Personal Loan Terms

شروط الاقتراض الشخصي
Contents

Part A - Personal loans
1. Choosing the account that is right for you
2. The loan
3. Interest, fees and charges
4. Repayment
5. Prepayment
6. Additional Services for your account
7. Cancellation
8. Security under salary transfer loan
9. Insurance
10. Credit Bureau

Part B - Meaning of words
11. Meaning of words

المحتويات

 الجزء أ - الفروض الشخصية
1. اختيار الحساب الملائم لك
2. القرض
3. الفائدة والرسوم والمصاريف
4. التسديد
5. التسديد المبكر
6. خدمات إضافية لحسابك
7. الإلغاء
8. الضمان في قرض خويل الراتب
9. التأمين
10. مكتب المعلومات الائتمانية

 الجزء ب - معنى المصطلحات
11. معنى المصطلحات
Important notice

You need to read this document

It sets out specific terms and conditions on which we agree to provide you with personal loan. You must read it in conjunction with our Client Terms, the product brochure and any other documents forming our banking agreement included in your Welcome Pack. To the extent of any inconsistency between these terms and our Client Terms, these terms prevail and if there is any inconsistency between the approval and any other part of our banking agreement, then the terms in the approval prevail.
Part A - Personal loans

1. Choosing the account that is right for you

We can structure your personal loan to suit your personal banking needs. If you need to explain any of the features of, or the terms applying to, any personal loan products, please contact us.

2. The loan

We must provide the loan

2.1 If we issue an approval, we agree to provide a loan up to the limit. The limit may be different to the limit you applied for.

Purpose

2.2 You must use the loan only for the purpose set out in the application or as otherwise approved by us. You must not use the loan for any purposes that might be prohibited by any competent regulatory authority.

Requesting funds

2.3 If you want us to provide you with loan funds, you may do so by a written request for a single drawdown made within 30 banking days after the date of the approval. Your request must be made within a reasonable time (for example, at least 2 banking days) before you require the funds.

Top up loan

2.4 You may request us to increase the limit on the amount of the loan. If we agree to the increase, the additional amount of the loan will be available to you in a single drawdown. The conditions relating to the increase in the loan will be stated in the Personal Loan Addendum.

How we provide the loan

2.5 Usually we provide the loan by depositing it into the nominated account. However, if you ask and we agree, we may give you a cheque for the loan. The instalments are payable even if the cheque is not cashed.

2.6 Fees and charges that are applicable on the loan may be deducted from the loan before depositing it into the nominated account. For more details on applicable fees see the Service and Price Guide.

Employment Status and Salary Transfer

2.7 This loan is being granted to you subject to you agreeing to continue transferring your salary to us. You agree that we will inform you when there is any change in your occupation, employer or the status of residency in the UAE.

Documentation

2.8 Your application form and any cheque along with all the supporting documents provided by you while applying for the loan will become part of the Bank’s records and will not be returned irrespective of whether your loan is approved or not. You will have no liability on the security cheque if your application is declined or if you choose to close your loan account, after settlement of all outstanding dues.

Balance Transfer Services

2.9 You may request to transfer to us any outstanding balance that you owe to other banks. We may agree to your request if the outstanding balance does not exceed the limit of your top up personal loan.

Duplicate Masters

2.10 You have confirmed that you do not hold any account with the Bank. If the Bank identifies that you have an existing account with the Bank, you authorise us to close the existing account and transfer the balance, if any, to the new account assigned to you. You also agree that all your future transactions, including salary credits, loan / credit card repayments will be routed through the new account. You also authorise us to transfer standing orders / payment instructions, if any, from the existing account to the new account.

1.2.9 You may request to transfer to us any outstanding balance that you owe to other banks. We may agree to your request if the outstanding balance does not exceed the limit of your top up personal loan.
3. Interest, fees and charges

Methods of repayment

3.1 You must pay interest on the loan monthly in arrears at the rate set out in the approval or otherwise in our banking agreement or any other rate we determine.

3.2 Unless otherwise specified in our banking agreement, interest accrues on a daily basis and is calculated on the basis of a 365 day year.

3.3 Interest is charged to your account on a daily basis.

3.4 Interest is payable on the dates set out in the approval or otherwise in our banking agreement (see “Interest, fees and charges” in the Client Terms).

3.5 If the applied loan amount is not disbursed 3 days prior to the first instalment date is more than 30 days Interest for the first instalment period is payable in advance and will be deducted from the loan amount disbursed.

3.6 If you vary the interest rate, we will give you 60 days prior notice in writing and we will provide you with the effective date of the revised interest rate.

3.7 If we vary the interest rate, we will give you 60 days prior notice in writing and we will provide you with the effective date of the revised interest rate.

3.8 If the period between the date of drawdown until the first instalment date is more than 30 days Interest for the enlarged instalment period is payable in advance and will be deducted from the loan amount disbursed.

Interest

3.9 The fees and charges for the loan are set out in the approval. We can unilaterally decide to change or introduce new fees to the loan.

4. Repayment

4.1 You must repay the loan in instalments. We notify you the amount of the instalment and each instalment payment date.

4.2 Any balance owing for the loan account (after payment of all instalments) must be repaid on the final payment date we notify you.

4.3 If we use amounts we receive from any of your instalments to pay interest rather than to reduce the principal amount you owe us or to pay amounts you owe us in any order we choose. For example, we may allocate a higher proportion of any one or more of your instalments to interest rather than to the principal amount you owe us.

4.4 If we vary the interest rate on the loan, we may vary the instalment amount and the number of instalments.

4.5 If the applied loan amount is not disbursed 3 days prior to your requested instalment date, your first instalment date will be due on the same day of the subsequent month. For “Top Up, your monthly instalment date will remain as per your existing due date.”

Deferral or cancellation

4.6 We offer you the convenience of being able to postpone your monthly payments twice a year, which shall be solely decided by the Bank. However this is based on you becoming eligible for this offer.

Methods of repayment

4.7 We advise you of the manner in which you must repay the instalments. For example, we may ask you to designate an account for repayment by direct debit and give us documents to facilitate direct debit from the designated account.

4.8 You must comply with our usual requirements for the relevant payment method, including any set out in this clause.
5. Prepayment

What happens if you do not pay

If you do not make an instalment on or before the relevant due date:

- the loan plus all accrued but unpaid interest plus any other sum due to us is immediately due and payable; and
- we will charge you a late payment fee as set out in the Service and Price Guide or elsewhere in our banking agreement.

Authority to fill in cheques

If you provide us with any cheques, you must give us a signed and undated cheque in our favour for an amount equal to each instalment due; and

Post-dated cheques

If we require you to repay by post-dated cheques, you:

- must give us post-dated cheques in our favour for an amount equal to each instalment due;
- must give us a signed and undated cheque in our favour for the total loan amount of the account plus fees and interest if we ask; and
- must replace the cheques if we ask.

If we increase the interest rate, you must give us additional post-dated cheques to cover the additional interest on the loan.

Automatic payment from account with another institution

If we require you to repay by automatic payment from an account with another financial institution you must:

- organise a payment arrangement with the other financial institution under which an amount equal to each instalment due is debited from that account and deposited in your nominated account on each instalment payment date and give us satisfactory evidence that this is in place; or
- provide us with any authority we require to enable us to debit the instalment amount, to that account; or
- if we ask, give us one or more signed undated cheques in our favour with the amount under blank and drawn otherwise as instructed.

Authority to fill in cheques

If you provide us with any cheques, you irrevocably authorise and appoint us as your attorney to fill in the dates and amounts in the cheques for an amount not exceeding the loan at that time and acknowledge that we may use these cheques to pay any amount you owe us in connection with the loan.

6. Additional services for your account

We may offer additional services for your account or nominated account. These may include balance transfer programmes, funds transfer programmes and any other services we advise you to or which are otherwise available from time to time. You can find out more about available services by contacting us.
Cancellation

Our Client Terms set out when you and we may cancel the loan. You may cancel the loan by giving us reasonable notice in writing. However, we may charge you a cancellation fee (see the Service and Price Guide).

Security under salary transfer loan

8.1 This clause applies if your loan is a salary transfer loan.

Security over end of service benefits

8.2 You unconditionally and irrevocably assign your end of service benefits to us as security under the loan account. As this is a “security” for the purposes of our banking agreement, certain provisions in our Client Terms apply.

8.3 You represent and warrant that your ends of service benefits are free from any security interest (other than any security interest you grant to us). You must not create or permit anyone to create a security interest over your end of service benefits.

8.4 You must notify your employer that you have assigned your end of service benefits to us and irrevocably authorise your employer to deal with them in accordance with our instructions. You must not give instructions to the contrary to your employer. The notice must be in the form we specify.

8.5 You agree to do all things necessary to complete the assignment of your end of service benefits.

8.6 If you request in writing, we may reassign your end of service benefits to us and irrevocably assign to each member of the Standard Chartered Group, its officers, employees, agents and advisers disclosing information on you (including details of the accounts, products or any security) to your employer and its holding companies, subsidiaries or affiliates. You also consent to us finding out from your employer the status of your employment.

We may apply your salary

8.9 You irrevocably authorise us to apply any salary paid into your account towards instalments payable under the loan on the date when the salary is paid (whether such date is earlier or later than the usual date of deposit).

8.10 If you receive any salary payment in advance, we may apply the payments in advance towards instalments payable in subsequent months under the loan. We may determine the number of instalments, which can be paid by the salary payment credited ahead in time.

8.11 You will not receive interest or any other advantage if we apply any salary payment in accordance with clause 8.9 or clause 8.10.

Insurance

9.1 In the event you decide to “Opt-in” for the Insurance product(s) provided by the bank, you authorise us to arrange insurance in favour of us for the amount of funds we provide under the loan. We may debit any charges in connection with the insurance to the account for the loan.
10. Credit Bureau

10.1 You authorise us to disclose, obtain, verify and exchange any of the information you have given to us with anyone we may consider appropriate such as legal or regulatory authority or credit reference / rating agency or bureaus in line with the regulations or guidelines from the respective agencies or bureaus.

Part B - Meaning of words

11. Meaning of words

You also need to refer to our Client Terms that also define key words used in these terms. If a word defined in these terms is also defined in our Client Terms, the definition in these terms applies for the purposes of personal loans.

default rate means the rate of interest per annum which applies to overdue payments or amounts owing in excess of a limit as set out in our banking agreement.

end of service benefits means all your end of service benefits payable to you in connection with your employment by your employer (as specified in the application for a salary transfer loan).

limit means, for a personal loan, the limit set out in the approval for the product (as we may vary at any time).

loan means the outstanding principal amount of each drawdown of a loan made under Part A of these terms. It includes a top up loan.

nominated account means a savings account or current account opened and maintained by us for you which you and we have agreed is to be the account into which we may deposit the loan and from which we may debit instalments.

our banking agreement means the agreement between you and us formed when we accept an application from you, the terms of which include our Client Terms and these terms.

Service and Price Guide means tariff booklet, as defined in the Client Terms and which sets out some of the fees and costs that may apply to a product.