apply to the loan from time to time and subject to the minimum specified in (s) below.
- n) "Approved" means the acceptance by the Bank of the loan applied for or such lesser sum as it may in its sole discretion agree to advance to the Borrower, including any terms of such approval as to the costs and the applicable interest rate or otherwise "Approval" shall have a corresponding meaning.
- o) "Disbursement" means the crediting of the approved loan into the Borrowers account or by any other mode making payment of the principal loan to the Borrower for his account.
- p) "Notify" means notified in accordance with clause 10 of the conditions
- q) "Collateral" means all real and personal property whether belonging to the borrower or a third party which is subject or intended to become subject to security granted to the Bank to secure the Borrower's obligation.

### 2. INTEREST

- a) The Borrower will pay interest (as well after as before any demand or judgment or the bankruptcy of the Borrower) on the loan at the rate per annum determined by the bank. Interest shall be calculated on daily balances and debited monthly by way of compound interest according to the usual mode of the Bank but without prejudice to the right of the Bank to require payment of such interest when due.
- b) The Bank shall have full power in its sole discretion to change and /or vary the rate of interest from time to time and at such intervals as it may determine such interest shall be secured in the same manner as the loan PROVIDED ALSO AND ALWAYS THAT the Bank shall within a reasonable time advise the Borrower prior to any change in the rate of interest so payable. However, any delay or failure by the Bank to advise the Borrower as aforesaid prejudice in any way howsoever the recovery by the Bank interest charged subsequent to any such change.
- c) The statement of the Bank as to the amount of interest payable or as to the rate of any interest payable pursuant to these Conditions shall be conclusive
- d) Without prejudice to condition 2b, a late payment charge will be solely fixed and / or charged by the Bank on any amount that remains unpaid after its due date.

### 3. APPROVAL, EFFECTIVENESS OF THE LOAN, AND LOAN REPAYMENT INSTALLMENTS

- a) The Bank may approve the full loan applied for, or a lesser sum, or decline the application in its sole discretion without giving any reasons. Such decision of the Bank may by endorsement to that effect in the relevant part of the Application, or by a separate letter, and in either case it shall be effective to bind the parties without any further act by the Borrower.
- b) Where a customer has applied for a vehicle purchase loan and the application has been approved, the Bank shall include the Comprehensive Motor Vehicle insurance premiums payable for the first 12 months as part of the total loan amount approved. The borrower shall be responsible for payment of subsequent premiums.
- c) The loan and these conditions shall become effective and the Borrowers obligation to the Bank shall commence immediately upon the Bank disbursing the approved amount by crediting the Borrowers Account or otherwise, by applying the principal loan proceeds for the Borrower's account.
- d) The Borrower will repay the Loan in terms of the Bank's approval or as specified by the Bank together with the interest by the number of equal ( or substantially equal) Monthly Repayment Installments in cleared funds on the Repayment Dates.
- e) The Bank will upon determination of the interest payable calculate the amount of each subsequent monthly repayment installment so as to amortize the balance of the loan and the amount of interest payable.
- f) The statement of the Bank of the amount of each monthly Repayment Installment payable pursuant to this Condition shall in the absence of manifest error be conclusive.
- g) Time for payment of each Monthly Repayment Installment is of essence

### 3A. Security:

- a) The Bank may, upon approval of the loan, accept the security offered and/ or require other additional collateral the condition to perfect the security shall remain valid and binding.
- b) Where the Bank grants the Borrower a loan for purchase of motor vehicle, the borrower undertakes:
  - i. To ensure the successful registration of the vehicle in the joint names of the borrower and the Bank with NTSA
  - ii. To keep and maintain the vehicle(s) and all parts in good order, repair, condition, to replace all missing or unfit parts and not to permit or use the vehicle(s) for racing, pace making, reliability trial speed testing, record attempting or in any competition of any nature whatsoever.
  - iii. To carry out all repairs and replacements arising from any cause, at his/her own expense provided that the borrower shall not have or be deemed to have any authority to pledge the Bank's credit for the repairs or to create a lien upon the same in respect of such repairs.
  - iv. To be responsible for the loss or destruction of or any damage to the vehicle(s) and to keep the Bank indemnified from all claims arising out of accidents either to persons or property caused by the vehicle(s) or the borrower or any of his/her agents in charge or in control of the said vehicle(s) at the time.
  - v. Not to allow the vehicle(s) out of his custody of control, or to sell, let, change or dispose of the vehicle(s) or to present himself as sole owner of the vehicle(s) or take or send or allow the vehicle(s) to be taken out of Kenya without notifying the Bank.
  - vi. To immediately notify the Bank with full details of any accident occurring to or major defect arising in the vehicle(s) and any event or circumstance which might endanger the Bank's title to the vehicle(s) or the Bank's ability to recover it in good condition upon default or termination of this agreement.

### 3B.

The signature and delivery of the loan application by the borrower is deemed conclusive evidence of the borrower's agreement to be bound by the terms of the loan as to the amount of the loan and interest as approved and determined by the Bank.

### 4. APPLICATION OF PAYMENT PROCEEDS

- a) All payments received by the Bank in respect of the Loan shall be credited only when the payment shall have been received in cleared funds. Any payments otherwise credited by the Bank in respect of the Loan shall be subject to receipt of cleared funds and in default shall not be deemed credited until receipt of cleared funds.
- b) All payments received in respect of the Loan shall be applied in or towards first, cost and expenses payable by the Borrower under these Conditions: Secondly, the amount of interest and thirdly, the Loan.

### 5. PREPAYMENT

The Borrower may prepay the whole or any part of the Loan subject to any payment being applied in order specified in condition 4.

### 6. COST AND EXPENSES

- a) The Borrower shall pay all fees, commissions and charges set out in Agreement and more specifically on the Total Cost of credit schedule. All the charges fees, commissions shall be

<p>r) "Obligation" means (a) all loans, advances, debts, liabilities owed by the Borrower, including all interest, fees, expenses, principal, premium (b) any and all sums advanced or payable in order to effect or preserve the collateral or exercising any right under the collateral; (c) in the event of any proceeding for the collection or enforcement of the obligations after an event of default shall have occurred, the expenses of realizing the collateral together with Advocates costs and court fees.</p> <p>s) "Interest" means a minimum of the Bank's Base Rate plus margin as the Bank in its absolute discretion may determine from time to time. "The Central Banks Rate (CBR)" means the publicly quoted rate subject to change from time to time</p> <p>t) Total Cost of Credit means the total cost of credit as defined in the Central Bank of Kenya Prudential Guidelines on Consumer Protection 2013</p> <p>u) "Vehicle" means the motor vehicle described in part E on the application form herein</p> <p>v) "NTSA" means National Transport and Safety Authority</p> <p>w) "Comprehensive Motor Vehicle Insurance" means such insurance covering the vehicle from all claims as may be specified in the insurance claim form.</p> <p>x) "Comprehensive Motor Vehicle Premium" means the cost of such Comprehensive Motor Vehicle Insurance</p>	<p>h) All payments shall be in Kenya Shillings in cleared funds during the normal banking hours. If any sum falls due for payment on a day which is not a day on which the Bank is open for business in Nairobi it shall be made on the immediately preceding day on which the Bank is open for business in Nairobi.</p>	<p>exclusive of the applicable excise duty and other taxes.</p> <p>b) The Borrower shall pay to the Bank forthwith upon demand all costs, (including all stamp duties and legal expenses) on a full indemnity basis incurred in connection with the negotiation, preparation and execution of the Letter, Conditions and the Security, the fulfillment of all conditions of all conditions of the Facilities, any amendment or extension of granting of any waiver or consent under and the discharge of the Letter, Conditions and/or in contemplation of or otherwise in connection with the enforcement of or preservation of any rights under the Letter, Conditions and/or any Security or in the payment of charges, fees, levies etc. due and payable by the Borrower but which the Borrower fails or neglects to pay on the due date or otherwise in respect of any monies owing under or in respect of the Facilities.</p> <p>c) The Borrower shall indemnify the Bank forthwith upon demand for any costs incurred by the Bank in taking any steps to obtain payment of moneys due under this Agreement including cost of enforcement of any security held and including costs of advocates on an advocate and own client basis.</p> <p>d) If a demand is made by the Bank under paragraph (a) or (b) above and the Borrower does not make the payment within seven days of the date of such demand, the Bank shall have the right to apply all related cost to the Borrower's Account accordingly and the Borrower hereby so confirms.</p> <p>e) On or before the date of approval of this application the Borrower will be required to deposit an appropriate amount of money in the Account for the purpose of meeting preliminary expenses for example professional and other services and costs.</p> <p><b>7. SET OFF</b></p> <p>The Bank may set off any amounts under this Agreement against any sums owing by the Bank to the Borrower (whether jointly or severally) and otherwise combine and consolidate the accounts of the Borrower with the Bank.</p>
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<p><b>8. CONSENT CLAUSE</b> The Customer expressly consents that the Bank may disclose any information including but not limited to information relating to my/our business and or the accounts maintained by us to any credit reference bureau licensed to operate business under the Banking (Credit Reference Bureau) Regulations 2008 or to any other body corporate or personal that by law or by virtue of an order issued by a competent court or tribunal are entitled to such information.</p> <p><b>9. EVENT OF DEFAULT</b> The Bank shall not be obliged to advance the Loan or where the Loan has been advanced, may demand immediate payment of all amounts owed under this Agreement, in the event that:</p> <ul style="list-style-type: none"> <li>a) The Borrower fails to pay any sum payable hereunder on its due date for payment.</li> <li>b) The Borrower fails to perform and observe any obligations under the Agreement.</li> <li>c) The Bank has reason to believe that the Borrower or any of them is, or are likely to become insolvent or have otherwise committed an act of bankruptcy.</li> <li>d) The borrower's employment is terminated by his or her employer for whatever reason</li> <li>e) The borrower is deceased</li> </ul> <p>Or in the case of a motor vehicle purchase loan:</p> <ul style="list-style-type: none"> <li>f) The borrower abandons the vehicle;</li> <li>g) A third party takes steps to levy a distress or if the distress is levied or threatened to be levied upon the premises where the vehicle may be for rent, rates or taxes,</li> <li>h) Where a judgment creditor of the borrower takes steps to levy execution upon the vehicle;</li> <li>i) The borrower fails to pay Comprehensive Motor Vehicle Insurance premiums for the second and subsequently years of insurance coverage</li> <li>j) Where the borrower allows the vehicle(s) out of his custody and control, or sells, lets, changes or disposes of the vehicle(s) or takes or sends or allows the vehicle(s) to be taken out of Kenya without notifying the Bank.</li> </ul> <p><b>9A. CONSEQUENCES OF DEFAULT</b> Upon occurrence of an event of default, the Bank shall have the right to exercise any or all of the following remedies without prejudice to any other remedy available to it;</p> <ul style="list-style-type: none"> <li>a) The Bank may initiate asset recovery measures which include but are not limited to repossession and/or auction of any asset that I/we may have pledged to the Bank as security or collateral or any vehicle jointly registered in the name of the borrower and the Bank</li> <li>b) The Bank may forward the borrower's name to a Credit Reference Bureau &amp; cause the borrower's name to be negatively listed therein</li> <li>c) The Bank may instruct an external debt collector to demand for payment of outstanding loan</li> </ul>	<p><b>10. ADDITIONAL PROVISIONS</b></p> <ul style="list-style-type: none"> <li>a) No indulgence by the Bank in respect of any of its rights under the agreement will operate as a waiver of its said rights.</li> <li>b) No amendment or variation of this Agreement shall be valid or effective unless it be in writing and signed by the necessary parties.</li> <li>c) A certificate under the hand of a manager of the Bank whose office need not be proved shall constitute prima facie proof of any amount owing in terms of this Agreement for any purpose and at any time.</li> <li>d) Reference to the masculine-gender shall include a reference to the female gender and vice versa. Reference to the singular shall include reference to plural and vice versa.</li> <li>e) The Borrower shall advise the bank immediately of any changes in his business or employment or any material or major happenings that may affect the Borrower's repayment obligations</li> <li>f) The Borrower acknowledges that no representations or inducements to enter this Agreement have been made whether orally or otherwise other than those specifically referred to herein.</li> </ul>	<p><b>11. NOTICES AND PLACE OF PAYMENT</b> Any notice to be given to the Borrower in connection with the Agreement shall be in writing and <b>may be communicated</b> to the Borrower in which event it shall be deemed to have been duly given at the time of receipt or may be given by prepaid registered post to the Borrower's postal address specified in the Application or such other postal address as may be notified by the Borrower to the bank. Any such notice shall be deemed to have been duly given on the seventh day following the date of posting. Proof of posting by a receipt or certificate of posting of a registered letter addressed to the Borrower at the address in the Application, or such other address as the Borrower may notify shall be conclusive proof that the said notice has been duly posted notwithstanding non-receipt of such notice by the Borrower. Any notice to be given to the Bank shall be in writing and shall be delivered to, at the Branch of the Bank where the application was submitted or at such other address as may be notified by the Bank.</p> <p><b>12. COUNTER PARTS</b> This Agreement may be in any number of counterparts each of which when signed and delivered shall be deemed an original, but all such counter parts together shall constitute but one and the same instrument.</p>
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**CREDIT LIFE INSURANCE AND COMPREHENSIVE MOTOR VEHICLE INSURANCE**

Credit Life Insurance covers your outstanding loan amount in case of unforeseen death or total & permanent disablement. This cover is mandated for all Loan products from the Bank. We have an arrangement with CIC Life Assurance Company Limited to provide you with this cover along with your borrowing.

Comprehensive Motor vehicle insurance covers financed vehicles against all risks as defined and stipulated in the policy document

**Declaration and Acceptance:**

1. I am aware that the Credit Life Insurance which I have applied through the Bank covers the outstanding loan amount owing to the Bank in the event of death or total & permanent disability.
2. I am aware that the Motor Insurance comprehensively insures financed vehicle against all risks as defined in the policy document
3. I understand that I have an option to obtain an insurance cover through any Insurer/Broker/Agent of my choice, licensed by the Insurance Regulatory Authority of Kenya. However, for the purpose of this car loan scheme and to ensure seamless financing and insurance arrangements, I hereby forfeit my right to choose an underwriter, broker or agent and consent to the use an underwriter approved in the panel through the Bank’s agency, Co-op Consultancy Insurance Agency Limited.
4. I understand that Credit life Insurance does not provide cover for pre-existing medical conditions, self-inflicted injury, suicide and certain other circumstances as set out in the policy.
5. All proceeds received by the Bank in respect of any claim made under the Credit Life Insurance and Motor Insurance policies will be applied by the Bank in repayment of the Loan. Any surplus after such application will be paid to the account.

I (name of borrower) \_\_\_\_\_ of P. O. Box \_\_\_\_\_ hereby acknowledge that I have read, understood and accepted the terms and conditions, and I confirm my intention to be bound by them.

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Witness Name:** \_\_\_\_\_ **Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed For The Bank**

**By:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Signature Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BANK DECISION (For official use):**

Approved / Not Approved. Loan Amount (with insurance premium) Kes. \_\_\_\_\_

Amount in words: \_\_\_\_\_

Term (Months) \_\_\_\_\_ Interest rate \_\_\_\_\_ Monthly Installments \_\_\_\_\_

Bank Officers Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_