



CEBU CFI COMMUNITY COOPERATIVE

Esperanza Fiel Garcia Bldg. Capitol Compound, Capitol Site, Cebu City Philippines 6000

Tel. No. (032)255-25-25

Facebook Page : <https://www.facebook.com/CFICoopOfficialPage/>

Webpage: www.cficoop.com

NEW ATM SALARY LOAN APPLICATION

(Loans paid thru Applicant's Payroll ATM Card or Post-Dated-Checks)

Name : _____
 (Last Name) (First Name) (Middle Initial) (Suffix)

Date of Birth : _____ Email Address : _____ Cell Phone No.: _____
 Facebook ID: _____

Postal Address : _____ Employer/Office : _____

Amount of Loan Applied for: _____ Term: 12 months 24 months 36 months 48 months 60 months 72 months

UNDERTAKING with Authority to Auto Deduct

The undersigned hereby agrees and commit to be bound by the following conditions and representations.

- To pay the loan herein applied for in accordance with its terms and conditions inclusive of interest and whatever penalties imposed, if any. I understand that the amount of loan actually approved may be lower than the amount herein applied for as my application will always be subject to the maximum allowable loan I may qualify pursuant to my computed monthly payment capacity.
- That the loan proceeds shall be subject to the payment of the required fees and outstanding loan balances or overdue installment payments I have with the Coop.
- That in the event the loan herein applied for, becomes in default. I hereby agree that the loan or any outstanding balances shall constitute a lien to whatever salary or compensation I have with my employer/agency or whatever accrued benefits is due to me in the form of commutation of leave credits; terminal leave, vacation leave and similar benefit pursuant to the provision of Article 58 of R.A. 9520 or Philippine Cooperative Code of 2008.
- The said loan in default shall also be a lien to whatever deposit/s capital I have with any banking/financial institution, including the Coop pursuant to article 59 of RA 9520.
- That this undertaking shall serve as an instrument authorizing my employer or my office/agency/institution to effect payment of whatever loan obligation I have with the Coop through salary deduction or commutation of my leave or terminal benefit or similar benefits.
- That all notices regarding my loan shall be considered sufficient notice if sent through my given address text to the current cell phone number/social media account and/or email I have supplied in this application unless such address, number/social media account was changed and such change was formally relayed to the coop in writing.
- That the net proceeds of my loan can be deposited on my current bank account on record with the Coop as supplied in this application or in my savings deposit account with CFI, at the option of the latter.
- I am fully aware that my loan in default may be referred to the Credit Information System for information and viewing by other Financial Institutions.
- In case of a collection suit, the Undersigned agrees that Scanned copy and/or electronic of this loan application can be used as a supporting document in the case filed against me. In addition, I agree to pay an additional 30% of the total amount of the suit for attorney's fees and costs of the suit.
- I hereby agree to assign my CFI deposits, either savings or time, in payment of an installment obligation in arrears or whatever outstanding balances past due or deemed in default. The Coop is hereby authorized to immediately apply the said deposits as payment to my loan in arrears or in default without need of prior notice and or demand.
- I, hereby waive my rights under applicable laws on bank secrecy and information security existing or may hereafter be enacted, such as Republic Act (R.A) No. 1405 (The Secrecy of Bank Deposits), R.A 6426 (Foreign Currency Deposit Act), R.A 8791 (The General Banking Law), R.A 10173 (Data Privacy Act), and authorizes CFI: (a) pursuant to BSP Circular No. 472 Series of 2005, as amended, and as implemented by BIR Revenue Regulation RR 4-2005, to verify with the Bureau of Internal Revenue Regulation(BIR) (or such other taxing authority that may substitute it) in order to establish authenticity of the annual income tax returns and accompanying financial statements and documents or information submitted by me, (b) to inquire into any of the deposit accounts or properties maintained by me with the CFI its parent subsidiaries or affiliates for the purpose of implementing the Automatic Debit Authorization or set-off provisions and (c) obtain from or disclose to my parent, subsidiaries, affiliates, or credit bureau any information of myself, the Loan/Line or this Agreement, as CFI may deem necessary to exercise its right under this Agreement or as may be allowed or required by applicable laws, rules and regulations. I also hereby authorize the CFI to request information on the status of any court to which he/she/it is a party. Pursuant to R.A. 9510 (Credit Information System Act), I finally authorizes the submission of basic credit data in connection with any credit availment from the CFI to the Credit Information Corporation (or its successor entity) and authorize the latter to provide the same information to BSP.
- Finally, I have read all the terms and conditions of this loan and hereby agree to be bound thereof.

Signature of Applicant Above Printed Name

CERTIFICATE OF NET TAKE HOME PAY

Basic Salary: _____
 Net Take Home Pay: _____
 Employment Status: Permanent Co - Terminus
 Casual Elected

Certified By: _____

SIGNATURE OVER PRINTED NAME OF
AUTHORIZED FINANCE/ PAYROLL OFFICER

CO-MAKER STATEMENT

I _____, with complete postal address at _____ and with cellphone number _____ hereby agree to be jointly and severally or solidarily liable for the loan applied for above or when its renewal in the event the applicant will be in default in the payment of the said loan or renewed loan of the same.

Signature of Co-Maker Over Printed Name

Submit the following:

- Proof of Billing / Residency / Brgy Clearance
- Valid IDs w/3 signatures
- Valid IDs of Co-Maker w/ signatures
- Certificate of Employment w/ Employment Status / Service Record
- Latest Payslip/ Payroll (1Full Month) signed by payroll maker
- Bank Statement- 12months
- ADA Form
- Certificate of Net Take Home Pay
- "With/Without Incoming Deductions" note from the Payroll Maker/Accountant

TERMS AND CONDITIONS

1. DEFINITION OF TERMS

- a. **ATM Salary Loans-** Loans to members whose agency or office do not have an existing MOA with the COOP and payment is effected through submission of postdated checks or through an auto-debit arrangement allowing the Coop to debit the payment directly through his bank account where he receives his salary.
- b. **Net take home pay-** balance of borrower's payroll that can be applied for payment of the loan amortization.

2. Loan Amount- any amount may be borrowed provided, however, that when computing its monthly amortization with the authorized installment period, the Net Take Home Pay available at the time of the application will be sufficient to cover for its payment.

3. Monthly Amortization. It includes payment of the monthly principal, interest, monthly LRI premium and hospital care amortization. They are due one month from the date of approval of the loan.

4. Installment period. The maximum term of the loan is 72 months. The borrower can opt for a lower installment provided, however that the installment period is divisible by 12.

5. INTEREST. Interest on the loan shall be 12 percent straight, except for the DepEd personnel where the interest on their loans is 9.6 percent.

6. SERVICE FEES. Loans are subject to the required Service Fees computed from a certain percentage of the approved loan. Service Fee for ATM Salary Loan shall be 1.5%, except for loans of the DepEd and Ched personnel where the Service Fee is 5.4%.

7. DEDUCTIONS. The proceeds of the loan is subject to deductions for payment of service fees, overdue amortizations and outstanding loan balances.

8. RENEWAL. Loans can be renewed at any time, provided, however, that it will result in positive zero or in a net balance after allowing for the above deductions.

9. DELAY. Amortizations shall be considered Delayed and Overdue if no payment is received within 30 days from their due date. Delayed and overdue amortizations will incur penalties at the rate of 1% a month compounded monthly.

10. DEFAULT. The loan will become in default after 3 consecutive overdue monthly installment payments. When the loan is in default, the whole unpaid loan balance, including the accumulated interests and penalties shall become due and demandable and the whole balance will incur additional monthly interests at the rate of 1 % and penalties at the rate of 1% a month compounded monthly.

11. CONSEQUENCES OF DEFAULT. Loans in default will result in the following:

- a. Borrower will cease to be a bona fide member and will be disqualified from availing of any loan facilities with the COOP, including the privilege of receiving patronage refund and dividends.
- b. His share capital will be attached in payment of his loan and any amount due to the borrower from the COOP in any form such as deposits, interests, patronage refund, dividends and the like will be applied in payment of the loan in default inclusive of interests and penalties.
- c. The loan in default will be a lien over his bank deposits or to any compensation he is entitled to receive from his employer whether as salary or the commutation of his leave benefits.
- d. The member's name will be forwarded to the Credit Information Corporation, a government corporation established pursuant to law so that his name and his loan in default will be registered in its computerized registry for information and guidance by participating banks and other financial and lending institutions.
- e. The member will face a civil action for collection before the courts.

12. NOTICES. Notices regarding the salary loan applied for will be sufficient and binding notice if they are sent to the member through his cellphone number or social account , or postal address in his application.



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(Loans paid thru Applicant's Payroll ATM Card or Post-Dated-Checks)

NEW

REDEMPTION

Name : _____
 (Last Name) (First Name) (Middle Initial) (Suffix)

Date of Birth : _____ Email Address : _____ Cell Phone No.: _____
 Facebook ID: _____

Postal Address : _____ Employer/Office: _____

Amount of Loan Applied for: _____ Term: 12 months 24 months 36 months 48 months 60 months 72 months

UNDERTAKING with Authority to Auto Deduct

The undersigned hereby agrees and commit to be bound by the following conditions and representations.

- To pay the loan herein applied for in accordance with its terms and conditions inclusive of interest and whatever penalties imposed, if any. I understand that the amount of loan actually approved may be lower than the amount herein applied for as my application will always be subject to the maximum allowable loan I may qualify pursuant to my computed monthly payment capacity.
- That the loan proceeds shall be subject to the payment of the required fees and outstanding loan balances or overdue installment payments I have with the Coop.
- That in the event the loan herein applied for, becomes in default. I hereby agree that the loan or any outstanding balances shall constitute a lien to whatever salary or compensation I have with my employer/agency or whatever accrued benefits is due to me in the form of commutation of leave credits; terminal leave, vacation leave and similar benefit pursuant to the provision of Article 58 of R.A. 9520 or Philippine Cooperative Code of 2008.
- The said loan in default shall also be a lien to whatever deposit/s capital I have with any banking/financial institution, including the Coop pursuant to article 59 of RA 9520.
- That this undertaking shall serve as an instrument authorizing my employer or my office/agency/institution to effect payment of whatever loan obligation I have with the Coop through salary deduction or commutation of my leave or terminal benefit or similar benefits.
- That all notices regarding my loan shall be considered sufficient notice if sent through my given address text to the current cell phone number/social media account and/or email I have supplied in this application unless such address, number/social media account was changed and such change was formally relayed to the coop in writing.
- That the net proceeds of my loan can be deposited on my current bank account on record with the Coop as supplied in this application or in my savings deposit account with CFI, at the option of the latter.
- I am fully aware that my loan in default may be referred to the Credit Information System for information and viewing by other Financial Institutions.
- In case of a collection suit, the Undersigned agrees that Scanned copy and/or electronic of this loan application can be used as a supporting document in the case filed against me. In addition, I agree to pay an additional 30% of the total amount of the suit for attorney's fees and costs of the suit.
- I hereby agree to assign my CFI deposits, either savings or time, in payment of an installment obligation in arrears or whatever outstanding balances past due or deemed in default. The Coop is hereby authorized to immediately apply the said deposits as payment to my loan in arrears or in default without need of prior notice and or demand.
- I, hereby waive my rights under applicable laws on bank secrecy and information security existing or may hereafter be enacted, such as Republic Act (R.A) No. 1405 (The Secrecy of Bank Deposits), R.A 6426 (Foreign Currency Deposit Act), R.A 8791 (The General Banking Law), R.A 10173 (Data Privacy Act), and authorizes CFI: (a) pursuant to BSP Circular No. 472 Series of 2005, as amended, and as implemented by BIR Revenue Regulation RR 4-2005, to verify with the Bureau of Internal Revenue Regulation (BIR) (or such other taxing authority that may substitute it) in order to establish authenticity of the annual income tax returns and accompanying financial statements and documents or information submitted by me, (b) to inquire into any of the deposit accounts or properties maintained by me with the CFI its parent subsidiaries or affiliates for the purpose of implementing the Automatic Debit Authorization or set-off provisions and (c) obtain from or disclose to my parent, subsidiaries, affiliates, or credit bureau any information of myself, the Loan/Line or this Agreement, as CFI may deem necessary to exercise its right under this Agreement or as may be allowed or required by applicable laws, rules and regulations. I also hereby authorize the CFI to request information on the status of any court to which he/she/it is a party. Pursuant to R.A. 9510 (Credit Information System Act), I finally authorizes the submission of basic credit data in connection with any credit availment from the CFI to the Credit Information Corporation (or its successor entity) and authorize the latter to provide the same information to BSP.
- Finally, I have read all the terms and conditions of this loan and hereby agree to be bound thereof.

Signature of Applicant Above Printed Name

CERTIFICATE OF NET TAKE HOME PAY

Basic Salary: _____
 Net Take Home Pay: _____
 Employment Status: Permanent Co - Terminus
 Casual Elected

Certified By:

SIGNATURE OVER PRINTED NAME OF
AUTHORIZED FINANCE/ PAYROLL OFFICER

CO-MAKER STATEMENT

I _____, with complete postal address at _____ and with cellphone number _____ hereby agree to be jointly and severally or solidarily liable for the loan applied for above or when its renewal in the event the applicant will be in default in the payment of the said loan or renewed loan of the same.

Signature of Co-Maker Over Printed Name

Submit the following:

- Proof of Billing / Residency / Brgy Clearance
- 2 Valid IDs w/3 signatures
- 2 Valid IDs of Co-Maker w/ signatures
- Certificate of Employment w/ Employment Status / Service Record
- Latest Payslip/ Payroll (1 Full Month) signed by payroll maker
- Bank Statement - 12 months
- ADA Form
- Certificate of Net Take Home Pay
- "With/Without Incoming Deductions" note from the Payroll Maker/Accountant

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2. **Loan Amount-** any amount may be borrowed provided, however, that when computing its monthly amortization with the authorized installment period, the Net Take Home Pay available at the time of the application will be sufficient to cover for its payment.
3. **Monthly Amortization.** It includes payment of the monthly principal, interest, monthly LRI premium and hospital care amortization. They are due one month from the date of approval of the loan.
4. **Installment period.** The maximum term of the loan is 72 months. The borrower can opt for a lower installment provided, however that the installment period is divisible by 12.
5. **INTEREST.** Interest on the loan shall be 12 percent straight.
6. **SERVICE FEES.** Loans are subject to the required Service Fees computed from a certain percentage of the approved loan. Service Fee for ATM Salary Loan shall be 1.5%
7. **DEDUCTIONS.** The proceeds of the loan is subject to deductions for payment of service fees, overdue amortizations and outstanding loan balances.
8. **RENEWAL.** Loans can be renewed at any time, provided, however, that it will result in positive zero or in a net balance after allowing for the above deductions.
9. **DELAY.** Amortizations shall be considered Delayed and Overdue if no payment is received within 30 days from their due date. Delayed and overdue amortizations will incur penalties at the rate of 1% a month compounded monthly.
10. **DEFAULT.** The loan will become in default after 3 consecutive overdue monthly installment payments. When the loan is in default, the whole unpaid loan balance, including the accumulated interests and penalties shall become due and demandable and the whole balance will incur additional monthly interests at the rate of 1 % and penalties at the rate of 1% a month compounded monthly.
11. **CONSEQUENCES OF DEFAULT.** Loans in default will result in the following:
 - a. Borrower will cease to be a bona fide member and will be disqualified from availing of any loan facilities with the COOP, including the privilege of receiving patronage refund and dividends.
 - b. His share capital will be attached in payment of his loan and any amount due to the borrower from the COOP in any form such as deposits, interests, patronage refund, dividends and the like will be applied in payment of the loan in default inclusive of interests and penalties.
 - c. The loan in default will be a lien over his bank deposits or to any compensation he is entitled to receive from his employer whether as salary or the commutation of his leave benefits.
 - d. The member's name will be forwarded to the Credit Information Corporation, a government corporation established pursuant to law so that his name and his loan in default will be registered in its computerized registry for information and guidance by participating banks and other financial and lending institutions.
 - e. The member will face a civil action for collection before the courts.
12. **NOTICES.** Notices regarding the salary loan applied for will be sufficient and binding notice if they are sent to the member through his cellphone number or social account, or postal address in his application.

LOAN REDEMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement is entered into this _____(date), at _____(location), Philippines, by and between:

CEBU CFI COMMUNITY COOPERATIVE, is a successor in interest and assigns, a duly organized and registered multi-purpose cooperative, existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at the Esperanza Fiel Garcia Bldg., Cebu Provincial Capitol Compound, Capitol Site, Cebu City, Philippines, represented herein by _____(name), _____(position), hereinafter referred to as the “**CFI COOP**”;

- and -

_____ (name), Filipino, married/ single, of legal age, _____ and _____ with _____ postal address at _____(address), hereinafter referred to as the “**MEMBER-BORROWER**”;

CFI COOP and the Member-Borrower may be referred to as a “**Party**” in the singular and “**Parties**”, collectively;

WITNESSETH: THAT

WHEREAS, the member-borrower is a bona fide member of the Cebu CFI Community Cooperative;

WHEREAS, the member-borrower has applied for a LOAN REDEMPTION facility with CFI COOP in such amount as can be sufficiently covered by the MEMBER-BORROWER’s financial capability;

WHEREAS, the member-borrower has an existing loan with _____ (hereinafter called “the **FINANCIAL INSTITUTION**”) in the total amount of _____Pesos (Php _____) as indicated in the Statement of Account issued by said financial institution and herein attached as Annex “A”;

WHEREAS, the CFI COOP has agreed to redeem the aforementioned loan of the member-borrower;

WHEREAS, the member-borrower has applied for a loan with the CFI COOP in order to pay off the aforementioned loan with the said financial institution subject to the terms and conditions in this agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

- 1. **AMOUNT:** The member-borrower is hereby granted a loan in the total amount of _____Pesos (Php _____), in order to fully pay off the original loan with the **FINANCIAL INSTITUTION**.

2. **TERM:** The term of payment under this credit facility extended to the member-borrower shall be made up to 72 equal months or 6 years from the signing of this agreement.
3. **INTEREST:** Interest shall be imposed on the outstanding principal balance of the total redemption at the rate of 12% per annum up to 72 months or 6 years.
4. **PAYMENT:** Payment of the monthly amortization in the amount of _____ Pesos (Php _____) shall be directly deducted from MEMBER-BORROWER's salary thru salary deduction. The payment of the monthly amortization shall begin on the 7th day of the month following the approval of herein loan and every 7th of the succeeding months until full payment.
5. **ADVANCE PAYMENT:** Payment of any monthly or past due accounts or advance payment of a principal loan maybe done thru CFI COOP online payment facility or by paying directly thru any CFI COOP branch and satellite offices.
6. **IN ARREARS:** All monthly amortizations due not paid within 30 days from the due date shall incur a penalty at the rate of 1.5% for every month of delay.
7. **DEFAULT:** Failure of the borrower to pay any amount due more than 90 days from the due date shall be considered in default, in which case the entire principal loan balance inclusive of the accrued interest and penalties shall become due and demandable.

The loan in default shall constitute a lien on a capital, deposits, interest or investment the member-borrower may have with CFI COOP or other financial institution pursuant to Article 59 of R.A. No. 9520.

8. **RELEASE OF PROCEEDS:** The proceeds of the loan hereby granted to the member-borrower shall be released directly to the financial institution in the form of a check.
9. **AUTHORITY IN CASE OF DEFAULT:** In case of default, the member-borrower hereby authorizes the Cebu CFI Community Cooperative to collect payment on his obligation from any bank or financial institution wherein he has a deposit in any form such as but not limited to savings deposit, time deposit, investments and the like. In this connection, this contract serves as a special power of attorney duly authorizing the Cebu CFI Community Cooperative or its duly appointed representative to be his/her attorney-in-fact for purposes of collecting from his/her employer or agency where he/she is employed or in any bank or financial institution where he/she has a deposit whether in the form of savings, time or investment, to collect payment for any obligations due under this contract.

Hereby giving/granting in favor of Cebu CFI Community Cooperative or its duly appointed representative full powers and authority and to do all necessary acts in order to give legal effect to this authority as if he/she was the one personally performing the act.

Furthermore, the borrower hereby waives whatever rights or obligations he/she has under the Bank Secrecy Act under Republic Act No. 1405. And hereby gives full authority to the Cebu CFI Community Cooperative to inquire or access any information data or record relevant to obtaining full disclosure of the borrower's financial capacity and standing, as well as to afford information for purposes of collection of obligations due under this contract.

Finally, the borrower warrants the amount granted herein will fully satisfy the payment of his obligation with the aforementioned financial institution and will take full responsibility to pay any amount in excess of the amount herein granted to the said financial institution.

10. **NOTICE:** That all notices regarding the loan shall be considered sufficient notice if sent through text to the current cell phone number/social media account and/or email or office or residential address AS PROVIDED by the member-borrower in the application unless such number/social media account email or residential or office address was changed and such change was formally relayed thru the appropriate update procedure provided for the e-services facility of CFI COOP.

IN WITNESS whereof the parties have hereunto set their signatures this _____ day of _____ 202_, in Cebu City, Philippines.

CEBU CFI COMMUNITY COOPERATIVE

MEMBER-BORROWER

by: _____

Signed in the Presence of:

Witness 1

Witness 2

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CEBU... ..)S.S.

BEFORE ME, a Notary Public for and in the City of Cebu, this _____, personally appeared the following:

	Gov.'t Issued ID	Valid Until (if any)
_____	_____	_____
_____	_____	_____

All known to me to be the same persons who executed the foregoing LOAN REDEMPTION AGREEMENT and acknowledged to me that the same is their free act and deed as well as the corporations/ entities they represent.

This instrument consisting of THREE (3) pages, including this page whereon the acknowledgement is written, has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and at the place first above stated.

Doc. No. _____
Page No. _____
Book No. _____
Series of 202____