



10 USSD LBF REFINANCE

10.1 The Loan

- 10.1.1 An existing pre-qualified LBF loan can be refinanced only once, if a client needs a second refinancing, then the request should be channeled through the nearest LBF branch or call center via telephone number 0200300500.
- 10.1.2 Only prequalified clients are eligible to apply for the LBF refinance loan via USSD.
- 10.1.3 PCUL reserves the right to amend the initial notice with the Registrar of Security Rights to capture the LBF Refinance loan amount advanced via USSD.

10.2 Charges

- 10.2.1 An approved USSD LBF refinance loan will attract the following loan origination costs:
 - 10.2.1.1 Appraisal fees of 4% of the top up amount.
 - 10.2.1.2 Security Perfection fees of Ugx 18,000
 - 10.2.1.3 Tracking Fees of Ugx 75,000 per month for each motor vehicle.
 - 10.2.1.4 Stamp duty UGX 15,000.
- 1.2.2. The total loan amount is the loan amount plus full term interest whereas the top up amount is the refinance amount applied for.
- 10.2.3 It is hereby understood and agreed that the loan origination costs and appraisal fees shall be capitalized and amortized over the loan tenor/loan term.

10.3 Interest Rate and Interest Calculation

- 10.3.1 The total interest chargeable on the facility is calculated at a flat rate of 4% per month on the base of the principal loan amount plus capitalized fees (where applicable) subject to the applied loan term. In accordance with globally accepted International Financial Reporting Standards (IFRS), principal and interest repayments on the loan amortization schedule shall be calculated on the basis of an equivalent reducing balance interest rate of up to a maximum of 6.64% subject to the loan term, which shall form the basis of calculating the outstanding amount due in the event of a prepayment.

10.4 Applicable Roll over Interest and Bank Charges accrued

- 10.4.1 In the event of default, Roll over interest of 1% shall be charged against the principal overdue on a daily basis until full payment of the amount due. Default shall be deemed to have occurred if any of the installments is not paid on its due date.
- 10.4.2 Where a cheque/instrument provided by the Borrower is dishonored, the actual costs incurred by PCUL for each dishonored cheque/instrument shall be recovered from the Borrower.
- 10.4.3 Consequently, PCUL will be entitled to repossess and dispose off the motor vehicle/ collateral in such manner as it may in its sole discretion determine to be in its best interest and the Borrower is obligated to cooperate accordingly.
- 10.4.4 Upon repossession of the motor vehicle, PCUL will temporarily halt banking of the subsequent cheques/instruments in its custody until the loan is regularized or fully settled.

10.5 The security asset

- 10.5.1 Where a motor vehicle has been provided as security asset, you undertake to:

- 10.5.1.1 Allow PCUL to register a caveat on the logbook for the duration of the loan as a representation of its interest in the motor vehicle.
- 10.5.1.2 Keep and maintain the vehicle in good order and condition (fair wear and tear only excepted) and will be fully responsible for any loss thereof or damage thereto however occasioned.
- 10.5.1.3 Keep the vehicle insured at all times. PCUL shall be entitled to the full benefit of the Insurance Policy thereof including claims that might at any time be outstanding. Any monies received by virtue of such insurance shall at the discretion of PCUL be applied in replacing or restoring any loss or damage in respect of which the same shall be received or in or towards liquidation of the amount for the time being due by you to PCUL under this agreement.
- 10.5.1.4 To renew the Insurance Policy 7 days before expiry thereof. Failure to which PCUL shall make its own arrangements to have the asset comprehensively insured to safeguard our financial interest in the asset.
- 10.5.1.5 Not use the motor vehicle nor permit it to be used for any purpose not permitted by the terms and conditions of the Insurance Policy nor permit to be done any act or thing by reason of which such Insurance Policy may be invalidated.
- 10.5.1.6 Not take, or permit to be taken, the motor vehicle out of the Republic of Uganda.
- 10.5.1.6.1 Where you intend to take the said motor vehicle out of the Republic of Uganda, you will be required to notify PCUL in writing through our email info@platinumcredit.co.ug and you will further be required to obtain a COMESA Yellow Card Insurance Cover at your own cost.
- 10.5.1.7 Punctually pay all licenses, duties, fees, and registration charges as and when they fall due.
- 10.5.1.8 Endorse PCUL as the principal beneficiary of any dues arising from an insurance claim relating to the motor vehicle used as security.
- 10.5.1.9 The borrower consents to PCUL appointing the service provider to install a tracking device for the duration of the loan term.
- 10.5.1.10 You shall ensure that the tracking device of the motor vehicle used as security is not tampered with/and or damaged and:
- 10.5.1.11 In the event that the motor vehicle will not be in use for any period of the loan and within not less than one month from obtaining the facility, notify PCUL of the specific dates, and arrange to have the said Motor Vehicle to be held at an approved yard.
- 10.5.1.12 Should the tracking device develop a technical fault within the course of this loan agreement, PCUL and or the tracking company service provider will contact you. It's your responsibility to cooperate with PCUL and or the service provider to ensure that the vehicle is submitted to the service provider for issue of solution, and restoration of the transmission signal to normal status. In the event that you fail to cooperate, PCUL will institute repossession procedures of the subject motor vehicle after 24 hours from notification, for storage at a designated yard, at your cost.
- 10.5.1.13 In the event that the borrower is found to have tampered and destroyed the tracking device, a new device will have to be purchased and installed at your cost.
- 10.5.2 Upon full payment of the loan and related charges PCUL shall with draw its caveat on the motor vehicle logbook that was provided by the borrower within 7 working days from the date when the loan is cleared. This period shall however not apply where the delay in withdrawing the caveat is caused by other factors beyond PCUL's control. 10.5.3 This agreement is governed by all the terms and conditions of the Security Interest in Movable Property Act, Cap 293, laws of the Republic of Uganda.
- 10.5.4 PCUL is also at liberty to discount on or trade in the debt arising from this loan without making any further reference to you.
- 10.6 **Cheques**
- 10.6.1 After disbursement of the USSD LBF refinanced amount, you must within 7 days submit new cheques as per the new loan schedule, failure to which PCUL will repossess the security/asset and the actual cost of repossession will be incurred by you.

10.6.2 In case of default, the normal collections process as per the terms and conditions of the LBF loan facility shall apply.

10.7 Disbursement

10.7.1 Disbursement may be done via Mobile Money up to a maximum amount of Ugx 10,000,000, any higher amounts will be disbursed to your bank account.

10.8 Additional terms and conditions

10.8.1 The terms and conditions under which the original loan was approved will apply to the new USSD LBF refinance loan, in addition to the new terms which are specific to the USSD LBF refinance loan.

10.9 Maximum loan amount

10.9.1 Each eligible borrower will be provided with a specific maximum amount subject to a maximum of Ugx 50,000,000 which they can apply for, this amount shall be determined during pre-qualification.

10.10 The security asset

10.10.1 The existing security shall be used as a continuing security for the USSD LBF refinance loan.

10.10.2 PCUL shall reserve the right to amend the initial notice with the Registrar of Security Rights to capture the refinanced amount.

10.11.1 Refinance Criteria in respect of multiple pre-existing loans

10.11.2 Where the Borrower has more than one pre-existing LBF loan/facility, the Borrower can refinance any qualifying loan/facility.

10.12. Early settlement.

10.12.1. The borrower has a right to settle the loan before expiry of the loan term, and in such a case the Borrower shall request for a payoff quotation from the Lender which shall contain the amount the borrower is liable to pay at the time of settlement. In the event that the loan is settled early, the borrower will **NOT** be charged early settlement fees.

10.12.2. The payoff quotation shall be valid for a specified period and the borrower undertakes to pay the amount quoted within the said timelines, failure of which the loan will continue running.

10.12.3. The Borrower shall incur a charge of UGX 20,000/= for every payoff quotation issued.

10.13. Cooling off

10.13.1 Where the loan is cancelled at any stage of processing before disbursement of the funds, the Borrower shall be obligated to pay any loan origination costs incurred.

10.13.2. Cancellation of the loan before disbursement of the funds should be communicated in writing by an official letter.

10.13.3. If the loan is cancelled after receipt of the funds, the Borrower shall refund the disbursed amount plus the loan origination costs within 5 working days of receipt of the said funds, and the same shall be communicated in writing through an official letter accompanied with the proof of refund. Failure to which interest shall be charged.

11. PCUL'S DATA PROTECTION POLICY

11.1 It is hereby understood and agreed that the data herein has been directly obtained from the Borrower who has provided this data to PCUL to facilitate the processing of the loan facility sought by the Borrower.

11.2 It is hereby understood and agreed that by signing this contract, the Borrower;

11.2.1 Must provide personal data which is required for facilitating the processing of the loan facility, the establishing and maintenance of business and for the fulfillment of PCUL's contractual and legal obligation;

11.2.2 Consents to PCUL processing the data as per its internal company policy;

11.2.3 has given consent to PCUL to continue holding and processing the data provided even after all obligations under the loan facility has been settled for a variety of purposes including but not limited

- to research, product development, analysis of market trends, operation of PCUL's regulations and procedures;
- 11.2.4 is at liberty to exercise its rights as a data subject and as is provided by the Data Protection and Privacy Act, Cap 97, Laws of Uganda;
 - 11.3 PCUL undertakes to ensure that the personal data provided by the Borrower is processed in accordance with the Data Protection Act, Laws of Uganda.
 - 11.4 For queries and more information on our Data Protection Policy, the Borrower may contact our Data Protection personnel at dpo@platinumcredit.co.ug.
 - 11.5 Kindly access our website on <https://platinumcredit.co.ug> to view our Data Privacy Statement.
- 12. DISPUTES, CLAIMS OR COMPLAINTS**
- 12.1 You may contact the Call Centre through 0200300500 to report any disputes, claims or complaints;
 - 12.2 Any dispute arising out of or in connection with this agreement that is not resolved by Call Centre should be reported in writing through our email on info@platinumcredit.co.ug.
 - 12.3 This agreement shall be governed and construed in accordance with the laws of the Republic of Uganda.