

- 2.6 I hereby authorize the MCSMAA Ltd to make necessary enquiry from the Mauritius Credit Information Bureau (MCIB) regarding any loan facilities previously granted to me by any financial institution in Mauritius and to provide the MCIB with relevant information on the present and future loan facilities. I have been informed by the MCSMAA Ltd of the functions of the MCIB.
- 2.7 I also authorize the MCSMAA Ltd to submit my 'Know Your Customer' (KYC) records to the KYC Registry of the Bank of Mauritius.
- 2.8 I am fully aware of the provisions applicable under the Data Protection Act. I consent that you use, update and process the data and keep the details given to you in a database. The purpose of data collection is to process and monitor the loan. It is mandatory to provide data, else MCSMAA Ltd will not process the loan. Once the application has been processed, all data will be destroyed as per legal requirements. I agree to the MCSMAA Ltd sending me an SMS regarding my loan account on my above mobile phone number. I solemnly affirm that the above mobile number submitted by me to the MCSMAA Ltd is duly registered under my name with my mobile service provider. I undertake to compensate MCSMAA Ltd in the event it becomes liable to any third party as a result of this number being false or otherwise inexact. I undertake to inform immediately in writing the MCS Mutual Aid Association Ltd in case of any changes in the personal data provided above.
- 2.9 I agree to receive statement of loans at regular intervals from the MCS Mutual Aid Assn. Ltd by the email given above.
- 2.10 I am fully aware that providing any false or misleading information to MCSMAA Ltd in connection with my customer due diligence requirements, I shall commit an offence under section 17(C)(6) of the Financial Intelligence and Anti-Money Laundering Act 2002 and shall be liable to a fine not exceeding MUR 500,000 and to imprisonment for a term not exceeding 5 years.
- 2.11 **I am / am not / under report/ involved in a police case / under prosecution before a court of law / subject to any freezing order.***(delete as appropriate)*. I am aware of the 'Complaints Handling Policy and Procedures' available on www.mcsmutualaid.com

3.0 EMAILING OF STATEMENTS OF ACCOUNT (BORROWER)

Declaration:

- 3.1 I hereby declare that I am perfectly aware of the risks inherent to sending and receiving of statements of accounts by e-mail. These include, but are not limited to, documents being sent to impersonated e-mail addresses and / or wrong recipients, email accounts being hacked, or attacked by computer viruses and thus exposing my statements to third parties and I agree to bear all the consequences thereof. I shall be responsible for updating my e-mail address details with the M.C.S. Mutual Aid Association Ltd as and when necessary.
- 3.2 The M.C.S. Mutual Aid Association Ltd shall not be responsible for any of the consequences in the event I fail or delay in updating my e-mail address when so requested.
- 3.3 I shall inform the M.C.S. Mutual Aid Association Ltd promptly in case of any error or if I become aware that my e-mail account has been compromised in any way. The M.C.S. Mutual Aid Association Ltd shall in no way be responsible for any of the consequences if I fail to notify it of such events. I undertake to hold the M.C.S. Mutual Aid Association Ltd and / or any of its agents harmless in the execution of the above instructions and not to enter any action whatsoever against the aforesaid parties. I hereby waive any such rights I might have accordingly. The present authorization shall remain valid until **written** revocation by me.

4.0 LOAN DEDUCTION AUTHORITY FROM PENSION PAYABLE BY ACCOUNTANT GENERAL / SICOM LTD

- 4.1 Following application of loans from the M.C.S. Mutual Aid Association Ltd and approval thereof, I do hereby authorise **The Accountant General, SICOM Ltd or such other institutions responsible for payment of pension** to deduct from **my retiring gratuity, cash in lieu of sick leave / passage benefits / refund of pension contribution and other retirement benefits**, any amount which is subsequently claimed by the M.C.S. Mutual Aid Association Ltd.
- 4.2 I also agree that gratuity / cash in lieu of sick leave / passage benefits and other retirement benefits shall be paid to me after deducting loan balances from the M.C.S. Mutual Aid Association Ltd. I undertake not to revoke this instruction without the written consent of the M.C.S. Mutual Aid Association Ltd.

5.0 PART 5.0 – CONTRACT : TO BE FILLED IN AND SIGNED BY APPLICANT

ACKNOWLEDGEMENT : UNDERTAKING TO REFUND BY INSTALMENTS

- 5.1 I acknowledge that the loan applied as per **annex 1** and all renewals as per subsequent **annexes** are/will be subject to the conditions of my membership of the Association and its rules and By-laws.
- 5.2 I undertake to refund the loans by equal monthly and consecutive instalments by deduction from my salary, fees, allowances and retirement benefits accruing to me without prejudice to the refund being made otherwise and on being accepted by the Mauritius Civil Service Mutual Aid Association Ltd.; each such instalment shall be calculated as per the table of the Association and shall represent an instalment of the principal amount and of interest rate applicable. Such instalment shall be paid not later than the 28th of each month. **The Association shall have the right, in its sole discretion and without prior notice, to change the rate of interest each time the Association’s base lending rate (MBR) is altered or the margin over the MBR is altered.**
- 5.3 Consequently, I agree that the loans maturity dates may be extended or reduced to take into account fluctuations in interest rate during the loans period. However, the monthly loan instalment will remain the same. **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.**
- 5.4 I undertake to pay all charges in connection with the loan including the Mutual Solidarity Contribution, prior to granting of the loans. In case of any default in payment of any instalment at the due date, the entire balance of the loan together with any interest due shall become immediately due and demandable, at the option of the Association.
- 5.5 I also undertake to refund any such loan balance, as may be required, together with any interest due in case of early retirement via a Voluntary Retirement Scheme (VRS) or for any other reason and hereby authorise that the amount due be deducted from my gratuity, lump sum or any amount payable to me by my employer, *Accountant General, SICOM Ltd or such other institutions responsible for payment of pension. I understand that on retirement I undertake to use part or whole of my retirement gratuity to make a part-payment on my loan balance so as to reduce the monthly deduction from my pension.* I also give an unequivocal authorization to my employer to make salary deduction as requested by the Association. I do hereby give consent to the *Accountant General, SICOM Ltd or such other institutions responsible for payment of pension* to disclose to the Mutual Aid Association information regarding my retirement. I also empower the *Accountant General, SICOM Ltd or such other institutions responsible for payment of pension* to deduct from my retiring lump sum and benefits any sum accruing to the Mutual Aid Association.
- 5.6 I hereby also declare that I am not subject to any adverse departmental report or involved in a police case and have not applied for leave without pay. I understand that in the event that the declaration is false, the entire balance of the loan together with any interest due shall become immediately due and demandable and will be recovered by judicial process in case of default of payment.
- 5.7 In case I am proceeding on any overseas leave, I shall communicate in writing to the Association my overseas address, prior to leaving the country. I understand that non submission of such information would be a **breach of the loan contract/agreement.**
- 5.8 I understand that in case I am abroad and the Standing Order Instruction has failed and no deduction can be effected from salary, the matter will be treated as a case of defrauding the Association of its property. I understand that the Association will proceed with legal actions against me via the **Central Criminal Investigation Department and Interpol**. I understand that the Association will also inform my employer of the above matter and seek the assistance of Embassies and Ministry of Home Affairs in the relevant countries.
- 5.9 I have read and understood the “Key Facts in Contracts (KFIC) and other Information” (Ref. KF1). I am aware of my rights and responsibilities as mentioned in the “Key Facts in Contracts (KFIC) and other Information for Loanees / Guarantors / Depositors” (Ref. KF2).
- 5.10 The Association reserves the right to contact your employer, that is, the concerned Ministry/Department] or your pension paying agency for verification of the original documents prior to processing of the loan application.
- 5.11 The applicant agrees that the employer be allowed to be communicated the particulars of the loan whenever required.
- 5.12 I agree to the MCSMAA Ltd sending me an SMS/Text Messages regarding my loan account on my above mobile phone number.
- 5.13 I am fully aware that providing any false or misleading information to MCSMAA Ltd in connection with my customer due diligence requirements, I shall commit an offence under section 17(C)(6) of the Financial Intelligence and Anti-Money Laundering Act 2002 and shall be liable to a fine not exceeding MUR 500,000 and to imprisonment for a term not exceeding 5 years.

I acknowledge having read and agreed to the above terms and conditions in this loan agreement and hereby declare that the information I have given on this loan contract is true and correct and also approve the loan amount as per annex.

****Please write in words and in your own handwriting in the spaces provided: “Read and approved. Good for the sum of the loan amount applied as per the annex 1 together with this agreement and any such amount applied for on renewals as per subsequent annexes in principal to which shall be added the accrued interest, costs and accessories.”**

** **Wording**

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Applicant’s Signature Date...../...../.....

6.0 CHECKLIST OF DOCUMENTS

SN	The following documents should be submitted:	CS (✓/X)	QC (✓/X)
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). <i>E-payslip is acceptable.</i>		
3	Letter from Ministry/Department certifying that applicant is: not under report, not on leave without pay, not involved in a police case, not on prolonged sick leave and also was not on prolonged sick leave recently. Please note that the letter is valid for 4 weeks. <i>E-certificate is acceptable.</i>		
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 applicant (If utility bill is not in name of applicant , a written confirmation and copy of NIC should be secured from the utility bill account holder) or any other document showing relation (KYC record). <i>E-bills are acceptable.</i>		
6	Letter of undertaking (where applicable).		
7	Letter stating purpose of loan for any loan as from Rs1.5m.		
8	Documentary evidence for (i) home loan purpose; or (ii) application of any loan as from Rs3m.		
9	Letter for check-off to SICOM Ltd (applicable for parastatal bodies).		
SIGNATURE			

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)		