

Insurance Premium Financing Agreement Application Form



PLEASE COMPLETE THIS FORM IN CAPITAL LETTERS

This Insurance Premium Financing Agreement (the Agreement) is made on this day of year between:

1). THE BORROWER: as set out below and includes their successors or personal representative and assignees of the first part.

Title _____ Name: First _____ Middle _____ Last _____

Gender Male Female Date of Birth

Marital Status Single Married Other _____

PIN No. _____ Nationality _____ Place of Residence _____

Postal Address _____ Post Code _____ Town _____ Country _____

Office Tel No. _____ Residential Tel No. _____ Mobile No. _____

Name of Contact Person _____ Designation of Contact Person _____

2). THE BANK: SPIRE BANK LTD, whose address is P. O. Box 52467 - 00200 Nairobi and includes its successors and assigns of the second part herein referred to as the bank.

3). THE INSURER: as set out below and includes the Insurer's successors and assigns of the third part.

| Telephone Numbers | Name of Contact Person | Designation of Contact Person |
|----------------------|------------------------|-------------------------------|
| Name of Insurer | | |
| Name of Broker/Agent | | |

DETAILS OF POLICY OR POLICIES WITH THE INSURER (POLICY SCHEDULE) / PREMIUM FINANCING REQUIREMENT/REQUEST

| Policy Number | Commencement Date | Insured Item to be financed (Subject Matter) | Expiry Date | Type of Cover (Motor/Fire etc.) | Annual Premium Due |
|----------------------|-------------------|--|-------------|---------------------------------|--------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Premium | | | | | |

THE REPAYMENT DETAILS

| | | | |
|-----------------------------------|--|---------------------|--|
| Insurance Premium (Less Interest) | | Rate % | |
| Insurance Premium + Interest | | First Instalment | |
| Number of Instalments | | Monthly Instalments | |
| Bank and Branch | | Deposit | |
| Account Name | | Account Number | |

NOW THIS AGREEMENT AND GUARANTEE WITNESS ARE AS FOLLOWS:

In consideration of the Bank agreeing to consider the Borrower's application and/or request for finance of the Premium Amount as set out herein, the Borrower represents to the Bank as follows:

- No credit facilities availed to the Borrower (including, if a body corporate or its related companies) from any bank have been recalled and/or no legal action has been initiated by any bank against the Borrower for non-payment of any such credit facilities availed thereof.
- The Bank is irrevocably authorised at its sole discretion and without prior notification to the Borrower to:
 - Carry out credit checks and obtain financial or other information (the "Information") pertaining to the Borrower from any credit reference bureaus and/or credit scoring agencies and/or other competent authority or body for purposes of evaluating the Borrower's credit application.
 - Disclose the information to credit reference bureaus, credit scoring agencies and/or other legally authorised persons or entities without legal recourse against the Bank

The Borrower acknowledges that such disclosure by the Bank shall not amount to breach of confidentiality or otherwise on the Bank's part and further shall indemnify and keep the Bank indemnified against any claims, damages and/or expenses suffered or incurred by the Bank pursuant to such access use and/or disclosure of the information.

Further in consideration of the Bank agreeing to advance to the Borrower the Premium Amount due to the Insurer (as defined in the Policy Schedule) by the Borrower being the amount payable to the Insurer under the Policy (as defined in the Policy Schedule):

1. The Borrower hereby: -

- a). Agrees to pay the Bank punctually and without any prior demand or deduction or set off whatsoever the consecutive monthly instalments 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 the Borrower and to debit the account with the premium amount and any other charges and interest as herein specified. It is a condition of this Agreement that the Borrower shall deliver to the Bank at the signing of this Agreement post-dated cheques or standing order in favour of the Bank in respect of all the instalments in the amounts and bearing the dates set out in the Schedule hereto. The Borrower hereby confirms, agrees and undertakes to keep the Bank indemnified so that should any of these cheques or standing order payments be dishonoured resulting in the non-payment of any one of the instalments, the financed policies being financed will be subject to cancellation.
- b). The first instalment shall be paid on the signing of this agreement. Subsequent instalments shall be payable monthly in advance. The maximum period of advance (the maximum period within which the Borrower shall repay the financed amount) shall be ten months.
- c). Agrees to pay to the Bank in addition to the applicable instalment interest on any instalment(s) or part instalment which remains unpaid after becoming due at a margin of 10% over the Bank's Base Rate or at such other rate of interest as the Bank may specify at its sole discretion (within the limits permitted by law and without seeking the Borrower's approval thereof). Such interest shall accrue from the day to day (after as well as before any judgment) until repaid in full.
- d). Agrees and acknowledges that the outstanding balance on the Account shall be payable on demand AND shall be payable forthwith without demand together with interest and all other monies owed by the Borrower to the Bank upon the happening of any one or more of the following Events of Default:-
 - 1). Termination of the Policy/IPF contract by the Bank;
 - 2). If any one or more of the Cheques is dishonoured on presentation;
 - 3). If the Borrower breaches any of his obligations under this Agreement;
 - 4). If Receivers and Managers or Liquidators shall be appointed over the Borrower being a corporate body or if the Bank shall receive any notice of an intention to appoint any such Receiver and Manager or Liquidator as aforesaid;
 - 5). If a petition for bankruptcy is filed or apprehended in regard to the Borrower being an individual;
 - 6). If the Borrower or the Insurer shall for any reason cancel any Policy of insurance issued hereunder or pursuant hereto;
 - 7). If it becomes illegal for the Bank or the Borrower to continue with the present arrangement;
 - 8). If there are circumstances which in the sole opinion of the Bank may have an adverse effect on the ability of the Borrower to perform;
- e). 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 prior 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 (c) above.
- 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 under the power of attorney granted hereunder to terminate the Policy and to receive a refund of 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 be credited to the Account. This obligation shall subsist until the Bank confirms in writing that the Account has been redeemed in full.
- g). 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 to 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 any premium amount or part thereof received by the Borrower on such termination or for such settlement paid under the Policy and the Borrower hereby ratifies all acts or deeds done by the Bank in the 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 thereof 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.
- h). 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).
- i). 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.
- j). Undertakes that if the Bank shall so request the Borrower shall execute in favour of the Bank by way of security a legal assignment or mortgage over the policy or cede the policy to the Bank and the Borrower undertakes to meet all costs and expenses including the legal fees payable as a result.
- k). 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.
- l). Warrants to the Bank that the Borrower has the power to enter in to 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 instruments whatsoever.

2. The Insurer (being the Guarantor)

- a). In consideration of the said Premium amount being paid to the insurer by the Bank, the Insurer hereby irrevocably and unconditionally guarantees as primary obliger that on the request of the Bank, the Insurer will refund directly to the Bank with or without formal demand and in any event no later than Seven (7) days from the first demand the prorata refund (Refundable Premium) without any deduction or set off whatsoever on failure by the Borrower to meet any or all monthly payments and/or credit charges in respect to the insurance premium collectable from the Borrower together with interest or charges thereof. The Refundable Premium shall be calculated as follows:

The Premium Amount X (365 – number of days from the date of commencement of the policy to date of demand) / 365 days

- b). The right of the Bank to the Refundable Premium and its interest as a 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.
- c). Warrants that the right to cancel the policy and to pay the Refundable Premium shall override and prevail over any conflicting provisions 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
- d). Upon the cancellation of the policy hereunder the Insurer shall comply with all statutory and common law obligations resulting from such cancellation and including without limitation the provision of notice to any third party of such cancellation where required.
- e). Covenants with the Bank that the Policy is validly in existence and that the details set out in the Schedule regarding the Policy or policies are correct.
- f). Undertakes that a certificate under the hand of an officer of the Bank as to the amounts payable hereunder shall be conclusive evidence that such amounts are due and shall be binding upon the Insurer and confirms that no failure or delay on the part of the Bank to cancel or terminate the agreement due to default by the Borrower shall impair the rights or privileges of the Bank.
- g). This guarantee:
 - 1). Shall not be affected, discharged or diminished by any act or omission which would but for this provision have exonerated a guarantor but would not have affected or discharged the Insurer's liability had it been a principal debtor.
 - 2). Shall continue in force until all the amount due to the Bank on premium financed has been paid when all liability hereunder shall cease save to the extent the Bank shall previously have called upon the Insurer in writing to pay specified moneys payable then remaining outstanding.
 - 3). Does not extend to liabilities incurred after the date of receipt by the Bank of notice of termination by the Insurer and on service of such notice the Insurer shall be at liberty to pay-off any moneys or liabilities guaranteed by the Insurer and to provide cash cover in respect of any contingent liabilities guaranteed.
 - 4). Shall be governed and interpreted in all respects in accordance with the Laws of Kenya and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the High Court of Kenya.
 - 5). The undertakings contained in this guarantee shall override any other undertakings given by the Insurer in any other documents.

AND IT IS HEREBY 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 any 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 is undelivered or returned undelivered) or if sent by telex or facsimile on the completion of the transmission **AND IT IS ALSO AGREED** that this Agreement shall not take effect and shall not be binding on the Bank unless and until it is signed by the duly authorized officer of the Bank and other parties hereto **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.

DISCLOSURE

- i). The applicant(s) agrees and consents that the Bank may disclose any information in the possession of the Bank relating to account details to any and all agents used by the Bank in the course of the operation of the account including but not limited to agents appointed by the Bank to manage the account.
- ii). The applicant(s) agrees and consents that the Bank may disclose any information in the possession of the Bank relating to this application and or account to any third party (including other institutions licensed under the Banking Laws of the Republic of Kenya and Credit Reference Agencies) if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank by the customer(s) maintaining an account with the Bank or for other purposes but within the strict confinements of the Laws of Kenya.
- iii). The applicant(s) agrees and confirm that the Bank may disclose any information in the possession of the Bank relating to this account details of the account holder to any third party (including other institutions licensed under the Banking Laws of the Republic of Kenya and Credit Reference Agencies) for the purpose of evaluating the applicant(s) credit worthiness or for any other lawful purpose.
- iv). The applicant(s) agrees and consents that the Bank may obtain any information relating to the applicant from any third party including Credit Reference institutions licensed under the Laws of the Republic of Kenya if in the Bank's opinion such disclosure is necessary for the purpose of evaluating any application made to the Bank by the customer or for any other purpose as maybe prescribed by any existing law.

ACCEPTANCE

I/We have read and fully understood the terms and conditions governing the Insurance Premium Finance facilities offered by Spire Bank and I/We hereby accept and will abide by them. I/we further confirm that I/we have independently verified the terms and conditions related to this facility including the Key Fact Documents on the Banks products and where necessary I/We have consulted other persons independent from the Bank's officials.

Applicant's Signature _____ Date

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

DECLARATION

I/We agree to be bound by the terms and conditions of this facility as per the agreement signed between I/We the Borrower, the Insurer and the Bank and the General Terms and Conditions of the Bank. I/We understand that Spire Bank reserves the right to decline this application without giving reasons.

IN WITNESS WHEREOF the Borrower the Insurer and the Bank have executed this Agreement the day and year first herein and above written:

THE BORROWER:

| Signed and Stamped/Sealed by the duly authorized officials of the Borrower: | | |
|---|--------------|------------|
| Name: | 2. Signature | Stamp/seal |
| 1. | | |
| 2. | | |

THE INSURER

| Signed and Stamped/Sealed by the duly authorized officials of the Borrower: | | |
|---|-----------|------------|
| Name: | Signature | Stamp/seal |
| 1. | | |
| 2. | | |

THE BANK

| Signed and Stamped/Sealed by the duly authorized officials of the Borrower: | | |
|---|-----------|------------|
| Name: | Signature | Stamp/seal |
| 1. | | |
| 2. | | |

A. Kindly submit the form with the requirements listed below (where applicable) to enable us review your request:

Identification documents**Individuals and business (Certified true copies of the following)**

- Copies of ID cards(s)/ Passport(s)
- Copies of PIN card(s)
- Copy of Business Registration Certificate(Sole proprietorships & Business)

Limited Companies

- Copy of Certificate of Incorporation
- Copy of Company PIN card
- Copy of Memorandum and Articles of Association
- Copies of Directors IDs and PIN cards

Other

- Current cheque or cash for 1st instalment
 - Post dated cheques for remaining instalments or signed standing instructions.
- *Cheques should be inclusive of any upcountry charges

B. Spire products. (For further information on any of our products, kindly tick on the boxes provided and we shall get in touch with you)

| | | |
|--|---|--|
| <input type="checkbox"/> Business Current Accounts | <input type="checkbox"/> Asset finance | <input type="checkbox"/> Trade Finance |
| <input type="checkbox"/> Investment Accounts | <input type="checkbox"/> Bancassurance | <input type="checkbox"/> Forex Exchange Services |
| <input type="checkbox"/> Savings Accounts | <input type="checkbox"/> Credit Cards | <input type="checkbox"/> Internet Banking |
| <input type="checkbox"/> Junior Accounts | <input type="checkbox"/> Business Loans | <input type="checkbox"/> Mobile Banking |

FOR OFFICIAL USE ONLY

| Insurance Company Approved Insurance | Company Limit Kshs. | Current Exposure Kshs. | This Request Kshs. | Total Exposure Kshs. |
|--------------------------------------|---------------------|------------------------|--------------------|----------------------|
| | | | | |

| DOCUMENTATION | | | | | | DATE RECEIVED | |
|--|---|--|---|------------|----------------|---------------|--|
| Insurance Premium | | | | | | | |
| Finance Agreement | | | | | | | |
| First Instalment (Cleared Funds) | | | | | | | |
| Monthly instalment (PD Cheques/Standing order) | | | | | | | |
| All Documentation in order | Y | | N | Checked By | Recommended By | Approved by | |
| Comments | | | | | | | |
| | | | | | | | |

| DISBURSEMENT DETAILS | | | Cheque | | RTGS | |
|----------------------|--------------------|-----------------------|--------|--|------|--|
| 1st Instalment Date | Loan Period | Total Interest Amount | | | | |
| Flat Rate | Reducing Bal. Rate | Instalment Amount | | | | |
| Disbursement Ref | Loan A/C No. | Repayment A/C No. | | | | |
| Disbursed by | Supervised By | | | | | |

KINDLY CONTACT US FOR ANY CLARIFICATION OR MORE INFORMATION AT:

NAIROBI BRANCHES

HEAD OFFICE

CHESTER HOUSE BRANCH
Equatorial Commercial Bank Centre,
Nyerere Road
P.O. Box 52467 – 00200, Nairobi
Tel: +254(20) 4981000
Fax: +254(20) 2719625

NAIROBI CBD

Chester House Ground Floor,
Koinange Street
P.O. Box 1166 – 00400, Nairobi
Tel: +254 (20) 4981000,
Fax: +254 (20) 2246309

WESTLANDS BRANCH

The Mall, Westlands (Ground Floor)
P.O. Box 39556 – 00623, Nairobi
Tel: +254(20) 4981000
Fax: +254(20) 4443505

WAIYAKI WAY BRANCH

Equatorial Fidelity Centre,
Waiyaki Way
P.O. Box 66171 – 00800, Nairobi
Tel: +254 (20) 4981000
Fax: +254 (20) 4445987

MOMBASA ROAD BRANCH

INDUSTRIAL AREA BRANCH

Sameer Business Park,
Mombasa Road
P.O. Box 27552 – 00506, Nairobi
Tel: +254(20) 3522617/8
Fax: +254(20) 3522619

Avon Centre, Enterprise Road
P.O. Box 18142 – 00500, Nairobi
Tel: +254 (20) 4981000
Fax: +254 (20) 554128

UPCOUNTRY BRANCHES

MOMBASA BRANCH

MOMBASA MOI AVENUE BRANCH
Equatorial Commercial Bank Building,
Moi Avenue
P.O. Box 88608 - 80100, Mombasa
Tel: +254(20) 4981000
Fax: +254(41) 2222633

NYALI BRANCH

NYALI CINEMAX COMPLEX,
Kongowea Road
P.O. Box 34219 – 80118, Nyali
Tel: +254 (20) 4981000
Fax: +254 (41) 471004

KISUMU BRANCH

Harley's House, Oginga Odinga Street
P.O. Box 2483 – 40100, Kisumu
Tel: +254 (20) 4981000
Fax: +254 (57) 2022744

KAKAMEGA BRANCH

Jubilee Ironmongers Building,
Canon Awori Road
P.O. Box 825 – 50100, Kakamega
Tel: +254 (20) 4981000
Fax: +254 (56) 30032

ELDORET BRANCH

Zion Mall, Uganda Road
P.O. Box 6443 – 30100, Eldoret
Tel: +254 (20) 4981000
Fax: +254 (53) 2063459

NAKURU BRANCH

Nairobi-Nakuru Highway
Apple House next State House Nakuru
P.O. Box 52427- 00200 Nairobi
Telephone Numbers:
+254 020 4981000/690.

CARD CENTRE

Equatorial Fidelity Centre
Waiyaki Way, Opposite New Safaricom Hse

Customer Care

Tel: +254 (20) 4981500

Authorisation

Tel:+254 (20) 4981501
Cell: 0722344220 /0733600512
Email: senator@spire.co.ke

