

42. The Bank reserves the right, in its sole discretion, to close any account without prior notice:
- if the account is not properly maintained.
  - if no transaction has been initiated by the Customer within six months as from the date of opening of such account and the said account does not display a positive balance at such time.
  - if required by a court order or where the account is used for illicit transactions.

#### Correction of Erroneous Entries

43. In case of erroneous entries, the Bank shall proceed with the relative contra entries and advise the Customers accordingly.

#### Complaints procedure

44. Should the customer not be satisfied with the Bank's level of service or have any other complaints, he should contact any Branch Manager or Operations Supervisor who will attend promptly to all his queries.

##### Investigation and resolution:

Should further investigation be required, we will refer your written complaint to a dedicated officer who will acknowledge same within three working days and provide you with a reference number. We aim to resolve your complaint within 10 working days from the date the complaint was received and will notify you should the investigation take longer than 10 working days. A verbal or written response will be provided on the conclusion reached and the remedial actions taken.

##### Escalation process:

Should you be unsatisfied with the outcome at the end of the investigation, you may put your complaint in writing to the Regional Manager, and subsequently to the Head of Retail at the following address.

The Head of Retail Banking  
The Mauritius Commercial Bank  
9-15 Sir William Newton Street  
Port Louis

##### Appeal process:

Should the outcome not meet your expectations, a final appeal may then be escalated to our Complaints Officer who is also based at the above address.

##### Escalation to Bank of Mauritius:

In case complainants are not satisfied with the reply provided to them, or they do not receive a reply from the bank within 3 months as from the date of their complaint, they may refer their complaint to the First Deputy Governor of the Bank of Mauritius specifying the nature of their complaint, the redress sought for and the reasons for their dissatisfaction duly accompanied by the following documents:

- A copy of the complaint made to MCB;
- A copy of the reply made by MCB;
- And any other document or information which may be relevant to the complaint

#### Miscellaneous

45. Any correspondence addressed to the Customer's last given address as recorded in The MCB's register shall be deemed to have been delivered to the Customer.
46. The current account is not transferable or assignable and cannot be pledged as security.
47. The Customer agrees to be bound by any future amendments that may be brought to the present rules and regulations.
48. The MCB shall make available to the Customer, on request, and provided there are sufficient changes in a 12 month period to warrant it, a single document stating the amendments made to the rules and regulations over that period.
49. In the case of a locally incorporated Category I Global Business Licence company, the account can be operated in Mauritian Rupees "for the purpose of its day to day transactions arising from its ordinary operations in Mauritius", as provided by law.
50. The Customer shall ensure that all transactions carried out by him or on his behalf are in conformity with the laws prevailing in Mauritius, in particular the legal provisions pertaining to the Financial Intelligence and Anti-Money Laundering Act 2002 and the Regulations made in June 2003.
51. The Customer notes the policy of the Bank to pass information on its clients' transactions to the competent authorities in circumstances where the laws would require regulated financial institutions to do so.
52. The Bank is entitled, in its sole and absolute discretion, to allow overdrafts and to process payment/transfer instructions.
53. In the presence of various instructions, the total amount of which exceeds the available balance on the account and/or the credit limit granted, the Bank shall be entitled to determine in its sole and absolute discretion, which instruction/s should be executed, regardless of the date it/they bear/s or that on which it/they was/were received.
54. The Bank shall not be liable for delays or errors in carrying out instructions which arise as a result of incorrect, incomplete, misleading or illegible information received from the client, including any misdirection resulting from incorrect, incomplete or contradictory details in transfer instructions.
55. In virtue of Art 2150 of the Mauritian Civil Code, the Bank shall have a right of set off in respect of any monies due by and demandable from the Customer against all or any part of all monies standing to the credit of his accounts.

Should you request any further information or assistance, please call us on 202 6060 or consult the Bank's website: [www.mcb.mu](http://www.mcb.mu)

\*The rules and regulations are also available at any time on request at all MCB branches and on MCB's website ([www.mcb.mu](http://www.mcb.mu)).



## Rules and Regulations Current Accounts in Mauritian Rupees

## Current Account in Mauritian Rupees Rules & Regulations

### Introduction

These rules and regulations set out the contract between the Account Holder and The Mauritius Commercial Bank Limited (also referred to as 'The MCB' or the 'Bank') and set out the duties, responsibilities and rights of both the Customer and the Bank and also provide general information about the:

- Key features of the account
- Additional services available on the account
- MCB's interest rates and charges

The MCB may from time to time amend the rules and regulations hereof and shall notify such amendments to the Account Holder.

**When opening a Current Account in Mauritian rupees it is agreed and acknowledged that :**

### Identity of Customers

1. As per the Banking Act 2004, the Bank shall only open accounts where it is satisfied that the true identity of the person applying for business relationship has been established. The applicant should submit to the Bank originals of all proof of identity and proof of address which the Bank shall deem necessary, i.e. ID, utility bills and any other documents as may be requested by the Bank from time to time. Any change in respect of same should be communicated forthwith to the Bank.
2. All Customers shall be given an Account Card upon the opening of a Current Account. The Account Card shall be updated upon opening of additional accounts.

### Opening of Accounts

3. An account may be opened in the names of:
  - An individual in his own name
  - Two or more individual persons in their joint names
  - Any other entity as may be permitted by law (e.g. a company / société / partnership / club / association...)
4. The Customer will be requested to deposit the required minimum amount in conformity with the Bank's policy.
5. The Bank reserves the right to reject an application for the opening of a Current Account in conformity with the Bank's policy.

### Account Maintenance

6. The Customer shall not overdraw his account without the prior authorisation of the Bank. Where a Customer is authorised to overdraw his account, the facility is deemed repayable on demand. Any unauthorised overdrawn balance shall be charged a penalty rate above the rate applicable to the overdraft/account category of the Customer.

### Interest, Fees and Charges

7. The MCB will charge a service fee subject to Value Added Tax, on a monthly basis to all accounts.
8. Debit interest at the prevailing rate on overdrawn balances shall be charged to the account on the last day of the month.
9. In case The MCB requires the service of attorneys to obtain the recovery of any overdrawn balance on a Customer's account, all costs, commissions and accessories, including VAT, will be due and payable by the Customer.
10. The fees and charges applicable to the account and to other services and products offered by the Bank are listed in the Table of Fees and Charges displayed at the Bank's Head Office, all MCB branches and MCB's website (www.mcb.mu).
11. The MCB shall publicise details of any changes to rates of interest, fees or charges through its ATM network or website, or by press advertisements, branch notices, statement messages or personally to Customers.

### Deposits and Payments

12. Application for cheque books shall be effected through the cheque book order form designed for that purpose or through MCB's remote channels such as, inter alia, Internet Banking. Cheque books shall normally be available after two working days.
13. Cheque books will be handed over to the Account Holder(s) or to any third party appointed by the Account Holder.
14. The cost of the cheque book will be debited to the Customer's account.
15. Cheques must be drawn on the pre-printed cheque forms provided by the Bank.
16. Cheques should be drawn in such a way as to prevent alteration after issue.
17. Any alteration on the cheque should be authenticated by the drawer's signature.
18. Customers wishing to:
  - Have special cheque books or continuous paper cheques
  - Utilise cheque signing machines to overprint signatures on MCB chequesshould contact their respective Account Executives for advice and guidance.
19. Drawings will not be accepted or operated against lodgments, the relative entries of which have not yet been made in The MCB's books. In case of lodgments comprising cheques and/or bank drafts and/or travellers cheques, drawings will not be accepted

until such effects are cleared. In case an instrument drawn on an overseas bank and sent for collection by The MCB is subsequently returned unpaid, the depositor's account shall be debited with the amount of the item returned unpaid plus the Bank's charges. Any fee claimed by overseas correspondents in respect of unpaid item/s shall be debited to the depositor's account at the selling rate of exchange prevailing on the current day.

### Outward / Inward Transfers

20. Customers making application for payments to overseas beneficiaries, either through a bank draft or through an outward transfer (SWIFT) form are hereby notified that the MCB Ltd may have to provide their KYC information to its correspondent banks on demand. Additional information, as required by correspondent banks and not limited on Outward Transfers but also on Inward Transfers, may also be sought from customers.

### Loss or Theft of Cheque Book/Account Card

21. Customers are liable for the safekeeping of their cheque books/ Account Card.
22. In case of theft of their cheque book, Customers will be required to provide the Bank with a police statement.
23. Customers should notify the Bank of the loss, theft or misplacement of their Account Card. Should the Account Card be retrieved, the Customers undertake to return same to the MCB.
24. The MCB reserves the right to claim from the Customer a fee for the replacement of an Account Card.
25. Withdrawals can be effected from the account either by means of a cheque or the Bank's prescribed form.

### Stop Payment of Cheques

26. Customers may request the Bank in writing to stop the payment of a cheque before same has been presented for payment unless the Bank has committed itself to honour such cheque, for example by having certified it good for payment.
27. Customers will be required to provide for full particulars of the cheque.
28. Fees for stop payment of cheques will be debited to the Customer's account.

### Statement of Account

29. The Bank shall send a statement of account to the Customer's last known address/email address at least every six months. For those who have suppressed their statements, a balance certificate shall be sent every six months.
30. In terms of section 58(1) of the Banking Act 2004, a Customer is required to exercise reasonable promptness in examining the statement of account made available to him to determine any discrepancies.

31. In case of discrepancies the Customer shall promptly notify the Bank of the relevant facts pursuant to section 58(2) of the Banking Act 2004.

### Joint Account

32. The joint account holders shall be responsible individually and together for observing these rules and regulations. Further information on operating a joint account will be provided on opening such account.

### Inactive Account

33. All accounts on which there have been no transactions, other than non-user initiated accounting entries such as interest payments, for a period of 3 years will be considered as inactive.
34. Prior to effecting any transaction on inactive accounts, Customers will be required to reactivate them by complying with the current procedures at the time of reactivation.
35. The inactivity period referred to may change as decided by the Bank.

### Abandoned Funds

36. All deposits which have been left untouched by the Customer for a period of 7 years will be considered as abandoned. A letter will be sent to the Customer's last known address to that effect and if the Customer does not respond within the prescribed period, the account will be closed.
37. In consequence, the deposit together with any interest accrued will be transferred without formality to the Central Bank, to be dealt with as decided by the Central Bank, in accordance with section 59(1) of the Banking Act 2004.
38. Any refund shall be effected to the account holder or his heirs or assigns following a rightful claim to the satisfaction of the Bank. Such refund shall carry no interest.

### Restrictions

39. The Bank shall not process a transaction if it is not reasonably satisfied of:
  - The identity or authority of any person requesting the transaction or
  - The lawfulness of the transaction

### Closure of Accounts

40. Customers wishing to close their accounts can do so either by writing or using pre-printed forms available at any MCB branch. They will be required to return to the Bank any unused cheques.
41. The Bank shall normally proceed with the account closure within 5 working days unless otherwise advised by the Bank.