





MAURITIUS BANKERS  
ASSOCIATION LIMITED

CODE OF  
ETHICS  
AND OF  
BANKING  
PRACTICE



## MEMBERS

1. ABC Banking Corporation Ltd
2. AfrAsia Bank Limited
3. Bank of Baroda
4. Bank One Limited
5. Banque des Mascareignes Ltée
6. BanyanTree Bank Limited
7. Barclays Bank Mauritius Limited
8. Century Banking Corporation Ltd
9. Deutsche Bank (Mauritius) Limited
10. Habib Bank Limited
11. HSBC Bank (Mauritius) Limited
12. Investec Bank (Mauritius) Limited
13. MauBank Ltd
14. PT Bank Maybank Indonesia
15. SBI (Mauritius) Ltd
16. SBM Bank (Mauritius) Ltd
17. Standard Bank (Mauritius) Limited
18. Standard Chartered Bank (Mauritius) Limited
19. The Hongkong and Shanghai Banking Corporation Limited
20. The Mauritius Commercial Bank Ltd

# MBA CODE OF ETHICS AND OF BANKING PRACTICE

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## PREAMBLE

The **Code of Banking Practice** seeks to foster good banking practices and enhance qualitative relationship and communication between banks and customers. The governing principles of the Code also ensure that banks will act fairly and reasonably in all their dealings with customers.

The Mauritius Bankers Association Limited (MBA) published its first Code of Banking Practice in January 2007. In January 2010, a full review of the code was undertaken to take into account changes in legislation and other regulations. Periodic reviews have also been done as and when there have been new requirements by law or through new Guidelines issued by the Bank of Mauritius. In March 2013, the Code was extensively reviewed by including a Code of Ethics for the banking sector. The Code has now been updated.

The **Code of Ethics** sets out a common set of universally acclaimed principles pertinent to all banks, over and above those that they subscribe to as part of their internal Code of Ethics, with a view to further develop the commitment of the banking industry towards its customers and the community at large through best ethical standards and with the aim of continuing to improve bank-customer relationship.

Both Codes have been incorporated in the present booklet. Part A contains the MBA Code of Ethics while Part B contains the MBA Code of Banking Practice.

In the text of these Codes “You” and “Your” means you the Customer and “We”, “Our” and “Us” refer to your bank. A list of definitions of certain words and phrases used in the Codes are provided in the glossary.

While the Codes set out our commitments and responsibilities to you, it is worth noting that, none of their provisions:

- Will affect your statutory rights;
- Will be legally binding in any Court of law;
- Will constitute an implied term of your contract with the bank;
- May be used as an aid to interpretation or in any way to influence the interpretation of legal relationship between you and your bank; or
- Will give rise to a trade custom or tacit contract or otherwise between you and your bank.

The Codes will be reviewed every three years or sooner, if so required and will be operative as from 1 June 2016.

### Availability of copies of the Codes

Copies of the Codes are available from the Mauritius Bankers Association Limited and banks individually. You can also view the Codes on the Mauritius Bankers Association’s website at [www.mba.mu](http://www.mba.mu) or on your bank’s website.

## **A. CODE OF ETHICS**

### **1. INTRODUCTION**

Strong ethics are the cornerstone of the banking industry and culture. While teamwork and innovation play an important role in the banking industry's growth and future, preserving an ethical workplace is critical to our long term success.

The aim of this Code of Ethics is to ensure that, in our business management, in our dealings with each other and in our provision of services, we conduct ourselves in a fair and ethical manner, mindful of your interest. This Code is also to ensure that we strengthen the confidence of customers, businesses and citizens as a whole in banks and promote cooperation within the banking community. Furthermore, this Code seeks to enhance a sound and professional relationship between banks and their customers, bank employees with their employers and vice-versa.

### **2. OUR CORE VALUES**

#### **2.1 Our Commitments to you**

We will assume every commitment which is an essential component for meeting your requirements and expectations. In this regard, we will continuously strive to improve the level of service being offered to you, which include the integration of new technology, and the employment of qualified and dedicated staff. We shall ascertain that our employees are properly trained and possess the requisite knowledge, competencies and sense of responsibility to deliver a qualitative service in serving you.

Customer complaints arising from the products or services offered will be responded to in a systematic and effective manner. Causes for customer complaints will be investigated and appropriate measures implemented to prevent the repetition of fair complaints. Where the case so requires, our employees shall be appropriately instructed and guided, thus ensuring the non-repetition of wrong practices by the employees.

#### **2.2 Honesty and Integrity**

We shall conduct business with honesty and the highest ethical standards. You can trust that we shall treat you with the utmost honesty and sincerity. Employees can also rest assured they will be treated with respect and dignity. Our employees should avoid conflicts between their personal interests and their employers' or clients' interests, namely by willingly disclosing any potential conflicting business relationship. They will apprise and report to senior management and/or to the relevant authorities, about any dubious or unlawful transaction, in order to uphold the integrity of the banking sector in general.



## 2.3 Customer Confidentiality

We believe confidentiality is one of the most eminent features which distinguish the relationship between a banker and a customer. We will keep and safeguard your confidential information with due care and will not disclose any confidential information to third parties, unless we have your written consent or are required to do so by law. Moreover, we follow all applicable laws directed towards privacy and information security.

As such, we have registered, our institutions as data controllers following the proclamation of the Data Protection Act. We are committed to adhere to all regulations set out in that Act and in the Banking Act as regards to information held on our customers.

If we make use of the services of a third party for providing support services, we will request him to handle your personal information with the same degree of confidentiality and security as we would.

If we are asked to give a banker's reference about you, we will need your written permission before we give it.

## 2.4 Fair and Equitable treatment of customers

We are committed to a fair, equitable and impartial treatment to you. We will be courteous and considerate towards you in the execution of our duties. While adhering to generally accepted principles of honesty and integrity, we will be fair-minded in approach and behaviour, both in our day-to-day dealings and our social interactions.

## 2.5 Transparency

We, however, subscribe to transparency as regards our banking business. We will provide you with relevant information relating to features of the products we are offering, notably the risks associated with such products, as well as the rights and responsibilities which these products entail. The information provided will be clearly understandable and we will, to the best of our ability, clarify misconceptions and any queries received from you. Moreover, any change in terms and conditions relating to credit facilities being provided will be communicated to you. Fees, charges and indicative interest rates with respect to all products and services are displayed in the public part of bank branches and are also posted on their respective websites.

## **2.6 Acceptance of Gifts**

The world's cultures have rich and diverse customs regarding the giving and receiving of gifts. However, we as bankers take the view that giving or accepting a gift may appear to create an obligation and we avoid, as a rule, giving or accepting gifts, favors or gratuities in connection with official duties. When this is unavoidable, we are extremely careful not to give or accept gifts of value that might constitute a real or apparent attempt to influence our decisions or actions. We have all adopted a set of rules governing acceptance and giving of gifts, it forms part of our internal policy and all employees are called upon to refer to that internal policy and to act accordingly.

## **2.7 Corporate Governance**

A sound corporate governance framework is a prerequisite for the effective functioning of banks. We adhere to the underlying principles relating to corporate governance in line with the Code of Corporate Governance for Mauritius and the Bank of Mauritius Guidelines relating to the subject matter, given the increasing importance of the matter in the sphere of banking and finance.

## **2.8 Financial Education and Awareness**

In view of enhancing financial literacy, banks are committed through the MBA to promote financial education and awareness and help you develop your knowledge, skills and confidence appropriately to understand risks, including financial risks and opportunities, make informed choices, know where to go for assistance, and take effective actions to improve your own financial well-being.





## B. CODE OF BANKING PRACTICE

### 1. INTRODUCTION

The Code of Banking Practice is a **voluntary code** of conduct which sets out the standards of good banking practice that we as banks should observe in our dealings with customers and potential customers. We want to establish a good relationship with you and also promote good banking practice by formalising standards of disclosure and conduct which we will observe when dealing with you. We commit ourselves to maintain the relevant standards of fairness set out in this Code.

Individual customers should find the Code helpful in understanding how every bank is expected to behave towards them as well as their responsibilities towards their bank.

The Banking Act provides for the appointment of an Ombudsperson for Banks. As at the date of publication of this Code the Ombudsperson has not yet been appointed. Once appointed, banks shall mediate accordingly.

We will comply with all applicable legislation, codes, rules and supervisory requirements, specifically those relating to banking, market conduct and consumer protection.

### 2. OUR KEY COMMITMENTS TO YOU

2.1 We promise that we will act fairly and reasonably in all our dealings with you by meeting all the commitments and standards in this Code. We will:

- ensure that clear information is available in respect of all our services and products;
- ensure that our advertising and promotional literature is clear and not misleading and complies with all relevant legislation;
- assist you to choose a service or product appropriate to your needs and understand the basic financial implications of the products or services you choose;
- assist you to understand how your account works;
- help you monitor your account by sending you regular statements (where appropriate) and keep you informed about changes to the interest rates, charges, terms and conditions that may apply to your account with us;
- provide reliable banking and payment systems services and take reasonable care to make these services safe and secure;

- make every effort so that your records are kept accurately and up-to-date;
- ensure that the products and services we offer, and more particularly our lending criteria, are based solely on commercial principles and do not discriminate against you on any basis not permitted by law;
- not unfairly discriminate against you on the ground of marital status, gender, age or race in providing you with banking services;
- take reasonable measures to attend to the needs of elderly and disabled customers to have access to banking services;
- treat all your personal information as private and confidential;
- consider each case of financial difficulty on its merits and act quickly and effectively;
- inform you about our complaints procedures so that your complaints are handled expeditiously;
- generally act on your written instructions only after your signature has been verified and only act in accordance with other forms of instructions in exceptional circumstances or where the nature of the process so dictates, for example ATM, internet or any other form of electronic banking and ‘other remote banking facilities’;
- except where this is not possible, give you one clear working day’s notice of any change in our normal business hours and inform you whenever we propose to transact business on a public or bank holiday;
- make available to you information on relevant fees and charges for the services and products that you have chosen or are enquiring about; and
- inform customers of documentation as required for the opening of accounts.

2.2 If you wish to make a complaint, you may refer it to the appropriate officer and he will provide you with a prompt reply. In case you are dissatisfied with the reply, you may refer the complaint in writing to the Bank of Mauritius.

2.3 We will publicise this Code, have copies available and make sure that our staff are trained to put it into practice.



### 3. YOUR RESPONSIBILITIES

While we are committed to ensure our fair and reasonable dealings with you, we also expect that, to safeguard your own interest, you assume certain responsibilities towards us. It is in our view your responsibility to:

- assist us in performing our legal obligations with regard to carrying out certain identification and verification procedures about you to ensure that our relationship can lawfully be established or continued;
- submit all information/documents that we may request you at on-boarding stage or during the course of our relationship, such as financial statements, source of wealth/funds and other related documents, as may be required. Failure on your side to provide the requested information/documents may result in the cessation of our relationship or rejection of the proposed relationship;
- read and understand the set of general and specific terms and conditions of the products and services offered by us, although we will take all reasonable steps to advise and inform you of these terms and conditions. Once you have signed a document, it will become binding;
- disclose all relevant information as part of any credit application to us so that we may make an informed decision to grant credit to you;
- ensure that you do not subscribe to obligations or commit yourself beyond your financial means;
- advise us as soon as possible in the event you run into difficulty in meeting your financial obligations towards us;
- where credit is granted to you, consider, after seeking legal advice if necessary, whether sufficient credit insurance cover is in place to protect you and/or your family in the case of losing your regular income (e.g. loss of employment, disability, or death);
- promptly inform us of any change to your Know Your Customer (KYC) profile such as but not limited to change of name, address, phone number, employment details, National Identity Card (NIC), Passport number or in your financial affairs as and when this occurs;
- check and verify all the entries included in statements sent to you for correctness, and inform us immediately in the event that you do not agree with any entry or item;

- protect your card and PIN which is a crucial security measure and never disclose your PIN, or other unique means of personal identification to anyone, including an employee of the bank;
- enable us to take the necessary measures to prevent or limit fraud or theft on your account and inform us as soon as possible when you discover any unauthorised activities on your account;
- take note of any cautionary notices when making use of our ATM services that may be placed at ATMs for your protection, and exercise due caution accordingly;
- familiarise yourself with the circumstances under which you may be responsible for any losses suffered by you as a result of fraud, theft, or where you acted without reasonable care;
- understand that to bind yourself as a guarantor for another person's debt is a risky decision and keep in mind that you are effectively undertaking to take on the responsibilities of that other person in the event that he does not honour his responsibilities in accordance with terms and conditions agreed to between that person and the bank, so that you may wish to take independent legal advice before agreeing to be a guarantor;
- take reasonable steps when making use of internet, telephone or mobile banking channels to conduct a banking transaction with a view to prevent fraud, theft, or the unauthorised use of your account or personal information;
- ensure that there are sufficient funds on your account before doing any transaction;
- ask any information/clarification, whatsoever, from the bank official(s) in case of doubt relating to the bank's product(s) and services or the use of the bank's product(s) and services; and
- deal with us in a fair, ethical and responsible manner and be courteous towards our employees at all times.

#### **4. CHOOSING THE RIGHT PRODUCTS AND SERVICES THAT MEET YOUR NEEDS**

4.1 Before you become a prospective customer, we will:

- give clear and appropriate information explaining the key features of the services and products you tell us you are interested in, including any fees, charges and/or commissions applicable thereon;



- give clear and appropriate information on the different types of products and accounts available from us to assist you in making an informed choice appropriate to your needs;
- say what information we need from you to ascertain and keep a good record of your identity (by law, we are required to do so for the purpose of protecting our customers, members of the public and ourselves against fraud and other misuse of the banking system);
- indicate recommended safety measures and tips on our services and products in which you express an interest; and
- say whether we offer products and services through different modes for example, on the internet, in branches or other remote banking facilities and how to find out more about them.

4.2 Any information provided with respect to products or services shall unless otherwise specified, be deemed to be a guideline only designed to assist you in making your own decisions.

4.3 We will continuously strive to improve our basic banking services through product innovation.

4.4 In the event that you wish to switch or move your account, we will co-operate in a timely manner with the request, subject to legal parameters in place. However, you are responsible to provide your new bank with all the relevant information to assist you in switching your account transactions. It is your responsibility to ensure that your account details are changed with each third party service provider or the party that makes a debit/payment to your account.

## **5. TERMS AND CONDITIONS**

5.1 We will provide you with all relevant terms and conditions for the products or services you have requested, when you apply to become a customer or accept a product or a service for the first time.

5.2 All written terms and conditions will be reasonable and will clearly set out your rights and responsibilities in respect of a product or service in plain language. We will use legal or technical language only where necessary. Where legal or technical language is used, further explanations and clarifications shall be made available to you as and when you shall so request.

- 5.3 When you become a customer, we will inform you as to the mode by which you will be apprised about changes to those terms and conditions. This will normally be through direct communication to you, by advice on display in branches or ATMs or on our website or by statements in the media before the changes are implemented. We will give you reasonable notice, which in normal circumstances shall be not less than 30 days before any change takes effect, so that you will have time to decide whether you want to continue with the product or service.
- 5.4 Where there are significant changes to the terms and conditions in a 12 months' period that warrant it, we will on request, make available to you a single document providing a consolidation of the variations made to the terms and conditions over that period.
- 5.5 We will inform you of any minimum account balance requirements at the onset of the banker-customer relationship and the charges payable if the account balance falls below the prescribed minimum.
- 5.6 Under normal circumstances, we will not close your account without giving you reasonable written notice, which, in any case, shall not be less than 30 days, at the last address you gave us.
- 5.7 However, we reserve the right, to protect our interest, to take such other measures as we consider appropriate including summarily closing your account for the following reasons, i.e. where:
- we are compelled by law to do so;
  - your account is being often kept in an unsatisfactory manner;
  - you have often not fulfilled your responsibilities;
  - you use threatening or abusive behaviour towards any employee;
  - we have reason to believe that your account is being used for fraudulent or illegal purposes;
  - there occurs any other circumstances which allows us no other alternative; and
  - you fail to provide appropriate documentation/information as part of our ongoing due diligence exercise under our regulatory obligations.



## 6. FEES, CHARGES AND INTEREST RATES

- 6.1 We will make available to you the rates of our fees and charges, if any, payable in connection with the operation of your account. You shall be informed of our published tariffs covering basic account services, at the time the account is opened and they will be subsequently communicated to you at any time on reasonable request.
- 6.2 The rates of the fees and charges with respect to all our products and services will be clearly displayed in the public part of our branches and will also be posted on our websites. Details of any changes to the rates of those fees and charges will be given, in a timely manner, which in normal circumstances shall be not less than 30 days before the changes take effect, by direct communication to you or by advice on display in branches or on our website or by statements in the media.
- 6.3 We will inform you of the nature and amount of charges debited to your account, including inactive accounts.
- 6.4 We will inform you of the interest rates applicable to your account. We will, on request, provide you with information relative to the manner in which interest is calculated and when it will be charged to your account. These will include the rates applicable and any other applicable fees/charges when your account is overdrawn without prior agreement or exceeds the agreed borrowing limit.
- 6.5 Where our advertisements and public notice refer to specific interest rates, we will wherever applicable, include the added information relating to the Annual Effective Rate (AER) or the Annual Percentage Rate (APR) which is equivalent to the relevant interest rate.

For advertising purposes, an example APR based upon a Homeloan of Rs 2,000,000 with a tenor of 20 years, or Personal Loans Rs 200,000 with a tenor of 5 years will be provided. Individual quotations produced to the specific requirements of a potential client will reflect the actual rates and APR applicable to their circumstances. Individual/Personalised illustrations will be made available upon request.

- 6.6 In calculating the AER (applicable to deposit accounts) or the APR (applicable to loan/credit products), we will convert the interest paid on the deposit account or yield on the loan/credit product, taking into account:
  - the rate of interest applicable;
  - the period of the deposit or loan;

- upfront fees, including Processing/Handling Fees, Valuations fees and any other upfront fee payable;
- monthly fees payable during the tenor of the Loan; and
- upfront incentives (including fees borne or gifted by the bank, cashback or other free products/services which can be quantified).

The APR provided is based upon current interest rates and the client maintaining the Loan with the institution for the entire duration of the quoted Loan tenor.

- 6.7 When we change interest rates with immediate effect, we will give public notice of these changes, for example, by notices in our branches or in the press, or on statements or through ATM network or our websites.

## **7. CUSTOMER INFORMATION AND CONFIDENTIALITY**


- 7.1 Subject to paragraph 7.3, we will treat all customer information as strictly private and confidential (even after you cease to be a customer). We will not disclose your personal details or details about your account to anyone except when required or allowed under the law or when we have your permission to do so.
- 7.2 We will not press you by restricting access to any of our standard services and products upon the condition that you consent to pass your personal information to any company, including those in our group.
- 7.3 We are required to disclose information about your credit exposure/facilities, as applicable, to the Mauritius Credit Information Bureau (MCIB).
- 7.4 As and when required, we may need to collect your tax related information under international agreements endorsed by the Republic of Mauritius, i.e. Tax Residency status, Tax Account Number (TIN or TAN) and further request you to provide us with a Self-Certification document, where necessary.

If you decide not to conform with those requirements, we may have to terminate business relationship with you or reject your application for business relationship.

## **8. ADVERTISING AND MARKETING**

- 8.1 We will make sure that all advertising and promotional material is clear, fair and not misleading and complies with all relevant legislation.



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- 8.2 We will market and approve credit responsibly, based on the information you supply to us, to match your requirements and capabilities and supply you with suitable products, in an attempt to ensure that you do not subscribe to obligations beyond your financial means.
- 8.3 You may seek expert financial and legal advice in respect of any of our products.
- 8.4 We may inform you about the services or products of another company or, if you agree, that company may contact you directly.
- 8.5 If we are marketing a product as an agent, we will
- ensure that the material features and risks of the product are properly disclosed and explained to you during the marketing and selling process; and
  - clarify that the activity being marketed is not regulated by the Bank of Mauritius and that ultimate responsibility for the product vests with the company offering the product.

## **9. PROVISION OF CREDIT**

- 9.1 All lending will be subject to an assessment of your ability to afford such facility and your willingness to repay. This assessment will include – but will not be limited to the following:
- checks we are required to carry out with the Mauritius Credit Information Bureau (MCIB);
  - checks we may carry out with other banks with which you have transacted previously to ascertain your creditworthiness;
  - how you have conducted your previous and existing account with us;
  - information supplied by you, including verification of your identity and the purpose of the borrowing;
  - any security or collateral provided;
  - credit scoring;
  - your financial statements.
- 9.2 When we extend credit to you, including a mortgage loan, we shall encourage you to take independent financial and legal advice and explain to you:

- the interest charged thereon and the manner in which it is to be calculated;
- any applicable fees or other charges and the manner in which they are to be calculated;
- all terms and conditions applicable to the credit, clearly identifying your obligations;
- the operation and repayment of your loan, including all the charges and costs, and the additional interest and costs payable should your account fall into arrears, as well as the benefits and possible additional fees with regard to accelerated payment;
- that your credit facility may be recalled at any time, should you fail to respect the terms and conditions applicable to the credit;
- that you risk the possibility of losing any property given as security should you not keep up your loan repayments;
- whether the bank requires insurance to be taken out and whose responsibility it is to arrange for the insurance.

9.3 Should you request us to suggest an insurance, we will provide you with three insurance quotes and leave the choice to you.

### **Guarantors**

9.4 If you want us to accept any guarantor or other security from someone for a credit facility, we will:

- advise and caution the guarantor that, by giving the surety or other security, he may become liable instead of, or as well as, you;
- encourage the guarantor to take independent legal advice to make sure that he understands the commitment and the potential consequences of such a decision;
- ensure that all the documents the guarantor will be asked to sign will contain clear and prominent notice to that effect;
- advise the guarantor whether it is a limited (with maximum value) or an unlimited surety and tell him about the implications of an unlimited surety;
- undertake to inform the guarantor as soon as reasonably possible if the principal has committed a breach of the terms of any facility; and

- in accordance with applicable laws, send or make available to you and the guarantor, a statement of account in writing or electronic form, showing payments effected on the credit facility, interest charged or any other applicable fee which has been applied.

9.5 We shall provide you with a loan statement on a half yearly basis either electronically or by post.

## **10. RUNNING YOUR ACCOUNT**

10.1 We recommend that you check your statements or savings account book regularly and promptly in accordance with applicable laws. If your statement or savings account book has an entry that seems to be wrong, you should tell us as soon as possible, so that we can resolve matters.

10.2 To help you manage your account and check entries on it, we will give you account statements in writing or electronic form on a regular basis but at least once every six months, unless you request otherwise or if this is not appropriate for the type of account you have (such as an account where you have a passbook). Moreover:

- you can ask us to give you account statements more often than is normally available on your type of account, but there may be a charge for this service.
- you should manage the use of your statements to meet your requirements taking into account the charges associated with providing them.

10.3 We may for certain transactions, especially cash, request that you produce documentary evidence in support thereof. Otherwise, we reserve our right to decline the transaction in question.

10.4 We will, on request, advise you as to how direct debits, standing orders and recurring transactions work and how you may cancel one of these when you no longer require it.

10.5 It is essential that you keep us informed of any change with respect to any information provided at the time of the opening of the account and which may have an effect on the day-to-day running of your account (e.g. name, address, revenue, employer). You will be required to submit documentary evidence.

10.6 In accordance with the Financial Intelligence and Anti-Money Laundering Act (FIAMLA), we will not accept from you any transaction in cash, i.e. in money or by way of cheque which is neither crossed nor made payable to order, that exceeds Rs 500,000 (or the equivalent amount in foreign currency) unless such transactions qualify as 'Exempt' as defined by the FIAMLA.

## **Cheques**

- 10.7 In the case of an unpaid cheque, the depositor will receive an Image Return Document (IRD) instead of the physical unpaid cheque. The IRD (legal copy of the original) will serve as a notice of dishonour of the cheque.
- 10.8 We will retain original cheques paid from your account, or legible copies of these in any such form as required by law, for a period of at least 7 years as from the date of issue.
- 10.9 Where we have paid a cheque, we will, on request, within a reasonable time provide you with either the cheque, a legible copy of the cheque or the image of the cheque on payment of a fee.
- 10.10 We will, on request, explain how we deal with unpaid cheques and out of date cheques.
- 10.11 We will, on request, explain how and when we may stop a cheque or countermand other types of payments.
- 10.12 We will, on request, explain when funds can be withdrawn after a cheque or other payment has been credited to the account.
- 10.13 We will inform you if a cheque you have deposited has been returned unpaid.


## **11. COMPULSORY TRANSFER OF FUNDS AND PROPERTY**

### **Inactive Accounts**

- 11.1 Where the funds you have deposited with us fall below our minimum balance requirement (which may or may not exist and vary among banks) and these have been left untouched for a minimum period of one year, we will notify you in writing in case any service fees or charges are applied. Should you fail to respond within 6 months of such notification having been remitted to you, we will hand over the deposit to you in person, failing which we will transfer your deposit to the Bank of Mauritius. Moreover, where the statement of account has been returned undelivered on more than three consecutive occasions, we shall, after making enquiries regarding your address, cease to send a statement of account to you.

### **Abandoned Funds**

- 11.2 We are by law required to transfer to the Bank of Mauritius funds you have deposited with us which have been left untouched and not been reclaimed for a period of 7 years or more.



Before this is done we will inform you in writing at the last known address you have provided us. If you do not respond within 6 months of our last notification, the funds will be transferred to the Bank of Mauritius.

However, abandoned funds will not be sent to the Bank of Mauritius in the following circumstances: (a) Accounts which are subject to Freezing Orders, (b) Deposits in an account held as security for credit facilities; and (c) Where accounts are opened with the sole purpose of receiving interest from fixed deposit accounts.

### **Funds transferred to the Bank of Mauritius**

- 11.3 Funds transferred to the Bank of Mauritius in accordance with paragraph 11.1 or 11.2 will always remain your property or, if you die, will become part of your estate. This is the case no matter how many years pass by. However, such funds will not bear any interest. On application, supported by the appropriate documentary evidence, we shall initiate the process to retrieve your funds from the Bank of Mauritius.

### **Unclaimed Demand Drafts**

- 11.4 Where a demand draft you have applied for has remained unclaimed over a period of 7 years from the date of issue of the draft, and you have not responded within 6 months of our last notification made to you by registered post at your last known address, the demand draft will be treated as abandoned funds and will be transferred to the Bank of Mauritius in accordance with section 59 of the Banking Act on Abandoned Funds. It is worth noting that the beneficiary of the demand draft can still have a claim on the same draft during the period of 5 years from the date of issue of the draft.

### **Companies removed from the Register of Companies**

- 11.5 We are by law required to transfer to the Consolidated Fund of the Government all the properties of companies which have been removed from the Register of Companies.

## **12. FOREIGN EXCHANGE SERVICES AND CROSS-BORDER PAYMENTS**

- 12.1 We will explain the services, details of the exchange rates and the charges which will apply to our foreign exchange services. The rates of the fees or charges will also be displayed in our branches and on our websites.
- 12.2 When you wish to effect cross-border payments, we will, on request, provide you with details of the services we offer. In doing so, we will provide, as a minimum:

- a basic description of the appropriate services available and the manner in which they can be used;
- information as to when money sent abroad on your instructions may be expected to arrive; and
- details of the exchange rates, any commission or charges payable to us including a warning where agents' charges may also be incurred.

12.3 If money is transferred to your bank account from abroad, we will tell you the amount received and any charges applicable. If the sender has agreed to pay all charges, we will not deduct charges when we pay the money into your account.

12.4 We will let you know without delay if for any reason your remittances could not be executed by us or our agent.

12.5 We may request you to submit documents or provide relevant information as evidence of the payment to be effected or for proceeds received.

### **13. CARDS AND PERSONAL IDENTIFICATION NUMBERS (PINS)**

This section applies to “cards” as defined in the glossary.

#### **General features of cards**

13.1 Unless your identity has already been verified by us, we will request you to establish your identity when you apply for a card.


13.2 We will only issue a new card to you on request or in replacement of an existing card.

13.3 We will inform you if the card issued to you has more than one function.

13.4 When you apply for a card, we will tell you how it works and give you the terms and conditions.

13.5 If you do not recognise a card transaction that appears on your statement, we recommend you to notify us promptly and we will give you more details if you ask us. In some cases, we will need you to give us confirmation or proof that you have not authorised a transaction.

13.6 If we are satisfied that a transaction is unauthorised, the amount involved together with any interest charged, as a consequence of the transaction being unauthorised, will be refunded unless you have acted fraudulently or without reasonable care.

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- 13.7 We will inform you as to the frequency at which you will receive a request for payment and the period within which payment should be made.
- 13.8 We will inform you through direct communication or by advice on display in branches or ATM or on our websites or in statement message or by statements in the media, not less than 30 days before any variation of the terms and conditions relating to your card becomes effective.

### **PINs**

- 13.9 We will give you your PIN separately from your card. We will not reveal your PIN to anyone else.
- 13.10 We will tell you about our systems, which allow you to choose and change your PIN.

### **Credit Cards**


- 13.11 When we issue a card to you, our literature will provide the following information:
- your rights and obligations in respect of :
    - a. the credit limit authorised under the card and the amount of indebtedness outstanding at any time;
    - b. the period of time for which each statement is issued;
    - c. any charges and interest costs for which you become responsible for accepting and using the card;
    - d. the minimum amount in respect of the balance outstanding that must be paid at the end of each statement period; and
    - e. the maximum amount of your liability for unauthorised use of the card where it is lost or stolen;
  - the cost of borrowing in respect of any loan obtained through the use of the card;
  - the exchange rate applied and the manner in which it is calculated;
  - in the event the required instalment is not paid on the due date, particulars of the charges and penalties that you should pay; and
  - the amount of any charge or fee for which you are responsible for accepting and using the card and the manner in which the charge is calculated.

- 13.12 Before we give you a credit limit or approve your request for an increase in the credit limit, we will make an assessment as to your repayment capacity.
- 13.13 We may increase or decrease your credit limit on your card. However we will not change your credit limit unless we have informed you beforehand. You can contact us at any time if you want to reduce your credit limit or opt out of receiving credit limit increases.
- 13.14 You will receive a monthly statement for your credit card unless your account has a nil balance and has not been used. The monthly statement will include information about transactions since the last statement date, any interest and other charges/fees which apply, and the minimum repayment.
- 13.15 We will inform you of the period over which any promotional offer in relation to your credit card will apply.
- 13.16 We will inform you of such types of transactions using your credit card which will be treated as an advance.
- 13.17 If you make cash withdrawal with a credit card, we will treat it as a cash advance and you may be charged a handling fee and interest at the case advance rate as from the date of the withdrawal until full payment is effected.

## **14. INTERNET AND OTHER REMOTE BANKING FACILITIES**


- 14.1 At our level, measures are taken to preserve the security and confidentiality of your account information.
- 14.2 Online and other remote banking facilities are safe as long as you take a number of simple precautions:
- do not disclose your password or PIN to any third party under any circumstances and, be the only person to have knowledge of your password and PIN as they are meant to be kept secret;
  - review your bank statements and reconcile your accounts regularly;
  - treat emails you receive with caution and be wary of emails or calls asking you to reveal any personal security details. Nobody, even the Police or ourselves, is entitled or should ever contact you to ask you to reveal your online banking or payment card or PIN. Requests for the disclosure of such information should give rise to suspicion of Phishing attempts;



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- check the site security certificate for the Internet Banking site each time you do your banking;
  - change the password that was issued to you to a password of your choice known only to you;
  - should you be aware that your secret access code, be it PIN, password or other unique means of personal identification, has been observed or used by anyone, or compromised or lost or stolen, change it immediately and inform us promptly;
  - the security of your password or PIN as well as that of the computer from which you access our online and remote banking facilities is your responsibility;
  - ensure that you have read and are familiar with the terms and conditions of your bank's website, including any security precautions, and the product terms and conditions on the website;
  - do not use the browser facility to store your password in order to avoid having to enter it each time you transact, using internet banking;
  - ensure that there is adequate anti-virus and security software installed and enabled on the computer you use for internet banking;
  - if you have reason to believe that you have been the victim of Phishing or if you have received any fraudulent mail or if you note that a transaction has not been performed by you, you should immediately report this to us to allow us to quickly investigate the matter and take necessary actions;
  - ensure that you do not use computer terminals to which members of the public generally have access;
  - ensure that account numbers and amounts transacted for internet and mobile phone banking are entered correctly so that correct amounts are transferred to correct accounts or beneficiaries. It will not be possible for us to reverse payments made to wrong accounts without the specific consent of the account holders; and
  - do not leave your mobile device unattended and logged into a mobile banking service.

## 15. LIABILITY FOR LOSSES

- 15.1 It is essential that you tell us as soon as you can if you suspect or discover that:
- your chequebook, passbook or card has been lost or stolen; or
  - someone else knows your PIN, password or other security information.
- 15.2 The best way of informing us initially about the problem will usually be by telephone using the numbers we have given you or by email if we have given you an address for this purpose. You need to thereafter promptly confirm the problem in writing. We may require you to give a statement to the police about the loss or theft.
- 15.3 After you inform us that a chequebook, savings account book or card has been lost or stolen or that someone else knows your PIN, password or other unique means of personal identification, we will take immediate steps to prevent these from being used to access your account.
- 15.4 Subject to Paragraphs 15.6 and 15.7, we will refund you the amount of any transaction together with any interest or charges associated with the disputed transaction in the following instances:
- for all transactions not authorised or effected by you after you have informed us of the information listed in Paragraph 15.1;
  - where system malfunctions have occurred in ATMs or associated systems, which were not obvious or subject to a warning message or notice at the time of use.
- 15.5 If someone else uses your card before you tell us it has been lost or stolen, the bank will refund any disputed transaction if:
- you have exercised reasonable care in safeguarding your card from risk of loss, theft, or unauthorised use;
  - you immediately and without delay notified the bank on discovery of the loss, theft, or unauthorised use;
  - a PIN has not been used as the cardholder verification method for the unauthorised transaction; and
  - you have complied with the terms and conditions of the cardholder agreement.

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- 15.6 If you act fraudulently, you will be responsible for all losses on your account. If you have acted without reasonable care and this causes losses, you may be responsible for them. Your responsibility may also apply if you fail to follow measures set out in Paragraphs 14 and 16.
- 15.7 When a credit card transaction is disputed, we would request your patience and cooperation while we conduct an investigation to establish whether there has been fraud and negligence. In such cases, we expect you to cooperate with us and the Police in any investigation and we undertake to revert to you within 30 days of your notification to the bank of the disputed transaction.
- 15.8 Please note that we will not be liable for any loss caused by circumstances that are beyond our reasonable control, including but not limited to:
- your inability to access internet banking, or any other application associated with or reliant on internet, at any time, or any failure or delay in providing a service via the internet;
  - your inability to access telephone or mobile banking, or any other application associated or reliant on telephone or mobile banking, at any time, or any failure or delay in providing a service via telephone or mobile; or
  - a disruption of services caused by *force majeure*.

## 16. PRECAUTIONS AND SECURITY MEASURES


- 16.1 The care of your cheques, passbook, cards, PINs and other security information is essential to help prevent fraud and protect your account. Please make sure that you follow the advice given below:
- do not keep your cheque book and card together;
  - never give your account details or other security information to anyone unless you can reasonably trust the person and you are informed why he needs them;
  - do not allow anyone else to use your card and do not tell anyone else your PIN or password;
  - if you change your PIN, you should choose your new PIN carefully and avoid PINs that are easy to guess, such as 1111 or your date of birth;
  - try to memorise your PIN, password and other security information and destroy the accompanying notice received from the bank as soon as you receive it;

- as far as possible, do not write down or record your PIN, password or other security information;
- do not keep both your card and PIN together;
- always take reasonable steps to keep your card safe and your PIN, password and other security information secret at all times;
- keep your card receipts and other information about your account containing personal details (for example, statements) safe and get rid of them carefully by destroying them;
- take care when storing or getting rid of information about your account. People who commit fraud use many methods, such as bin raiding, to get this type of information. You should take simple steps such as shredding printed material;
- ensure that you are alert to the risks of mugging and card swapping when using ATMs or other electronic banking devices;
- do not use ATMs or POS that have obviously been tampered with or that contain warning messages;
- treat emails, SMS or calls you receive with caution and be aware that we will never ask you to reveal any personal account or security details (like your PIN, password, etc) in a letter, email, sms or telephone call;
- take care when entering your PIN on any ATM/POS and in particular with internet banking so that when you make payments, you transfer the correct amounts to the correct accounts or beneficiaries. We cannot reverse duplicate or erroneous payments you make to other accounts without the specific consent of those account holders; and
- follow our advice – our websites are usually a good place to get help and guidance on how to stay safe online.

16.2 You are by law required to exercise reasonable promptness in examining the bank statements we send you. If there is an entry that seems to be wrong, you should tell us as soon as possible so that we may look into the matter. We will remind you to check your statements every time we send you a statement.

## 17. FINANCIAL DIFFICULTIES

17.1 Should your account go into default, our first step will be to try to contact you to discuss the matter.

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- 17.2 If you find yourself in financial difficulties, you should let us know in good time and, in particular, respond to our communications as soon as possible. The sooner we discuss your problems, the easier it will be for both of us to find a solution and develop a plan with you for dealing with your financial difficulties, consistent with both our interests and yours.

## **18. COMPLAINTS HANDLING PROCEDURES**

- 18.1 We have in place appropriate and effective internal procedures for handling customer complaints.
- 18.2 We shall ensure that all our employees are aware of our internal complaint handling procedures and that they act in accordance therewith and that the complaints are handled fairly, consistently and promptly.
- 18.3 We shall at all times be ready to consider any suggestion you may wish to make in that connection.

## **19. COURT ORDERS AND STATUTORY OBLIGATIONS**

- 19.1 Where any Court Order on your account is issued, we shall comply with the Order.
- 19.2 Where a Customer Information Order or an Account Monitoring Order is issued by a Judge in Chambers pursuant to the Asset Recovery Act 2011, we shall comply with the Order.
- 19.3 Where an Attachment Order on your account is issued by the Mauritius Revenue Authority, we shall attach the relevant account up to the amount specified in the Attachment Order and inform you of the amount attached.
- 19.4 Where a statutory requirement imposes the obligation on us to debit your account, we shall act accordingly. In such cases, where practicable and permissible under the law, we shall inform you, prior to debiting your account.

## **20. BUSINESS CONTINUITY**

- 20.1 We will take all necessary measures to ensure the continuity of business operations and to minimise recovery time in the case of a disaster (natural or otherwise) or in the event of an emergency. We will inform you of any such occurrence.
- 20.2 If we plan to close or move a branch where you have an account, we will give you advance notice and tell you what the procedure is to continue to be a customer.

## **GLOSSARY**

These definitions explain the meaning of words and terms used in the Code. They are not precise legal or technical definitions.

### **ATM (Automated Teller Machine)**

A cash machine or freestanding electronic banking device dispensing cash which may also provide other information or services to clients who have a card and a PIN, password or other means of unique identification.

### **Banking and payment systems**

This refers to the underlying clearing, money transmission and computer systems used by banks.

### **Card**

A general term for any plastic card used to pay for goods and services and/or to withdraw cash.

### **Cheque**

A cheque is an unconditional order in writing drawn on a bank to pay, on demand, a sum of money as specified in words and figures by a drawer with his signature. A cheque is valid for one year as from the date of issue.

### **Consolidated Fund**

It means the Consolidated Fund referred to in Section 103 of the Constitution, where all revenues or other money raised or received for the purpose of the Government are paid into.

### **Corporate Governance**

Is the system by which companies are directed and controlled. Board of directors are responsible for the governance of their companies. The shareholders' role in governance is to appoint the directors and the auditors and to satisfy themselves that an appropriate governance structure is in place. The responsibilities of the Board include setting the company's strategic aims, providing the leadership to put them into effect, supervising the management of the business and reporting to shareholders on their stewardship. The Board's actions are subject to laws, regulations and the shareholders in general meeting.



## **Court Order**

Is a decision of the Court, other than a judgement, which is the final decision of a Court.

## **Cross-Border Payments**

Payments made to/received from overseas country.

## **Data Controller**

A person who, either alone or jointly with any other person, makes a decision with regard to the purposes for which and in the manner in which any personal data are, or to be, processed;

## **Default**

Failure to repay credit or to meet other conditions/obligations that were agreed to.

## **Direct debit**

An instruction in writing duly signed by a customer to a bank to pay a sum of money, to be specified by the beneficiary, as claimed for a particular service provided by the beneficiary to the customer.

## **Equity**

Justice applied in circumstances covered by law yet influenced by principles of ethics and fairness.

## **Force Majeure**

A ‘force majeure’ clause in a contract exempts a party from performing his contractual obligations due to unforeseen events beyond the control. These events include but are not limited to natural disasters such as floods, earthquakes and other acts of God, as well as uncontrollable events such as war or terrorist attack.

## **Guarantor**

A Guarantor is a person who gives his movable and immovable property as security and/or a person who signs a contract of guarantee and/or promises to pay any outstanding debts if the principal debtor/s or borrower/s is/are unable to honour his/her/their obligations.

## **Know Your Customer (KYC)**

Is a process conducted by banks and financial institutions to identify and verify the identity of their customers by collecting relevant information and documentation.

## **Mauritius Credit Information Bureau (MCIB)**

Collects, stores and provides credit information to lending institutions about customers' credit exposures. It is administered by the Bank of Mauritius under strict confidentiality.

## **Out of date cheque**

A cheque which has not been paid because the date written on the cheque is too old (normally older than 12 months for local cheques).

## **Password**

A word or an access code that is either supplied by a bank or chosen by customers to allow them to use internet and 'other remote banking' services.

## **Person**

An individual or a group of persons or a body corporate.

## **Phishing**

A fraudulent act where emails, text messages and pop-up messages are sent to internet banking users claiming to be from a reputable financial institution or e-commerce site to get the victim to release personal and confidential information such as his login code, password etc.

## **PIN (Personal Identification Number)**

A confidential number which allows customers to make purchases of goods and services, withdraw cash and use other services at a cash machine. Customers will often have to enter their PIN into a point of sale terminal, instead of signing a receipt, to authorize a transaction.

## **POS (Point Of Sale)**

A point of sale (POS) terminal is a computerized replacement for a cash register.





## **Property**

As defined in the Companies Act 2001, it means property of every kind whether tangible or intangible, real or personal, corporeal or incorporeal; and includes rights, interests and claims of every kind in relation to property however they arise.

## **Remittances**

Transfer of funds to or from an overseas account.

## **Remote Banking Facilities**

A banking transaction conducted from a remote location through internet, telephone and mobile device.

## **Standing Order**

An instruction in writing duly signed by a customer to a bank to pay a certain sum of money on specific date/s to a named party during a specified period.

## **Unpaid cheque**

A cheque which, after being paid into the account of the person it is written out to, is returned 'unpaid' (bounced) by the bank whose customer issued the cheque. This leaves the person the cheque was written out to without the money in his account.



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