



# THE MAURITIUS CIVIL SERVICE MUTUAL AID ASSOCIATION LTD. (Business Registration Number: C10000071)

# KEY FACTS IN CONTRACTS (KFiC) AND OTHER INFORMATION – HOUSEHOLD EDUCATIONAL LOAN

The **Educational Loan Scheme** is meant to finance only the tertiary education of members and their wards.

#### PLEASE READ THE FOLLOWING BEFORE FILLING YOUR APPLICATION FORM TERMS AND CONDITIONS

### 1.0 Loan Eligibility

- (i) Only **one educational loan** will be disbursed **per course**.
- (ii) **A couple** (husband and wife) may apply jointly for **an educational loan** of up to Rs4m.
- (iii) Each loan will be disbursed in a lump sum up to a maximum of **Rs7m** depending upon the undermentioned criteria:
  - (a) **LOCAL INSTITUTIONS** Full tuition fees + 25 % as ancillary expenses.
  - (b) **ABROAD** twice full tuition fees up to a maximum of **Rs7m**.
  - (c) One disbursement (net of charges) will be effected per loan.
- (iv) The actual loan amount is based on eligibility and is not necessarily the same as the amount applied for.
- (v) The amount of the loan is subject to a cap of Rs7m for all loans taken from the Association except Home Loan.
- (vi) The amount disbursed shall be limited to the cost incurred for tertiary education e.g tuition fees, travelling cost, accommodation, materials for study, administrative expenses.
- (vii) Application should be submitted by loanee in person.

## 1.1 For loan eligibility of overseas courses:

- 1. Where tuition fees are <u>free</u>, the loan eligibility amount should be based on the following costs subject to documentary evidences:
  - (i) Accommodation (ii) Travelling (iii) M
    - (iii) Materials for study (iv) Administrative expenses
- 2. For the purpose of para. (1) above, the loan eligibility may be grossed up by 10% to cover other ancillary expenses subject to the existing cap of **Rs7m**.
- 1.2 In case of drop-out, Household Education Loan will be converted into Household Personal Loan as from the date of cancellation of the course.

#### 2.0 Guarantors

- 2.1 Except for pensioners, applicants can provide **up to six personal guarantors**, provided the loan amount is fully secured. Personal guarantors must be members of the Mutual Aid.
- 2.2 The following conditions shall apply if the loan is secured by a single guarantor:
- 2.2.1 In case there is only one guarantor, the net pay into bank of the guarantor excluding bonuses and overtime should be **at least equal** to the monthly loan instalment of the loanee;
- 2.2.2 The guarantor should be eligible for the loan amount applied for by the loanee;
- 2.2.3 The guarantor should also sign an undertaking that he is agreeable to be sole guarantor;
- 2.3 The following conditions shall apply if the loan is secured by two guarantors:
- 2.3.1 The net pay into bank of each guarantor excluding bonuses and overtime should be <u>at least half of</u> the monthly instalment of the loanee;
- 2.3.2 Each guarantor should be eligible to at least **50%** of the loan amount.
- 2.3.3 In case of more than 2 guarantors the above conditions will differ accordingly.
- 2.3.4 Guarantor(s) cannot opt out once the application has been processed.

#### 2.4 General Conditions

- 2.4.0 The Association reserves the right to make amendments to any of its loan policies and/or procedures at any point in time. The Association furthermore reserves the right to apply such amendments to loans already approved and granted.
- 2.4.1 The loan repayment period may not exceed the retirement age of a guarantor, unless the latter's future pension is sufficient to repay the loan in case of default payment.

- 2.4.2 The Association reserves the right to reject a loan application after assessing the risk profile of the applicant / guarantor and to keep in abeyance the loan application of an applicant who is in litigation with the Association until the final outcome of the case.
- 2.4.3 Guarantors should be fully aware of their responsibilities when they guarantee a loan as mentioned in the loan contract.
- 2.4.4 Guarantor(s) can stand as surety(ies) for a total liability limit (loan balance) of **Rs4m** for a monthly salary up to Rs50,000 and **Rs5m** for those earning above Rs50,000 monthly. Guarantors' age shall not be more than 5 years older than loanees.
- 2.4.5 In case the applicant bears the same surname as any of the guarantors or in case both guarantors bear the same surname, their relationship must be disclosed on the loan application form.
- 2.4.6 Members have the option to secure the traditional Personal Loan with a collateralized security.

# 3.0 Securities to be offered by the borrower:

- (i) A **fixed charge** on the property of the borrower; or
- (ii) A bank guarantee; or
- (iii) Loanees have the option to provide up to 6 guarantors subject to the following:

Sn.	Loan amount	Minimum number of guarantor (s)	For loan of Rs3m a
1	Up to Rs 1.0m	One	need to come and
2	$> Rs 1.0m \le Rs 2.0m$	Two	presence of Office
3	$> Rs 2.0m \le Rs 3.0m$	Three	Association.
4	> Rs 3.0m	Four	

For loan of Rs3m and above, guarantors need to come and sign in person in the presence of Officer of the Mutual Aid Association.

## 4.0 Rate of Interest (Effective 05.02.2025)

- 4.1 The interest rate is at **6.00%** p.a, is calculated daily based on the outstanding capital and is tagged to the Mutual Aid Base Rate (MBR). The interest rate **will be automatically adjusted** in case of any percentage change in the said MBR. Consequently, the loan maturity date may be increased or reduced to take into account fluctuations in interest rate during the loan period. However, the monthly loan instalment will remain the same.
- 4.2 If after loan disbursement, loanee joins the private sector and cannot refund the outstanding loan balance immediately, standing order payment may be accepted and interest rate will be readjusted at Personal Loan rate on the outstanding balance.

#### 5.0 Loan Repayment

5.1 The loan should be refunded in a maximum of **240 equal monthly instalments** or **less** depending on the applicant's age.

Note: About two months moratorium will be provided on loan repayment, thus the first deduction will be made by end of the  $2^{nd}$  month. Consequently, the loan period will be extended accordingly and the interest accrued during this period will be deferred and claimed after the maturity of the loan. This deferred interest would be indicated in the periodic loan statement issued to clients.

- 5.2 An Administrative cost and a solidarity contribution will be retained from the loan amount before the proceeds are credited into bank account of loanee.
- 5.3 The monthly instalment should be paid at latest on the **last working day** of **each month** failing which:
  - (a) The **totality** of the **outstanding balance** on the loan shall become immediately due and demandable.
  - (b) The **fixed charge** or **bank guarantee**, wherever applicable, shall become realisable forthwith.
  - (c) **Guarantor/s** will be required to service the loan.
- 5.4 In no case shall the total Mutual Aid deduction exceed 55% of the monthly eligible income / 40% of the total monthly income of pensioners. However, this is not applicable to institutions where there is 50% restriction on salary deduction.
- 5.5 At least 50% deduction will be effected through direct check off (member) and the remaining through direct check off or standing order (private sector). In case the deduction is 25% through standing order, then automatically deduction from check off to be 75%.
- 5.6 In case of standing order cancellation for non-valid reason, no further loan will be granted to main applicant.

SN	The following documents should be submitted:		
1	Original & Photocopy of applicant's National Identity Card and Birth Certificate (KYC record). Online Birth Certificate is		
	acceptable.		
2	Applicant's recent payslip / pension slip (not more than 1 month). E-payslip is acceptable.		
Letter from Ministry/Department certifying that applicant is: not under report, not on leave without pay, not in case, not on prolonged sick leave and also was not on prolonged sick leave recently. <i>Please note that the letter is</i> E-certificate is acceptable.			
4	Original & Photocopy of bank document showing bank account number and name of applicant (if changed).		
5	Original & Photocopy of bank statement showing name and address / Utility Bill (CEB or CWA or Mauritius Telecom) - not more than 3 months old of <b>applicant</b> (If utility bill is not in name of <b>applicant</b> , a written confirmation and copy of NIC should be secured from the utility bill account holder) or any other document showing relation ( <b>KYC record</b> ). <i>E-bills are acceptable</i> .		
6 Original & Photocopy of guarantor/s' National Identity Cards and Birth Certificates (KYC record). Online acceptable.			
7	Guarantor/s' recent payslips (not more than 1 month). E-payslip is acceptable.		
8	Original & Photocopy of bank statement showing name and address / Utility Bill (CEB or CWA or Mauritius Telecom) - not more than 3 months old of <b>guarantor/s</b> (If utility bill is not in name of <b>guarantor/s</b> , a written confirmation and copy of NIC should be secured from the utility bill account holder) or any other document showing relation ( <b>KYC record</b> ). <i>E-bills are acceptable</i> .		
9	Original & photocopy of birth certificate and National Identity Card of ward / marriage certificate in case of the spouse. Online Birth Certificate is acceptable.		
10	<b>Proof of study:</b> Particulars of the Course, letter of enrolment of student and quotation / invoice / cost estimate emanating from the institution (Mandatory).		
11	• • • • • • • • • • • • • • • • • • • •		
12	Letter of status of employment of <b>spouse</b> .		
13	Original & Photocopy of 6 months bank statement of <b>spouse</b> .		
14	Original & Photocopy of Spouse's National Identity Card, Birth Certificate and Marriage (KYC record). Online Birth Certificate is acceptable.		
15	<b>Spouse's</b> recent <b>payslip</b> not more than 1 month). <i>E-payslip is acceptable</i> .		
16	Completed check off form or standing order of applicant's <b>spouse.</b>		
17	Letter of undertaking (where applicable).		
18	Bank Guarantee.		
19	Fixed Charge document (where applicable).		
20	Letter for check-off to SICOM Ltd (applicable for parastatal bodies)		

#### ADDITIONAL UNDERTAKING FOR THE FOLLOWING DEPARTMENTS

SN	NAMES OF DEPARTMENT	SN	NAMES OF DEPARTMENT
1	Private Secondary Education Authority (PSEA)	7	Small and Medium Enterprises Development Authority (SMEDA)
2	Mauritius Telecom (MT)	8	Pensioners Sicom
3	Mauritius Ports Authority (MPA)	9	Pensioners (Loans Based On More Than One Pension)
4	State Informatics Ltd (SIL)	10	Cotton Bay
5	National Transport Corporation - NTC (NRB)	11	Mauritius Network Services (MNS)
6	National Empowerment Foundation (NEF)		

# 7.0 Relevant documents concerning Fixed Charge on Property:

- (a) The deed containing no provision purporting to give to any existing mortgage or similar charge on the property priority over the fixed charge.
- (b) If burdened with any inscription, authorization / consent from the relevant organisation that it has no objection that the present filed charge be ranked "*Pari Passu*" with the existing inscription.

8.0 Bank Guarantee		-	A guarantee issued by a Bank and registered in Mauritius.	
9.0	(i)	Registration	-	All legal documents will be registered at the cost of the borrower.
	(ii)	Valuation cost	-	To be borne by loanee.

## 10.0 <u>Fees</u>

Applicants will be required to pay a one off processing fee of 1 % on the loan amount and a Mutual Solidarity Contribution (MSC) of 4.50 % - 6.00 % to write off the loan in case of death. The effective date of the MSC is when the loan has been disbursed. Applicants will be charged Rs300 as Bank of Mauritius (MCIB) fee. The MSC to be applied depends on age as follows:

SN.	AGE	MSC RATE - %
1	Up to 45	4.50
2	More than 45 and up to 50	5.00
3	More than 50 and up to 55	5.50
4	More than 55	6.00

#### 12.0 Notes :

- 12.1 Applicant and Guarantor/s must sign in the application form and should write in their own handwriting in the space provided in the application form the following: "Read and approved: good for the sum of Rupees ...... in principal to which shall be added the accrued interest."
- 12.2 For all new loans, the following deductions will be made:
  - (1) the mutual solidarity contribution (MSC) for the loan (*Note : Please note that the solidarity contribution on loan is non- refundable and is payable to offset the loan in case of death of loanee*);
  - (2) the processing fee.
- 12.3 Shareholders may download copies of the application form from the Web Site of the Association at the address: www.mcsmutualaid.com
- 12.4 There should not be any overwriting or use of correction fluid on the application form. All photocopies must be clear; all signatures affixed must be identical to that on the National Identity Card of bearer.
- 12.5 In case a borrower is proceeding on any overseas leave, he/she shall communicate in writing to the Association his/her overseas address, prior to leaving the country. Non submission of such information would be a breach of the loan contract/agreement.
- 12.6 In case borrower is abroad and the Standing Order Instruction has failed and no deduction can be effected from guarantor's salary, the matter will be treated <u>as a case of defrauding the Association</u> of its property. The Association will proceed with legal action against the borrower and guarantor(s) via the **Central Criminal Investigation Department and Interpol**. The Association will also inform the borrower's employer or institution of the above matter with the assistance of <u>Embassies and Ministry of Home Affairs in the relevant countries.</u>
- 12.7 Shareholders are informed that it is mandatory for the Association to make necessary enquiry from the Mauritius Credit Information Bureau before approving, increasing or renewing any loan facilities and to provide the MCIB with relevant information regarding the present loan.
- 12.8 According to Section 52A of the Bank of Mauritius Act, it is mandatory that the 'Know Your Customer' (KYC) records of our members be submitted to the KYC Registry of the Bank of Mauritius.
- 12.9 For a loan, deduction from salary will be effected after two months.
- 12.10 For a loan buyback, the approval of a loan will be effective when a confirmation is received as to whether the amount due to the other institution(s) has been settled. Only external offset on educational loan is allowed.
- 12.11 A loan contract is valid when the proceeds of the loan have been credited to the account of an alive Applicant.
- 12.12 There is no renewal on Educational Loan.
- 12.13 In case of partial EMI payment, allocation of the EMI will be for loan where interest rate is higher.
- 12.14 Loan repayment (EMI) at least 50% through direct check off from salary of member (civil servants) and the remaining through standing order/check off for spouse (private sector).
- 12.15 For any settlement of a Household Educational Loan, the borrower will be required to pay a fee of Rs500 to the Registrar General Department for each property offered as collateral security. This fee is for the removal of the fixed charge (s) on the property or properties provided as collateral security.
- 12.16 Loan repayment up to retirement age (based on age of civil servant only). Not to be based on future pension.
- 12.17 Loan proceeds will be directly credited to main applicant's bank account.
- 12.18 Income of applicant's spouse who is self-employed may be considered for Household loan provided the income is credited in bank.
- 12.19 The spouse is 'Co-emprunteur'.
- 12.20 The loan computation will be based on the total joint income.
- 12.21 The basis for joint deductions is on the legal principle of marriage regime under 'Communauté de Bien' (Article 1409 of the Civil Code).
- 12.22 The main applicant should refund the loan balance (based on joint income) in case of divorce or change of 'regime matrimonial'.
- 12.23 In case of standing order cancellation for non-valid reason, no further loan will be granted to main applicant.
- 12.24 Approval of loan is subject to terms and conditions.
- 12.25 Your request will be resolved on the spot if this is possible. In case you are not satisfied, you may refer to the 'Complaints Handling Policy and Procedures' as available on www.mcsmutualaid.com

Further information may be obtained by phone on the following numbers:

**213-0200** (queries on existing loan accounts) **212-4000** (general information)