



NCBA BANK KENYA PLC

RESTRUCTURE TERMS AND CONDITIONS

1. Introduction

These terms and conditions apply to the loan restructure offered by NCBA Bank Kenya PLC (the **Bank**) to its customers for the repayment of their loans (Restructure Terms and Conditions).

2. Definitions and Interpretation

- 2.1 The words and phrases listed below shall bear the following meanings in Restructure Terms and Conditions, unless the context clearly indicates otherwise:
- a) **“Customer, you or your”** means any person, firm, partnership or corporate body, where the context permits;
 - b) **“Loan”** means any personal loans (secured or unsecured), asset finance loans and corporate/business loans but excludes Insurance Premium Finance (IPF) loans;
 - c) **“Interest”** means interest rate applicable to the Customer(s) Loan;
 - d) **“Loan Restructure”** means the restructure repayment terms provided by the Bank for the repayment of the Customer(s) loan(s);
 - e) **“Period”** means the period specified in the Loan Restructure provided by the Bank;
 - f) **“SMS”** means a short message service provided for application of the Loan Restructure by means of a text or data message to the cellular handset of the Customer; and
 - g) **“Website”** means the Bank’s website; <https://ke.ncbagroup.com/>
- 2.2 Any reference in these Restructure Terms and Conditions to the singular includes the plural and vice versa, any reference to persons includes both natural and juristic persons and any reference to a gender includes the other gender.
- 2.3 Any clause headings inserted into these Restructure Terms and Conditions have been inserted for convenience only and shall not be taken into account in interpreting the terms and conditions.
- 2.4 Words and expressions defined in any other part of these Restructure Terms and Conditions shall, for the purposes of that part, bear the meaning assigned to such words and expressions in that part.
- 2.5 To the extent that any provision of these Restructure Terms and Conditions conflicts with any law, then to the limited extent of such conflict, such provision shall be severed from these Restructure Terms and Conditions without affecting the enforceability of the remainder of these terms.



3. Customer's Acceptance of the Loan Restructure

- 3.1 You confirm acceptance of the Loan Restructure by sending your Identity Document number to the Bank's SMS short code 16116.
- 3.2 By your acceptance as set out in 3.1 above, you confirm that the information provided is true and correct and the Bank shall not be under a duty to make any further verification of the acceptance and any transaction made pursuant to the acceptance shall be binding on the Customer and the Bank shall not require a written confirmation bearing my/our actual signatures in accordance with my/our mandates.
- 3.2 You confirm that the specific Loan Restructure will be applicable to your Loan(s). The Bank shall share within 7 days of acceptance by you of the Loan Restructure a repayment schedule setting out the repayment dates and the specific amounts of each repayment instalment which shall form a part of these Restructure Terms and Conditions.
- 3.3 If you do not wish to accept the Loan Restructure, you may not respond. Please ensure to sufficiently fund your account to meet your scheduled repayments for your Loans.
- 3.4 You understand and confirm that the Bank has the absolute discretion to approve or decline your acceptance of the Loan Restructure. If the Bank approves your acceptance of the Loan Restructure, the application of the Loan Restructure to your Loan will be as per clause 4 below.

4. Application of the Loan Restructure to your Loan

- 4.1 The Loan Restructure will be effective within seven (7) days from receipt of your response.
- 4.2 The Loan Restructure will apply to facilities of any currency.
- 4.3 The Loan Restructure will be granted for facilities whose monthly repayment installments were not applied for the Loans. The Bank will waive the default interest rate applicable and extend the loan term by the number of months of monthly repayment installments that were not collected, up to a number of three (3) monthly repayment installments. Please ensure to sufficiently fund your account to meet the monthly principal and interest repayments for your Loan, upon effect of the Loan Restructure.

5. Agreement

- 5.1 In consideration of the Bank offering the Loan Restructure, you agree to be bound and confirm to have read, understood and accepted the Restructure Terms and



Conditions, any other agreements, disclosures, rules or notices relating to the Loan Restructure as may be posted on the Bank's Website or otherwise made available to you, as applicable and as amended from time to time.

- 5.2 You agree that the Banks General Terms and Conditions and all other terms and conditions for your existing facility Letter of Offer (s)/Application(s) ("Existing Agreements"), remain unchanged and continue to be in full force and effect, save as amended by these Restructure Terms and Conditions, and constitutes a legal, valid and binding obligation until full settlement of the Loan(s).
- 5.3 Any reference to the Existing Agreement(s) shall be deemed to be a reference to the Existing Agreement(s) as amended by these Restructure Terms and Conditions.
- 5.4 In the event of any ambiguity arising or conflict existing between the provisions of these Restructure Terms and Conditions and those of the Existing Agreement(s), the provisions of the Existing Agreement(s) shall prevail except as varied by these Restructure Terms and Conditions.
- 5.5 You may print and store a copy of this Restructure Terms and Conditions for your records and you may also read these Restructure Terms and Conditions from time to time and at your convenience on the Bank's Website.
- 5.6 You accept the Bank has the right to change the Restructure Terms and Conditions.

6. Indemnity

- 6.1 You undertake to keep the Bank indemnified at all times against all actions, proceedings, claim, loss, damage, costs and expenses which may be brought against the Bank or suffered or incurred and which shall have arisen out of or in connection with the Loan Restructure and these Restructure Terms and Conditions.
- 6.2 The Bank accepts no liability and will not be liable for any loss or damage arising directly or indirectly (including special, incidental or consequential loss or damage) from the Restructure Terms and Conditions howsoever arising, including any loss, damage or expense arising from, but not limited to, any defect, error, imperfection, fault, mistake or inaccuracy with these Restructure Terms and Conditions or the Loan repayment schedule, its contents or associated services, or due to any unavailability of any contents or associated services.