

Investec Bank (Mauritius) Limited

Information Pack

February 2020



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Banking Charges

Inward transfers

Telegraphic transfers:	Free
Cheque/draft collection:	USD 50 per collection
Travellers cheques:	USD 5 per T/C or 1% of the total amount (whichever is lower) minimum of USD 50

Outward transfers*

Within bank:	Free	
Telegraphic transfers:	Manual Instructions Single currency: 0.25% (min USD 70 / max USD 100); MUR 100 Cross currency: USD 30; MUR 100; ZAR 120 (Includes overseas bank charges for USD only)	Online Banking Single currency: 0.15% (min USD 40 / max USD 60); MUR 100; ZAR 250 Cross currency: USD 25; MUR 100; ZAR 120 (Includes overseas bank charges for USD only)
Draft Issuance:	USD 60.00	

* The Bank will endeavour to process for same day value all authorised payment instructions received by the Bank via fax, e-mail, hand delivery or via online banking by **14h30**. The Bank reserves the right to process any authorised payment instructions for next day value in the case of: 1) currency payments other than USD, GBP and EUR; and 2) instructions not meeting any other country specific cut-off time.

MUR, USD, GBP & EUR Visa Platinum Debit Cards

	MUR	USD	GBP	EUR
Upfront Card fee	0	40	30	40
Card Courier fee *	1 000	30	25	30
Monthly fee after one year	0	3.50	3	3.50
Damaged card replacement	0	40	30	40
Lost/stolen card replacement	0	40	30	40
ATM cash fee	150 **	5	3.50	4.50
Minimum account balance to process card application	1 000	1 000	1 000	1 000
Currency conversion fee	2.75%	2.75%	2.75%	2.75%
Daily ATM limit	50 000	1 500	1 000	1 000

* Charged if the total amount across all accounts is less than USD 50 000 (or currency equivalent) when the Bank processes the card application.

** Charged for international ATM cash withdrawals only.

Others

Online Banking:	Free
Maintenance fee:	USD 100 per month (only charged if the daily average balance for the month across all accounts is less than USD 50 000 (or currency equivalent))
SWIFT confirmation:	Free for Online Banking or USD 10 per copy
Correspondent Bank Investigation:	USD 10 per query
Duplicate statements:	USD 5 per page – if within 12 months USD 10 per page – if after 12 months
Standing instructions:	USD 50 per annum in advance
Audit reports:	USD 75
Guarantees:	Available upon request
Global Custodian and Brokerage service:	Available upon request
Escrow accounts:	Available upon request

Notes:

- 1) All Banking Charges are exclusive of VAT and charged in USD or the USD equivalent unless our banking charges schedule stipulates otherwise.
- 2) New standards introduced by our regulators and correspondent banks oblige us to monitor every proposed transaction with reference to worldwide data bases which maintain a current list of:
 - a) jurisdictions which do not apply effective anti-money laundering measures and legislation;
 - b) individuals and/or entities which have been convicted of criminal activities; and
 - c) sanctioned countries, individuals or entities or parties associated with sanctioned countries, individuals or entities.

Should our monitoring process reveal a link between the transaction and the information on the current worldwide database list, the bank is obliged to investigate. Every effort will be made to ensure that the bank's investigation is completed without delay; however the proposed transaction may be delayed or forfeited, pending the finalization of the bank's investigation.

Similarly, banks in various jurisdictions throughout the world and through which we process transactions ("correspondent bank") are obliged to monitor transactions and, where applicable, conduct investigations. Whilst every effort is made to ensure that the proposed transaction is processed quickly, the correspondent bank's monitoring and/or investigation may cause it to be delayed or forfeited.

Minimum Interest Balances

Currency	USD	GBP	EUR	ZAR	AUD	MUR
Amount	50 000	50 000	50 000	250 000	50 000	Upon request

Note: No interest is payable on other currencies

Instructions for forwarding funds

Electronic SWIFT transfer & Cheques or bank drafts sent by post or by personal delivery/courier.

1. Please do not send funds before you have received written confirmation that all conditions have been met to the Bank's satisfaction.
2. For the initial deposit transfer, please send funds as follows:
 - An MT103 message from the remitting bank via SWIFT;
 - Full beneficiary account name;
 - Business or residential address (not a PO BOX); and
 - Purpose of the transaction.
3. For subsequent transfers, funds will not be applied without:
 - An MT103 message from the remitting bank via SWIFT;
 - Full beneficiary account name;
 - Business or residential address (not a PO BOX);
 - IBAN number; and
 - Purpose of the transaction.
4. Charges may be deducted from proceeds by correspondent banks.

5. Cheques and drafts should be payable to the Account Holder and drawn on a bank in the country of origin of the currency.
6. Cheques not so drawn require special collection, which involves delays and additional charges.

Arab Emirates Dirham (AED)

Standard Chartered Bank

SWIFT Field 56A: Standard Chartered Bank, Foreign Branch, P.O Box 64555, Gold Land Building, Al Dagaya Road, Dubai City
 SWIFT Code: SCBLAED
 SWIFT Field 57A: Investec Bank (Mauritius) Limited, Port Louis. SWIFT Code: IVESMUMU. - A/C No. 15422063301AED
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Australian Dollars (AUD)

Australia and New Zealand Banking Group Limited, 100 Queen Street, Melbourne, Australia

SWIFT Field 56A: SWIFT Code: ANZBAU3M
 SWIFT Field 57A: For Account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 77366300001
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Botswana Pula (BWP)

Standard Chartered Bank Botswana Ltd, Gabarone, Botswana

SWIFT Field 56A: Standard Chartered Bank Botswana Ltd. - Swift Code: SCHBBWGXXXX
 SWIFT Field 57A: For account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 0107598736400
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Canadian Dollars (CAD)

Toronto-Dominion Bank, Toronto

SWIFT Field 56A: SWIFT Code: TDOMCATTTOR
 SWIFT Field 57A: For Account: Citibank NA, London - CITIGB2L - A/C No. 0360-01-2329189
 SWIFT Field 59: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 11287842
 SWIFT Field 72: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Euros (EUR)

ING Belgium NV/Sa (formerly, Bank Bruxelles Lambert s.a), Avenue Marnix 24, 1000 Brussels

SWIFT Field 56A: SWIFT Code: BBRUBEBB
 SWIFT Field 57A: For account: Investec Bank (Mauritius) Limited - IVESMUMU
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Hong Kong Dollars (HKD)

The Hongkong And Shanghai Banking Corporation Limited

SWIFT Field 56A: The Hongkong and Shanghai Banking Corporation Limited, HSBC Main Building, 1 Queen Road Central, Hong Kong
 SWIFT code: HSBCHKHCHK
 SWIFT Field 57A: Investec Bank (Mauritius) Limited, Port Louis. SWIFT Code: IVESMUMU- A/C No. 500643523001
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Indian Rupees (INR)

Standard Chartered Bank

SWIFT Field 56A: Standard Chartered Bank, Mahatma Gandhi Road, Fort, Mumbai 400001, India
 SWIFT Code: SCBLINBB
 SWIFT Field 57A: Investec Bank (Mauritius) Limited, Port Louis. SWIFT Code: IVESMUMU. - A/C No. 22205436354
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Japanese Yen (JPY)

Bank of Tokyo Mitsubishi, 2-7-1 Marunouchi, Chiyoda-Ku, Tokyo 100-8388, Japan

SWIFT Field 56A: SWIFT Code: BOTKJPJTXXX
 SWIFT Field 57A: For account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 6530444618
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information – Purpose of the transaction

Kenyan Shilling (KES)

Standard Chartered Bank Kenya Ltd

SWIFT Field 56A: Standard Chartered Bank Kenya Ltd, 48, Westlands Road, 00100, Nairobi, Kenya. - SWIFT Code: SCBLKENX
 SWIFT Field 57A: Investec Bank (Mauritius) Limited, Port Louis. SWIFT Code: IVESMUMU. - A/C No. 0106523876200
 SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
 SWIFT Field 70: Remittance Information - Purpose of the transaction

Mauritian Rupees (MUR)**Bank of Mauritius, Sir William Newton Street, Port Louis, Mauritius**

SWIFT Field 56A: Bank of Mauritius - Swift Code: BOMMMUPLXXX
SWIFT Field 57A: For account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 01402000523
SWIFT field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

New Zealand Dollar (NZD)**ANZ National Bank Limited (Formerly known as ANZ Wellington NZ) Level 6, 1 Victoria Street, Wellington New Zealand**

SWIFT Field 56A: SWIFT Code: ANZBNZ22
SWIFT Field 57A: For Account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 773663NZD00001
SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

Nigerian Naira (NGN)**Standard Chartered Bank Nigeria Ltd**

SWIFT Field 56A: Standard Chartered Bank Nigeria Ltd, 142, Ahmadu Bello Way, Victoria Island, Lagos State, Nigeria
SWIFT Code: SCBLNGLA
SWIFT Field 57A: Investec Bank (Mauritius) Limited, Port Louis. SWIFT Code: IVESMUMU. - A/C No. 0001620670
SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

Pound Sterling (GBP)**Lloyds TSB Bank PLC, St. George's House, 6-8 Eastcheap, London EC3M 1AE, United Kingdom**

SWIFT Field 56A: SWIFT Code: LOYDGB2L - Sort Code: 30-96-34
SWIFT Field 57A: For Account: Investec Bank (Mauritius) Limited - IVESMUMU - IBAN number GB22LOYD30963401015711
SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

Russian Roubles (RUB)**Citibank N.A. Moscow**

SWIFT Field 56A: Citibank N.A. Moscow, Russia, BIK Code: RU044525202. - SWIFT Code: CITIRUMX
SWIFT Field 57A: Beneficiary Bank – Citibank NA, 16 Eastcheap, London, EC3M 1NL, SWIFT Code: CITIGB2L
A/C No. 30111810700400003069
SWIFT Field 59: Beneficiary - Investec Bank (Mauritius) Limited, A/C No. 13413799, SWIFT Code: IVESMUMU
SWIFT Field 72: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

Singapore Dollars (SGD)**Standard Chartered Bank**

SWIFT Field 56A: Standard Chartered Bank, 370 Alexandra Point, Nr. 01-33 Anchorpoint, Singapore 159953
SWIFT Code: SCBLSGSG
SWIFT Field 57A: Investec Bank (Mauritius) Limited, Port Louis. SWIFT Code: IVESMUMU. - A/C No. 0102295689
SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

South African Rands (ZAR)**Investec Bank Limited, 100 Grayston Drive, Sandton, 2196, South Africa**

SWIFT Field 56A: SWIFT Code: IVES ZA JJ
SWIFT Field 57A: For Account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 1102-700117-501
SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

Swiss Franc (CHF)**UBS BANK A.G., Bahnhofstrasse 45, 8098 Zurich, Switzerland**

SWIFT Field 56A: SWIFT Code: UBSW CH ZH 80A
SWIFT Field 57A: For Account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 230-81456.05P
SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

U.S. Dollars (USD)**Citibank NA, New York, 701 East 60th Street North, Sioux Falls, SD 57104, USA**

SWIFT Field 56A: SWIFT Code: CITIUS33- ABA No. 021000089
SWIFT Field 57A: For Account: Investec Bank (Mauritius) Limited - IVESMUMU - A/C No. 36151986
SWIFT Field 59: For further credit to "Beneficiary account name, address and IBAN number"
SWIFT Field 70: Remittance Information - Purpose of the transaction

Account and Card Terms and Conditions

Introduction

All accounts opened with the Bank and, in the event that the Bank makes a card available for use with some accounts, cards issued by the Bank are subject to the following Terms and Conditions ("Terms and Conditions") and to the laws, regulations and banking practises of the Republic of Mauritius. The Terms and Conditions may be supplemented by additional written agreements that may apply to products and/or services offered by the Bank or to all accounts or to a specific account. If the additional written agreements are inconsistent with the Terms and Conditions, the additional written agreements will apply.

1. Definitions

- 1.1 **"Account Application Pack"** means the bundle of documents containing a Bank account application form, the additional documents contemplated in that form, the prospective Account Holder's information, the prospective Account Holder's declaration and undertaking to be bound by these Terms and Conditions and any other document required by the Bank to contemplate the opening of an Account.
- 1.2 **"Account"** means an account opened or to be opened with the Bank in the Account Holder's name.
- 1.3 **"Account Holder"** means the person who owns an Account, in which name that Account is opened and in which favour the Bank will process credit and debit transactions in the Account.
- 1.4 **"Bank"** means Investec Bank (Mauritius) Limited (Company Registration Number 8752/3362 and Business Registration Number: C09008752), a company incorporated in terms of the laws of the Republic of Mauritius with its registered address at 6th Floor, Dias Pier Building, Le Caudan Waterfront, Le Caudan, Port Louis, Republic of Mauritius and its respective successors, assigns and transferees;
- 1.5 **"Banking Charges"** means the charges, fees and rates stipulated on the Bank's webpage.
- 1.6 **"Business Day"** means a day other than a Saturday, Sunday or official public holiday in the Republic of Mauritius.
- 1.7 **"Cardholder"** means, where the Bank has made a card available, any additional cardholder authorised by the Account Holder to hold and conduct transactions by means of the card.
- 1.8 **"Information Pack"** means the information pack containing, inter alia, these Terms and Conditions, minimum interest balances and Instructions for forwarding funds information as it appears on the Bank's webpage or furnished to the Account Holder by the Bank.
- 1.9 **"Instructions for forwarding funds"** means the instructions for making electronic payments into the Account that are set out in the Instruction for forwarding funds section of this Information Pack.
- 1.10 **"Investec Group"** includes Investec plc (a company registered in England) and Investec Limited (a company registered in the Republic of South Africa) together with the holding companies, other subsidiaries of those holding companies, and any of their direct or indirect subsidiaries.
- 1.11 **"Investec Website"** means the Investec Group website (including all its constituent web pages);
- 1.12 **"Minimum Interest Balance"** means, for selected currencies, the amount set in the Minimum Interest Balance section of the Information Pack.
- 1.13 **"Security Information"** means any information that the Account Holder, any additional cardholder or any other person acting on the Account Holder's behalf needs to provide or confirm in order to complete the Bank's security checks. This information may include a password or secret word, a PIN, biometric data or other information.

2. Interpretation

Unless a contrary indication appears, a reference in these Terms and Conditions to:-

- 2.1 "including" or "includes" means including or includes without limitation;
- 2.2 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 2.3 a provision of law is a reference to that provision as amended or re-enacted;
- 2.4 the singular includes the plural and vice versa;
- 2.5 a time of day is a reference to the time in the Republic of Mauritius;
- 2.6 section and/or clause headings are for ease of reference only and shall not affect the construction of these Terms and Conditions; and
- 2.7 references to clauses and/or paragraphs are references to clauses and/or paragraphs of these Terms and Conditions unless otherwise stated.

3. Account Opening

The Bank is not obliged to open an Account. If the Bank decides to open an Account, it will do so only once an Account Application Pack has been completed, submitted to the Bank and accepted by the Bank and all conditions set out in the Account Application Pack (including opening checks and diligences) have been met to the Bank's satisfaction.

4. Protecting the Account

- 4.1 The Account Holder must take reasonable steps to keep its Account information, Security Information and details of any security procedures secret and to prevent their unauthorised use. For example:-
- 4.1.1 the Account Holder must not choose Security Information that is easy to guess, or write down or store any Security Information in a way that someone else might understand;
- 4.1.2 the Account Holder must not disclose its Security Information to anyone, or allow anyone to use any card or security device the Bank gives it, even a joint account holder, Cardholder or someone else it has appointed to act on its behalf; and
- 4.1.3 when using electronic equipment, the Account Holder must make sure it has up to date antivirus software installed and a firewall enabled, and that it does not leave the computer unsupervised when the Account Holder is logged in.
- 4.2 From time to time the Bank will give the Account Holder more information and instructions about keeping the Account and the Account Holder's use of the cards or other service safe. The Account Holder must follow the instructions given by the Bank.
- 4.3 The Account Holder must contact the Bank as soon as possible if:-
- 4.3.1 it believes someone else knows its Security Information;
- 4.3.2 it believes that someone has accessed the Account without its authority; or
- 4.3.3 any card the Bank gives it is lost or stolen.
- 4.4 If the Account Holder finds its card after reporting it as being lost or stolen, the Account Holder must not use it.

5. Keeping Information up to Date

- 5.1 The Account Holder and Cardholder (as applicable) must ensure that the information (including as part of the Account Application Pack) it has given the Bank is up to date. The Bank will rely on this information when checking the Account Holder's identity, giving the Account Holder access to the Account, contacting the Account Holder, and processing applications for additional accounts. The Account Holder must notify the Bank of any change to its information as soon as possible and it must give the Bank evidence of the change if the Bank asks it to do so. If the Account Holder does not notify the Bank of a change, the Bank will not be liable if the Account Holder does not receive any important information from the Bank, or the Bank sends confidential information to an out of date address.
- 5.2 The Bank may report unauthorised access to the Account, unauthorised use of the card, or loss or theft of any card or Security Information to investigative authorities, the police, prosecuting authorities and the Bank's regulators. As part of this report, the Account Holder consents to the Bank disclosing information about the Account Holder or the affected Account or services to them where the Bank reasonably believes this will help them with their enquiries. Upon request by the Bank, the Account Holder must assist the Bank in its discussions with the investigative authorities, the police, prosecuting authorities and the Bank's regulators.

6. Instructions

- 6.1 The Bank may accept instructions from the Account Holder or from anyone appointed to act on the Account Holder's behalf. The Bank must receive evidence it considers satisfactory of their appointment, for example a signed instruction or resolution from the Account Holder, a power of attorney or a court order.
- 6.2 The Bank has procedures which the Account Holder must follow if it wishes to appoint or remove someone acting on its behalf. The Bank will not accept instructions from any person appointed by the Account Holder until the Bank has satisfactorily completed its checks against that person. If the Account Holder wishes to remove someone appointed to act on its behalf, any instructions the Bank has received from them before the Bank is informed of the Account Holder's intention to remove them will remain valid.
- 6.3 The Account Holder will be responsible for instructions given by any person who is appointed to act on its behalf. The Account Holder will be deemed to have given those instructions.
- 6.4 The Account Holder authorises the Bank to give information about it and its accounts to any person appointed to act on its behalf.
- 6.5 For security reasons, the Bank may, in its discretion, not allow someone who is acting on the Account Holder's behalf to access some of its banking services in certain circumstances.
- 6.6 The Account Holder must instruct the Bank by post, fax or e-mail, to the Bank's reasonable satisfaction.
- 6.7 The Bank will only act on an instruction if it reasonably believes that the Account Holder has given or consented to that instruction. The Account Holder will be deemed to have given or consented to the instruction if:-
- 6.7.1 in the case of instructions sent by post, fax or e-mail, the instruction appears to be signed or authenticated in accordance with the mandate or other information the Bank holds; or

- 6.7.2 in the case of an instruction given using a card, the correct Security Information was furnished when the instruction was given. In addition, the Bank's security procedures or any other procedures the Bank or the payee uses, such as additional identification checks, must be furnished correctly.
- 6.8 The Bank will only treat an instruction as having been given once the Bank actually receives it.
- 6.9 If the Bank considers that an instruction is unclear, the Bank may decide not to act on it until it receives the clarification it needs.
- 6.10 If the Bank receives duplicate instructions or the same instruction is sent twice without the first instruction having been cancelled (prior to it being processed), subject to clause 8.7, it may treat them as being intended and may process them both.
- 6.11 If the Bank considers that an instruction is suspicious or out of the ordinary (for example, in light of the Account Holder's history of instructions), the Bank may decide not to act on it until it receives the clarification it needs.
- 6.12 If the Account Holder gives a future-dated instruction, including a recurring instruction, the Bank will treat this as having been given (in each case) on the date the Bank is due to process it.
- 6.13 There may be a delay in processing the Account Holder's instructions while the Bank carries out fraud or security checks, or asks the Account Holder for additional information.
- 6.14 The Bank may, in its discretion, refuse to act on the Account Holder's instructions in the following situations:-
- 6.14.1 if the instruction appears to be unclear, or does not appear to have been properly authorised by the Account Holder;
- 6.14.2 if the Bank becomes aware of a dispute between the Account Holder and another account holder, or any dispute arises as to the ownership of the money in the Account;
- 6.14.3 if the Bank suspects fraud or any other criminal activity;
- 6.14.4 if the Bank suspends the Account or stops the use of the card by the Account Holder (see clause 14);
- 6.14.5 if the Bank reasonably believes that processing the instruction would be unlawful or would cause the Bank to breach any legal obligation, regulation, code or other duty that applies to it;
- 6.14.6 in the case of a payment instruction, if the Account Holder does not have sufficient available funds to make the payment, or to pay any charge that is payable;
- 6.14.7 if the Account Holder exceeds any limit the Bank applies to the Account or card from time to time (such as a cash withdrawal limit);
or
- 6.14.8 in the case of a cheque or bank draft payment into or out of the Account, if the cheque or bank draft exceeds the period for validity of such cheque or bank draft as prescribed by applicable laws and/or regulations.
- 6.15 If the Bank refuses an instruction for any reason whatsoever, it will try to contact the Account Holder and tell the Account Holder why it has refused the instruction and what the Account Holder may do to fix this. The Bank will not tell the Account Holder why it has refused the instruction if it cannot do so for legal reasons.
- 6.16 If the Account Holder attempts to make a card payment online, the payee may ask it to verify the payment using Visa Secure, which is designed to prevent online fraud. If the Account Holder does not register for this service, the Bank may not authorise the card payment.
- 6.17 As an additional security and anti-fraud measure, the Bank may set transaction limits on certain types of transactions.

7. [Payments into the Account](#)

- 7.1 The Bank accepts payments into the Account by cheque or electronic payment. The Bank may, in its sole discretion, accept cash payments into the Account.
- 7.2 Once the Account is opened, cheques deposited will go through the cheque clearing cycle customary at the Bank.
- 7.3 If the Account Holder has been involved in fraud relating to a cheque payment into the Account, the Bank may deduct the value of that cheque at any time after it becomes aware of the fraud.
- 7.4 In the case of an electronic payment into the Account, the Bank will only credit the Account if the payment meets the Bank's criteria for crediting the Account with such funds and once the Bank receives the payment.
- 7.5 If the Bank pays money into the Account by mistake the Account Holder must repay the Bank immediately. The Bank may deduct the amount of the payment from the Account (together with interest and any charges) without the Account Holder's consent, even if this creates or increases a debt on the Account.
- 7.6 If the Bank pays money into the Account and the paying bank instructs the Bank to recall a payment, the Bank may repay the money with the Account Holder's prior written consent and apply charges to the Account for such transactions.

8. [Payments out of the Account](#)

- 8.1 If there are sufficient available funds to make the payment, the Account Holder may make payments out of the Account. Where the Bank makes a card available to the Account Holder, the Account Holder may use the card to make card payments or cash withdrawals.

- 8.2 If the Bank receives payment instructions before its cut off time in force from time to time on a Business Day, it will use reasonable endeavours to process payments for same day value. The Bank may agree to process instructions at or after its cut off time in force from time to time on a Business Day. Payment instructions received after the cut off time in force from time to time on a Business Day, or on a day that is not a Business Day, will be treated as being received on the next Business Day.
- 8.3 In order for the Bank to effect payment instructions timeously or at all, the Account Holder must furnish the Bank with all relevant details in respect of the payee's account.
- 8.4 When the Bank processes payment instructions it will deduct card payments and cash withdrawals before any other payments. If there are insufficient funds to make all the remaining payments, the Bank will decide which payments to make and which to refuse.
- 8.5 If the Account Holder uses a card to withdraw cash or to make a payment, the Bank will take the amount withdrawn or paid from the Account immediately after it receives details of the withdrawal or payment.
- 8.6 The Account Holder may cancel a payment instruction. However, should the Bank have processed the payment instruction, such cancellation will be subject to the Bank's applicable process.
- 8.7 If the payee agrees to refund a card payment, the Bank will credit the refund to the Account when it receives the refund.

9. [Payments in Another Currency](#)

- 9.1 If the Account Holder makes a payment out of the Account (other than a card payment) in a currency which is not in the currency of the Account, the Bank will convert the amount using the exchange rate it selects at the time it makes the conversion. If the Account Holder wishes the Bank to confirm the exchange rate before it processes the payment, the Account Holder must so instruct the Bank when it instructs the payment. Likewise, if a payment is received into the Account in a currency which is not in the currency of the Account, the Bank will convert the amount into the currency of the Account using the exchange rate it selects at the time it makes the conversion. The Account Holder may call the Bank to find out what rate the Bank applies.
- 9.2 The Bank does not make or allow electronic payments in all currencies, and it does not allow cheque payments in all currencies. The list of the accepted currencies are stipulated in the Information Pack; alternatively, the Account Holder may contact the Bank for details.
- 9.3 If the Account Holder uses a card to withdraw cash in a different currency, the exchange rate will be the rate selected by Visa, by the bank issuing the cash, or by the ATM operator, plus the Bank's currency conversion fee in effect from time to time. The amount will be converted at the time of the withdrawal and the amount of the withdrawal after the currency conversion will be shown in the Account Holder's statement.
- 9.4 If the Account Holder uses a card to make a payment in a different currency, the exchange rate will be the rate selected by Visa plus the Bank's currency conversion fee in effect from time to time. The amount will be converted on the day the payment is processed by Visa and the amount of the transaction after the currency conversion will be shown in the Account Holder's statement.

10. [Interest on Credit Balances](#)

- 10.1 The Bank may pay interest as may be applicable from time to time on a cleared credit balance on the Account, provided that the cleared credit balance is in excess of the Minimum Interest Balance. The Minimum Interest Balance requirement for deposit accounts and any interest as applicable varies depending on currency and term and is subject to change without notice to the Account Holder.
- 10.2 Interest credited, as may be applicable, will be reflected in the Account statements.
- 10.3 The Bank shall, subject to any applicable laws, be entitled to withhold and pay over to competent authorities any withholding taxes as may from time to time become applicable to any interest earned. Notwithstanding the provisions of this clause 10.3, the Account Holder assumes full responsibility for its own taxation and indemnifies the Bank from any claims that may arise against the Bank in this regard.
- 10.4 Interest rates are determined solely by the Bank and are subject to change without notice and are available on the Bank's webpage and will be reflected in the Account statements.

11. [Statements](#)

- 11.1 The Bank will send statements, advices and other notices in relation to the Account to the e-mail address the Account Holder has given to the Bank.
- 11.2 The Account Holder must check these documents upon receipt. The Account Holder must notify the Bank of any discrepancy or any item it alleges were inappropriately recorded in these documents immediately after it has received them, failing which these documents will be deemed correct as against the Account Holder.
- 11.3 The Bank may at any time correct errors or omission in the statements, advices and other notices it has issued.

12. [Charges and Fees](#)

- 12.1 Charges apply for certain services and are set out in the Banking Charges section of the Information Pack or upon request. Where applicable, the Bank will advise the Account Holder about other charges or fees for the Account.

- 12.2 The Bank may debit the Account for the payment of charges.
- 12.3 If there is a payment into the Account and a charge applies, the Bank may debit the charge from the amount being paid into the Account.
- 12.4 Other taxes or costs may exist that are not paid through the Bank and are not imposed by the Bank. The Account Holder will be responsible for paying these.

13. [Overdraft Facility](#)

The Bank may, upon prior written request from the Account Holder, agree to provide the Account Holder with an overdraft facility.

14. [Cards](#)

- 14.1 If the Bank makes a card available, it will send the card to the Account Holder and/or the Cardholder. Replacement cards will be sent if the card is lost, stolen or damaged or on renewal of the Account Holder's card. The Bank may decide not to renew or replace a card and it does not have to tell the Account Holder the reason for such decision.
- 14.2 The Bank may also send a card to a Cardholder if the Account Holder asks the Bank to do so.
- 14.3 The Account Holder must not use its card for any unlawful purpose and shall ensure that the Cardholder does not use the card issued to the Cardholder for any unlawful purpose.
- 14.4 The Account Holder and/or the Cardholder must not use a card after its expiry date, or if the Bank has asked it to destroy the card, or if the Bank has told it that the Bank has stopped the card's use. The Bank may deduct the amount of any card payment (and any charges) from the Account even if the card has been stopped by the time the Bank makes the deduction.
- 14.5 The Bank will not be responsible if any payee or card machine does not accept the card, or if the Bank refuses authorisation to a payee to accept payment by the card in accordance with these terms and conditions.
- 14.6 Any card the Bank issues to the Account Holder and/or Cardholder remains the Bank's property and must be returned to the Bank or destroyed if the Bank so requests.

15. [Travel Insurance](#)

- 15.1 Travel insurance ("travel insurance") may be provided to an Account Holder who has used the card to purchase the Account Holder's tickets for travel. The travel insurance will be provided by an insurer elected by the Bank. The terms, conditions exceptions and exclusions pertaining to such travel insurance benefits shall be determined in accordance with the provisions of the master insurance policy ("the policy"), then in force. This policy may be viewed at the Bank's premises on request and a summary of benefits appears on the Bank's webpage.
- 15.2 The Bank makes no representations or warranties regarding:-
- 15.2.1 the accuracy of the policy;
- 15.2.2 the functionality, suitability and fitness of the travel insurance;
- and disclaims all liability arising from any reliance upon or claims which may arise in respect of the travel insurance by the Account Holder or any other person.

16. [Changes to Terms and Conditions](#)

- 16.1 The Bank may, in its sole discretion, vary or amend the Terms and Conditions for, but not limited to, any of the following reasons:-
- 16.1.1 to reflect proportionately other legitimate cost increases and reductions it incurs in providing products and/or services in respect of the Account;
- 16.1.2 to respond proportionately to changes in base rates or tax rates;
- 16.1.3 to reflect an actual or expected change in general banking practice, industry guidance or codes of practice or market conditions;
- 16.1.4 to comply with or anticipate changes in its legal or regulatory obligations; or
- 16.1.5 to make the Terms and Conditions clearer or more favourable to the Account Holder.
- 16.2 Any variations to the Bank's Terms and Conditions shall be effected upon its placement on the Bank's webpage or as communicated to the client by any other manner.

17. [Changes to Exchange Rates](#)

The exchange rates used by the Bank, Visa or other organisations to convert payments in another currency change daily and even within the same day. The Bank may change its exchange rates immediately. The Bank will not notify the Account Holder of changes in exchange rates.

18. Changes to Interest Rate and Fees and Charges

- 18.1 The rate of interest applicable to the Account is stipulated on the Bank's webpage and in the Account statements. Where the rate of interest applicable to the Account varies from time to time, such variation shall apply to the Account when it reflects on the Bank's webpage or as communicated to the client by any other manner.
- 18.2 The fees and charges applicable to the Account are stipulated on the Bank's webpage. Where the charges applicable to the Account vary from time to time, such variation shall apply to the Account when it reflects on the Bank's webpage or as communicated to the client by any other manner.

19. Other Changes

The Bank may from time to time introduce new services and/or products (and charge for them), change its banking services or the way they work, or change or introduce new security procedures.

20. Liability

- 20.1 Unless the Bank has been grossly negligent or has wilfully defaulted, it will not be liable to the Account Holder for any loss the Account Holder incurs where:-
- 20.1.1 the Bank carries out instructions that have been given by the Account Holder, by the Cardholder or by someone else acting on the Account Holder's behalf;
- 20.1.2 the Bank acts in accordance with its rights under any agreement with the Account Holder, or to comply with its legal or regulatory obligations;
- 20.1.3 the Account Holder, the Cardholder or anyone else acting on the Account Holder's behalf or anyone purporting to be or purporting to act on behalf of the Account Holder and/or the Cardholder, breaches the Terms and Conditions or acts in a way that is fraudulent, intentional or grossly negligent;
- 20.1.4 a payment does not reach the intended account. The Bank will make reasonable efforts to recover the funds that have been transferred. The Bank may charge the Account Holder for tracing and/or recovering payments;
- 20.1.5 any system is unavailable due to essential maintenance or repair; or
- 20.1.6 anything happens that is due to unforeseeable circumstances beyond the Bank's control, for example system failures or unavailability or strikes.
- 20.2 The Bank will not be liable to the Account Holder for any losses the Account Holder may incur:-
- 20.2.1 for loss of business, loss of profit, loss of goodwill or for loss of opportunity; or
- 20.2.2 for any other loss that is not directly associated with the event which gave rise to the Account Holder's claim, or that the Bank could not reasonably have foreseen at the time it received the Account Holder's instruction; or
- 20.2.3 if the Account Holder and/or the Cardholder refuse or fail to adhere to or follow the Bank's security processes and procedures in place from time to time and/or waives the applicability of all or some of the Bank's security processes and procedures in place from time to time.

21. Dispute and Claims in Respect of the Card

- 21.1 The Bank shall not in any way be liable to the Account Holder if the card is not acceptable to, or is dishonoured by, any merchant and/or any other party for any reason or if the Bank declines to approve any transaction.
- 21.2 Any claims or disputes between the Account Holder and any merchant regarding the nature, quality or quantity of any goods acquired or services rendered from or by the merchant or on the merchant's behalf or any other matter or thing, shall in no way limit or affect the Bank's rights to receive payment or give rise to any rights of set-off or counterclaim against the Bank.
- 21.3 Where the Account Holder and/or the Cardholder is obliged to sign a sales or cash transaction voucher, the signature of any such voucher shall be deemed to be prima facie proof of the particulars contained in the voucher. Failure to sign any such voucher, including mail orders or written authorities, shall not release the Account Holder from liability to the Bank.
- 21.4 The Account Holder acknowledges that no merchant is an agent of the Bank's or otherwise acts on the Bank's behalf. Any refund to the Account Holder by a merchant shall be credited to the Account Holder's account once the Bank receives the refund.
- 21.5 The Account Holder shall not be entitled to countermand any payment made, or to be made, by the Bank in respect of any transaction effected by using the card.
- 21.6 If any transaction is incorrectly queried or disputed by the Account Holder, interest will accrue in the normal course in respect of that transaction and the Bank may charge a fee therefore in terms of clause 12.
- 21.7 The liability of the Account Holder to the Bank in accordance with the provisions of the Terms and Conditions shall, subject to any applicable law, include liability in respect of all legal charges as between attorney-and-own-client, (including cost of appeals, collection charges or other charges incurred in enforcing any judgment) and value added tax.

22. Revocation and Termination of the Account and/or the Card

- 22.1 Subject to the provisions of any applicable law, the Bank may, in its sole discretion, upon reasonable notice unless the Bank is not legally required to give such notice, without affecting the Account Holder's liability to the Bank or any other rights the Bank may cancel, revoke, close or suspend the Account and/or the card (if applicable) and/or reduce the transaction limit applicable to the Account and/or require the Account Holder and/or the Cardholder to return the card for any reason. This may happen in various circumstances, including if:-
- 22.1.1 an initial deposit into the Account is not made within 1 month after the day that the Bank advised the Account Holder that it could make such a deposit;
- 22.1.2 the Account balance remains zero for a period in excess of 1 month. If the Account Holder has more than one Account, if the cumulative balance for such Accounts remains zero for a period in excess of 1 month;
- 22.1.3 the Account Holder and/or the Cardholder fail to comply with any applicable law in relation to the use of the Account and/or the card;
- 22.1.4 the Account Holder and/or the Cardholder's estate is sequestrated or liquidated or placed under judicial administration, whether provisionally or finally, or any analogous proceedings;
- 22.1.5 the Account Holder and/or the Cardholder dies;
- 22.1.6 the Account Holder fails to pay any amount owing in relation to the Account on the due date thereof;
- 22.1.7 the Account Holder and/or the Cardholder commits a breach of the Terms and Conditions or of any additional written agreements that may apply to specific products and/or services offered by the Bank and/or to the Account;
- 22.1.8 any representation, warranty or statement by the Account Holder and/or the Cardholder to the Bank or any information submitted by the Account Holder to the Bank is, or proves to have been, incorrect or misleading when made or given;
- 22.1.9 the Bank learns, or reasonably believes, that someone else knows the Account Holder and/or Cardholder's Security Information or that an unauthorised person has sought to access or has accessed the Account or has possession of or transacted with the card;
- 22.1.10 the Bank suspects fraud or other criminal activity in relation to the Account and/or the card;
- 22.1.11 the Bank becomes aware of a dispute between the Account Holder and other account holders and/or the Cardholder, or any dispute as to the Account Holder's and/or Cardholder's authority or the authority of any person acting on the Account Holder's behalf to give the Bank instructions, or any dispute arises as to the ownership of the money in the Account;
- 22.1.12 the Bank has to comply with its legal or regulatory obligations, or any other code or duty that applies to it;
- 22.1.13 the Bank reasonably considers it necessary for its protection;
- 22.1.14 the Bank reasonably suspects that the Account Holder has given the Bank false or misleading information when entering into an agreement with the Bank, in circumstances where the Bank would not have entered into an agreement with the Account Holder if the Bank had received correct information;
- 22.1.15 the Account Holder was not entitled to open the Account;
- 22.1.16 the Account Holder has acted in an abusive or threatening manner to the Bank's staff;
- 22.1.17 the Bank, in its sole and absolute but reasonable discretion, determines that there has been a material change in the Account Holder and/or Cardholder's financial position or a material change in the business affairs of the Account Holder and/or Cardholder.
- 22.2 The Bank does not have to explain its reasons for closing the Account.
- 22.3 A card which has been cancelled, suspended or revoked or is no longer required by the Account Holder and/or the Cardholder must be destroyed and returned to the Bank. The Account Holder and/or the Cardholder undertakes to destroy the card by cutting the card vertically across its magnetic strip and the microchip in order to prevent unauthorised use in the event that the card is intercepted. Failure to do so will result in the Account Holder being liable for any unauthorised use of the card and the Account Holder indemnifies the Bank accordingly.
- 22.4 The Account Holder shall not be entitled to use the Account or the Account number, the card or the card number after it has been cancelled, suspended, closed or revoked or the time period stipulated on any card has expired.
- 22.5 The Cardholder shall not be entitled to use the card or the card number after it has been cancelled, suspended, closed or revoked or the time period stipulated on any card has expired
- 22.6 If the Account Holder and/or the Cardholder has been notified that the Account or the card has been cancelled, suspended revoked or closed, continued use of the account or the card, may constitute fraud on the part of the Account Holder and/or the Cardholder as applicable. In such circumstances the Bank shall be entitled, in its sole discretion, to publish or give notice of the cancellation, suspension, closure or revocation of the Account and/or the card to any merchant or any other person as it may deem fit, and the Account Holder and/or the Cardholder shall have no claim of any nature and howsoever arising against the Bank in respect of such notification.
- 22.7 The Account Holder and/or the Cardholder agrees that any revocation, cancellation, suspension or closure of the Account and/or the card by the Bank in terms of this clause shall constitute a breach under any other agreement concluded between the Bank and

the Account Holder and/or the Cardholder and that the Bank shall be entitled to exercise its rights under such other agreements, subject to any applicable law to the contrary.

23. Closing of Account by Account Holder

- 23.1 The Account Holder may close the Account for any reason without charge by writing to the Bank.
- 23.2 Unless additional conditions for the Account provide otherwise, the Account Holder cannot close a fixed term deposit before its maturity.

24. Other Rules that Apply when the Account is Closed

- 24.1 On closure of the Account, the Account Holder must:-
 - 24.1.1 pay any money it owes to the Bank on the Account, including any Banking Charges;
 - 24.1.2 immediately stop using any card that the Bank has given the Account Holder to use in connection with the Account. The Account Holder must return or destroy them according to the Bank's instructions; and
 - 24.1.3 ensure that the Cardholder immediately stops using any card that the Bank has given it to use in connection with the Account and must return or destroy the Cardholder's card according to the Bank's instructions.
- 24.2 Closure of the Account will not affect any other accounts the Account Holder holds with the Bank, unless the Account Holder specifically advises the Bank otherwise.
- 24.3 Closure of the Account will not affect any liability that the Account Holder owes to the Bank which arises as a result of anything that has happened before the Account is closed.

25. Set-off

- 25.1 If the Account Holder fails to pay any money it owes the Bank (whether in respect of the Account or any other arrangement it has entered into with the Bank, such as a loan), the Bank may use the money the Account Holder holds in the Account or in any other account with the Bank to reduce or pay the amount the Account Holder owes the Bank. The Bank may also combine accounts for this purpose. The Bank may do this without telling the Account Holder in advance if it reasonably believes that this would lead to the Account Holder taking steps to prevent the Bank exercising its rights, in which case the Bank will notify the Account Holder as soon as possible after the date the Bank exercised its rights and the amount debited. Otherwise the Bank will give the Account Holder 5 Business Days' prior notice.
- 25.2 The Bank may exercise its rights of set-off under this clause where the Account Holder holds money in the Account of another account in joint names, or where the Account Holder is a joint borrower with someone else.
- 25.3 In order to exercise its rights of set-off under this clause, the Bank may where applicable:-
 - 25.3.1 close any fixed term deposit early; or
 - 25.3.2 convert any money held in an account into the same currency as the currency in which the Bank is owed money, at the exchange rate determined by the Bank at the time it makes the conversion.
- 25.4 If the Bank receives a legal instruction (such as a court order) to hold money in the Account for someone else, or pay it to someone else, then (unless the bank is prevented from doing so for legal reasons) the Bank will debit the amount it is entitled to under its right of set-off under this clause and it will only hold or pay over what remains.
- 25.5 The Bank's right of set-off under this clause does not apply where the Bank has agreed to set up a trust account and the Account Holder holds money as trustee or as agent or in a similar legal capacity for the benefit of an underlying beneficiary, unless the Account Holder owes the Bank money in the same capacity.

26. Abandoned Funds

- If the Account Holder has not used the Account for 7 years or more, the Bank may send correspondence by registered post to the Account Holder's last address known by the Bank informing the Account Holder that:-
- 26.1 if the Account Holder does not respond within 6 months after the date the Bank sent the letter, the balance standing to the credit of the Account will be deemed to have been abandoned by the Account Holder; and
 - 26.2 will be transferred to the Bank of Mauritius in accordance with applicable legislation.

27. Communications from the Bank

- 27.1 The Bank may contact the Account Holder (for example, to give notices) by personal delivery, post, fax, telephone, e-mail or SMS using the contact address, number or e-mail address it holds from time to time.
- 27.2 The Account Holder will be treated as having received notice from the Bank as follows:-
 - 27.2.1 personal delivery – when the notice is delivered;
 - 27.2.2 post – 7 calendar days after the letter was posted; fax, e-mail or SMS – at the time the message is sent, provided the Bank does not receive a transmission error message; and

- 27.2.3 telephone – at the time of the Bank's call.
- 27.3 The Bank will send notices to the contact address the Account Holder has given the Bank, unless otherwise requested.
- 27.4 If mail is returned from the Account Holder's main contact address, the Bank may send mail to any alternative contact address it holds.

28. Warranties

The Account Holder represents and warrants:-

- 28.1 that it has full legal capacity and authority to open the Account and to enter into the obligations contained in the Terms and Conditions; and
- 28.2 that payments into the Account will not be derived from or otherwise connected with any illegal or criminal activity or will not be in breach of any regulations governing cross-border currency remittances in any applicable jurisdiction.

29. General terms

- 29.1 The Bank may transfer, assign or subcontract all or any of its rights and obligations in respect of the Account or any other agreement with the Account Holder to any person.
- 29.2 The Account Holder may not transfer any of its rights and obligations in respect of the Account or any other agreement with the Bank to anyone. In addition, the Account Holder may not grant any charge, pledge or other security over the Account unless the Bank agrees otherwise.
- 29.3 If the Bank chooses not to enforce a term in the Terms and Conditions or any other agreement, or the Bank delays in doing so, this will not prevent the Bank from enforcing that term in future.
- 29.4 If there is any discrepancy between the information on the Bank's webpage and its banking records (namely the information the Bank holds on its computers and publishes in its statements), the Bank's banking records will apply. Entries in those banking records will be prima facie evidence of the existence and amount of the Account Holder's obligations as recorded in them.
- 29.5 If a provision of the Terms and Conditions is or becomes illegal, invalid or unenforceable, that will not affect or impair the legality, validity or enforceability of any other provision of the remainder of the Terms and Conditions.
- 29.6 The Account Holder and the Bank agree that all communications, including the Terms and Conditions, are to be in English.
- 29.7 The Terms and Conditions and any additional terms and conditions will be governed and interpreted according to the laws of the Republic of Mauritius. The Account Holder and the Bank agree that the Supreme Court of Mauritius will have jurisdiction in relation to any matter arising from the Terms and Conditions.
- 29.8 The Terms and Conditions apply to the entire relationship between the Account Holder and the Bank for accounts and cards. The Account will continue until the Account Holder or the Bank terminates its relationship with the Account Holder.

30. Contact details

- 30.1 The Account Holder may contact Client Relations at the Bank from 09h00 to 17h00 every Business Day for assistance at:-
6th Floor, Dias Pier Building
Le Caudan Waterfront
Caudan, Port Louis
The Republic of Mauritius

Telephone: +230 207 4000
Email: clientrelations@investec.co.mu
- 30.2 The Account Holder and/or the Cardholder, to which a card has been made available, may contact the Investec Client Support Centre 24 hours a day on any calendar day at + 230 207 4004.

The Bank may monitor or record telephone calls for crime prevention, training and quality control purposes, and to ensure that it has an accurate record of its dealings with the Account Holder and/or Cardholder. The Bank may use recorded telephone calls as evidence in a court.

Online Banking Terms and Conditions

Please read the Terms and Conditions under which Investec Bank (Mauritius) Limited operates the Online Banking Service pursuant to the Banking Act 2004, as amended, and other applicable laws in the Republic of Mauritius, as more fully described therein. By logging on, you are confirming that you have read and understood the "Terms and Conditions" before using the Online Banking Service.

1. Definitions

In these Terms and Conditions, unless clearly inconsistent with or otherwise indicated by the context:

- 1.1. **"Account"** means a deposit and/or applicable lending account opened by the Account Holder and conducted at the Bank by the User;
- 1.2. **"Account Holder"** means the person(s) or entity(ies) who/which opened and holds the Account(s) with the Bank and in whose/which name the Account(s) is (are) conducted;
- 1.3. **"Bank"** means Investec Bank (Mauritius) Limited, a company incorporated in the Republic of Mauritius with Company Registration Number 8752/3362 and Business Registration Number C09008752 and whose registered office is at 6th floor, Dias Pier Building, Le Caudan Waterfront, Le Caudan, Port Louis, Republic of Mauritius;
- 1.4. **"Business Day"** means any day other than a Saturday, Sunday and official public holiday in the Republic of Mauritius;
- 1.5. **"Investec Website"** means the Investec Group website (including all its constituent web pages) on which the Bank provides the service from time to time, including all pages in respect of whose content the Investec Group exercises control;
- 1.6. **"Service"** means the Online Banking Service or such further services as may fall within the ambit of Online Banking Services ;
- 1.7. **"Terms and Conditions"** means the Service Terms and Conditions as provided for herein;
- 1.8. **"User"** means the Account Holder who/which is authorised to use the Service and to exchange communications and, where applicable, includes such person(s) or entity(ies)'s duly authorised representative(s) who is/are approved as such by the Bank from time to time;
- 1.9. **"User ID and Password"** means the Bank identification number and password allocated to the User by the Bank to access the service;
- 1.10. **"Verification Mechanism"** means any mechanism, device or process used by the Bank to verify the identity of a client in the exchange of communications, including the User ID and Password and the online banking notification to the User when the User logs on to the Service;
- 1.11. **"Verification Criteria"** means the minimum requirements that must be met by the User in order to verify the User's identity telephonically or otherwise, as determined by the Bank.

2. Interpretation

In the Terms and Conditions, unless clearly inconsistent with or otherwise indicated by the context:

- 2.1. A provision of law is a reference to that provision as amended or re-enacted;
- 2.1.1. The singular includes the plural and vice versa;
- 2.1.2. A time of day is a reference to the Republic of Mauritius time (GMT+4hours);
- 2.1.3. Sections, clauses and headings are for ease of reference only and shall not affect the construction or interpretation of the Terms and Conditions.

3. Introduction

Subject to the other provisions herein provided, the Service is made available to the User and the User agrees to be bound by the Terms and Conditions.

4. The Service and Information

- 4.1. The Bank shall provide the User with access to the Service provided that:
 - 4.1.1. the User has completed, in full and to the Bank's satisfaction, the Application form for User access; and
 - 4.1.2. that there is an Account in respect of which the User seeks to access and/or use the Service.
- 4.2. Once the User has access to the Service, the User will be able to view Account details, Account balances, transact from the Account and obtain a limited transaction history as amended from time to time. The User shall instruct the Bank via the Service to effect transactions in accordance with the provisions of the Terms and Conditions, the rules and/or regulations and/or laws and/or procedures that apply to the Service from time to time and in accordance with the instructions of the User.
- 4.3. In the event of a change in the User's personal information (including but not limited to the User's name, identity number, passport number, registration number, address, registered address and contact numbers), the User shall be responsible for advising the Bank, in writing, of such changes as soon as is reasonably possible.

- 4.4. The form and content of the information provided via the Service will be at the Bank's sole and absolute discretion.
- 4.5. If there is any discrepancy between the information that is supplied via the Service and the Bank's internal records, the Bank's internal records shall prevail and be treated as conclusive and accurate.
- 4.6. The Service is offered by the Bank in accordance with the Terms and Conditions and the Bank may deny access or withdraw access to the Service if the User is found to be acting in violation of the Terms and Conditions or abuse or fraudulently use the Service. Abuse and fraudulent use of the Service shall include, but not be limited to:
 - 4.6.1. obtaining, or attempting to obtain the Service by rearranging, tampering with, or making connection with any facilities of the Internet Service Provider ("ISP") of the Bank, or by any trick, scheme, false pretence or representation or false credit device, or through any other fraudulent means or devices whatsoever, with the intent to avoid payment, in whole or in part, or to seek payment in whole or in part, of the regular charges for the Service; and/or
 - 4.6.2. accessing, altering, or destroying the data files, programs, procedures and/or information of the ISP, or of another User of the ISP or the Bank or attempting any of the aforementioned activities; and/or
 - 4.6.3. assisting another to perform the acts prohibited in 4.6.1 or 4.6.2 above; and/or
 - 4.6.4. using the Service and/or its related software in such a manner as to interfere unreasonably with the use of the Service by any other User and/or the Bank and/or any other authorised person.
- 4.7. Notwithstanding any contrary provisions in the Terms and Conditions, the Bank reserves the right to reject, in its discretion, any application for the Service.

5. Verification

- 5.1. The Bank may specify the Verification Mechanisms and Verification Criteria required to obtain access to the Service from time to time.
- 5.2. The User must satisfy the Verification Criteria when engaging the Bank in respect of the Service.
- 5.3. The Bank shall be entitled to refuse to give effect to communications from a User and/or refuse a User access to the Service should a User fail to use the Verification Mechanism or fail to satisfy the Verification Criteria, as the case may be.
- 5.4. Only the User to whom the Verification Mechanism is allocated shall be entitled to use the Service.
- 5.5. The User undertakes to change the password (allocated to the User by the Bank) on using the Service for the first time and on a regular basis thereafter.
- 5.6. Should the User access the Service and not recognise the passphrase (which it was prompted to stipulate on using the Service for the first time) and, despite this, continues to use the Service (or what purports to be the Service), the Bank shall not be liable in any manner whatsoever for any loss the User may suffer as a result and the User indemnifies the Bank accordingly.
- 5.7. The Bank may, in its sole discretion and for whatever reason, require the User to change its Verification Mechanism or parts thereof from time to time and the User undertakes to comply with such requirement unconditionally.
- 5.8. The User acknowledges that the Verification Mechanism may enable the User to access all online services of the Investec Group and, accordingly, unauthorised use of the Verification Mechanism could expose the User to fraudulent transactions on the User's other accounts held in the Investec Group.
- 5.9. The User undertakes to ensure the confidentiality of the Verification Mechanism at all times, and shall without limitation, ensure that the Verification Mechanism is neither easily accessible nor disclosed to someone other than the User. Unless the contrary is proven, storing or recording the User ID and/or Password on the User's computer, phone or network shall be presumed to be the proximate or effective cause of an unauthorised person having performed an unauthorised transaction and will be regarded as prima facie proof of negligence on the part of the User.
- 5.10. Where a User reasonably suspects that the Verification Mechanism has been or will soon be compromised, the User shall notify the Bank immediately by contacting Client Relations at the detail provided in clause 15 below. On receipt of the User's notification, the Bank reserves the right to:
 - 5.10.1. reject all instructions received after the User's notification; and/or
 - 5.10.2. suspend the processing of all instructions not yet executed; and/or
 - 5.10.3. reverse (if possible) all executed transactions with effect from such date and time as the Bank may reasonably determine the unauthorised use to have commenced; and/or
 - 5.10.4. deactivate access to the Service without further notice to the User.
- 5.11. The Bank may temporarily refuse the User access to the Service if it suspects that an unauthorised person is attempting to log into the Account via the Service or if incorrect Verification Mechanism details are repeatedly used in attempting to log in.
- 5.12. Each User, who/which is not the Account Holder, shall register with the Bank to use the Service as a User and by such registration represents and warrants to the Bank that he/she/it is duly authorised to access and use the Service as a User and agrees:
 - 5.12.1. to be bound by the Terms and Conditions; and

- 5.12.2. to complete or provide information which the Bank may, in its discretion and prior to granting access to or use of the Service, reasonably require to authenticate the authority of such User.
- 5.13. Any delay in providing notification as set out in this clause 5, shall be presumed to be prima facie proof of negligence on the part of the User and the User shall bear the onus of proving the contrary.
- 5.14. Subject to 5.10, if any unauthorised person obtains any Verification Mechanism in any manner whatsoever, such person shall be regarded as the User's duly authorised agent with full authority to use the service on the User's behalf, unless such unauthorised person has obtained the Verification Mechanism due to gross negligence or fraud on the part of the Bank.
- 5.15. The User agrees that the Verification Mechanism used by the Bank shall be sufficient confirmation of the User's identity and the User indemnifies the Bank accordingly.
- 5.16. The Bank may at any time and in its discretion provide an additional level of security to online banking by sending the User an automatically generated SMS or email notification each time the User logs onto the website. This further level of security shall not in any way reduce the User's liability for ensuring the security and confidentiality of any equipment or Verification Mechanism at the User's expense. In the event that the User does not wish to receive such SMS or email notification and requests the Bank to remove this security functionality, the User shall remain liable for any transactions performed on the User's accounts.

6. Security and Access Obligations

- 6.1. The User shall comply with any security policy and procedures specified from time to time (a copy of the Bank's security policy shall be made available upon request).
- 6.2. The User shall:
 - 6.2.1. ensure that its computer is safe and free from viruses;
 - 6.2.2. update its anti-virus product regularly and/or as reasonably required;
 - 6.2.3. avoid using the Service from public terminals, such as internet cafes;
 - 6.2.4. not open unsolicited emails, as these could contain stealth programs and viruses;
 - 6.2.5. not open attachments to emails if the User knows the sender but is not expecting the email;
 - 6.2.6. install a personal firewall product which will help to protect its computer whilst the User is online;
 - 6.2.7. ensure that there is no unauthorised access to its computer;
 - 6.2.8. never disclose the Verification Mechanism;
 - 6.2.9. ensure that its operating system and browser have all the necessary security updates available from the relevant system provider;
 - 6.2.10. ensure that there is a closed lock appearing on its computer screen to ensure that the Investec Website and/or the Service is secure when accessing the Service;
 - 6.2.11. detect, clean up and remove any spyware on a weekly basis;
 - 6.2.12. review User "Sent items" folder for messages that may have been sent without the User's knowledge;
 - 6.2.13. always log out by clicking on the Service's "Log Out" button before closing its browser;
 - 6.2.14. comply with any other security requirements that is posted on Investec's Website and/or the Service from time to time;
 - 6.2.15. every time that it logs on to the Service, check that the date and time that the User last logged on is correct;
 - 6.2.16. ensure that the Verification Mechanism is sufficiently complex so as not to be easily guessed; and
 - 6.2.17. not leave the terminal or other device from which it has accessed the Service at any time or let anyone else use it until it has logged off the Service. The User shall be solely responsible for ensuring that it has logged off the Service at the end of each session.
- 6.3. The User shall not allow any other party to use or access the Service on the User's behalf using the User's Security Details.
- 6.4. The User shall check the transactions shown on the Account via the Service carefully and contact the Bank immediately if there are any transactions that the User does not recognise or that the User thinks are wrong or unauthorised.

7. Processing of Instructions

- 7.1. The User's instruction contained in a communication becomes irrevocable once submitted to the Bank. Unless otherwise specified, an instruction is deemed to have been submitted once the User has positively confirmed the instruction by means of the functionality available on the Service.
- 7.2. Subject to clause 7.5 below, the Bank shall use reasonable endeavours to carry out the User's instructions received through the Service in a prompt and timeous manner. However, the Bank shall not be responsible, and disclaims all liability for, any claims arising from the late or delayed attendance by the Bank to the User's instructions, it being agreed that such instructions are issued through the Service solely at the User's own risk.

- 7.3. The Bank shall not be obliged to verify the User's transaction information, including but not limited to, the account numbers, branch name, branch numbers, recipient's details or amounts involved in any instruction.
- 7.4. The Bank shall use reasonable steps to verify the authenticity of a communication which purports to emanate from the User ("purported communication"). However, the User authorises the Bank to give effect to any purported communication, whether or not such communication was sent or authorised by the User and the User agrees to be bound thereby.
- 7.5. The Bank reserves the right to reject or suspend the execution of an instruction received or purportedly received from the User at any time should the value or frequency of the instruction appear suspicious or out of the ordinary in the Bank's sole discretion. On so rejecting or suspending an instruction, the Bank undertakes to contact the User within a reasonable period of time and to verify the instruction by such means as the Bank may determine, in its sole discretion.
- 7.6. The User shall not be entitled to countermand or amend any transaction once received and/or effected by the Bank.
- 7.7. The Bank shall be entitled, but not obliged, to effect any transaction which the User has identified in an instruction through use of the Service. If the User requests more than one transaction to be executed, the Bank shall be entitled to determine, in its sole discretion, the order in which such transactions are to be executed.

8. Charges and Communications Equipment

- 8.1. The User is solely and absolutely responsible for:
 - 8.1.1. providing and maintaining any and all communication equipment, including, without limiting the generality of the aforementioned, personal computers, servers and modems required for accessing and using the Service;
 - 8.1.2. all communications, services, fees and charges incurred by the User in accessing the Service;
 - 8.1.3. all steps necessary to gain access to the Service, including access to the internet and for ensuring the appropriate technical capability, security and confidentiality of any equipment; and
 - 8.1.4. ensuring that the User is entitled to use all third party software in relation to the access and use of the Service.
- 8.2. The Bank may, in its sole discretion, charge the User for use of the Service. In the event that the Bank does charge the User for the use of the Service, the User authorises the Bank to debit the Account or any other account which the Account Holder holds at the Bank with a charge (inclusive of Value Added Tax) per transaction in consideration for the use of the Service.
- 8.3. The Bank shall, after giving the User reasonable notice by letter or fax or account statement or publication on the Investec Website and/or advertisement in the media, be entitled to vary the above charge from time to time subject to any applicable law.
- 8.4. If any such variation in the charge is published on the Investec Website, it shall be binding on the User from the date of such publication.

9. Limitation of Liability, Indemnity and Disclaimer

- 9.1. The User shall indemnify and render the Bank harmless against all claims, liabilities, actions, applications or damages arising out of any direct or indirect use of or reliance on the Service in any respect whatsoever.
- 9.2. The Bank shall not be liable for any consequential damages howsoever arising from the use of the Service. The Bank's total liability shall not, in any circumstances, exceed the actual amount of the transaction or transactions in dispute.
- 9.3. The Service (including all information and materials contained on the Service) is provided "as is" and "as available". The Bank, its employees, affiliates, agents, advisors, third party providers and contractors:
 - 9.3.1. provide no warranties and representations of any kind regarding the Service; and
 - 9.3.2. do not warrant the accuracy, adequacy, timeliness or completeness of the information and materials contained on the Service and expressly disclaim liability for errors and omissions in such information and materials.
- 9.4. The Bank makes no warranties, representations, statements or guarantees with regard to the suitability of the Service for a particular purpose, performance or software and the User indemnifies the Bank accordingly.
- 9.5. The User waives any rights he may have or obtain against the Bank arising directly or indirectly from any loss or damage of whatsoever nature, which the User may suffer as a result of the Bank acting on purported instructions, and agrees to and does hereby indemnify the Bank against any claims, liabilities, losses, taxes, costs, fines, damages and expenses incurred by the Bank arising as a result of the fact that the Bank has acted on purported communications.
- 9.6. The Bank shall not be liable for any loss, liability, damage or expense of any nature whatsoever which may be suffered by the User or a third party as a result of or occasioned by the failure or unavailability of the Service and/or third-party systems or by the inability of any third-party to process a transaction and the User indemnifies the Bank accordingly.
- 9.7. The Bank shall not be responsible for any failure, malfunction or delay of any networks or electronic or mechanical device used in the acceptance and processing of transactions and any other use of the Service. The Bank shall not be liable to make good or compensate the User for any damages (whether direct or consequential), losses, claims or expenses resulting therefrom, and the User indemnifies the Bank accordingly.
- 9.8. The use of the Service is at the User's initiative and at the User's risk and the Bank shall not be liable for any loss, liability, injury, taxes, damage, claim or expense of any nature whatsoever which may be suffered by the User or any third party as a result of or

arising directly or indirectly out of any withdrawal, alteration, replacement, breakdown, failure of the User's equipment and the User indemnifies the Bank accordingly.

- 9.9. The Bank shall not be responsible and disclaims any liability for any loss, liability, damage (whether direct or consequential) or expense of any nature whatsoever which may be suffered by the User or a third party as a result of or occasioned by the failure by the Bank to perform or process a transaction as a result of the loss or destruction of data, the destruction, hacking or deterioration of storage media, power failures, natural phenomena, riots, acts of vandalism, sabotage, terrorism or any other event beyond the Bank's control and the User indemnifies the Bank accordingly.
- 9.10. The User indemnifies the Bank against any loss, damage or liability which may arise from the use or possession of any third-party software and the User undertakes to ascertain the legality of using any third-party software and to obtain all necessary licences to use such third-party software.
- 9.11. The User indemnifies the Bank against all claims, liabilities, actions, applications or damages arising directly or indirectly, as a result of any breach or non-performance by any User or any act, neglect or default of the User with regard to any direct or indirect use of or reliance on the Service.
- 9.12. The Bank shall not be liable for any acts or omissions resulting from the User's decision or opinion formed on the basis of information or data gathered from the User and/or the User's use of the Service.
- 9.13. The information accessed via the Service provides general information only and is not intended as financial, legal or tax advice or as an offer, solicitation or recommendation of securities or other financial products. The User should obtain independent financial, legal and tax advice that addresses the User's particular investment objectives, financial situation and needs before making investment decisions.
- 9.14. The Bank shall not be liable for any loss or damage arising from any unauthorised use of the Service, whether as a result of the Account Holder's representatives exceeding their authority, fraud, the theft of the User's equipment or as a result of any compromise to the confidentiality of the Verification Mechanism and the User indemnifies the Bank accordingly.
- 9.15. The User acknowledges that the Internet is not a completely reliable or secure transmission medium and the Bank shall not be liable for any losses, costs, liabilities, claims or expenses incurred by the User directly or indirectly from:
 - 9.15.1. the non-availability or delay in accessing the Service or the Investec Website for any reason whatsoever;
 - 9.15.2. any unauthorised person gaining access to private information through the Investec Website and/or the Service;
 - 9.15.3. errors or omissions in the information available through the Investec Website and/or the Service;
 - 9.15.4. any defects or computer viruses or any other contaminating computer programme;
 - 9.15.5. any access to the Service from public terminals, such as internet cafes;
 - 9.15.6. any delay, difficulty in use, computer viruses, malicious code or other defect in the Service, any incompatibility between the Service and the User's files and the User's browser or other site accessing program, or any other problems whatsoever experienced by the User due to any causes whatsoever; and
 - 9.15.7. the actions or omissions of any User.
- 9.16. The Bank shall not be liable to the User in respect of anything which may constitute breach of the Terms and Conditions including force majeure and circumstances beyond the control of the Bank including, but without limiting the generality of the aforementioned, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion, acts of local government and parliamentary authority, interruption of electricity supplies, equipment or materials breakdown, shortage of equipment and labour disputes of whatever nature and from whatever cause arising including, but without limiting the generality of the aforementioned, work to rule, overtime bans, strikes and lockouts by the employees of the Bank and/or the User and/or any other employer and/or any other employees.

10. Use of the Service

- 10.1. The User shall not use the Service in a way which causes or is likely to cause the Service to be interrupted, damaged or impaired in any way. The User may retrieve and display pages from the Service on a computer screen and may print individual pages and store pages in electronic form only for the User's use.
- 10.2. The User shall not post or transmit through the Service and/or the Investec Website any defamatory, threatening, obscene, harmful, pornographic or otherwise illegal material or material which would violate or infringe in any way upon the Bank's rights or those of others (including intellectual property rights, rights of confidentiality and rights of privacy) or cause distress and/or inconvenience.
- 10.3. The User shall not post or otherwise make available on the Investec Website any material which the User does not own without the express permission of the owner of the material.
- 10.4. The User shall not copy, download, reproduce, republish, frame, broadcast, transmit in any manner whatsoever, any material on the Investec Website or accessed via the Service except as is strictly necessary for the User's use.
- 10.5. The User shall not copy, display, use, draft or create any summaries or derivation with any of the information available from the Service or the Investec Website for commercial purposes, remove or alter any of the trademarks, or copyright notices on the

Service, create any links to the Service without permission or save, to the extent specifically permitted by applicable law, compile, decompile, reverse engineer or tamper with the Investec Website and/or the Service for any reason.

- 10.6. The User shall not interrupt or interfere with the working of the Investec Website and/or the Service, whether by hacking into the Investec Website and/or the Service, tampering with security or disrupting the Service in any way or by anything else.
- 10.7. If any wrongful use or misuse of the system is noticed by the User or any other person authorised by the User or where any party's authority to access and use the Service by the User is revoked, it shall be the User's responsibility to bring such revocation of authority to the notice of the Bank immediately and the User shall co-operate with the Bank in the event of the Bank giving any alert about such wrongful use or misuse of the Service.

11. Termination

- 11.1. The Bank may suspend, restrict, reduce or cancel the Service or User's use of the Service immediately if the User breaches any agreement, including the Terms and Conditions, concluded between the User and the Bank.
- 11.2. The Bank reserves the right, at any time, to alter, replace or discontinue all or any part of this Service without any notice to the User and the Bank shall have no liability to the User in respect of any such alteration, replacement or discontinuance of the Service.
- 11.3. The Bank may cancel the User's use of the Service immediately if the User no longer has an Account with the Bank, or where the Bank, in its sole and absolute discretion, considers that it has reasonable justification for doing so.
- 11.4. Following termination of the Service or User's use of the Service, the User shall, on the Bank's request, promptly return to the Bank or destroy any content (including Third Party Content as defined in clause 12.2 below) or other materials provided by the Bank or made available on the Service. At the Bank's request, the User shall give written confirmation of the return or destruction of all such materials.
- 11.5. Unless otherwise expressly provided, on termination of the Service or the User's use of the Service, the User's authority to access the Service ceases immediately.
- 11.6. The User may terminate its use of the Service at any time by giving 2 (two) Business Days prior written notice to the Bank and termination will take effect approximately 2 (two) Business Days after the Bank has actually received the User's written notice. Deemed notice is not sufficient notice for the purposes of the User's request to the Bank for termination of the Service. Once termination has taken place, the User will no longer have access to the Service.

12. Intellectual Property Rights

- 12.1. Copyright in all materials made available through the Service is owned by the Bank and protected by both national and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of any such material will constitute an infringement of that copyright. The trademarks, logos and service marks displayed on the Service are registered and unregistered trademarks of the Bank and/or the Investec Group. Nothing contained in the Service or on the Investec Website should be construed as granting any licence or right to use any trademark, logos or service marks without the written permission of the Bank.
- 12.2. The Service and/or the Investec Website may incorporate third party data, text, images, software, multi-media materials and other content ("Third Party Content"). The Bank accepts no liability for the accuracy, completeness, timeliness, validity, legality or integrity of any Third Party Content.

13. Data Protection

- 13.1. The Bank may collect, use and disclose personal data regarding the User to enable the Bank to fulfil its obligations in terms of the Terms and Conditions and any and all terms and conditions for use of the Account and for other related purposes, including monitoring and analysis of the Bank's business, crime prevention, legal and regulatory compliance and the marketing by the Bank's affiliates of other services. If the User withholds the personal data requested, the Bank may, in its discretion, refuse the User access to the Service.
- 13.2. The Bank may disclose personal data about the User to those who provide services to the Bank or act as its agent, or data processor, to any person to whom the Bank transfers or proposes to transfer any of its rights or obligations under these Terms and Conditions as well as the deposit terms and conditions and to licensed credit reference agencies or other organisations that help the Bank and others that make credit decisions and reduce the incidence of fraud or in the course of carrying out identity, fraud prevention or credit control checks.
- 13.3. The Bank will not disclose any personal data it collects about the User to third parties except:
 - 13.3.1. to the extent that it is required to do so by any applicable law or regulation;
 - 13.3.2. as provided in clauses 13.1 and 13.2 above;
 - 13.3.3. where there is a duty to the public to disclose;
 - 13.3.4. at the User's written request or with the User's consent;
 - 13.3.5. when the Bank reasonably needs to do so in furtherance of the User's business with the Bank.

- 13.4. The User has the right to a copy of the personal data held by the Bank in relation to it. This may be obtained by writing to the Data Protection Officer at the Bank, paying any fee applicable.

14. [General](#)

- 14.1. No failure or delay on the Bank's part in exercising any right or remedy under the Terms and Conditions shall operate as a waiver of, or impair, any such right or remedy. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other rights or remedies. No waiver of any right or remedy shall be deemed a waiver or modification of any other right or remedy under the Terms and Conditions.
- 14.2. If at any time any provision of the Terms and Conditions is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other provision of the Terms and Conditions.
- 14.3. The Terms and Conditions are in addition to and will not prejudice the binding nature of any other agreements between the User and the Bank.
- 14.4. The Bank may transfer any of its rights or obligations under the Terms and Conditions.
- 14.5. The User may not transfer any of its rights and obligations in relation to the Account.
- 14.6. The Terms and Conditions are governed by the laws of the Republic of Mauritius and the parties submit to the exclusive jurisdiction of the courts of the Republic of Mauritius.

15. [Contact details](#)

If the User has any questions or requires assistance and/or support regarding the Service or the Terms and Conditions, please contact the Investec Client Support Centre 24 hours a day on any calendar day at + 230 207 4004.

Telephone calls may be monitored and/or recorded for quality purposes and by accessing the Service, the User agrees that such recorded telephone calls may be used as evidence in a court of law.