



“THE INSURED’S LETTER HEAD”
APPLICATION FORM FOR COVER IN RESPECT OF A MORTGAGE
LOAN UNDER THE MORTGAGE INSURANCE PROGRAMME

Form MI 402(L)

Applicant(s) (the “Applicant”) who is/are the intending mortgagor(s) of the property (the “Property”) and whose particulars are set out in this Application Form, together with the co-borrower(s) and/or the guarantor(s) who make(s) an application hereunder jointly with the mortgagor(s), should complete this Application Form, with assistance provided by the intending lender (the “Lender”). (The term “Lender” herein means the Insured as defined in the Operational Manual of the Mortgage Insurance Programme operated by The Hong Kong Mortgage Corporation Limited (the “HKMC”). Please complete this Application Form by marking “X” in the optional boxes and deleting the inappropriate parts denoted by “*”).

(Note: Fields marked with “#” are not applicable where Obligor 1 is a company limited by shares (“shelf company”) and where the loan is secured by residential property not to be occupied by the Borrower/Mortgagor (“Non Owner-Occupied Property Loan”).

OBLIGORS^(a)

	OBLIGOR 1		OBLIGOR 2		OBLIGOR 3	
Have you ever been a borrower/co-borrower of mortgage loan(s) under the Mortgage Insurance Programme of the HKMC?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you ever been an owner or co-owner of any residential property in Hong Kong in the 5 years preceding the Date of the Provisional Sale and Purchase Agreement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Borrower ^(b)	<input type="checkbox"/> Mortgagor ^(b)	<input type="checkbox"/> Borrower ^(b)	<input type="checkbox"/> Mortgagor ^(b)	<input type="checkbox"/> Borrower ^(b)	<input type="checkbox"/> Mortgagor ^(b)
			<input type="checkbox"/> Guarantor		<input type="checkbox"/> Guarantor	
Surname / Company Name	_____		_____		_____	
Given Name [#]	_____		_____		_____	
Other Name [#]	_____		_____		_____	
HKID or Passport Number [#]	_____		_____		_____	
HKID or Passport Issue Country	_____		_____		_____	

<u>Applicable only to shelf company applying for Non Owner-Occupied Property Loan</u>	
Business Registration Number:	_____
Company Number:	_____
Date of Incorporation:	_____ (D) _____ (M) _____ (Y)
Place of Incorporation	<input type="checkbox"/> HK <input type="checkbox"/> Other _____
Business activities other than property holding and letting	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Please specify (if yes): _____

Marital Status [#] :	<input type="checkbox"/> Single <input type="checkbox"/> Married	<input type="checkbox"/> Single <input type="checkbox"/> Married	<input type="checkbox"/> Single <input type="checkbox"/> Married
	<input type="checkbox"/> Others _____	<input type="checkbox"/> Others _____	<input type="checkbox"/> Others _____
Current Home Address [#] :	_____	_____	_____
	_____	_____	_____
Current Home Address [#] :	<input type="checkbox"/> Self-owned <input type="checkbox"/> Rented	<input type="checkbox"/> Self-owned <input type="checkbox"/> Rented	<input type="checkbox"/> Self-owned <input type="checkbox"/> Rented
	<input type="checkbox"/> Mortgaged <input type="checkbox"/> Other	<input type="checkbox"/> Mortgaged <input type="checkbox"/> Other	<input type="checkbox"/> Mortgaged <input type="checkbox"/> Other
	Please specify : _____	Please specify : _____	Please specify : _____
If Rented/Mortgaged, Monthly Payment [#] :	\$ _____	\$ _____	\$ _____
Years of residing [#] :	_____	_____	_____
Owning other properties:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Please state :	Please state :	Please state :
	Address :	Address :	Address :
	Mortgage payment if any :	Mortgage payment if any :	Mortgage payment if any :
	Occupant :	Occupant :	Occupant :
Telephone Numbers [#] :	(Home) _____	(Home) _____	(Home) _____
	(Office) _____	(Office) _____	(Office) _____
	(Mobile) _____	(Mobile) _____	(Mobile) _____
Date of Birth [#] :	_____(D)_____(M)_____(Y)	_____(D)_____(M)_____(Y)	_____(D)_____(M)_____(Y)
Relationship with Obligor 1 [#] :	_____	_____	_____
Occupation & Position [#] :	_____	_____	_____
Employment Type [#] :	<input type="checkbox"/> Regular salaried/ <input type="checkbox"/> Non-regular salaried	<input type="checkbox"/> Regular salaried/ <input type="checkbox"/> Non-regular salaried	<input type="checkbox"/> Regular salaried/ <input type="checkbox"/> Non-regular salaried
	<input type="checkbox"/> Self-employed (professional)	<input type="checkbox"/> Self-employed (professional)	<input type="checkbox"/> Self-employed (professional)
	<input type="checkbox"/> Self-employed (non-professional)	<input type="checkbox"/> Self-employed (non-professional)	<input type="checkbox"/> Self-employed (non-professional)
	<input type="checkbox"/> Others	<input type="checkbox"/> Others	<input type="checkbox"/> Others
Current Employer [#] :	_____	_____	_____
Office Address/Registered Office (for shelf company only):	_____	_____	_____
	_____	_____	_____
Duration of Current Employment [#] :	_____ Year(s)	_____ Year(s)	_____ Year(s)
Monthly Salary [#] :	_____	_____	_____
Previous Employment (if current employment is less 1 year) [#] :	_____	_____	_____
Duration of Previous Employment [#] :	_____ Year(s)	_____ Year(s)	_____ Year(s)
Other Regular Monthly Income per month:	_____	_____	_____

Appraisal Value of Property: \$ _____

By: Internal Qualified Valuer
 Internal Valuer + Verbal Check with External Qualified Valuer
 External Qualified Valuer

Valuer Code: _____ Valuer Ref.: _____

Valuation Company: _____

Date of Valuation: _____

Fire Insurance: (for First Legal Charge only) Individual (self-arranged) Individual (bank-arranged) Block Master

MORTGAGE LOAN

Loan Amount: \$ _____ Loan-to-Value ratio (excluding financed Premium): _____ %

LTV Threshold: 70% 60%

Refinancing Loan: YES / NO *

If YES, Current outstanding principal balance: \$ _____

For Cash-out Refinancing Loan only :

Cash-out Amount: \$ _____ Date of Formal S&P Agreement _____

Intended Purpose (for reference only) :

- Home decoration Education
- Debt consolidation Investment, please specify the nature: _____
- Purchase of goods Others, please specify the nature: _____

Gross Mortgage Rate: _____ % Cash rebate offered by the Insured (i.e. Bank) \$ _____

Fixed or Floating Interest Rate: Floating : Fixed Term Fixed Instalment Payment

Fixed - Term of Fixed Interest Rate: _____ (years)

Length of Instalment Period: _____ Months (Monthly/Bi-weekly Repayment)

Monthly/Bi-weekly Instalment Payment (Principal + Interest): \$ _____

Mortgage Insurance Premium: Single Annual

Premium Rate: _____ % Initial: _____ %

Renewal: _____ %

Premium Amount: \$ _____ Initial: \$ _____

Renewal: \$ _____

"Single Premium" to be financed by the Loan: YES / NO *
If YES, Total Loan Requested: \$ _____

Total Monthly/Bi-weekly Instalment Payment: \$ _____

DECLARATION^(d)

To each of the Lender, the HKMC and the related bodies (as defined in paragraph 1 below) and, in respect of paragraphs 14 and 15 below, to TransUnion Limited and/or any other credit reference agencies in Hong Kong (collectively the "CRA"):

Each of the Obligors hereby agrees, declares, confirms and acknowledges as follows:

1. the information in this Application Form and any documents attached herewith or provided by any of the Obligors in relation to this application is true, correct, updated and complete, and each of the Obligors hereby authorises the Lender and/or the HKMC and/or the mortgage reinsurers in relation to the mortgage insurance cover in respect of the loan under this application and their respective agents, successors and assigns (all the above-mentioned parties, other than the Lender and the HKMC, are collectively referred to herein as the "related bodies") to verify or confirm the same, directly or indirectly or through the CRA or from any source or in any manner as the Lender, the HKMC and/or the related bodies may choose or deem appropriate;
2. the original Application Form and all documents provided in relation to this application may be retained by the Lender, the HKMC and/or the related bodies for their records even if the loan is not approved by the Lender;
3. the signature of each of the Obligors (other than Obligor 1 if it is a shelf company) on this Application Form is the same as on the relevant bank account(s) maintained with the Lender and (for Obligor 1 if it is a shelf company) the authorised signatory(ies) of Obligor 1 has/have been duly authorised to operate the relevant bank account(s) maintained with the Lender and his/her/their signature(s) is/are the same as that/those provided to the Lender;
4. each of the Obligors agrees that the use of the loan under this application which may be granted by the Lender is subject to the terms and conditions set out in this Application Form, the facility letter and/or the terms and conditions of the loan as the Lender may stipulate and provide to each of the Obligors prior to the signing of such facility letter;
5. none of the Obligors (other than Obligor 1 if it is a shelf company) is the subject of any judgment or court/tribunal order in relation to any debt or insolvency, or has any of the Obligors been declared bankrupt within the past seven years;
6. where Obligor 1 is a shelf company, no winding up or similar proceeding has ever been commenced or is currently pending against Obligor 1 and that the shareholder(s) of Obligor 1 has/have not resolved for its dissolution;
7. none of the Obligors has ever been a mortgagor or borrower under any legal charge/mortgage of any property in Hong Kong in respect of which the mortgagee powers have been exercised;
8. where Obligor 1 is a shelf company, all corporate and other actions have been taken to authorise the authorised signatory(ies) of Obligor 1 to sign this Application Form and any other documents and to do such acts and things as may be necessary for the purpose of this application for and on behalf of Obligor 1;
9. none of the Obligors has been subject to any legal proceedings in the courts/tribunals of Hong Kong;
10. the down payment for the purchase of the Property was paid by the Obligor(s) from his/her/its/their own source (or where Obligor 1 is a shelf company, from the equity or loan capital from its shareholder(s)) and that such down payment was not financed by any loan or banking/credit facility provided by any third party (other than shareholder's equity or loan referred to above);
11. save and except as disclosed herein, none of the Obligors has obtained any mortgage loans in relation to any other properties in Hong Kong which is still outstanding;
12. each of the Obligors understands and agrees that the Lender will obtain mortgage insurance from the HKMC for the Lender's own protection, interest and benefit and, for such purposes, each of the Obligors hereby authorises the Lender to provide documents and information and to make representations and/or statements under the Lender's application for such mortgage insurance, for and on behalf of the Obligors by adopting, using and/or relying on the documents, information, statements and representations given/made in this Application Form (including but not limited to this Declaration);
13. the use of the loan which may be granted by the Lender under this application is subject to the terms and conditions of the Master Mortgage Insurance Policy (the "Policy") which the Lender has entered into with the HKMC for the Lender's own protection, interest and benefit; notwithstanding that the Obligors are required to pay the Lender an amount equal to the premium payable by the Lender for the mortgage insurance cover provided to the Lender by the HKMC pursuant to the Policy, the Policy is for the sole and exclusive benefit of the Lender, and that none of the Obligors shall be deemed to be a party to it, or a beneficiary of it, and that no payments made under the Policy to the Lender shall affect or lessen the Lender's rights of remedy against any of the Obligors in the event of default of the loan; and that a copy of the Policy is available for inspection by any of the Obligors at any branch of the Lender upon request;
14. each of the Obligors (other than Obligor 1 if it is a shelf company) hereby authorises the HKMC:
 - (a) to obtain, on his/her behalf and within 90 days from the day of signing of this Application Form by the relevant Obligor, a copy of his/her credit report from the CRA for the purposes of mortgage insurance cover to be granted by the HKMC relating to the Property and other related purposes, and any other purposes in connection with the mortgage related business of the HKMC, including without limitation the purchase of mortgage portfolio by the HKMC and the administration thereof, and in this connection consents to and authorises the CRA to provide a copy of the credit report

- directly to the HKMC without having first sent him/her a copy for review; and
- (b) to use any personal data and other information relating to him/her which have been lawfully collected by the HKMC or otherwise made available to it for the purpose of verifying any information provided by him/her in connection with this application.
15. each of the Obligors (other than Obligor 1 if it is a shelf company) hereby agrees and acknowledges to the CRA that the provision of any credit report by the CRA to the HKMC or the use of any such credit report by the HKMC shall not be made the basis of any complaint, claim, suit, demand, cause of action or other proceeding against the CRA by him/her or any third party, and further agrees that a copy or an electronic record of this Application Form bearing the signatures of the relevant Obligors shall, for the purpose of paragraph 14 above and this paragraph, have the same effect as if it were the original thereof;
16. the loan in relation to which this application is made will be secured by an equitable mortgage/a first fixed legal charge/mortgage on the Property;
17. each of the Obligors (other than Obligor 1 if it is a shelf company) has read and understood the contents of the notice in relation to Personal Data (Privacy) Ordinance (which accompanies this Application Form or which has previously been provided by the Lender to any such Obligor(s)) and hereby consents to the Lender for its use, disclosure and/or transfer of the Obligors' personal data in the manner set out in such notice. In addition to the above, each of the Obligors (other than Obligor 1 if it is a shelf company) hereby acknowledges and agrees that:
- (a) the Lender may use, disclose and/or transfer the Obligors' personal data and information in relation to the loan under this application to the HKMC (including its successors and assigns) for the purpose of mortgage insurance cover to be granted by the HKMC relating to the Property and other related purposes, and any other purposes in connection with the mortgage related business of the HKMC including, without limitation, the purchase of mortgage portfolio by the HKMC and the administration thereof, whether within or outside Hong Kong; and
- (b) the HKMC (including its successors and assigns) may use any such personal data and information for the purposes stated in (a) above, and disclose and/or transfer any such personal data and information received or held by it/them to any mortgage reinsurers (including any re-insurers of such reinsurers), and any agents, contractors, service providers, third parties of the HKMC (including its successors and assigns) for the purposes of their dealing with the mortgage insurance/reinsurance covers and other related purposes, whether within or outside Hong Kong;
18. the Lender, the HKMC and the related bodies will rely on the information contained herein to approve this application and each of the Obligors has a continuing obligation to amend or supplement the information/documents provided in this application if any of the material facts which each of the Obligors has disclosed herein should change prior to the drawdown of the loan herein applied for;
19. in the event any payments on the loan under this application become delinquent, the Lender, its agents, successors and assigns may, in addition to all rights and remedies, report the name(s), account(s) and information of each of the Obligors to any credit reference agency in Hong Kong;
20. each of the Obligors will provide further information and furnish other documents as the Lender, the HKMC and/or the related bodies may require from time to time and failure to do so may cause the grant of loan to be cancelled;
21. by making any intentional or negligent misrepresentation(s) and/or providing false information in this Application Form or omitting to provide relevant information, each of the Obligors (and, if relevant, the shareholders, directors and/or authorised representatives of Obligor 1 if it is a shelf company) may incur civil and/or criminal liability. In addition, the application for the loan or the mortgage insurance cover may be rejected and, if granted, the Lender and the HKMC reserve the right to cancel the loan and the mortgage insurance cover or, if considered appropriate, impose additional premium or conditions thereon; and
22. each of the Obligors shall keep the Lender informed of any change of facts or circumstances which may render any information, statements, representations and/or particulars given hereunder, incorrect or untrue before the drawdown and each of the Obligors understands the non-disclosure of any facts on the change of circumstances hereunder may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information as mentioned in paragraph 21 above.

ADDITIONAL DECLARATION AND UNDERTAKING

Where the loan is secured by private residential property not occupied by the Borrower/Mortgagor, each of the Obligors hereby agrees, declares, confirms, acknowledges and undertakes that:

1. Obligor 1 (if it is a shelf company) is not and will not at the time of drawdown of the loan be engaged in any business activities other than the holding of the subject property and the letting thereof; and
2. the relevant mortgage will be registered with the Hong Kong Companies Registry (for Hong Kong incorporated company) or that other similar registration will be completed (for foreign incorporated company) within the applicable time limit, and documentary evidence of any such registration shall be provided to the Lender and/or the HKMC within reasonable time.

I / we agree / do not agree (please tick box as appropriate) to the above:

Signed by:

Signed by:

Signed by:

Obligor 1	Date	Obligor 2	Date	Obligor 3	Date
[Name: _____]		[Name: _____]		[Name: _____]	
Witnessed by:		Witnessed by:		Witnessed by:	
Full Name: _____ Position: _____ Date: _____		Full Name: _____ Position: _____ Date: _____		Full Name: _____ Position: _____ Date: _____	

FOR THE INSURED'S USE

ELIGIBILITY CRITERIA

Loan Amount within limit: YES NO LTV ratio within limit: YES NO

Verified Total Monthly Income: \$ _____ Gross Monthly Debt^(e): \$ _____

DTI: _____% (attach calculation worksheet) DTI within limit: YES NO

Tenor within maximum Limits: YES NO

Terms to maturity + Property age not exceeding 50 years: YES NO

Owner Occupied: YES NO

First Legal Charge Only: YES NO

Certified true copy of all documents YES NO

Signature of Handling Officer

Name: _____

Position: _____

<u>Credit Record:</u>	<u>Obligor 1</u>		<u>Obligor 2</u>		<u>Obligor 3</u>	
Internal Credit Check:	<input type="checkbox"/> YES ^(f)	<input type="checkbox"/> NO ^(f)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
TransUnion (TU) Credit Check:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
(Not applicable for Shelf Company)						
Negative File Check:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
External Credit Report:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Bankruptcy Search:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO
Other checking:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Credit Assessment Remarks, Recommendations etc.:

To: The Hong Kong Mortgage Corporation Limited

Under the Mortgage Insurance Programme, we hereby apply to the HKMC for mortgage insurance cover pursuant to the Master Mortgage Insurance Policy which we have entered into with the HKMC in respect of the Loan specified in the above Application for Mortgage Loan.

We further declare, confirm and warrant that we have verified diligently to the best of our knowledge and in good faith the truthfulness and authenticity of the information and documents provided by the borrower(s), mortgagor(s) and/or guarantor(s).

Authorized Signature:

Full Name:

Position:

Date:

Notes to the Insured:

- (a) Where the loan is secured by private residential property not occupied by the Borrower/Mortgagor and where Obligor 1 is a shelf company, each of the director(s) and shareholder(s) of Obligor 1 shall provide a guarantee in respect of the loan herein applied for in favour of the Insured.
- (b) Mark both boxes if the Obligor is the Borrower as well as the Mortgagor.
- (c) Debts to be put in this field include, but are not limited to, tax loans, car loans, hire-purchase loans, personal loans, unsecured overdraft limit, mortgage payments of other properties, etc. Mortgage payment for the subject property does not need to be put in this field.
- (d) Please bring the attention of each of the Obligors (other than Obligor 1 if it is a shelf company) specifically to paragraphs 14 and 15 under which the HKMC will be authorised, inter alia, to obtain his/her credit report directly from one or more of the credit reference agencies in Hong Kong in connection with the Insured's application for mortgage insurance cover.
- (e) "Gross Monthly Debt" includes the Monthly Repayments put under "All Debts" field (as elaborated in Note (c) above), mortgage payment for the subject Property and mortgage repayment of existing residence (if not yet sold).
- (f) "YES" means the Insured has conducted that particular credit check. Findings/results of credit checks should be reported in the field "Credit Assessment Results, Recommendations, etc.," and copies of computer printouts of credit check should be attached to this Application Form.
"NO" means the Insured has not conducted that particular credit check.