



Terms and Conditions
Savings Account
in Maldivian Rufiyaa
and Foreign Currency

Savings Account in Maldivian Rufiyaa and Foreign Currency Terms and Conditions

INTRODUCTION

These Terms and Conditions set out the contract between the Account Holder and The Mauritius Commercial Bank (Maldives) Pvt Ltd (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 Terms and Conditions hereof and shall notify such amendments to the Account Holder.

WHEN OPENING A SAVINGS ACCOUNT IN MALDIVIAN RUFIYAA AND FOREIGN CURRENCY, IT IS AGREED AND ACKNOWLEDGED THAT:

IDENTITY OF CUSTOMERS

1. As per the Maldivian Banking Act 2010, 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 the originals of all proof of identity, proof of address, and such other documents as the Bank may require from time to time. The applicant shall have a continuing obligation to ensure that all such information and documents remain true, accurate, and current, and shall promptly notify the Bank in writing of any change thereto.

OPENING OF ACCOUNTS

2. 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/society/partnership/club/association...)
3. The Customer will be requested to deposit the required minimum amount in conformity with the Bank's policy.
4. The Bank reserves the right to reject an application for the opening of a Savings Account in conformity with the Bank's policy.

INTEREST, FEES AND CHARGES

5. 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 taxes as applicable, will be due and payable by the Customer.
6. Interest at the ruling MCB savings rate shall be computed daily subject to the minimum balance and shall be payable twice a year i.e. at the end of June and December or at such intervals as the Bank may from time to time decide.
7. Debit interest at the prevailing rate on overdrawn balances shall be charged to the account on the last day of the month.
8. Commissions and fees payable on transactions effected on the account, wherever applicable, shall be debited to the Customer's Account.
9. The MCB shall publicise details of any changes to rates of interest, fees or charges to Customers.
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 branches and MCB's website (www.mcbmaldives.com).

DEPOSITS AND WITHDRAWALS

11. Withdrawals by means of cheques will not be authorised.
12. For any deposit or withdrawal over the counter, Customers will be required:
 - (i) to use the Bank's prescribed forms and
 - (ii) to produce a proof of identity.
13. The Bank will allow third party withdrawals provided that such third party produces:
 - The relative withdrawal form purporting to be signed by the Account Holder together with
 - The Account Holder's written authorization, allowing the third party to act on his behalf and effect the respective withdrawal (either at the back of the aforesaid withdrawal form or through a letter) and
 - Proof of identity in respect of both the Account Holder and the third party

14. Drawings will not be accepted or operated against lodgements, the relative entries of which have not yet been made in the MCB's books. In case of lodgements comprising 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.

STATEMENT OF ACCOUNT

15. The Bank shall, unless otherwise instructed by the Customer, send a statement of account to Customers at his last known address/email address at least every six months.
16. (i) A Customer is required to exercise reasonable promptness in examining the statement of account made available to him to determine any discrepancies.
(ii) In case of discrepancies the Customer shall promptly notify the Bank.

JOINT ACCOUNT

17. The joint account holders shall be responsible individually and together for observing these Terms and Conditions. Further information on operating a joint account will be provided on opening such account.

DORMANT ACCOUNT

18. All deposits which have been left untouched by the Customer for a period of 5 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.
19. 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 35(A) of the Maldives Banking Act 2010.

INACTIVE ACCOUNT

20. (i) All accounts on which there have been no transaction other than non-user initiated accounting entries such as interest payments, for a period of 1 year will be considered as inactive.
(ii) Prior to effecting any transaction on inactive accounts, Customers will be required to reactivate them by complying to the current procedures at the time of reactivation.
(iii) The inactivity period referred to may change as decided by the Bank.

RESTRICTIONS

21. 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

22. Customers wishing to close their accounts can do so either by writing or using pre-printed forms available at MCB.
23. The Bank shall normally proceed with the account closure within 5 working days unless otherwise advised by the Bank.
24. The Bank reserves the right, in its sole discretion, to close any account without prior notice:
- (a) if the account is not properly maintained.
 - (b) if the account shows a negative balance for 03 (three) consecutive months
 - (c) if required by a court order or where the account is used for illicit transactions.

CORRECTION OF ERRONEOUS ENTRIES

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

COMPLAINTS PROCEDURE

26. Should the customer not be satisfied with the Bank's level of service or have any other complaints, he should contact the Branch Manager or Operations Supervisor who will attend promptly to all his queries.
27. **Investigation and resolution:**
- (i) Should further investigation be required, we will refer your written complaint to a dedicated officer who will acknowledge same within 3 working days.

- (ii) 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.
- (iii) A verbal or written response will be provided on the conclusion reached and the remedial actions taken.

28. Escalation process:

Should you be unsatisfied with the outcome at the end of the investigation, you may put your complaint in writing to the Branch Manager and subsequently to the Managing Director at the following address:

Managing Director

The Mauritius Commercial Bank (Maldives) Pvt Ltd.
H. Sifa Building, Boduthakurufaanu Magu
Male', Maldives

MISCELLANEOUS

- 29. Where a Customer is unable to sign, his thumbprint shall be affixed in the presence of TWO officers of the Bank, and certified by 2 witnesses of his choice in all transactions connected with the opening of, deposit into or withdrawal from a Savings Account carried out by him.
- 30. Upon completion of a transaction at The MCB's counters, the Customer shall immediately verify that the said transaction has been properly recorded. The Customer shall forthwith report to the Bank any discrepancy in the transaction/s or any improper record.
- 31. 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.
- 32. The Customer agrees to be bound by any future amendments that may be brought to the present Terms and Conditions.
- 33. The Customer shall ensure that all transactions carried out by him or on his behalf are in conformity with the laws prevailing in Maldives, in particular the legal provisions pertaining to the Maldives Banking Act 2010 and the Maldives Financial Transaction Reporting Regulation as amended from time to time.
- 34. The customer takes note of 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.
- 35. 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.
- 36. 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 account(s).