

FNB CHANNEL ISLANDS BANKING TERMS AND CONDITIONS

Date last amended: 11 April 2016

These are the terms and conditions that govern the relationship between you and the Bank. It is important that you read and understand these terms and conditions. Where there is any uncertainty regarding any of the terms or conditions, you are required to contact the Bank in order to obtain clarity. These terms and conditions are to be read together with any other terms and conditions, Pricing Guides and annexures that may be applicable to your relationship with the Bank, including but not limited to the Remote Banking terms and conditions, and inContact terms and conditions. We can change this agreement or any of the rules at any time. We will tell you about any significant (important) changes to this agreement or the rules within a reasonable time before we make the change. Unless you end the agreement before the date the change comes into effect (applies), we can assume that you agreed to the change.

1. DEFINITIONS

- 1.1 "Access mechanisms" means those mechanisms issued by the Bank to enable you or an Authorised User to transact by means of the delivery channels.
- 1.2 "Application form" means the application form signed by you or on your behalf when applying for your banking product/s.
- 1.3 "Authorised User" means any person/s authorised by you in writing to transact on the nominated account by means of a specified delivery channel.
- 1.4 "Bank" or "FNBCI" means FirstRand Bank Limited Guernsey Branch, trading as FNB Channel Islands, regulated by The Guernsey Financial Services Commission and licensed to conduct banking under The Banking Supervision (Bailiwick of Guernsey) Law, 1994 as amended
- 1.5 "Banking products" means the account or accounts that you have selected to open with the Bank.
- 1.6 "Card" means the FNBCI Mastercard Debit Card.
- 1.7 "Card number" means the number embossed on a Card for identification at point of sale ("POS") devices.
- 1.8 "Conditions of Use" means the conditions of use of the FNBCI Mastercard Debit Card.
- 1.9 "Delivery channels" means any transactional method made available from time to time.
- 1.10 "Transaction" means every client driven activity on the banking product/s executed *via* any of the access mechanisms.
- 1.11 "Transaction fee" means any bank charge for a transaction.
- 1.12 "Verification methods" means the PINs, Card number/s, passwords, specimen signatures and any other form of verification the Bank may implement to enable you to use the delivery channels.
- 1.13 "PIN" means a personal identification number issued to enable you to transact on the banking product/s.
- 1.14 "Telephone banking" means transactions conducted by telephone, whether by giving instructions or by means of automated transactions, whether voice-prompted or not.
- 1.15 "You" means the FNBCI client taking up the banking product/s.

2. ACCOUNT OPENING

- 2.1 In order to make use of these banking products, you are required to be at least 18 (eighteen) years of age.
- 2.2 We will only proceed to open your account upon satisfactory completion of the application form, and any other account opening forms. We will also only open the account after any account opening checks have been completed and once all the required documentation has been provided. We will advise you once the account is available for use.
- 2.3 If we do not receive the required documentation in order to open the account within a period of 10 (ten) business days from the initial application, the application will be regarded as void and no account will be opened.
- 2.4 You will need to ensure that the information we have on record for you remains up to date at all times. Where any change has taken place, you are required to notify us thereof as soon as possible. We cannot be held liable in instances where changes have taken place and we have not been advised thereof.
- 2.5 In order to open the Current Account and Investment Accounts, certain minimum deposits may be required from time to time. Information on the required minimum balances can be found www.fnbc.co.uk or by contacting the FNBCI Service Suite. Should you not make a deposit within 6 (six) months from the date the account is opened, we will close the account after 30 days notice to you if you do not respond to our notice.
- 2.6 It remains in the Bank's discretion whether an application will be successful, and an account will be opened. We do not have to provide you with reasons where we decide not to open an account.

3. TRANSACTIONS

- 3.1 In order to undertake transactions, you need to ensure you have sufficient funds available in your account to carry out the transactions.
- 3.2 You and any Authorised User appointed by you will be entitled to transact on the banking product/s by means of the delivery channels provided subject to the Terms and Conditions of Use of the delivery channels. You and any Authorised User shall be entitled to operate any of the delivery channels in any manner that the Bank may offer from time to time and shall specifically be entitled to:
 - 3.2.1 withdraw funds deposited to the banking product/s;
 - 3.2.2 apply for and take delivery of any access mechanisms and verification methods;
 - 3.2.3 authorise any card transaction;
 - 3.2.4 issue instructions to make payments;
 - 3.2.5 transfer funds between accounts;
- 3.3 You may revoke the authority of any Authorised User by giving the Bank notice in writing and returning the Authorised User's card to the Bank.

- 3.4 Any Authorised User will be entitled to use any of the delivery channels and to request the Bank to issue any access mechanism at any time until you revoke the Authorised User's authorisation.
- 3.5 The Bank may restrict the number of transactions executed in any period or levy additional charges for a high volume of transactions. Information on the additional charges that may be levied can be found in the Pricing Guide.
- 3.6 The Bank may place a reasonable limit on the money that may be withdrawn or transferred at any time. Certain products, such as investment products, may not allow withdrawals.
- 3.7 You will be liable for all transactions and the Bank will be entitled to assume that all transactions by an Authorised User are authorised by you even if you or the Authorised User fails to sign any sales or cash voucher, including mail orders or written authorities.
- 3.8 You will be liable for all unauthorised transactions if you or any Authorised User are negligent in the use or handling of the access mechanisms, in safeguarding the verification methods or in delaying notifying the Bank of lost or stolen access mechanisms or verification methods.
- 3.9 All transactions on your banking product/s will be deemed to take place in Sandton, South Africa.
- 3.10 The Bank may in its sole discretion monitor, record and use as evidence all instructions given by you or an Authorised User.
- 3.11 It is the responsibility of you and any Authorised User to ensure that information and instructions are given correctly when conducting transactions.
- 3.12 The Bank is not obliged to verify your or any Authorised User's transaction information such as account numbers, branch numbers, branch names, account holder names and transaction amounts.
- 3.13 The Bank may refuse to make payment in respect of any transaction or refuse to allow withdrawals if the available balance for the particular banking product you wish to utilise does not have sufficient funds to carry out the transaction/withdrawal or if there has been any other breach with regards to the banking product. If the Bank does make payment or allow a withdrawal where the available balance will be exceeded, this does not mean that the Bank has provided you with an excess facility, nor is it a waiver of the Bank's rights.
- 3.14 You indemnify the Bank for any damages, losses, injury, claims or expenses that arise directly or indirectly from the Bank carrying out illegal or incorrect instructions (of whatever nature) given by you or an Authorised User.
- 3.15 Where conflicting payment instructions are received in connection with the account(s) held with the bank, it remains in the discretion of the Bank whether to act on such instruction, without incurring any liability for such action.

4. DELIVERY CHANNELS

- 4.1 The Bank will determine in its own discretion what delivery channels will be available from time to time. Not all delivery channels will necessarily be available on all banking products.
- 4.2 The Bank may cancel or alter the delivery channels without affecting your liability to the Bank or incurring any liability to you. We will advise you of changes to the channels within a reasonable notice period.
- 4.3 The use of any of the delivery channels is at your own initiative and at your own risk.
- 4.4 The use of any of the delivery channels is subject to any procedures and restrictions imposed by the Bank from time to time.
- 4.5 Any access mechanism is issued in the Bank's discretion and remains its property.
- 4.6 A card is valid for the period specified on the card, unless the card, account or banking product is cancelled or terminated at an earlier date.
- 4.7 You and any Authorised User are responsible for ensuring that no unauthorised person uses or has access to the access mechanisms and the verification methods. If the verification methods are used in a public place or unsecured environment then you and any Authorised User must ensure that the confidentiality and secrecy of the verification methods are not compromised.
- 4.8 Access mechanisms that have been cancelled or no longer required by you and any Authorised User must be returned to the Bank. You will be liable for any continued use of the access mechanisms not returned.
- 4.9 The Bank does not warrant that the delivery channels are suitable for any particular purpose or performance.
- 4.10 The Bank will not be liable to you if the access mechanisms are not accepted or honoured by any merchant or other party, or if the Bank declines to approve any transaction.
- 4.11 The use of a delivery channel by you and any Authorised User after your authority to use the delivery channel has been suspended or cancelled will constitute fraud and the Bank may publish or give notice of the suspension or cancellation to any merchant or other person. You and any Authorised User will have no claim against the Bank in respect of such notification.
- 4.12 No merchant is the Bank's agent or acts on its behalf. The Bank will credit any refund by a merchant to the banking product/s on receipt of the credit transaction. Any claim or dispute between you or any Authorised User and any merchant or payee will not affect the Bank's right to receive payment from you or give rise to any right of set-off or counterclaim against the Bank.
- 4.13 In the event that you or any Authorised User wishes to cancel any transaction or stop the payment of any transaction, the Bank will endeavour to accommodate you subject to any laws, rules, practices or procedures that it may be bound by or which it may set. If the Bank is unable to cancel a transaction or stop the payment of a transaction, then it will still be entitled to debit your banking product/s with the amount of the transaction. In the event that the Bank elects not to debit your account, you agree to cede any claim you may have against the beneficiary of the transaction to the Bank.
- 4.14 You are responsible for ensuring that all Authorised User/s are aware of and will comply with the relevant terms and conditions and Conditions of Use of the applicable access mechanisms issued or made available to such Authorised User/s.
- 4.15 You are required to report any stolen or lost cards by contacting the FNBCI Service Suite on 087 730 6010 (SA Local) or +27 (0)11 369 1500 (SA International) or +44 (0) 330 350 0213 (UK). You are also required to contact us immediately if you suspect that someone knows your PIN/password to gain access to your account, or if you believe that someone has accessed your account.

5. REPAYMENT

- 5.1 You must repay any debit balance, being the amount in excess together with interest and costs owing on the banking product/s within 7 (seven) days of receipt of a notice from the Bank requesting repayment.
- 5.2 Repayment will be made in the currency of the applicable banking product/s without any set-off, withholding or deduction.
- 5.3 Any amount repaid will be apportioned firstly towards interest, then costs and lastly toward repayment of the excess.
- 5.4 You are entitled to repay all or part of the debit balance at any time.
- 5.5 You may authorise the Bank in writing to debit another bank account with the amount outstanding.
- 5.6 Your repayment amount, if applicable, will vary in accordance with the outstanding balance.

6. DEPOSITS

- 6.1 The proceeds of any financial instrument deposited or electronic transfer to the banking product/s will be regarded as a payment only if it is honoured. Until then, the Bank will not be obliged to make any payment against it.
- 6.2 In the event of the Bank nevertheless making payment against the financial instrument or electronic transfer, and such financial instrument or electronic transfer is subsequently dishonoured, the Bank will be entitled to reverse any entry relating to such financial instrument or

electronic transfer and any loss and costs occasioned by such dishonour will be borne by you in full.

- 6.3 The Bank may at its discretion effect a hold against any payment until it has been cleared by the issuing / paying bank. The funds may even be returned to the issuing / paying bank where due diligence has not been carried out.
- 6.4 Delays may be caused in receiving a deposit into the account as a result of a number of factors. At all times, FNBCI will endeavour to clear the funds as soon as reasonably possible. FNBCI will not be held liable for any losses/damages caused as a result of the delay in crediting an account with a deposit.
- 6.5 Any deposits received will be apportioned firstly to debit interest, then costs, and lastly toward repayment of the banking product/s that may be owing.
- 6.6 No interest will be earned while a deposit is being honoured or before an account has been opened.
- 6.7 Neither the bank nor any employees or officials of the bank, including its directors, shall be liable to you where any deposit is not honoured for failing to comply with any due diligence requirements in respect of deposits. You indemnify the bank, its employees and officials for any lost interest or costs incurred where the funds have been returned to the issuing / paying bank.
- 6.8 It is recommended that you ensure that the party depositing funds into your FNBCI accounts makes the deposit in the same currency as that of the FNBCI account. For example, where you have a GBP current account, we recommend that the deposit be in GBP.
- 6.9 Where a deposit is not in the same currency as the currency of your FNBCI account the deposit may be rejected. In certain instances it is possible the deposit will be accepted. Should such a deposit be accepted, you may incur additional charges in respect of the currency conversion. Such charges will be debited against the account receiving the deposit and FNBCI will not be held liable for any losses or damages you may suffer as a result of this additional charges or the conversion that takes place.

7. PAYMENTS

- 7.1 When making certain payments there may be cut-off times by which the payment instruction is to be submitted in order for the payment to be processed on the same day and made available on the following day.
- 7.2 For payments up to GBP100,000 (one hundred thousand pounds), a payment instruction submitted on the day of making the payment will be processed on the same day. This payment may be processed by Faster Payment.
- 7.3 For other payments, CHAPS will be utilised in order to facilitate the making of the payment. These payments need to be submitted between 08h00 and 15h30 (Excluding South African public holidays and weekends) in order to be processed on the same day.
- 7.4 Faster Payment is a payment processing method whereby electronic payments can be made online or over the phone. This payment method will only be utilised where both banks make use of Faster Payment service and where the payment is under the prescribed limit. Faster Payment is available 24 hours a day, 7 days a week and the payment instruction is processed on the day received. The service is free of charge.
- 7.5 CHAPS is a payment processing method that provides for payments submitted before a certain time (15h30 UTC +00:00) to be processed on the same day, provided the day for submitting the payment instruction is a business day. This payment method will be used where both banks make use of CHAPS service. There is no limit to the value of the payment instruction and a fee is applicable for this service.
- 7.6 The processing of a transaction on the same day does not guarantee that the payment will be received by the recipient on the same day. Payments can take up to 5 (five) days to reflect in the recipient's account.
- 7.7 The above times are applicable to business days and are at GMT+2. Where a payment instruction is submitted on any day other than a business day or where it is submitted after these cut-off times, the transaction will only be processed on the next business day.
- 7.8 It is important to note that the relevant means of making the payment (i.e. Faster Payment or CHAPS) is further limited by the financial institution receiving the payment, and will only be processed by the relevant means if the receiving bank is able to support the receipt of the payment.
- 7.9 You will not be able to select between utilising Faster Payments or CHAPS as this is determined systematically.
- 7.10 In the event that CHAPS is used to facilitate a payment, a charge may be applicable and will be deducted off your current/call account after the transaction has been processed. Applicable fees can be found in the FNBCI Pricing Guide.
- 7.11 For payments facilitated through Faster Payments, no fee will be applicable.
- 7.12 Should you have any queries regarding the processing of payments, please contact the Service Suite on +44 330 350 0213 (UK), 087 730 6010 (SA local), +27 11 369 1500 (SA International)
- 7.13 We will not be held liable for any delay in processing a payment that may be the result of incorrect/incomplete information provided to facilitate the payment, the receiving bank does not support a speedier payment solution or where system downtime occurs.
- 7.14 You will not be able to make payments to third parties from Fixed Deposit Accounts and 32 Day Notice Accounts. Where it is required to pay out funds to third parties from the Fixed Deposit Account (upon maturity) or the 32 Day Notice Account (after notice is given), the funds will first need to be transferred to your Current/Call Account in the same currency, following which the required payment can be made.

8. DEBIT INTEREST

- 8.1 Interest on any debit balance in the current account is calculated at a rate linked to the published rate of the Bank of England, and may vary based on the extent of the debit balance on the account.
- 8.2 The debit interest payable on your banking product/s will be calculated daily on the amount outstanding at the end of each day and will be compounded monthly and debited to your banking product/s. Debit interest will be charged from the date on which the account becomes overdrawn.
- 8.3 The Bank may vary the interest rate. You will be notified of such a variation (and of other related information) within 30 days after the effective date of such variation in the rate.
- 8.4 If any law or government regulation, or monetary requirements of any authority, or compliance by the Bank with a request from any central bank or other fiscal, monetary or other authority affecting banks generally, results in an increase in the cost to the Bank of funding the banking product/s, then the Bank shall be entitled to recover from you the increased cost of financing by varying the rate.
- 8.5 The interest rate shall not exceed a rate as published by the Bank from time to time.

9. CREDIT INTEREST

- 9.1 Credit interest is payable on current accounts.

10. STATEMENTS

- 10.1 Monthly statements reflecting the debit or credit balance on the banking product/s as at the statement date will be sent to you electronically or by post on a monthly basis. The Bank will not be held liable for any delays in the delivery of statements by post where there may be postal strikes or other action out of the control of the Bank.
- 10.2 The excess payable, if applicable, is reflected on your statement and is calculated on the basis of the debit balance on the statement date

- and interest at the rate prevailing as at the statement date. You must pay any excess due even if you do not receive a statement.
- 10.3 In the event that the account goes into unauthorised excess as a result of subsequent advances, interest rate fluctuations, the capitalisation of interest or any other cause, you are required to deposit immediately an amount, sufficient to reduce the debit balance to at least zero.
- 10.4 The Bank will remit statements to the e-mail address/es or postal/street address as provided by you.
- 10.5 You acknowledge that the Bank has no control over the receipt of the statements. Statements will be sent according to your instruction, but will no longer be under the control of the Bank upon leaving the Bank's domain.
- 10.6 You agree that the Bank will not be liable for any loss or damages suffered by you as a result of:-
- 10.6.1 Any access to the content of the statements after being sent by the Bank, and
- 10.6.2 Any failure of the Client to receive statements.
- 10.7 Statements will be deemed to have been received on the day of transmitting it, if sent by email. Alternatively, statements will be deemed to have been received within 7 days after being posted.
- 10.8 The Bank may charge or amend the charges applicable to transmission of statements upon notice to you.
- 10.9 You may add to, delete or otherwise change any address previously furnished to the Bank by completing the full details of the new address in the format required by the Bank.
- 10.10 You acknowledge that any addition, deletion or change to the address may take approximately 2 (two) business days to be processed.
- 10.11 You must check the entries on your statements. You must report any mistakes or transactions done without your permission to the Bank within 30 (thirty) days from the date of the statement. If you don't do this we can assume the entries and transactions shown on the statement were correct or done by you or with your permission. We will not be responsible for any loss or damage you suffer because you didn't report errors or unauthorised transactions on time. If you receive inContact notifications you must report any unauthorised transactions to us within 24 (twenty four) hours to prevent further unauthorised transactions. If you don't do this we can hold you responsible for those transactions.

11. FEES

- 11.1 The following fees (excluding debit interest) are payable in terms of the banking product/s:
- 11.1.1 A monthly account fee may be payable on FNBCI Current Accounts should the minimum balance, as prescribed from time to time, not be maintained. This fee will be debited against the account monthly in arrears.
- 11.1.2 Service charges in respect of the following non credit related services:
- 11.1.2.1 A Relationship Manager/Private Banker fee if a Relationship Manager/Private Banker is assigned to you;
- 11.1.2.2 A card replacement fee charged by the Bank for any lost, stolen or misappropriated card;
- 11.1.2.3 Any applicable duties, charges, fees, taxes and levies payable by you for the use of any of the delivery channels or any other service charged by the Bank and paid over to the relevant authorities or third parties;
- 11.1.2.4 A fee for preparing and providing information and/or any documentation regarding your banking product/s in terms of a legitimate third party instruction for such information and/or documentation;
- 11.1.2.5 A fee for monitoring a banking product/s in terms of any court order;
- 11.1.3 Collection costs, if incurred. Please note that collection costs will be charged by the Bank only in the event of the Bank having to enforce the terms and conditions of this/these banking product/s. Such collection cost will include legal costs as between an attorney and own client, collection commission, tracing fees and other fees or disbursements incurred by the Bank in collecting any amounts owing by you to the Bank, including value-added tax where applicable.
- 11.2 The Bank may vary the amount of any fee charged by it giving you at least 20 working days notice of any change on www.fnbc.co.uk.
- 11.3 For more information on the fees above, please consult the Pricing Guide or contact the FNBCI Service Suite.
- 11.4 The Bank will debit your account with the amount of all costs payable by you.
- 11.5 Unless we say otherwise all fees are non-refundable.

12. AGREEMENT WITH THE BANK

- 12.1 Your agreement with the Bank consists of: -
- 12.1.1 the application form signed by you;
- 12.1.2 these Terms and Conditions;
- 12.1.3 any debit order authority given by you;
- 12.1.4 the Pricing Guide;
- 12.1.5 other annexures, if applicable;
- 12.1.6 any authorities to transact signed by you from time to time;
- 12.1.7 the Terms and Conditions of Use of Delivery Channels.
- 12.2 The Bank may agree to vary the banking product/s at your request and any such variations may be recorded in writing addressed by the Bank to you.
- 12.3 These Terms and Conditions may, subject to the requirements of the Guernsey Financial Services Commission Code of Practice for Banks or any other legislation, be amended by the Bank in its discretion from time to time.
- 12.4 The agreement with the Bank defined in this paragraph is the whole agreement between you and the Bank and contains all the representations made by the Bank.
- 12.5 If a particular provision in any document making up the agreement is illegal, invalid or unenforceable, this will not affect any of the remaining provisions of the relevant document and this agreement.
- 12.6 The Bank may relax some of the provisions of the agreement or grant you an indulgence without affecting the validity of all other provisions of the agreement.

13. INTERNET BANKING

- 13.1 You will be able to use the banking product/s by means of internet banking, once you have registered for internet banking and have accepted the applicable terms and conditions of use.
- 13.2 Internet banking allows you to:
- 13.2.1 View and download statements and balances;
- 13.2.2 Make online payments;
- 13.2.3 Transfer money between your accounts;
- 13.2.4 Receive account balances and statements.
- 13.3 You are required to take reasonable care with regard to security and otherwise in banking over the internet and the Bank will be authorised to debit your account with any transaction should you fail to meet this requirement. You are required to follow the security measures published from time to time on the FNBCI website as far as reasonably possible. In this regard:

- 13.3.1 Keep your computer safe. Do not allow other people to install software on your computer and ensure that appropriate anti-virus software is installed. Avoid using public internet terminals for banking purposes.
- 13.3.2 Keep your private information safe. Never disclose your PIN or password to anyone and keep them secure. Do not write down your password or allow your browser software to save it. Change your password at least once a month.
- 13.3.3 Ensure that the website which you are on is secure and that the site is legitimate.
- 13.3.4 Register for the free inContact service and use it as recommended.

14. SERVICE SUITE

- 14.1 The following telephone banking services are available by calling the FNBCI Service Suite:
 - 14.1.1 Account balances and interim statements;
 - 14.1.2 Transfers between linked accounts;
 - 14.1.3 Account payments;
 - 14.1.4 Scheduled payments.
- 14.2 For security reasons all telephonic conversations are recorded for the exclusive use of the Bank.

15. RELATIONSHIP MANAGER/PRIVATE BANKER

- 15.1 A Relationship Manager/Private Banker may at the Bank's discretion be assigned to qualifying clients. If a Relationship Manager/Private Banker is assigned to you, you will be required to sign a Relationship Manager Mandate and Indemnity.
- 15.2 The Relationship Manager/Private Banker will be authorised to execute any of the following instructions:
 - 15.2.1 Request payments to be made
 - 15.2.2 Request fund to be transferred between accounts;
 - 15.2.3 Establish or close banking accounts;
 - 15.2.4 Request foreign exchange transactions to be effected; and
 - 15.2.5 Provide any other service that the Bank may offer from time to time.
- 15.3 The Relationship Manager/Private Banker will rely upon and act in accordance with any instruction, notice, demand or other communication which may be given by you or any Authorised User to conduct transactions on your banking product/s with the Bank, whether by telephone, facsimile, electronic mail or any other means, without the need for any enquiry by the Bank as to the authority or identity of the person giving such instruction and notwithstanding any error or misunderstanding or lack of clarity in the terms of any such instruction.
- 15.4 The Bank may request written confirmation of instructions given by means of telephone, facsimile, electronic mail or other electronic means, but may in its discretion accept such instructions without written confirmation.
- 15.5 If the Bank receives unclear or conflicting instructions, the Bank will not be required to act on those instructions until the ambiguity or conflict is resolved to the Bank's satisfaction. If the Bank does act on those instructions, then you indemnify the Bank against any losses or liabilities that may result.
- 15.6 The Bank will effect instructions only during banking hours on a business day, being any day other than a Saturday, Sunday or official South African public holiday.
- 15.7 The Bank will have the right to determine the method used to execute your instructions.
- 15.8 You indemnify the Bank against all losses, actions, claims, proceedings and liabilities sustained or incurred directly or indirectly by the Bank acting in good faith as your bankers and particularly (but without limitation) against liability arising out of the Bank acting on any instruction given by telephone, facsimile, electronic mail or any other electronic means and agree that the Bank will not be liable for any loss incurred by you as a result of so acting.

16. CONTACT INFORMATION AND COMPLAINTS RESOLUTION

- 16.1 Should you have any queries in relation to your FNBCI accounts, these terms and conditions, or any other agreements that may be relevant to your relationship with the Bank, you can contact the FNBCI Service Suite on +44 330 350 0213 (UK), 087 730 6010 (SA local) or +27 11 369 150 (SA International).
- 16.2 The Service Suite can also be contacted where you are unhappy with the service provided or where you wish to lodge complaints.
- 16.3 **If your query or complaint remains unresolved after 3 months, or we have provided you with a final decision and you remain dissatisfied, you may escalate your complaint to the Channel Islands Financial Ombudsman (CIFO) by sending an email to complaints@ci-fo.org.**

Please refer to www.fnbc.co.uk or the Ombudsman website at www.ci-fo.org, for further details.

17. PERSONAL INFORMATION

- 17.1 We will treat your personal information as confidential and take all reasonable steps to protect your personal information in accordance with applicable laws. We will only disclose your personal information if:
 - 17.1.1 the law requires us to do so;
 - 17.1.2 our interests require disclosure; or
 - 17.1.3 you have given us your consent.
- 17.2 The Bank will not be held liable for any loss or damage where it has disclosed information as provided above.
- 17.3 To consider your application for any FNBCI products or services or maintain a relationship with you, you agree that we may - as part of our checking and account maintenance processes – do the following:
 - 17.3.1 Obtain certain of your personal information from any other party (e.g. a credit bureau or a government agency).
 - 17.3.2 Disclose some of your personal information to these parties to get the information we need. If we do this we will never disclose more information than we need to.
- 17.4 When processing certain international transactions, it may be necessary for the bank to transmit some of your personal information. This may include your name, address and account number. This will be in compliance with requirements governing international payments and will be limited to this purpose for these transactions.
- 17.5 The Bank may store information relating to your person, including the application form and any other documents relating to your relationship with the Bank in electronic format.

How we use your information:

- a. You can refer to our Privacy Policy located on www.fnbc.co.uk for more information on our privacy practices.

- b. FNBCI collects information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.
- c. Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third party's lawful interest is being protected or pursued.
- d. FNBCI may process your information. Information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial history, identifying number, e-mail address, physical address, telephone number, online identifier, social media profile, biometric information (like fingerprints, your signature or voice) and your name.
- e. The processing of information includes the collection, storage, updating, use, making available or destruction thereof.
- f. FNBCI may process your information for the following reasons (amongst others):
 - To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
 - To detect, prevent and report theft, fraud, money laundering and other crimes.
 - To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
 - To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
 - To develop, test and improve products and services for you.
 - For historical, statistical and research purposes.
 - To process payment instruments and payment instructions (like a debit order).
 - To create, manufacture and print payment instruments and payment devices (like a debit card).
 - To do affordability assessments, credit assessments and credit scoring.
 - To manage and maintain your accounts or relationship with FNBCI.
 - To disclose and obtain information from credit bureaux regarding your credit history.
 - To enable FNBCI to deliver goods or documents or notices to you.
 - For security, identity verification and to check the accuracy of your information.
 - To communicate with you and carry out your instructions and requests.
 - For customer satisfaction surveys, promotional and other competitions.
- g. FNBCI may share your information with the following persons (amongst others) who in turn have an obligation to keep your information secure and confidential:
 - Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
 - Payment processing services providers, merchants, banks and other persons that assist with the processing of your payment instructions.
 - Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
 - Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
 - Regulatory authorities, industry ombudsman, governmental department, local and international tax authorities and other persons that FNBCI under any law are required to share your information with.
 - Credit bureaux.
 - FNBCI's service providers, agents and sub-contractors like couriers and other persons FNBCI uses to offer and provide products and services to you.
 - Persons to whom FNBCI cedes their rights or delegates their obligations to under agreements.
- h. FNBCI can process your information outside of the borders of Guernsey, according to the safeguards and requirements of applicable data protection legislation.
- i. FNBCI may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.
- j. You have the right to request access to the information FNBCI has about you by contacting the FNBCI Service Suite on 087 730 6010 (SA Local) +27 11 369 1500 (SA international) +44 330 350 0213 (UK).
- k. You have the right to request us to correct or delete the information FNBCI has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept. You must inform us of your request by contacting FNBCI Service Suite on 087 730 6010 (SA Local) +27 11 369 1500 (SA international) +44 330 350 0213 (UK).
- l. You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection via info@fnbci.co.uk.
- m. You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.

17.6 You have the right to file a complaint with FNBCI about an alleged contravention of the protection of your information.

18. TERMINATION

- 18.1 We may close the banking product/s and cancel this agreement if the balance falls below any required minimum balance or otherwise at any time following the expiry of 30 days notice to you, if you do not respond to our notice. You may terminate the agreement by notifying us in writing.
- 18.2 All transactions/instructions submitted before termination will be carried out. We are entitled to keep sufficient funds in the accounts to provide for amounts that may become due after termination.
- 18.3 Once all pending transactions have been processed you may withdraw the remaining funds from the account. Any amount you owe us will remain due and payable on account closure.
- 18.4 We may close dormant accounts, after we have given you 30 days notice of the dormant status of the account. If we close the dormant account while there remains a positive balance in the account, you may claim any funds in that account within sixty years from the date of the last transaction on the account.
- 18.5 If the account balance is in debit and the Bank has not recovered the amount owing after a period of time considered by the Bank to render the account overdue, the Bank may at its discretion write-off the amount involved and/or record the debt against the name of the customer and/or account user with any credit bureau or similar agency after the necessary notice has been given to you.
- 18.6 Any Cards must be returned to us if the account is closed.

19. CUSTOMER ALONE CARRIES RISK OF SENDING INSTRUCTIONS BY EMAIL OR TELEPHONE

- 19.1 You may request that FNBCI accept instructions from yourself or your Authorised Representative by email and/or telephone.
- 19.2 You hereby confirm and understand that FNBCI will do so on the following basis:
- 19.2.1 FNBCI will not verify (check) that instructions were actually sent by the customer's representatives using any of these indirect communication methods.
- 19.2.2 FNBCI will act on the instructions as if authorised persons sent them.
- 19.3 You understand that these indirect communication methods are not safe and carry greater risks than face-to-face communications or communications using FNBCI's other secure non-face to face banking channels like online or telephone banking.
- 19.4 These risks include the risk that the communication may be intercepted or changed without knowledge, or consent, or that unauthorised instructions may be sent to FNBCI.
- 19.5 You agree to accept these risks.
- 19.6 FNBCI will only agree to accept and act on instructions sent using these indirect communication methods, on condition that you waive your right to claim against FNBCI for any loss or damage you suffer because of this.
- 19.7 You agree to indemnify and hold FNBCI harmless for any loss or damage that you or any other person may suffer because you chose to use these indirect communication methods.
- 19.8 You understand that FNBCI will not be liable to you or your representatives for any loss or damage that you or your authorised representative suffer because you chose to use these indirect communication methods.
- 19.9 You will be legally liable to FNBCI or any party for any loss or damage FNBCI may suffer because of your decision to use these indirect communication methods.
- 19.10 Your representatives are solely responsible for making sure that FNBCI received an instruction.
- 19.11 FNBCI will only be deemed to have received an instruction once it has actually confirmed receipt in writing or by telephone.
- 19.12 You will be liable if an instruction is sent more than once, and acted on by FNBCI.
- 19.13 FNBCI is also not liable for any errors, omissions or delays in transmission of any communication.

20. CONSENT TO FUTURE PRODUCTS

- 20.1 When entering into the banking relationship with the Bank, you will be required to complete an application form. You are to ensure that the information in the Bank's possession will remain relevant at all times.
- 20.2 The Bank provides you with the opportunity to complete the application form at the outset of the banking relationship, at which time you are given the option of selecting a number of banking products that you wish to take out.
- 20.3 Where the need arises at a later stage for further products to be taken out you do not need to complete an application form again. This may only be required where your information has changed.
- 20.4 By allowing you to request further products without completing a further application form, you indemnify the bank against any loss, liability or damages you may suffer during the further account opening process.
- 20.5 The Bank will furthermore endeavour to process this further request as soon as is reasonably possible. However, you may not hold the Bank liable for any losses suffered in the delay of the account being opened.
- 20.6 This paragraph is to be read in conjunction with the paragraph regarding sending instructions by email and telephone.

21. ACCEPTANCE BY CLIENT

- 21.1 Your acceptance of the banking product/s and these terms and conditions shall be signified by: -
- 21.1.1 signing the application form;
- 21.1.2 using or allowing any Authorised User to use any of the access mechanisms or delivery channels.

22. GENERAL PROVISIONS

22.1 Default

- 22.1.1 Any of the following acts will place you in default of the banking product/s:
 - 22.1.1.1 failing to pay any amount owing to the Bank when it is due;
 - 22.1.1.2 exceeding the available balance in the particular account or exceeding the available credit limit, where applicable;
 - 22.1.1.3 any breach of the FNBCI banking product/s or any other banking product/s with the FirstRand Banking Group is committed or allowed by you;
 - 22.1.1.4 a judgment is given against you and is not satisfied within 10 (ten) days of you or the Bank becoming aware of it;
 - 22.1.1.5 you commit an act of insolvency provided for in applicable legislation governing insolvency or any other applicable legislation;
- 22.1.2 you are declared to be en état de désastre;
- 22.1.2.1 you are provisionally or finally sequestrated / liquidated (whether voluntarily or compulsorily), placed under judicial management or administration or, being a trust, the vesting date has arrived;
- 22.1.2.2 you sell the whole or a major portion of your assets;
- 22.1.2.3 you have furnished information in the application that is incorrect or you have failed to disclose material information that would have influenced the Bank's decision to grant any banking product/s;
- 22.1.2.4 you generally do or allow anything to be done that may prejudice the Bank's rights or interests;
- 22.1.3 If you are in default of this banking product, then the Bank may withdraw the banking product/s and claim immediate repayment of the full outstanding balance, or terminate your banking product/s without affecting any of its other rights.
- 22.1.4 Default administration charges, if applicable, can in the case of default be charged by the Bank;
- 22.1.5 The following process will be followed should your banking product/s remain in default for a period longer than 20 (twenty) days:-
 - 22.1.5.1 The Bank will draw such default to your notice in writing affording you 7 (seven) days to rectify such default.
 - 22.1.5.2 Should you not rectify your default within the requisite time period as set out in the aforesaid paragraph, alternatively avail yourself of any other measure as set out above, your banking product/s will be handed to attorneys for recovery.

- 22.2 **Jurisdiction**
The law governing the relationship you hold with the Bank will be that of the office where the account is held with the Bank. By holding an account with the Bank, you agree to be bound by the principles of such jurisdiction. The Bank may at its own discretion, change the jurisdiction in which the account is held. Where possible, the Bank will provide you with at least 30 days notice before changing the jurisdiction of the office where the account is held.
- 22.3 **Address**
- 22.3.1 We may communicate with you using any means (electronically, fax, paper).
- 22.3.2 We will send any communications (including statements) to the last postal, street, or email address; telephone, cellphone or fax number we have on record for you or that is known. We may also communicate with you using our website, our banking channels (online, telephone) or by means of a publication/advertisement in the media.
- 22.3.3 The parties choose, for the purposes of legal proceedings and for the purposes of giving any notice in terms hereof the following addresses:
- 22.3.3.1 You:-
the address, including the fax number and email address if applicable, set out in the application form by you from time to time, which address you select as your chosen *domicilium citandi et executandi*.
- 22.3.3.2 The Bank:-
La Plaiderie House
La Plaiderie
St Peter Port
Guernsey
GY1 4NL
- 22.3.4 Any notice given in terms hereof will be in writing and be deemed to have been received: -
- 22.3.4.1 on the date of delivery if delivered by hand during normal business hours;
- 22.3.4.2 on the seventh day following posting if posted by either pre-paid registered post or ordinary mail, as the case may be;
- 22.3.4.3 on the date appearing on the transmission report generated by the fax machine if sent by fax;
- 22.3.4.4 on the date of transmission if sent by electronic mail.
- 22.3.5 Any notice excluding notices for the purposes of legal proceedings may be sent by ordinary mail.
- 22.3.6 Any written notice actually received will be adequate written notice.
- 22.3.7 Each party may change its address for service to another physical address by giving 14 (fourteen) days written notice to the other party.
- 22.3.8 Changes to any other details needs to be made as soon as possible by contacting the Service Suite.
- 22.3.9 So we can update your records you agree that we may get your addresses and contact numbers from other companies in the FirstRand Limited Group. We will only use this information as stated in these terms and conditions.
- 22.3.10 Any notices or correspondence we make available on our website or in the media will be considered to have been received by you on the date it was published.
- 22.4 **Certificate**
A certificate signed by any authorised employee of the Bank (whose appointment or authority it shall not be necessary to prove) shall constitute *prima facie* evidence of the outstanding balance owing and/or due and payable by you to the Bank and/or the rate of interest payable by you and/or any other amount owing and/or due and payable by you to the Bank in terms hereof and/or any other matter arising from or related to this/these product/s. Such certificate shall be *prima facie* proof of the contents thereof for the purpose of provisional sentence, motion proceedings, default judgment proceedings or any other legal proceedings by the Bank against you in terms hereof.
- 22.5 **Cession**
- 22.5.1 You may not cede any rights or delegate any obligations in terms hereof without the Bank's prior written consent.
- 22.5.2 The Bank or any person to whom its rights or obligations have been ceded, delegated or assigned, may cede, delegate or assign any of its rights or obligations to any person or to more than one person, even if it would result in a splitting of claims. Should this happen, you will be notified thereof in writing and such cession, delegation or assignment will take effect 8 (eight) days after such notification
- 22.6 **Waiver**
No relaxation or indulgence granted by the Bank to you shall be deemed to be a waiver of any of the Bank's rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation of any of the terms and conditions of the banking product/s.
- 22.7 **Exchange Control**
You warrant to the Bank that the granting of the banking product/s will not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that you will comply with the relevant Exchange Control requirements.
- 22.8 **Information**
- 22.8.1 The Bank may verify the information in any application form and make whatever enquiries it deems necessary from any source.
- 22.8.2 The Bank will be entitled to furnish any information in relation to the banking product/s and your compliance or otherwise with the conditions to other banks or to any credit bureaux, and may obtain such information from other banks or any credit bureaux, subject to any applicable legislation or Code of Conduct or Practice.
- 22.8.3 You are required to ensure that the information we have on record for you is up to date.
- 22.9 **Change Of Management In Trusts**
If you are a trust, you are to notify the Bank as soon as reasonably possible of changes in the trust. Notification is required to update the Bank's records, as well as the necessary mandates and/or authorisations. Updated documentation is to be provided in support of the changes.

22.10 Money Laundering

You warrant to the Bank that any funds transferred to your banking product/s will not represent the proceeds of, or derived from any activity which would be considered illegal or a crime under South African money laundering legislation, or any similar legislation applicable in Guernsey (including the Criminal Justice (Proceeds of Crime) Financial Services Businesses) (Bailiwick of Guernsey) Regulations, 2007, as amended, together with any guidance notes issued pursuant thereto). The Bank may be required to place a hold on your banking product/s in accordance with directives issued in terms of the Financial Intelligence Centre Act, 38 of 2001, (or Guernsey alternative) in which event the Bank assumes no liability for any loss, damage or claims that may occur as a result of such hold being placed on your banking product/s. FNBCI endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this we can do any of the following things if we consider it is necessary to do so, or if South African and international laws, rules regulations restrictions and policies ("the laws") require us to do so:

- we may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. We will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
 - we can refuse to do business with any person or entity that it considers undesirable.
 - we will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.
 - we can end our relationship with a customer.
 - we can monitor any transactions and instructions.
 - we can request further information before acting on any instruction or transaction. We can verify any transaction or instruction or recipient before processing it. This may result in a delay in us carrying out the instruction.
 - we can refuse to carry out any instruction or transaction.
 - we can place a hold on any account or facility.
- You agree to assist us to comply with the laws by providing us with all the information and documents we require. If you fail to do so or provide false information we can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end the relationship with you.
 - We will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if we do any of the things mentioned above, or anything else necessary to comply with the laws.

22.11 Recording of telephonic conversations

For security reasons telephonic conversations may be recorded for the exclusive use of the Bank.

22.12 Indemnity against losses by the Bank resulting from telephonic or email instructions

22.12.1 Whilst the Bank will accept telephonic and/or email instructions on prior arrangement with you, it is impossible for the Bank to authenticate such instructions with certainty;

22.12.2 Therefore, should you nevertheless decide to give the Bank instructions by way of telephone and/or email, you hereby, as a separate and independent primary obligation, indemnify and hold the Bank harmless against all and any claims which may be made against the Bank by any person arising in any manner whatsoever out of or in connection with telephonic and/or email instructions given or purported to be given by you, including any loss, liability, damage, claim, cost or expense of whatsoever nature, and legal costs as between attorney and own client, which the Bank might suffer or incur in consequence of executing instructions given in such a manner.

22.13 Fraud

In the case of fraud, suspected fraud, or where the law forces us, we can freeze or close your account or stop a service without notice to you.

22.14 Tax Disclaimer

22.14.1 FNBCI does not provide any advice to you in relation to any tax issues related to any Services or Products offered by us. You should obtain independent tax advice with respect to the tax implications thereof prior to entering into any transaction with us.

22.14.2 We cannot provide any guarantee with regards to the tax relief and/or confirm that the current tax treatment will remain the same in the future. You hereby indemnify and hold us harmless in respect of any income tax or other tax; levy or duty of whatsoever nature in respect of which you may become liable in your country of residence or in Guernsey or in any other country which may become payable pursuant to anything done by us on your behalf in terms of these General Terms and Conditions.

22.14.3 You must also pay all applicable VAT, stamp duty, stamp duty reserve tax and any other taxes, levies or transaction costs to the extent its applicable.

22.14.4 You will at all times be fully responsible for payment of all other taxes due, for making all claims, for filing any tax returns and for providing any relevant tax authorities with information in relation to the banking products we offer you or in respect of your money and investments with us.

22.14.5 Where obliged by legislation, FNBCI may be required to report your financial account(s) to the relevant Revenue Authorities.

22.15 General Disclaimer

22.15.1 You shall compensate us for all losses, taxes, expenses, costs and liabilities whatsoever (present, future, contingent or otherwise and including reasonable legal fees) which may be suffered or incurred by us as a result of or in connection with:

- Your breach of these General Terms and Conditions;
- Our entering into any Transaction or Contract; or
- Our taking any of the steps which we are entitled to take in an Event of Default, unless and to the extent only that such losses, taxes, expenses, costs and liabilities are suffered or incurred as a result of our gross negligence or willful default.

- 22.16 **FNBCI is not legally responsible to you for service interruptions because of things that occur that are outside of its control**
- 22.16.1 At certain times, FNBCI can be prevented from providing banking or other services, products, or goods to you or fulfilling its obligations to you because of things that are outside of its control. This includes, but is not limited to, involuntary interruptions outside of our control such as electricity failures or blackouts or the unavailability of any telecommunications system or networks. It also includes wars, fires, floods, strikes, or any other events outside its reasonable control. In such cases the bank will not be responsible for any failure to perform any of its obligations to you, and its obligations will be suspended, for as long as such interruptions continue.
- 22.16.2 We may at our discretion give you prior notice of interruptions and changes, but we have no duty to do so.
- 22.16.3 We will not be legally responsible to you for any loss, costs, expenses, damages, or any claims, lawsuits, demands, of any kind whatsoever, whether brought by an individual or any entity, because of any service interruptions that were beyond our reasonable control.

SAVINGS & INVESTMENT ACCOUNT GENERAL TERMS & CONDITIONS

1. We can change the required balances, minimum deposits, fees, and/or penalty fees that apply to this account from time to time. We will notify you at least 20 working days on www.fnbc.co.uk before we do this.
2. You must get independent tax advice from a suitably qualified tax expert so you can understand and plan for the taxes you will pay on the income you earn from your investment. You can request income tax certificates showing the interest you have earned on the account. We may at our discretion post a certificate to you. We will send the same information to the Revenue Services or the States of Guernsey Income Tax Authority.
3. Unless the account rules say otherwise, we will determine the interest rate that will be used to calculate interest on your investment and this rate will change from time to time. Unless stated otherwise changes to the interest rate will take effect immediately. You will only earn interest if the funds in your account are more than the minimum balance you must deposit and/or keep in your account. You can get information about the interest rates that apply to your account by contacting us or visiting our website. Interest rates are also shown on the statements we send you. The interest rate quoted will always reflect what you will earn on an annual basis. If the date on which we must pay you interest falls on a Sunday or public holiday, we will pay you the interest on the next business day.
4. For Notice Accounts, the first day for the notice period is calculated from the date the instruction is given.
5. Any receipt issued on the opening of the account is not transferable or negotiable. You may not pledge or cede (transfer) your rights arising from your savings or investment as security for loans without our consent.
6. If any negotiable instrument (e.g. a cheque) is deposited in your account, the proceeds will be credited to your account immediately, but will only be available when the negotiable instrument has been honoured. If the negotiable instrument is dishonoured, your account will be debited accordingly and we will return the negotiable instrument to you at your risk. You agree that we can clear cheques by making use of any clearing system. While acting in good faith and exercising reasonable care, we will not accept responsibility for ensuring that you have lawful title to negotiable instruments collected.
7. We are entitled to close an account if the balance falls below the required minimum balance and/or if the account remains inactive or dormant for a period of more than two years. The credit balance on the account, which is not claimed by you by the time of closure of the account, will be transferred to a suspense account held with us for safekeeping of the funds. You retain the right to these unclaimed funds for a period of 60 (sixty) years from the day the account became dormant, provided that you complete the necessary forms provided to you by us, and you can prove the claim.
8. You alone need to be satisfied that the product you have chosen meets your savings and investment needs and objectives.
9. You should send any correspondence, including complaints, to the FNBCI Service Suite.

INCONTACT TERMS AND CONDITIONS

1. The inContact Service is a messaging system which provides you with notifications of certain account activity via SMS and/or email to your selected mobile number and/or e-mail address.
2. These terms and conditions apply to inContact. They form a binding agreement between you and the Bank. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. By using inContact and you agree to be bound to these terms and conditions.
3. The types and values of transactions that we provide notifications for do change from time to time. Because of this you must still take the necessary precautions to safeguard your accounts, cards and banking channel access mechanisms, such as passwords and PINs. You are responsible for ensuring that the Bank has your correct mobile numbers and/or email addresses. We will not be held responsible if your SMS and/or email is sent to the wrong number or address. Your inContact information can be updated electronically using the Online Banking channel, by contacting the Service Suite.
4. We cannot guarantee receipt or delivery of an SMS and/or e-mail as the Bank uses external third parties for relaying of SMS and/or e-mail. Although we do send you inContact notifications your statement will be the main and final record of all transaction on your account. The provisions relating to statements can be found above in the General Terms and Conditions.
5. inContact is designed to assist you to track activity on your account and minimise potential unauthorised transactions. It is important that you read your inContact notifications as soon as you receive them. You must notify FNBCI about any suspicious or unauthorised transactions on your account within 24 (twenty four) hours. If you fail to do this, you agree that FNBCI can treat the transaction as correct and hold you legally responsible for the transaction as if you had done or approved it. In the event of a dispute regarding when a message was sent our system records will serve as proof of the date and time of the sending of the message unless you can prove otherwise.

GUERNSEY BANKING DEPOSIT COMPENSATION SCHEME

1. As a Licensed Bank in Guernsey, the Bank is a participant in the Guernsey Banking Deposit Compensation Scheme ("**Scheme**") established by the Banking Deposit Compensation Scheme (Bailiwick of Guernsey) Ordinance, 2008 (the "**Ordinance**"). The following is a brief summary of the Scheme, but is not intended as a substitute for the actual wording of the Ordinance, a copy of which can be obtained at www.dcs.gg.
2. The Scheme only applies to 'qualifying deposits', which broadly means deposits made by natural persons for their own benefit; with a few limited exceptions such as, for example, deposits made by trustees for retirement annuity trust schemes, the Scheme does not apply to companies, trusts, partnerships or charities.
3. The Scheme will provide compensation in the event that a Licensed Bank is unable to repay its depositors. Under normal circumstances, payment will be made within 3 months of receipt of a valid claim form.
4. Compensation is limited to a maximum of £50,000 per individual claimant; in the case of a joint account each depositor would be entitled.
5. Total Scheme compensation in any five year period is limited to £100 million. If claims exceed this cap, compensation would be reduced pro rata. The cap also means that compensation in respect of any one bank cannot exceed £100 million.
6. The amount payable may be reduced if the Bank has any contractual right of set-off against the account. The Scheme is entitled to recover compensation from any funds subsequently paid out by the Bank.

Further information and a leaflet about the Scheme is available at:

- **Website:** www.dcs.gg
- **Telephone:** +44 (0) 1481722756
- **Post:** P.O. Box 380, St Peter Port, GY1 3FY