

Terms & Conditions

1. Money Transfers are subject to regulatory verification processes. In the event of any delays in the processing of money transfers on account of such verifications, SBI Canada (hereinafter termed as the "Bank") will not be liable or responsible in any manner for the consequence of such a delay, including, without limitation, for losses or damages caused by any such delay.
2. The Bank will make reasonable efforts to process all transactions within 48 hours of receiving a money transfer request, subject to all regulatory verification processes being complete. The Bank will not be liable or responsible in any manner for delays in processing by beneficiary Banks, including without limitation, for losses or damages caused by such delay.
3. Payment of transferred funds is subject to rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange regulations in some countries, the liability of the Bank in respect to the payment of the transferred funds shall not exceed in any case the extent to which the payment is allowed in the country in which the transferred funds are to be sent under any government or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of Euro, the European Union or any of its member countries, at the time the payment instructions are received or are to be carried out. Neither, the Bank, nor its correspondents or agents shall be liable for any delay or loss caused by or as a result of any act or order of any government agency or failure of any clearing, settlement or payment system or statute, regulation or any other causes whatsoever.
4. The bank may take its customary steps for the remittance according to this contract. In doing so, the bank shall be free on behalf of the applicant to remit or procure the remitting of funds by mail, telex, cable, SWIFT or any other means as it deems fit and to make use of any correspondent, sub-agent or other agency but in no case will the Bank or any of its correspondents or agents be liable for mutilation, interruptions, omissions, human or mechanical errors or delays occurring in the electric transmission, wire, cable or mails, or on the part of any postal authority, telegraph, wireless or cable company, or any employee of such authority or through any other cause. The Bank through its correspondents or agents or otherwise may send any message relative to this transfer in explicit language, code or cipher.
5. The Bank reserves the right to refuse to accept any application without assigning any reason.
6. In no event shall the Bank be liable for damages whether caused by any errors, negligence, actions or omissions, whether of itself or its employees or of any correspondent, sub-agent or other agent or their employees beyond the sum of Canadian Dollars 500.00 (Five Hundred Canadian Dollars Only), in addition to refund of the transaction amount and the transfer fees, if any. Beyond this, in no event shall the Bank or its employees or of any correspondent, sub-agent or other agent or their employees be liable for indirect, special, incidental, consequential, exemplary or punitive damages or like.
7. Currency, other than the country to which the remittance is made, shall be payable in the currency of said country at the Buying Rate of the Bank, its correspondents or agents, unless the Bank, the payee by arrangement with the paying correspondent or agent obtains payment in some other currency upon paying all charges of the Bank's correspondent or agent in connection therewith.
8. If the details of the parties bearing charges of the bank or the agent bank are not indicated, the bank charges will be borne by the applicant and the agent bank charges shall be borne by the beneficiary.
9. Unless, it is otherwise expressly and specifically agreed in writing, the bank may at its discretion convert into foreign values the funds received from the applicant at the rate as determined by the Bank at its discretion on the day such funds are received / cleared pursuant to its hold period policy. In such cases Banks statement in writing that it has effected such conversion shall be conclusive.
10. In the event of a refund from the Bank of the transferred funds, if desired, such refund shall be made, at the Bank's discretion, to the applicant, at the prevailing buying rate for the currency on day of the refund, in question less all costs, charges, expenses and interest (where applicable), provided that (a) none of the events specified in clause 11 below have occurred in respect of the currency in question, and (b) the Bank is in possession of the funds for which the payment instruction was issued, free from any exchange or other restrictions.
11. The Bank shall have no responsibility for or liability towards the applicant or any other person, whatsoever for any diminution in the value of funds due to taxes or depreciation or for the unavailability of such funds due to restrictions on the convertibility, requisitions, involuntary transfers, distraints of any character exercised by government(s) or military powers, wars, strikes, riots, malicious damages, acts of God, or other causes beyond the Banks control. In addition (i) if the currency's country of origin restricts availability, credits or transfers of such funds, the Bank will have no obligation whatsoever, to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency and (ii) in the event of any matter related to EMU (European Economy and Monetary Union) (including but not limited to the disbanding of EMU, the withdrawal of one or more participating states from EMU or any changes in the composition of participating states) which restricts availability, credit or transfers of the Euro or otherwise makes it impossible or impracticable for the Bank to perform its obligations in respect of Euro funds, the Bank will have no obligation to pay the funds, whether by way of draft or cash or by any other means in the relevant currency or any other currency.
12. The applicant consents to the Bank, its officials, employees, correspondents and agents disclosing any information regarding the applicants particulars, this application, the subject matter thereof and the applicants accounts and affairs as the Bank shall deem appropriate or as may be required by law or any regulatory body for the purpose of any investigations relating to the money transfer applied and any transaction conducted to effect the same.
13. The bank reserves the right to revise all charges from time to time at its sole discretion. .
14. The Bank reserves the right to add, alter, vary and modify any or all of the above terms & conditions at any time at its sole discretion without any notice.

These terms and conditions are subject to the laws of the Province of Ontario, Canada / Province of British Columbia, Canada. The applicant (s) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario, Canada / Province of British Columbia, Canada, and the applicable federal laws of Canada. The applicant consents, that any charges as applicable and necessary, levied by any intermediate financial institutions, correspondents, agents and sub-agents, towards processing and completing the transaction shall be borne by the applicant and or the beneficiary concerned. State Bank of India Canada does not process money transfers being done on behalf of or for the benefit of any third party / other party.

Signature of the Applicant:

Date: