

TRI- PARTITE INSURANCE PREMIUM FINANCE AGREEMENT

This insurance premium finance agreement ("this agreement") is made the..... day of/..... between:

The borrowerwhose ID/TIN is.....of P.O. Box.....

Town.....telephone number.....

being the person(s) or company (ies) named in the policy schedule hereto and includes the borrower's successors(s) or personal representatives(s) (as the case may be) and assigns of the first part:

The BPR Bank Rwanda PLC whose address is care of P.O. Box number 1348 Kigali in Republic of Rwanda and includes its successors and assigns of the second part; and

The insurerWhose address is care of P.o. Box Town.....

telephone number..... being insurer named in the policy schedule hereto and includes the insurer's successors and assigns of the third part.

The policy Being the policy or policies (as the case may be) set out in the policy schedule

REPAYMENT DETAILS

Premium Amount		Interest rate (%) (FLAT)	
Interest Monthly		Monthly Instalments	No of Instalments
Mode of repayment		Monthly due date	
Account number			
Insurance Broker		TEL. NUMBER	

POLICY SCHEDULE

Type of cover (motor/ fire,etc)	Policy no.	Start Date	End Date	Registration/serial no.	Premium Amount

NOW THIS AGREEMENT AND GUARANTEE WITNESSETH AS FOLLOWS:

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 hereto)

The borrower hereby

Agrees to pay to the bank punctually and without prior demand or deduction or set-of whatsoever the consecutive monthly instalments in the policy schedule hereto and in the manner therein and herein set out and to give effect hereto the borrower authorizes the bank to open a loan account ("the account") in the name of borrower and to debit the account with the premium amount and any other charges and interest as herein specified. The first instalment shall be paid on the signing of this agreement .subsequent instalments shall be payable monthly in advance.

Agrees to pay to the bank in addition to the applicable instalments interest on any instalment(s) or part instalment which remains unpaid after becoming due at the rate of 3% p.a. over and above the interest rate charged to the account or 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 to accrue from day to day (as well after as before any judgement) until repaid in full.

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 moneys owed by the borrower to the bank upon the happening of any one or more of the following events default:-

Termination of the policy by the bank

If the borrower breaches any of his obligations under this agreement

If receivers and managers or liquidators shall be appointed over the borrower being a corporate company or if the bank shall receive any notice of an intention to appoint any such receiver and manager or liquidator as aforesaid.

If the borrower or insurer shall for any reason cancel the policy of insurance issued hereunder or pursuant here to

If it becomes illegal for the bank or borrower to continue with the present arrangement.

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 the borrower's obligations hereunder or under the policy.

Warrants to the bank that the policy is valid and the borrower agrees 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 a default whereby the process 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 or any of the borrowers 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 on that behalf with interest as provided above shall be debited on 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.

Authorises 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 rights to terminate the policy and to receive the 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 authorisation any in any event the borrower confirms that the borrower shall hold any monies paid to the borrower by the insurer under the policy in trust for the bank and shall immediately upon receipt surrender such monies to the bank to be credited to the account. This shall subsist until the bank confirms in writing that the account has been redeemed in full.

Appoints the bank to 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 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 in full and the balance (if any) released to the borrower.

Undertakes to pay all costs (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 credited in the account).

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.

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 to the bank and the borrower undertakes to meet all costs and expenses including the legal fees payable as a result.

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 right power or privilege.

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 the observation of the borrower's obligations hereunder will conflict with or result in any breach of any law regulation mortgage agreement or other instrument whatsoever.

The insurer being the guarantor

Covenants with the bank that the policy validly exists and 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:

The premium amount X (365- number of days from the date of premium payment by the bank to date of demand) / 365days

The right of the bank to the refundable premium as its interest as its financier or assignee shall be noted on a policy or way of an endorsement to be issued in respect thereof following the execution of this agreement and the insurer shall provide the bank with written proof of compliance with this sub-clause upon demand.

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 a claim has arisen or payment has been made under the policy unless the payment is made to the bank.

Upon the cancellation of the policy hereunder the insurer shall comply with a 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 were required.

In consideration of the said premium amount being paid to the insurer by the bank, the insurer hereby give irrevocable, unconditional guarantee as primary obligor that on the request of the bank, the insurer will refund directly to the bank, the same insurance premium of failure by the debtor to meet any or all monthly payments and/or credit charges in respect to the insurance premium collectable from the debtor by the bank. The refund be payable within seven (7) days of such refund request.

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 us.

To the extent of the obligations herein set out on the part of the insurer/guarantor hereby guarantees performance by the borrower of the borrower's obligations and indemnities the bank of any loss whatsoever arising from the said premium finance. By executing this agreement, the insurer herein provides their cooperate guarantee in favour of the bank towards satisfaction of the debt in respect of the premium insurance loan above failing which the insurer/guarantor undertakes to refund to the financier the refundable premium amount as provided in clause 2(a) above.

The insurer agrees that the bank may at anytime without notice after as well as before any after as well as before any demand and notwithstanding any settlement of account or other matter combine or consolidate all or any then existing accounts including accounts in the bank's name (whether current, deposit, loan or any other nature whatsoever whether subject to notice or not and whatever currency denominated) of the insurer alone or jointly with others wherever situated or set off or transfer any sum standing to the credit of one or anymore such accounts in or towards satisfaction of the indebtedness of the borrower to the bank.

Until the ultimate balance owed by the borrower to the bank has been paid or satisfied in full to the bank shall have a lien to all property and assets of the insurer from time to time in the possession of the bank whether registered in the name of the bank or its nominees or otherwise and whether the same be held safe custody or otherwise.

In the event that the borrower is placed under bankruptcy, liquidation or insolvency or the presentation of a petition for

the making of an administration or bankruptcy order in respect of the borrower or the making of any such order, the insurer undertakes to pay to the bank any sums due to the bank under this agreement. AND IT IS HEREBY AGREED THAT any notice or demand shall be deemed to have been properly served on any part hereto if delivered by hand or sent by registered post or facsimile at their address or at the registered offices or the physical address shown on herein 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 if sent by facsimile on the completion of 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 bank and other parties here to AND IT IS ALSO AGREED THAT if the borrower is more than one person then obligations on the part of the borrower shall be joint and several AND IT IS ALSO AGREED THAT any dispute or difference arising between the parties for or in connection with this agreement or its performance construction or interpretation shall be referred to courts of Rwanda.

IN WITNESS WHERE OF the agreement has been duly executed by or on behalf of the borrower, the insurer and the bank have executed this agreement the day and year first herein above written

Individuals / Registered Businesses.....Signed by the duly authorised.....

I CERTIFY that the above named appeared before me on the.....day of.....20.....and (being acknowledged the above signature or mark to be his/hers and that he/she had freely and voluntarily executed this instrument and understood its contents.

Limited companies.....Signed by the duly authorised.....

I CERTIFY that the above named appeared before me on the.....day of.....20.....and (being acknowledged the above signature or mark to be his/hers and that he/she had freely and voluntarily executed this instrument and understood its contents.

Insurance companies.....Signed by the duly authorised.....

I CERTIFY that the above named appeared before me on the.....day of.....20.....and (being acknowledged the above signature or mark to be his/hers and that he/she had freely and voluntarily executed this instrument and understood its contents.

BPR Bank.....Signed by the duly authorised.....

I CERTIFY that the above named appeared before me on the.....day of.....20.....and (being acknowledged the above signature or mark to be his/hers and that he/she had freely and voluntarily executed this instrument and understood its contents.

Regulated by the National Bank of Rwanda