# SBM

## **GENERAL TERMS AND CONDITIONS FOR LOAN FACILITIES**

#### We agree to be bound by the standard conditions of SBM Bank (Mauritius) Ltd (the "Bank/SBM") :

- 1 I/We declare that to the best of my/our knowledge and belief the particulars set out in this application are true and correct and that no information which might affect the decision of the Bank has been withheld. I/We hereby agree to abide by the rules and regulations of the bank.
- 2. I/We hereby authorise the Bank to contact my/our employer/s to inquire on my/our employment details including salaries.
- 3. I/We understand that the Bank of Mauritius has, in the exercise of the powers conferred upon it by law, established a Central Credit Bureau, the "Mauritius Credit Information Bureau" (MCIB), to collect credit information from banks regarding the credit facilities which they grant to their customers in order to enable any bank which approached for a credit facility by a customer to obtain credit information from MCIB regarding any credit facilities granted to that customer by other banks.

I/We further understand that:

- a. The Bank will, as part of its appraisal process of the present application access MCIB to seek information on credit facilities provided to me/us by other banks, banks, and I/we authorise the Bank to do so.
- b. It will be a term of the credit facility applied for, if granted, that information regarding it shall be given to MCIB for the use of MCIB and other banks.
- c. I/We have the right to request from the MCIB information on what has been registered in my/our name in the MCIB. The information so collected will be kept in strict confidence by MCIB and the banks concerned.
- d. The Bank reserves the right to accept or not to entertain my application for banking facilities at its sole discretion without assigning any reason whatsoever.
- 4. I/We authorise the Bank to debit my/our account with respect to fees, as applicable (refer to Tariff Guide on our website www.sbmbank.com.
- 5. I/We formally declare and undertake to disclose to SBM Bank (Mauritius) Ltd in writing any subsequent credit facility that may be applied for by me from or granted to me by any other lending institution.
- 6. I/We unreservedly certify having taken cognizance of the terms and requirements of the Borrower Protection Act 2007.

I/We formally declare and undertake to:

- a. Disclose to SBM Bank (Mauritius) Ltd in writing any subsequent credit facility that may be applied for by me/us or granted to me/us by any other lending institution.
- b. Immediately inform SBM Bank (Mauritius) Ltd and my/our guarantor(s), if any, should I/we be unable to repay any instalment due to the bank, and give reasons therefor and seek the concurrence of SBM Bank (Mauritius) Ltd regarding arrangements for the payment of the instalment in default.
- c. disclose in writing -
  - (i) all other outstanding credit facilities already granted to me/us and details of any other liabilities, terms of repayment, amount still outstanding, or any instalments in arrears;
  - (ii) my/ouraveragemonthly expenses;
  - (iii) particulars of my/our monthly income; and
  - (iv) such other relevant information which SBM Bank (Mauritius) Ltd reasonably requires
- 7. I/We (Borrower/s) further undertake to immediately inform SBM Bank (Mauritius) Ltd and my guarantor(s), if any, should I be unable to repay any instalment due to the Bank or to any other lending institution
- 8. By signing and agreeing to the terms of this form, I/We am/are giving my/our your consent to disclose my/our personal data, including information about my/our account/s and transactions to :
  - a. Any company or entity within the SBM group (whether within or outside Mauritius) and other parties which intervene in the business relationship such as processing centres and credit information bureaus.
  - b. Subcontractors, suppliers or agents on the understanding they will keep my/our personal data confidential. However I/we will not be liable if they breach confidentiality.
  - c. Any person who may assume or acquire our rights; or
  - d. Where required by law or regulation.
- 9. The Bank may have recourse to various IT systems including but not limited to credit scoring systems and profiling systems for marketing purposes in order to process and obtain automated decisions based on my/our personal data provided by me/us to the Bank. These automated systems facilitate in identifying the suitability of the Bank's product and service offering to us.
- 10. Where I/We have consented to receiving marketing materials from the Bank, SBM and any other entity within the SBM group may use my/our information to inform me/us by telephone, text message, email or letter of the Bank's products or services which the Bank believe may be of interest to me/us.
- 11. We understand that a copy of the above terms and conditions may be made available to me/us upon request. The Bank may amend its terms and conditions at any time and it will inform me/us of any changes through email, letter, notices in its branches or offices or on its website or ATMs.

## **SBM**

## GENERAL TERMS AND CONDITIONS FOR LOAN FACILITIES (Cont'd)

12. By signing this form I/We agree to the above terms :

- a. I/We acknowledge that I have read and understood the contents
- b. I/We confirm that the personal data provided is complete and accurate
- c. I/We acknowledge that the Bank will not be liable for any unauthorised disclosure of my/our personal data by a third party unless I/we have been negligent
- d. I/We provide my/our consent on the terms above.

Applicant Name:	
Signature:	
Date:	
Joint Applicant Name:	
Signature:	
Date:	