**PENSION AND EMERGENCY RELIEF LOAN APPLICATION AND AGREEMENT FORM**

**CLASS D**

 **(Government Employees)**

***Exhibit 1***

# TO BE FILLED UP BY THE APPLICANT/BORROWER

|  |  |  |  |
| --- | --- | --- | --- |
| Type of Loan: | 🗌 New | 🗌 Renewal |  |
| APPLICANT (*First Name, Middle Name., Surname*) | PN Number |
| Current: Bldg/ Street/ Subd | Current: Barangay |
| Current: City/ Municipality | Zip Code |
| Current: Province |
| Provincial: Bldg/ Street/ Subd | Provincial: Barangay |
| Provincial: City/ Municipality | Zip Code |
| Provincial: Province |
| Mobile No. | Email Address | TIN | SSS/GSIS No. |
| Birthdate | Age |  Birth Place*(Municpality, Province)* | Gender🗌 Male 🗌 Female  | Civil Status🗌 Single 🗌 Married 🗌 Widow | Mother’s Maiden Name(*First Name, Middle Name, Surname*) |
| SPOUSE (*First Name, Middle Name, Surname*) | Spouse Birthdate |
| Department | Years in Service | Employee No. | Position | Employment Start Date |
| Position Type🗌 Rank & File 🗌 Officer  | Basic Pay | Net Pay | Bank Account No. |
| Loan Amount | Loan Term |
| Insurance Provider | Name of Beneficiary |
| Purpose of Loan |

Signature Over Printed Name of Applicant/ Borrower

DATE

**Terms and Conditions**

1. **Loan Purpose**
The Loan shall be used exclusively for the Borrower’s purchase on installment for his/her personal use or that of his/her family and not for business or resale, barter or hire of a house, lot, motor vehicle, appliance or furniture.
2. **Loan Amount and Disbursement**
The approved Loan amount, interest, and repayment terms shall be as indicated in the Promissory Note. Disbursement shall be subject to Bank approval and compliance with all requirements.
3. **Loan Release**

The Loan proceeds shall be credited only to the Borrower’s LANDBANK ATM payroll account.

1. **Interest Rate and Adjustment**Interest shall be at a fixed rate of \_\_\_\_\_% per annum, payable monthly in arrears on the same day as the monthly amortizations. However, the interest rate on the Loan may be adjusted upward or downward if, during its term or renewal, any law, rule or regulation is issued which has the effect of increasing or decreasing the Lender’s cost of funds or intermediation cost, including reserve requirements, taxes, salaries or wages. The Borrower shall be notified of such adjustment which will take effect on the immediately succeeding amortization payment following such notice. The Borrower shall be given thirty (30) days from receipt of notice to inform the Lender whether it accepts the adjusted interest rate or not. The failure of the Borrower to respond shall constitute an acceptance of the adjusted interest rate. Should the Borrower disagree, it shall inform the Lender of its intention and prepay the Loan in full together with the accrued interest and other charges which may be due thereon. In case the Borrower fails to prepay, the Bank may, at its own discretion, consider the Loan as due and demandable, unless the Borrower advise the Lender of its acceptance to the adjusted interest rate.
2. **Repayment Terms**a. The Loan shall be payable in \_\_\_\_\_ months (s) through equal monthly amortizations, with payments debited by LANDBANK from the employee-borrower’s Payroll

Account on the scheduled remittance date.

* 1. Pre-payment shall be allowed subject to a one percent (1%) pre-termination fee capped at P10,000. Provided, that Borrower at Calamity Stricken Areas of Emergency Relief Loan shall be waived. Partial prepayments shall be applied to the subsequent amortizations.
1. **Automatic Debit Authorization**

The Borrower authorizes the Lender to debit, without need of prior notice, from any deposit account being maintained with Lender for all such amounts that may be due the Lender under this Agreement, including those that may result from acceleration.

1. **Penalties**
Failure to pay principal or interest on time shall incur a penalty of two percent (2%) per month on the overdue principal.
2. **Payroll Account Tagging**
The Bank is authorized to tag or hold an amount equivalent to one (1) month amortization in the Borrower's payroll account upon loan release. The tagged amount shall be applied upon default on payment. In such case that the tagged amount was used to pay the monthly amortization, the branch may again tag/hold the amount equivalent to one (1) month amortization. The tagging shall only be lifted after full payment of the loan.
3. **Fees and Charges**
Borrower shall bear all fees related to the Loan, including but not limited to Credit Life Insurance premiums, documentary stamp tax and system fees, shall be automatically deducted from loan proceeds. Provided, that system and pre-termination fees shall be waived for Borrower at Calamity-Stricken Area who availed Emergency Relief Loan.
4. **Insurance and Beneficiary Designation**
Borrower consents to the Bank disclosing account information to the Insurance Provider for Credit Life Insurance purposes. Proceeds shall first satisfy outstanding Bank obligations; any excess will be paid to the designated beneficiary in accordance with applicable laws.
5. **Right to Cancel**
Borrower may cancel this Loan Agreement within two (2) banking days after signing, provided no funds have been drawn and no bank certifications have been requested in favor of the borrower’s deposit account where proceeds are credited. Reasonable administrative fees may apply.
6. **Borrower Loan Default**

Each of the following event shall constitute an Event of Default:

a) Borrower’s failure to pay any amount in connection with this Loan when due.

b) Any material representation or warranty made by the Borrower shall prove to have been incorrect or misleading at the time it was made or deemed to have been made.

c) Separation, termination or transfer from present employment

d) Borrower’s failure to perform or any other term, obligation and covenant in this Agreement.

If an Event of Default has occurred and is continuing pursuant to this Agreement, the Lender may, by written notice to the Borrower, declare all or part of the Loan, together with interest accrued and unpaid thereon, and all other unpaid sums be forthwith due and payable, whereupon the same shall become immediately due and payable, without need of demand which is hereby expressly waived by the Borrower. The Lender shall have the right to exercise and enforce all rights and remedies now or hereafter available to it.

1. **Data Privacy**
Borrower consents to the collection, use, and disclosure of personal, sensitive, or confidential information by the Bank in accordance with applicable data privacy laws for the administration of the loan and related services.
2. **Legal Costs**
In the event that the Lender is compelled to seek legal action with the assistance of an Attorney, the Borrower hereby agrees to pay Attorney’s Fees equivalent to ten percent (10%) of the total due, exclusive of other legal cost that the Lender may incur.
3. **Governing Law and Jurisdiction**
This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines. Furthermore, the Borrower hereby agrees that the venue of any action that may arise in connection with this Agreement, shall be exclusively in the proper courts of the Philippines.

Signature Over Printed Name of Applicant/ Borrower

DATE

**For Bank’s Use:**

|  |  |  |
| --- | --- | --- |
| Verified By: | Reviewed By: | Approved By: |

ACTN: PN Approval:

PNCR: PN Release: