

# Terms and Conditions



## **AGREEMENT BETWEEN CREDIT CARDHOLDER AND SBM VISA CLASSIC CREDIT CARD, SBM MASTERCARD CLASSIC CREDIT CARD, SBM VISA GOLD CREDIT CARD, SBM MASTERCARD GOLD CREDIT CARD, SBM VISA PLATINUM CREDIT CARD AND SBM MASTERCARD STANDARD CREDIT CARD**

### **1. DEFINITIONS:**

- 1.1 "The Bank", "SBM", "our", "us" or "we" means SBM Bank (Mauritius) Ltd.
- 1.2 "The card" means SBM MasterCard and/or SBM Visa Card issued by the SBM to its customers.
- 1.3 "Credit Card Account" means the special account attached to the specific card/s issued to the cardholder.
- 1.4 "Principal cardholder" means the customer who has been issued any one or more of the SBM cards and on whose name the card account has been opened.
- 1.5 "Additional cardholder" or "Supplementary cardholder" means any person to whom the Principal cardholder has asked the SBM to give a card so that the Additional Cardholder may use the Principal Cardholder's Card Account.
- 1.6 "Credit Limit" is the maximum amount revolving credit which SBM allows the cardholder to transact with the card account at any time.
- 1.7 "ATM" means the Automatic Teller Machine located in Mauritius or abroad displaying the Visa or MasterCard logo.
- 1.8 "PIN" means the Personal Identification Number issued by SBM to the cardholder.
- 1.9 "POS" means the point of sale of any authorized merchant or establishment displaying the Visa or MasterCard logo, a terminal to accept cards and cards transactions.
- 1.10 "Contactless POS" means a Point of Sales (POS) terminal, equipped with a Contactless Reader
- 1.11 "Contactless Transaction" – Transaction processed without requiring the Card to be swiped or inserted at a Contactless POS terminal and without requiring the Cardholder's PIN to authorise a transaction, subject to the transaction threshold applied by SBM
- 1.12 "Contactless Reader" - Secure reader installed within a Contactless POS terminal through which contactless purchases may be made.
- 1.13 "Terminal limit" is the limit which has been set by the Merchant on the Contactless POS terminal to accept Contactless payment

### **2. ACCEPTING THE AGREEMENT**

This Agreement governs the terms and conditions of the use of the credit card issued by SBM. It is imperative that before you sign and agree to this Agreement, you need to read and understand it. However, upon immediate use of the card, it is implied that you undisputedly submit yourself legally to all the terms and conditions of this Agreement.

Note: In case where you disagree with this Agreement, you are required to cut the card in halves and return same to the Bank.

### **3. PURPOSE OF THE CARD**

The card enables its holder:

- i) To pay for the goods and services supplied by all merchants who display the Visa or MasterCard logo.
- ii) To withdraw bank notes:
  - (a) In Mauritius from SBM ATM displaying the Visa or MasterCard sign in local currency.
  - (b) In Mauritius from non-SBM ATM displaying the Visa or MasterCard sign in local currency.
  - (c) Abroad from banks, Financial Institutions and ATMs displaying the Visa & MasterCard logo, in the currency of the country concerned.
- iii) To effect the following additional activities at SBM ATMs
  - (a) Change PIN
  - (b) Balance inquiry (indicative and subject to systems availability)
  - (c) TopUp of pre-paid mobile phones
- iv) To effect payments over the Internet for the goods and services supplied by all merchants who displays the Visa or MasterCard logo. For such transactions, SBM reserves the right to decline the transaction in case the cardholder has not registered for this service with SBM. The cardholder accepts that electronic communications via the internet or SMS-based telecommunications media may not be secure and may be intercepted by unauthorised persons or delivered incorrectly. Any such communications shall be at your risk. Where a transaction is conducted through SBM's eSecure system (a system approved by the bank to enable the secure use of the card over the internet) in accordance with all instructions and in compliance with all security requirements issued by the bank the cardholder will no longer be liable for the risk of interception by unauthorized persons or incorrect delivery. Use of any eSecure system by the cardholder is subject to the terms and conditions of the eSecure system.
- v) To make mail or telephone orders or remote (internet, email) order for goods and services. By doing so the cardholder is authorizing the merchant to debit the purchase amount from his/her card account. The cardholder must pay the amount of the transaction although he /she will not necessarily have signed a sales voucher and the card was not present at the time of the transaction.  
SBM reserves the right to amend, delete and add the above mentioned features. Such changes will be published on SBM website at [www.sbmgroup.mu](http://www.sbmgroup.mu)
- vi) To pay for goods and services supplied by merchants, by tapping or waving the Card at a contactless POS terminal ("Contactless Transaction Processing")

### **4. ISSUE OF THE CARD**

- 4.1 SBM shall issue the card to those customers whose application to that effect shall have been accepted and after the opening of a special account entitled "Credit Card Account". The card is strictly personal and must for its validity, be signed by the cardholder before use. The card cannot be used by any other party.
- 4.2 The bank will assign a credit limit to the card account which must be strictly observed. The cardholder may however apply for a review of his/her credit limit which will be assessed as per the criteria in place for limit increases. The cardholder will be responsible in the event the credit limit is exceeded as a result of the card being used for transactions below the merchant floor limit or for offline transactions or for any other cause(s).

### **5. USE OF THE CARD**

- 5.1 The cardholder is entitled to use his card for the purposes set out in section 3 above.
- 5.2 The cardholder undertakes to exercise the utmost care to prevent the card from being lost or stolen.
- 5.3 Before effecting the withdrawal of any sum, the cardholder must ensure that he/she has sufficient funds standing to the credit of his/her credit card account or that the transaction is within the credit limit set by SBM.

- 5.4 The amount withdrawn by the cardholder, such as it is recorded by the ATMs, will be debited to the cardholder's credit card account.
- 5.5 Cardholders must ensure that the CHIP on the card is protected at all times from misuse including tampering damage, destruction or any form of unauthorized use and must be kept clean at all times.
- 5.6 The PIN is essential to effect transactions on ATMs and POS.
- 5.7 Payments will be evidenced by a sales voucher issued by the merchant.
- 5.8 In exceptional cases, the cardholder will sign a sales voucher when using the card to purchase.
- 5.9 The bank will not be liable if a transaction cannot be processed as a result of the merchant point of sales not being correctly configured or for any other cause.

## **6. CONTACTLESS TRANSACTION PROCESSING**

- 6.1 For the purpose of Contactless Transaction Processing:
  - 6.1.1 A Contactless Transaction Processing allows for a transaction to be processed without requiring the Card to be swiped or inserted at a Contactless POS terminal and without requiring the Cardholder's PIN to authorise a transaction, subject to the transaction threshold set by SBM which may be amended from time to time<sup>1</sup>.
  - 6.1.2 A Contactless payment method via VISA/MasterCard/UPI network can be performed at any Contactless POS terminal which displays contactless logo.
  - 6.1.3 Contactless Transactions are also subject to the Card Limits which shall be revised by SBM from time to time.
  - 6.1.4 Where the Cardholder has exceeded his limits, he may be required to enter his PIN to complete a Transaction.
  - 6.1.5 Contactless Transactions are also subject to terminal limits which shall be set by the merchant.
  - 6.1.6 If Contactless Transaction exceeds one or more of the limits, the Cardholder can still make purchases by inserting the Card into the Contactless POS terminal and input the PIN
- 6.2 The Cardholder shall be liable for all contactless transactions that have been effected with his Card unless he has reported that his card has been stolen or lost
- 6.3 The records of the "Contactless POS" shall be final conclusive and irrefutable evidence of the amounts of Contact transactions by the cardholder entitling SBM to debit such amounts to the cardholder's credit card account.
- 6.4 SBM shall in no circumstances be liable for the malfunctioning and/or temporary breakdown of the Contactless POS which may result in the delay or rejection of any Contactless transaction.
- 6.5 The Maximum Cumulative Contactless transaction without Pin allowed is MUR 2,500 daily

## **7. PERSONAL IDENTIFICATION NUMBER TRANSACTIONS ON ATMs AND POS (IN MAURITIUS AND ABROAD)**

- 7.1 A personal identification number (hereinafter referred to as "PIN") will be allotted by SBM to the cardholder and notified confidentially to him.
- 7.2 The cardholder will, in his own interest, keep his PIN secret, not to impart it to any person whatsoever and destroy the pin notification.
- 7.3 When authorizing a transaction using your PIN you must confirm the amount with the Merchant at time of authorization. The entries relating to a transaction recorded in the account are conclusive evidence that the transaction occurred as so recorded.
- 7.4 The cardholder should use due care in preventing anyone seeing the PIN when it is being entered in the ATM or a POS terminal.
- 7.5 The use of the PIN will be regarded as conclusive evidence that the transaction was authorized by the cardholder or, as the case may be, the authorized user.
- 7.6 The cardholder should change the PIN from time to time.
- 7.7 If the PIN has become known to any unauthorised person, the cardholder will notify SBM immediately on the Cards Hotline (Tel 230-202 1256). The cardholder will nevertheless be liable for any transaction effected by the use of the card by any other person who acquired possession of it with or without the cardholder's consent before such notice is received as if he had used it personally.

The following is quoted from the MBA Code of Banking Practice, Section 15.5, Liability for Losses: If someone else uses your card before you tell us it has been lost or stolen, the bank will refund any disputed transactions if:

- You have exercised reasonable care in safeguarding your card from risk of loss, theft, or unauthorized use;
- You immediately and without delay notified the bank on discovery of the loss, theft, or unauthorized use;
- A PIN has not been used as the cardholder verification method for the unauthorized transaction;
- You have complied with the terms and conditions of the cardholder agreement.

## **8. SPECIAL PROVISIONS RELATING TO THE RUNNING OF THE ATMs**

- 8.1 The ATMs records or their reproduction on a computer base will be conclusive and irrefutable evidence of the amounts withdrawn by the cardholder entitling SBM to debit such amounts to the cardholder's credit card account.
- 8.2 SBM and the firm responsible for the maintenance of the ATMs will in no circumstances be liable for the malfunctioning, temporary breakdown or misuse of the ATM, which may result in the retention of the card or its being torn or destroyed.
- 8.3 SBM will not be liable in case the ATM transaction fails for any reason whatsoever.

## **9. CASH WITHDRAWALS OVER THE COUNTER FROM OTHER BANKS AND FINANCIAL INSTITUTIONS**

- 9.1 Cash withdrawals from banks and financial institutions by means of the card will require the presentation of the cardholder's passport or National Identity Card.
- 9.2 The bank or financial institutions concerned will, prior to effecting the payment, seek and obtain the prior authorisation of SBM in Mauritius. As a result, delays may occur before the withdrawal is effected.
- 9.3 The cardholder will also, when using the card to obtain money, sign a cash advance voucher. Any cash advance voucher bearing the imprint of the card will entitle the bank or financial institution to make the payment aforesaid even if the cash advance voucher is unsigned.

## **10. PAYMENT FOR GOODS AND SERVICES**

- 10.1 The PIN is essential for payment of goods or services.
- 10.2 Payments will be evidenced by a sales voucher/receipt issued by the merchant.
- 10.3 In exceptional cases, the cardholder will sign a sales voucher when using the card to purchase goods or services.

## 11. METHODS OF SETTLEMENT

11.1 The card will allow credit facilities to the cardholder and the credit limit will be periodically communicated to him on his bank statement. SBM will send to the cardholder by post or other electronic means on the address given by him, a monthly statement of all transactions effected. The nonreceipt by the cardholder of the relative monthly statements does not, in any way, discharge the cardholder from the payments obligations as laid down below.

The debit balance of the cardholder's credit card account will be settled in one of the following ways as selected by the cardholder:

- i) Payment in full of the amount due, or
- ii) Mandatory minimum payment as shown on the cardholder's statement
- iii) Pre-arranged fixed payments and dates

The cardholder will effect the payments referred to in previous paragraph in accordance with the usual SBM procedures.

11.2 Finance charges (Interest) will accrue if debit balance has not been paid in full and/or if cash advance transactions have been performed.

11.3 The cardholder is allowed a revolving credit, which consists in his credit facility being adjusted by an amount equivalent to each refund effected by him within his overall credit limit. The cardholder will, in no circumstances, exceed the authorized credit limit. The cardholder will ensure, before effecting a payment by credit card, that he has sufficient funds standing to the credit of his credit card account, or that the transaction is within the credit limit set by SBM.

11.4 Payments made to the cardholder or for his account in pursuance to the present agreement will be subject to the provisions of Articles 2150-I of the Civil Code relating to the special privilege of the banker.

## 12. LOSS OR THEFT OF THE CARD

12.1 The cardholder undertakes to exercise the utmost care to prevent the card from being lost or stolen. However, in case of the card being lost or stolen, the cardholder should immediately inform the bank

- i) by Hotline number (Tel 230-202 1256)
- ii) by a member of his family
- iii) by calling personally at any Service Unit
- iv) or by all accepted means of communications and to be confirmed in writing

12.2 SBM may further require the cardholder to report it to the Police and to produce the report thereof to the Service Unit where his account is kept as proof that such report has been made.

12.3 In case of dispute as to the effective time and date of notification of any loss, theft or suspected theft, the time and date of receipt of the written notification at SBM Online Services will be conclusive.

12.4 Report of the loss, theft, suspected theft or abstraction of the card would in no way affect any transaction effected prior thereto or those already settled by SBM or debited to the cardholder's account.

## 13. LIABILITY OF CARDHOLDER

13.1 The maximum amount of the cardholder's liability for unauthorized use of the card where it is lost or stolen, is the maximum amount that can be withdrawn immediately preceding the time and date of the report of the loss or theft of the card to SBM.

13.2 The cardholder will not be responsible for any withdrawal or payment for goods and services resulting from the use of the card, as from the specific time he/she informs the bank.

## 14. CLAIMS

14.1 Any claims or disputes between the cardholder and the supplier of goods or services supplied with the use of the card will be deemed to be irrelevant to SBM's claim and right to receive payment from the cardholder in terms hereof.

14.2 SBM undertakes to provide all necessary information relating to the use of the card to the cardholder and the merchant.

14.3 SBM accepts no responsibilities for the refusal of any merchant, establishment to honour the card for whatever reasons. Nor will SBM be responsible in any way for any goods or services supplied to the account holder(s) or cardholder(s) or any other person to whom the goods or services have been supplied.

14.4 From time to time as part of the Bank's Fraud Monitoring System, the bank may issue a "referral" message to a merchant. In such circumstances, the merchant is required to contact the bank to verify the cardholder. If the merchant fails to do so and refuses to process the transaction, the bank shall not be liable for the refusal of the merchant to accept or honour the card. In no circumstances will the bank be liable for the refusal of a merchant to accept or honour the card.

14.5 Complaints against the merchant should be resolved by the accountholder(s) or cardholders or such person as aforesaid with the merchant's establishment and no claim against the merchant establishment will relieve the accountholder(s) from any obligation to the bank hereunder.

## 15. SUPPLEMENTARY CARD

15.1 SBM may at its discretion and upon written request of the principal cardholder issue a supplementary card to the person nominated in such request. The supplementary cardholder will be supplied with a copy of the conditions of use for the time being in force and the principal cardholder will be bound, and liable for the use of the card by the supplementary cardholder in the same way as if he had used it personally.

15.2 The principal cardholder will be liable to SBM for all acts and omissions on the part of the supplementary cardholder.

15.3 SBM will cancel the supplementary card at any time at the written request of the principal cardholder provided the said card is returned to SBM.

## 16. DURATION AND VALIDITY OF CARD

16.1 The card will be valid up to the expiry date borne thereon. The card will be automatically renewed at its expiry date, unless contrary instructions have been given by the cardholder to SBM at least one month prior to the expiry date. The card will remain the property of SBM which may in its absolute discretion terminate its validity at any time or refuse to renew it on expiry without having to assign any reason thereof. The cardholder, in such eventuality, undertakes to return the card to SBM on demand and to stop using it from the time it is demanded back, such demand will be addressed to the cardholder by registered post at his last known address, the postal receipt being evidence of such demand.

16.2 The cardholder will be liable to prosecution in case he continues to make use of his card after such demand.

16.3 The closing of the credit card account on which a card is operated entails the duty on the part of the cardholder to return it immediately to SBM. The final settlement of the account will not be effected until sixty days have elapsed from the date the card has been returned to SBM.

16.4 In the event of death or bankruptcy of the cardholder or breach of any of the conditions of this agreement by the cardholder, the SBM may, in addition to any other remedies it may have, take such as are necessary to stop any operation by means of the card and for the withdrawal of the card.

16.5 The whole of the outstanding balance on the card account together with the amount of any outstanding transactions effected but not yet charged to the card account will become immediately due and payable in full to the bank on termination of the card agreement or on cardholder's bankruptcy or death. The merchants have up to 30 days from transaction date to present a transaction to the bank for payment. The cardholder or his estate will be responsible for settling any outstanding on the card account and shall keep the bank indemnified against all costs, charges (including legal fees) and expenses incurred in recovering such outstanding.

#### 17. KEEPING OF DOCUMENTS AND INFORMATION RELATING TO OPERATIONS BY MEANS OF CARDS – TIME LIMIT FOR CLAIMS

The relevant documents and information referred to in paragraph 7 above, shall be retained by SBM for a period not exceeding one year. No claim or action whatsoever relating to a transaction shall be entertained after the expiry of 30 days from the date of the statement of account whereon the transaction is borne.

#### 18. COMMUNICATION OF INFORMATION TO THIRD PARTY

SBM shall be entitled, should it deem it necessary, to pass on to any commercial bank, financial institution or merchant any information relative to the cardholder in case of improper or fraudulent use of the card by him/her, or in order to facilitate the recovery of same in case of loss or theft.

#### 19. FEES AND CHARGES FOR THE SERVICES PROVIDED BY THE CARD

Details of all fees and charges applicable on credit cards are available on the bank's website [www.sbmgroup.mu](http://www.sbmgroup.mu) or on demand at any SBM branch. The bank may by notice to its customers in any way it deems suitable modify these fees and charges from time to time.

- 19.1 An annual fee for the services provided by the card shall be debited annually in advance to the cardholder's credit card account and shall not be refundable in the event of the card being withdrawn, the account closed or card remains uncollected during the year.
- 19.2 A replacement fee will be applicable upon replacement of lost/stolen or damaged card.
- 19.3 Finance charge (Interest) will be applied and billed to cardholder card account if the full amount billed (100%) is not repaid on the payment due date. The finance charge is calculated on the daily average balance over the statement period and is billed in the next statement. The finance charge will accrue on a daily basis from the transaction/s date/s until it/they is/are fully repaid. All new transactions will also attract the finance charge as from the date of the transaction. Furthermore all cash advance transactions will attract finance charges from the date the cash advances are effected until they are fully repaid.
- 19.4 If the cardholder has not effected the minimum payment by the due date and/or there are arrears due,
- A late fee will be applicable
  - The interest on the balance carried forward will apply and
  - The card may be suspended temporarily until the full amount of minimum payment due and/or arrears have been settled
  - During the period of suspension no transaction will be allowed up to date of settlement of all arrears of card account
- 19.5 An overlimit fee will be applicable to the card account if the cardholder exceeds the credit limit allowed on the card.
- 19.6 A cash advance fee will be immediately applied to the card account upon any cash withdrawal performed by the cardholder.
- 19.7 Payments in foreign currency effected by means of the card outside Mauritius will be converted into Mauritian rupees at the rate of exchange prevailing on the date the debit advices are processed by the VISA Centre in London or MasterCard Centre in St Louis, America, plus an additional fee of 2% over and above network charges. The fee may at any time thereafter be revised by SBM, irrespective of the date on which the amount is debited to the cardholder's account in the books of SBM.
- 19.8 An increase limit fee will be applicable on any increase limit requested of the cardholder, upon approval of same

#### 20. EXPATRIATES WORKING IN MAURITIUS

The bank will provide credit card facility on the basis of the expatriates' employment and residential status in Mauritius. The bank reserves the right to cancel and claim full repayment of the facility when an expatriate relocates outside Mauritius and/or when contact is lost with him/her. It is mandatory for an expatriate to have an account – savings or current with SBM to be granted a credit card which will be valid only within his/her work permit duration.

#### 21. SANCTIONS

- 21.1 Any improper or fraudulent use of the card will render the cardholder liable to prosecution.
- 21.2 For limits less than Rs2 million:  
All costs, fees and expenses including all attorney's fees that may be incurred by SBM for the recovery of any sum due as a result of the use of the card will be due and payable by the account holder, or account holders jointly in accordance with and under the provisions of Borrowers Protection Act or in the manner as provided for by Borrowers of Protection Act.  
For limits exceeding Rs 2 million:  
The customer agrees that in case of recovery of any amount due by him to the bank, to pay to the bank all costs, commission and fees payable to the latter provided such commission shall not exceed 10% of the amount recovered together with VAT and such costs, fees, commission shall be considered as accessories.
- 21.3 In a legal action before any court for the recovery of any sum due to SBM in connection with the use of a card the documents relating to the transactions effected therewith or certified photocopies thereof will be produced in court as evidence.

#### 22. UNLAWFUL PURPOSE

A card must NOT be used for any unlawful purpose including the purchase of goods or services, prohibited by local law applicable in the cardholder's jurisdiction. Furthermore, the card is not transferable and should be used solely by the cardholder.

#### 23. MODIFICATIONS OF CONDITIONS OF PRESENT AGREEMENTS

SBM may at any time amend the conditions hereof and shall notify such amendments to the cardholder. The cardholder who uses the card after receiving such notification or does not return the card to SBM within fifteen days of such notification shall be deemed to have accepted the said amendments and be bound thereby.

#### 24. REWARDS PROGRAMME

SBM reserves the right to amend part or whole, or completely withdraw a rewards program on its cards at any time within 30 days' notice, at its sole discretion and without incurring any responsibility or liability for resulting consequences to cardholders or others.

## **25. RISK MANAGEMENT**

Based on risk related information received (from internal or external sources) SBM reserves the right to change the card status including de-activating the card. SBM will advise the cardholder after such action has been taken by the bank.

## **26. RIGHT OF SET-OFF**

In addition to any general right of set-off or other rights conferred by law or under any agreement, the bank may, without notice, combine or consolidate the outstanding balance on the card account with any other account(s) which the cardholder maintains with the bank and set-off or transfer any money standing to the credit of such other account(s) in or towards satisfaction of the cardholder's liability to the bank under this agreement.

## **27. EFFECT OF THIS AGREEMENT**

- 27.1 Notwithstanding the termination of this agreement, all provisions contained herein shall continue to have full force and effect against the cardholder with respect to any card transactions entered into and liabilities of the cardholder incurred hereunder.
- 27.2 Each of these terms and conditions shall be severable and distinct from one another and if at any time any one or more of such terms and conditions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in anyway be affected thereby. on the Card have been finally settled (this may include any pending authorizations) and no Transaction is the subject of a dispute.
- 27.3 This agreement supersedes any similar agreement with the bank in connection with the issue or use of card(s), such agreement being hereby cancelled.
- 27.4 In this agreement, clause headings are inserted for convenience only and will not affect the interpretation and the singular includes the plural.

## **28. LAW AND JURISDICTION**

This agreement will be governed by and construed in accordance with the laws of Mauritius.