



Deposit Accounts for Consumer  
& Business Customers  
Terms and Conditions

Effective June 2015

# Terms and Conditions

This document sets out the terms and conditions of your account. These terms are legally binding on you in your dealings with us.

The information in it is subject to change. We may vary its terms, which are also the terms of your contract with us.

You can get a paper copy of any updated information without charge by writing to us or visiting your local branch.

This document will be accompanied by the Customer Banking Agreement, which forms the contract between you and us in all your current and future dealings with us. Please read this carefully, and retain a copy for your future reference.

# Contents

## Section A

<b>Introduction.....</b>	<b>3</b>
Your Bank	3
Customer Banking Agreement	3
Changes to terms and conditions	3
Definitions	6

## Section B

<b>General Matters.....</b>	<b>9</b>
Industry codes of conduct	9
What to do if you have a problem or dispute	9
What happens if your details change?	11
Privacy and confidentiality	11
Recommending banking solutions that meet your needs	12
Financial Crimes Monitoring	12
Anti-Money Laundering and Counter-Terrorism	
Financing Obligations	12
Governing Law	13

## Section C

<b>A guide to using your accounts .....</b>	<b>14</b>
Opening your accounts	14
Providing us with your tax details	15
Opening a joint account	16
Opening an account held in trust	16
Opening an account for a minor	16
Giving someone else the authority to use your account	17
Current account information and account statements	19
Different ways of making deposits	20
Different ways of making withdrawals	21
Overdrawing your account	21
Interest rates that may apply	23
Stopping a payment	24
When you haven't used your account for an extended period	25
When the Bank can combine your accounts	26
How to close your account	26

## Section D

A guide to using your card.....	29
When these Terms and Conditions take effect	29
Bank South Pacific Visa Debit Card and Pacific Card	29
Authorising Bank South Pacific Visa Debit Card transactions	29
Rules about your Bank South Pacific Visa Debit Card and Pacific Card	31
Card validity and expiry	32

## Section E

Ways of accessing your accounts.....	36
Your choices at a glance	36
Bill Pay	37
What you can do with Bill Pay	37
Cheques	38
Telephone Banking	42
Online Banking	43
Mobile Banking	43

## Section F

Security and liability for cards .....	44
Protecting cards and PINs	44
Our Responsibilities and Liabilities	48
Contact us .....	50

## SECTION A

# Introduction

### Your Bank

The advisory services and the banking products you'll find in this booklet are provided to you by:

- Bank of South Pacific Limited;
- Bank of South Pacific Tonga Limited; or
- Bank South Pacific (Samoa) Limited.

### Customer Banking Agreement

The Customer Banking Agreement governs your overall banking relationship with Bank South Pacific. These Terms and Conditions must be read in conjunction with the Customer Banking Agreement.

### Changes to terms and conditions

We may change the terms and conditions that apply to:

1. your accounts;
2. the account access channels available in your country (e.g. Online Banking, Telephone Banking, Mobile Banking, PacifiCard access etc.); or
3. any product or service outlined in these Terms and Conditions.

We'll always let you know if, for any reason, the terms and conditions of your account change. However, advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts.

We may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
New fee or increase to a fee	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Minimum monthly balance required to waive the monthly service fee	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
New fees or increase in fees covering use of account access methods, and for additional or replacement access methods	30 days in advance	In writing or electronically or through an advertisement in a major newspaper
Interest rate changes	No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot notify you of in advance	In writing, electronically or through an advertisement in a major newspaper
Change in the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates	30 days in advance	In writing or electronically or through an advertisement in a major newspaper
Changes affecting your liability for electronic transactions	20 days in advance	In writing or electronically or through an advertisement in a major newspaper
Transaction limits on account access, including Pacific Card access.	20 days in advance	In writing or electronically or through an advertisement in a major newspaper

Type of change	Time frame	Method of notification
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through an advertisement in a major newspaper
Any other change to a condition or any material change to a matter required by law to be in this Terms and Conditions	In advance of the date of the change	In writing, electronically or through an advertisement in a major newspaper

By “electronically”, we mean by:

- electronic communication to your nominated electronic address; or
- making particulars of changes available at our website and sending to your nominated electronic address a notification that the changes can be retrieved from our website.

You are deemed to have accepted any changes to these Terms and Conditions through your continued use of your Account.

In the event, you do not agree to any change to the Terms and Conditions, please contact the Bank immediately in writing.

The Bank may be required to close your Account and/or Card access in the event you do not agree to any changes to these Terms and Conditions.

If you need to know more, please ask

If there's anything in these Terms and Conditions that you'd like to clarify or know more about, simply contact us in any of the following ways:

- call Telephone Banking (if available in your country);
- write to us at the address printed at the back of this brochure for your country;
- speak to your relationship/business manager; or
- visit any of our branches.

## Definitions

Access method	means the combined use of any one or more of the following components by a user to make electronic funds transfer transactions to or from an account using electronic equipment: card, card number, account number, customer number, PIN, Telephone Banking access code or Online Banking password.
Account	means any and all the accounts a customer opens, operates and/or maintains with the Bank.
Account Holder	is the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.
Account signatory	means each person or persons the account holder authorises to operate one or more of their accounts independently.
Additional Cardholder	means each person (other than a primary cardholder) the account holder nominates as a cardholder to whom we issue a card.
Authority	is a written acknowledgment, in the prescribed form, provided to the Bank by a customer permitting access to Telephone Banking by an authorised person.
Available Balance	means the current balance less any unsettled transactions (including cheques deposited that have not yet been cleared on Visa Debit Card transactions pending authorisation) plus any credit limit you may have on your account for accounts with overdraft arrangements.
'the Bank', 'Our', 'Us', 'We' or 'Bank South Pacific'	means Bank South Pacific Limited, Bank South Pacific branch locations in Cook Islands, Solomon Islands and Vanuatu,, Bank of South Pacific Tonga Limited and Bank of South Pacific (Samoa) Limited (as appropriate).
Where we mention 'Business day'	within this booklet we are referring to any weekday when the Bank is open for business in your country. Saturday and Sunday are not classified as Business days even though branches may be open for business.
Card	means any authorised card issued by us for your account or for which we allow you to link to your account including a PacifiCard, Visa Debit Card, or a Bank South Pacific Mastercard.
Cardholder	means each person who has been issued a card, including a primary cardholder or an additional cardholder.
Code	means a PIN, Telephone Banking access code, Online Banking password or any similar information which may be required in order to make electronic

	funds transfer transactions to or from accounts, and which the user is required to keep secret.
your country	means the country in which your account is opened or maintained
Current balance	means the total balance in your account which may include any uncleared funds.
Customer	means the person or persons in whose name or names an Account is opened (including the customer's legal representatives, successors and permitted assigns).
Electronic Equipment	means electronic terminals (e.g. ATMs, EFTPOS terminals and terminals located at the counter in a branch), computers, televisions and telephones.
Electronic Banking Terminal	means any authorised terminal or device in which you can use your Card and PIN. This includes: Branch terminals; Automatic Teller Machines (ATMs) of other selected financial institutions; Electronic Funds Transfer at Point of Sale (EFTPOS) terminals; Bank of South Pacific EFTPOS terminals; In-store banking EFTPOS terminals; or any other authorised terminal or device connected to the Bank's electronic banking system from time to time.
Maximum daily transaction limit	means a limit applied to each full access card on cash withdrawals through ATMs debited to an account, and transactions through EFTPOS terminals debited to an account where 'cheque' or 'savings' buttons are pressed.
Merchant	means a provider of goods or services who accepts payment by Card.
Nominated Account	means a Bank South Pacific account nominated by the Account Holder and accepted by us which can be operated by a Card and PIN, through an Electronic Banking Terminal.
Other bank	means any bank or financial institution which is not part of Bank South Pacific.
Person	includes an individual, company, society, club, association or authority.
PIN	means the Personal Identification Number which has been allocated to a Cardholder by the Bank, for use with a Card in any Electronic Banking Terminal.
Primary cardholder	means each account signatory to whom we issue a card.
Personal Information	Any information which is considered to be information of a personal nature in the appropriate jurisdiction, including but not limited to: <ul style="list-style-type: none"> <li>• information that identifies you, like your name, address, and other contact details and your date of birth and information about your financial position;</li> <li>• all account information and history;</li> <li>• your tax payer identifying number</li> </ul>

	(however described); <ul style="list-style-type: none"> <li>• your intended use of our product or service; and</li> <li>• information on any Account Signatory, User, Cardholder including their name, address, contact details, date of birth and tax payer identification number (however described).</li> </ul>
Unauthorised Transaction	means any transaction made without your knowledge or consent.
Bank South Pacific Group	means the Bank and its Related Members
Related Members	means a subsidiary of the Bank in which the bank holds more than half of the issued share capital.
You	means the Account Holder and or Cardholder as applicable

## SECTIONB

# General Matters

### Industry codes of conduct

We comply with various codes of conduct applying to the banking and financial services industry, including any Code of Banking Practice in your country.

### What to do if you have a problem or dispute

#### Getting your complaint heard

Sometimes you may want to talk about problems you are having with us.

Fixing these problems is very important to us. We've put in place ways of dealing with your issues quickly and fairly.

#### Errors/Disputes and Resolutions

- (a) You must notify us promptly if there is an error in your Account or if unauthorised transactions have been made.
- (b) You can notify us by:
  - Calling us on our contact phone number shown at the back of these Terms and Conditions. If you call us we may ask you to confirm your concern in writing;
  - Writing to us at the address shown on your Account statement;
  - Calling in at one of our branches and completing certain documentation.

- (c) It is essential that you give us all the information you have to help us resolve your concern. If we are unable to resolve your concern immediately, we will write and inform you of our procedures for the investigation and resolution of your concern.
- Within 21 days of receiving the details of your concern, we will write to you to tell you our decision or how much longer our investigation will take.
  - We should complete our investigation within 45 days but in exceptional cases we may need more time. If we do, we will tell you in writing.
  - When we complete our investigation we will write and tell you our decision, the reason for our decision and the sections of these Conditions (where applicable) on which our decision is based.
  - If we find that your Account was wrongly debited or credited we will correct this error including adjustment interest, fees and/or charges and notify you in writing.
  - If we decide that your account was not incorrectly debited or credited, or, in the case of unauthorised transactions for which you were responsible for at least part of the loss, we will give you a copy of the documents on which we based our decision. Refer to “Your liabilities for unauthorised use, loss of theft of Card or PIN” on how we will determine your liability for unauthorised transactions involving use of a Card or Card and PIN.
  - If you are not satisfied with our decision you can ask to have it reviewed by our senior management.

Please talk to us first

We aim to resolve your complaint at your first point of contact with us. So please raise your complaint with any of the people handling your banking.

You can contact us during business hours, in person, by telephone or fax, email or by mail. The contact details for your country are located at the back of this brochure.

If your complaint is not able to be resolved immediately, we will endeavour to phone you within 24 hours of having received your correspondence to advise you that your complaint has been received and provide you with the details of the person who will be attending to your complaint.

We will endeavour to resolve your complaint within 21 days from the date in which the complaint has been received and you are notified via telephone of our receipt.

If you are not satisfied with our response, you may refer your concern to the Branch Manager for further consideration and review. Please direct your complaint to your country branch manager

### **What happens if your details change?**

If your address or other relevant details change, please notify us as soon as possible. This can be done easily by visiting one of our branches.

If the account signatories change, please notify us as soon as possible by visiting any of our branches.

Please note that unless you have given us adequate prior notification of account changes, we cannot be held responsible for any resulting errors or losses.

### **Privacy and confidentiality**

The Bank is authorised to disclose Personal information relating to a customer and the Account (including but not limited to disclosure of a customer's beneficial interests in the Account And the facilities and services provided in connection with the Account), to any of the Bank's advisers, consultants, or service providers, any of the Bank's branches, head offices, representatives, or related corporations, any custodians, brokers, agents appointed by the Bank, and any authority (including, without limitation, any central bank, or other fiscal or monetary authority, or a tax authority in any jurisdiction) as the Bank may in its absolute discretion consider appropriate, necessary or advisable. We handle your Personal Information in accordance with the Privacy Statement in the Customer Banking Agreement and in accordance with our privacy policy. Our privacy policy, available on our website or by calling the phone number listed for your country printed on the inside back cover, contains information about how we handle your Personal Information, including how to access your information, seek corrections and make complaints.

## **Recommending banking solutions that meet your needs**

By discussing your individual needs and circumstances with us, we are able to recommend the most suitable product or service. Please be assured that all recommendations are given in the best interests of our customers and that there is always a reasonable basis for the advice that is given.

Advice provided by our staff is provided to you on behalf of the Bank. It is important that the information our customers provide to us is accurate information as it is this information which we rely upon in providing our recommendations. If the information you have provided is inaccurate or incomplete, you should consider the appropriateness of the advice in regards to your personal circumstances.

Please note that when selecting, retaining or realising investments relating to our deposit accounts, we do not take into account labour standards or environmental, social or ethical considerations.

## **Financial Crimes Monitoring**

Please be advised that in order for Bank South Pacific to meet its regulatory and compliance obligations relating to anti-money laundering and counter-terrorism financing, we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked or refused where we have reasonable grounds to believe that they breach the law of your country or the law of any other country;
- where transactions are delayed, blocked, frozen or refused, Bank South Pacific and its correspondents are not liable for any loss you suffer (including consequential loss) in connection with your use of Online Banking;

You must not initiate or conduct a transaction that may be in breach of the law of your country or any other country.

## **Anti-Money Laundering and Counter-Terrorism Financing Obligations**

You also acknowledge that we are subject to anti-money laundering laws in force in the jurisdiction in which you hold your Account and certain other countries, which may prohibit us from entering or concluding transactions involving certain persons or entities or jurisdictions. Please refer to the Customer Banking Agreement for further information under the heading Sanctions/Anti-Money Laundering and Counter-Terrorism Financing Obligations. You agree that we may (and will incur no liability to you if we do) delay or block any transaction, or refuse

to pay any money in the reasonable belief that a transaction may contravene any such law or sanction or otherwise in compliance with any such law or sanction.

You should also be aware that:

- (a) we may from time to time require additional information from you to assist us in the above compliance process;
- (b) where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Bank South Pacific Group, service providers or to other third parties;
- (c) you provide the Bank with the following undertakings and indemnify the Bank against any potential losses arising from any breach by you of such undertakings;
- (d) you will not initiate, engage in or effect a transaction that may be in breach of any relevant law or sanctions (including the law or sanctions of any other country); and
- (e) the underlying activity/product for which Online Banking is being provided does not breach any relevant law or sanctions (including the law or sanctions of any other country).

### **Governing Law**

These Terms and Conditions are governed by the applicable laws in the country in which your Account has been established.

# A guide to using your accounts

## Opening your accounts

You can open an account at a branch or through your business/relationship manager.

## What we need from you

To open any new account(s) we'll need several important details from you. You'll need to supply the following information:

- your name, address and occupation (for personal accounts) or the business name, business address and industry details (for business accounts);
- the name you wish the account to be in;
- whether the account will be held in trust (if so, other details may be required);
- the name and residential address of all people who will operate the account (signatories);
- any other name that you or the account's other signatories may be known by (such as a stage name or maiden name).

If you wish to open a business account, it will also be necessary for you to provide:

- your original business or company registration for the Bank to sight and copy for its records;
- details of either the directors, Owners or partners of the business. Including details of all other account signatories;

Where available, the Bank may at its discretion also complete a company search to verify this information. A fee will be charged for this service.

## If this is your first account with us

Under the Anti-Money Laundering and Counter-Terrorism Financing legislation, it's required that all signatories to the account must be identified. So if you're opening an account with us for the first time this applies to you. It also applies to any cardholder who is not also an existing customer. The identification requirements can be met by either:

- (a) providing certain identity documents; or
- (b) providing a reference from an acceptable referee.

If any of the signatories to an account are not identified in terms of the legislation, the account will be blocked for all withdrawals until they are identified.

If you are an existing customer, an account signatory or any other cardholder identification requirements may have previously been satisfied so you don't need to provide them again.

### **Customer identification process**

Customers who have not previously been personally identified by the Bank are required, under Bank policy and law, to supply certain formal identifying documents that confirm and validate their identity.

Bank South Pacific will keep a record of the documents you supply and that we use to identify you.

We may ask for additional specific information for special categories of customer. For details on the identification process please visit your local branch.

### **Reference from an Acceptable Referee**

One document you may provide as identification is a Reference by an Acceptable Referee. You will need to obtain the relevant form and details from a Bank South Pacific Branch. Only certain categories of people can act as Acceptable Referees. The Acceptable Referee must have known the customer for longer than 12 months and they must see original forms of identification.

### **Providing us with your tax details**

#### **Tax on interest earned**

Each time you open an account that earns interest, you'll be asked if you wish to provide your relevant tax details (if applicable in your country).

You can provide these details when you open the account or at any other time.

#### **Is interest payable on the interest earned?**

Depending upon the tax legislation in your country, we may be obliged to deduct withholding tax from interest earned on your account. The rate of withholding tax that applies may vary according to number of factors including the legislation in your country, whether the account is for an individual or a company, and your residency status.<sup>1</sup> You should seek independent professional tax advice on any taxation matters.

<sup>1</sup> The taxation position described is a general statement and should only be used as a guide. It does not constitute tax advice.

## **Opening a joint account**

You can authorise the signatories to operate the account 'jointly' (two or more signatories must act together) or 'severally' (signatories can act individually). You can change this arrangement at any time simply by signing a new account authority. Only one of you needs to sign the authority to change the account from 'severally', but all account holders need to sign any other form of authority. You can also permit another person to operate your business account by completing the appropriate form. You can withdraw this authority at any time.

It's important to understand what your responsibilities are prior to undertaking any financial commitment jointly.

Always consider that:

- when an account is held in joint names and one account holder dies, we may treat the credit balance in the account as owing to the surviving account holder;
- if one (or more) of the joint account holders overdraws the account, each joint account holder may be liable for payment of all or any part of the amount overdrawn.

## **Opening an account held in trust**

We can open trust accounts on request for a variety of situations that include:

- where an individual, partnership/firm, or company is required by law to conduct a trust account, e.g. solicitor or real estate agent;
- for Trustees under a bankruptcy or liquidation order;
- where one or more persons open an account in which they are named as trustee for another person(s), e.g. Trustee accounts by parents or guardians for children;
- for Trustees under a will;
- for Trustees under a deed of family arrangement.

## **Opening an account for a minor**

We can open an account for a minor, who is a person under the age of majority in your country. Accounts for minors are opened in the minor's name.

Bank South Pacific Visa Debit Card access is not permitted for minors. The following additional restrictions may apply to a minor:

- the account must be opened in the minor's name, by a parent or guardian, i.e. an adult must sign the account opening form;
- Pacific Card access is not permitted;

- Online Banking and Telephone Banking access (where available) is not permitted;
- cheque access is not available.

Once the account holder reaches the age prescribed by Bank South Pacific in your country, a new notice of authority can be completed to record the specimen signature of the minor. Pacific Card access can then be requested.

### **Giving someone else the authority to use your account**

The account holder can authorise another person or person(s) or third party(ies) to operate one or all of their accounts independently. Once authorised, the third party can:

- transact through methods of access, including cheque, or any other method of access which may be introduced in the future;
- transact through electronic means such as Telephone Banking, Online Banking, Corporate Online, Pacific Card, Bank South Pacific Visa Debit Card, Branch, ATM and EFTPOS (in countries where applicable) or any other method of access which may be introduced in the future;
- order cheque books;
- overdraw the account(s) to any approved limit;
- close the account(s);
- establish Periodical Payments on the account(s);
- arrange Cheque Cashing Authorities;
- stop cheques;
- order additional statements;
- instruct us to cancel the third party authority;
- change the daily EFTPOS/ATM card limit.

The account holder or third party may cancel the authority to operate at any time; however the account holder will be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the account(s);
- any future dated payments, cheques, authority debits, periodical payments, bill payments, drafts, bills to exchange, or promissory notes established by the third party prior to the cancellation of the authority.

The Bank may also cancel the third party's right to operate the account at any time.

If the authority relates to a Term Deposit, the third party can:

- give instructions regarding the reinvestment of the deposit.

Please note, however, that if the authority relates to a Term Deposit, the third party will not be able to:

- open new accounts;
- alter the account holder's details on the account;
- add or delete any other third party on the account to which they have access;
- transfer the account(s) between branches;
- close the account(s).

For all accounts a third party will not be able to:

- open new accounts;
- alter the account holder's details on the account;
- add or delete any other third party on the account to which they have access;
- transfer the account(s) between branches.

Please note the following points regarding cheque books and statements:

- any cheque books issued on the account (where available) will bear the name of the account holder;
- cheque books will be mailed to the account holder's mailing address unless alternative arrangements are made by the account holder;
- all transactions will appear on the account statement, however the statement narrative will not identify the initiator of the transaction.

The account holder will be liable for any transactions made by the third party and any associated fees and charges. In addition, the account holder accepts responsibility for:

- any loss of funds because of any unauthorised transactions where the security of an access code has not been maintained;
- any transaction not authorised by the user made using a card and PIN;
- any loss of funds because of any transactions not authorised by the user due to a failure of the user to comply with the terms and conditions of the third party authority;
- any loss of funds because of transactions conducted by the user in error, but where the user was responsible for that mistake.

The account holder can cancel a third party authority at any time by visiting any branch. After cancellation, the account holder needs to be aware that he or she will be liable for any transactions made on the account prior to the authority being cancelled, regardless of when they are debited to the account.

## **Current account information and account statements**

You can get up-to-date information on your account 24 hours a day, 7 days a week. Accessing this information can either be free or incur a fee, depending on the type of service you choose and the frequency of your request.

A statement will be mailed to you at least every six months, unless we are unable, after taking reasonable steps, to locate you. For some accounts you may ask for statements to be sent to you more often. Please note that statements are not available on Term Deposits with the exception of the annual statement of interest paid.

The statement is designed to clearly show the transactions you've made, how often and how much they cost. This is called the 'Original' account statement.

Some transactions may not appear on the statement you receive in the mail, because the statement may have been issued before the transaction was processed. These are called 'unstatemented' transactions and you can find up-to-date details about them by using Telephone Banking (where available) or Online Banking, or from any branch.

The Bank may change your statement cycle to either quarterly or six monthly if your account is inactive for 3 months or more.

Remember, statements are an important part of your banking and finances in general.

Please be advised that:

- all entries on statements should be checked carefully and any apparent or possible unauthorised transaction promptly reported to the Bank (if you do have an enquiry regarding an entry on your statement refer to 'What to do if you have a problem or dispute' Section Bin this booklet);
- you should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- it will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy if you notify us, within three months of receiving your statement of account, if there is any cheque noted on your statement which we have paid but you did not authorise, or if any other amount(s) has been debited to your account without your authority.

You can request additional copies of your statement or access information on your transactions if required. Please note that fees may apply for these services.

Term Deposit customers will receive advices by mail based on the occurrence of a particular event.



**Confirmation Advice-** Issued following the opening of a new Term Deposit, and once funds are received into the Term Deposit. The advice confirms the details of the Term Deposit you have just opened.

**Maturity Advice** -Issued 10 business days prior to the maturity date of the Term Deposit. Reminds you of the upcoming maturity of your Term Deposit and lets you know what will happen at maturity.

**Renewal Advice-** Issued following the renewal of a Term Deposit. It shows you details of the new term as well as details of the previous term.

**Repayment Advice-** Issued following the closure of a Term Deposit. It confirms the Term Deposit has been terminated and shows you how the funds have been paid to you.

### **Different ways of making deposits**

There are many options for placing money into your account. Choose the ones that are convenient for you from the options below.

#### **Deposit books**

If you deposit a lot of cheques, duplicate or triplicate deposit books can be issued, so that you can keep the details of any deposit slips completed by you, or provide a copy to another person if required. The fee for deposit books is set out in the Features, Fees and Charges booklet.

#### **Rules about depositing in a branch**

If you are making a deposit in a Bank South Pacific branch, remember a completed deposit slip must be included. Generally there is no maximum amount that can be deposited to an account, however, we reserve the right to set a maximum amount of deposit on any account at any time with immediate effect.

Please note that fees and charges may apply when making deposits, as set out in the Features, Fees and Charges booklet.

#### **Rules about deposits made through an ATM**

- If you make a deposit at our automatic teller machines (ATMs) we will be responsible for the security of the deposit from the time the deposit is made. However, the amount of your deposit is subject to verification by us. If there is a difference between the amount of the deposit and the amount written on the deposit slip, we will notify the account holder as soon as possible and advise the account holder of the actual amount that has been credited to the account.

- **Cash** deposited will not be available for withdrawal until after we have credited the cash amount to the account. Coins must not be included in a deposit/payment envelope inserted in an ATM.
- ATM deposits will be processed on the same day or the following Bank business day.
- Deposits made at ATMs not located at a branch of the Bank may take longer to be processed.

### **Different ways of making withdrawals**

Apart from uncleared cheques, your money is held for whenever you need it and is available for withdrawal at any time (excluding Term Deposits) provided you have been identified using one of the acceptable forms of identification when you opened your accounts.

Withdrawals on a Term Deposit are only available over-the-counter in any branch.

### **Overdrawing your account**

You should not make or attempt to make a withdrawal transaction which:

- takes your account into negative/debit balance (or further into negative/debit balance) when no formal overdraft arrangements exist;
- means you will incur fees which will take your account into negative/debit balance (or fees and/or interest charges which will take your account further into negative/debit balance) when no formal overdraft arrangements exist;
- overdraws (or further overdraws) your account beyond the agreed overdraft limit when formal overdraft arrangements do exist; or
- draws against uncleared funds.

While we are under no obligation to do so on any particular occasion, we may permit you to overdraw your account as described above. This may be by honouring a cheque or paying transactions made using other channels, such as Periodical Payments, Direct Debits, or by making a withdrawal transaction through a Bank South Pacific ATM or other electronic transaction channel.

If you make a withdrawal transaction in any of the circumstances set out above, we will treat the transaction as an application by you for credit.

## **Where we honour a payment and your account shows a negative/debit balance.**

If:

- we do honour a cheque or pay a transaction (e.g. Periodical Payment, Direct Debit or other electronic withdrawal transaction initiated by you) which overdraws your account where no formal overdraft arrangements exist; or
- a fee or charge debited to your account results in a negative balance in your account,

then you will, at the time the negative balance arises, owe us a debt of the amount by which your account is overdrawn. We agree that you have a period of 20 days within which to repay that debt. Accordingly you must, by the end of that 20 day period, return the account to a positive balance unless within that period you ask us for, and we approve, an overdraft arrangement.

Please note that you cannot depend on us honouring a transaction which would overdraw your account. We are under no obligation to honour cheques, or to pay other customer-initiated transactions that would exceed the balance of available funds in your account, unless formal overdraft arrangements are in place.

If we honour a payment in any of the circumstances set out above, this can save you embarrassment and the inconvenience of having to write another cheque or make other arrangements. However, you may be charged an Unarranged Overdraft Fee as detailed in the Features, Fees and Charges booklet, and interest will be charged on your debit balance (refer to 'Interest that's charged to you' for details).

You must ensure that you do not overdraw your account regularly. Even if we do honour a transaction, or do so more than once, it does not mean we have any obligation to do so in the future.

## **Where we dishonour/reject a payment**

If you make a transaction from your account and there are insufficient funds available within the account or the funds have not been cleared, your payment may be dishonoured. This may incur a fee as detailed in the Features, Fees and Charges booklet.

## **Are you having financial difficulty?**

When you overdraw your account there may be occasions when repaying this debt becomes difficult. Should this arise you should promptly contact your relationship/business manager or local branch manager to discuss options that may be available.

## **Interest rates that may apply**

Interest rates on all accounts (except Term Deposits) may change at our discretion. Term Deposit interest rate changes only apply on new or renewed deposits.

## **Interest that's paid to you**

You may earn interest if you have a positive balance in your account, where that account pays credit interest. Details of current deposit interest rates applicable to your account are available at any branch upon request.

## **How the interest you earn is calculated and paid**

For all accounts included in this booklet, deposit interest and debit interest (if applicable) is calculated on the daily closing balance of your account using the following formula:

Daily closing balance/365 x Interest rate/100

Except where otherwise mentioned, credit interest is calculated daily and credited to the account monthly in arrears on all business accounts, on the last business day of each calendar month.

For all accounts (except Term Deposits), balances in your account on and after the last business day of the month, including deposits made to your account on or after the last business day of the month, will not be included in the interest calculation for that month, but in the interest calculation for the following month.

For Term Deposits, interest is calculated daily and can be paid either monthly, yearly or at maturity (if the term is 12 months or less). If the term you select is longer than 12 months, interest will be paid at least yearly.

## **Term Deposits**

On a Term Deposit interest rates will vary according to:

- the term of the deposit;
- the amount of the deposit;
- the frequency with which interest is paid.

Interest rates are calculated on a tiered structure.

Deposit interest paid will reflect the number of days in the interest payment period.

## **Interest that's charged to you**

To avoid being charged interest on any unarranged debt, you should always try to keep a positive balance in your deposit account.

If your account becomes overdrawn without arrangement, debit interest will be charged to that account. It will be calculated daily on the debit balance (and deducted on the last business day of each month) using the then current rate applicable to your account, as set out in the Features, Fees and Charges booklet.

## **Stopping a payment**

### **How to stop a cheque payment**

If you write a cheque and want to stop the payment, you can do so by notifying us before the cheque has been paid. It's important to do this as quickly as possible.

We can only stop a payment on a cheque if we receive your clear instructions. You should give your branch written and signed instructions or contact Telephone Banking (where available) and provide the following details of the cheque:

- account number;
- cheque number;
- amount of cheque;
- name of the payee (the person you've written the cheque out to);
- date of the cheque;
- if the cheque was crossed or open.

Does it cost anything to stop a business cheque payment?

There is a fee for stopping a cheque, which is set out in the Features, Fees and Charges booklet.

### **How to stop an automated Periodical Payment**

When you have authorised your branch to make regular automatic payments from your account, and you want to stop these payments, you must advise the Bank at least one business day before the next payment is scheduled. You will need to provide full details including:

- the payment amount;
- when it's due;
- the payee;
- the account it normally comes out of.

### **How to stop an automated Direct Debit**

If you have authorised another party to debit your account for payment of services (for example, life insurance premiums or medical benefit contributions) and you want to stop this arrangement, you can do this in two ways:

- contact the authorised party yourself to request a cancellation; or
- we can contact the authorised party on your behalf to request a cancellation.

The Bank will promptly process any:

- instruction by you to cancel a Direct Debit request relevant to a banking service we provide to you; or
- complaint by you that a Direct Debit was unauthorised or otherwise irregular.

When you contact us to request the cancellation, we can complete the request on your behalf and forward it to the authorised party. We will then put a 'stop' on your account which will prevent all withdrawals by the previously authorised party for a period of three years. You can request this 'stop' to be cancelled at any time. (Please note that 'stops' cannot be placed on credit card accounts.)

### **Stopping a Bill Pay**

If you scheduled a Bill Pay payment in advance, you can change or cancel it up to one (1) business day before the scheduled payment date.

### **When you haven't used your account for an extended period**

#### **Dormant accounts**

If your account becomes dormant we may charge a monthly dormancy fee to your account. Your account becomes dormant if:

- you do not make any deposits and/or withdrawals during a continuous 18 month period; and
- the balance of your account is nil or in debit without any arrangements.

#### **Undaimed monies**

Where you have not made any deposits or withdrawals on your account for a period of:

- Fiji- 10 years;
- Tonga- 7 years;
- Solomons-10years;
- Papua New Guinea-7 years;
- Samoa- 10; and
- Cook Islands- 25 years

- For deposits earning interest for a fixed term-6 years following the expiry of the fixed term;
- For deposits earning interest for no fixed term- 25 years from the date the account was last operated by the customer;
- For deposits **not** earning interest-25 years from when the account was last operated.

the funds are declared unclaimed money and remitted to the Government in your country under statutory requirements.

- In Vanuatu, where you do **not** operate the account for 10 years. the money becomes the property of Bank South Pacific as the licensee.

We will make every effort to trace and notify you where you have not operated your account for an extended period.

We will assist account holders making a claim to recover monies that have been transferred to the Government in your country. You can make a claim by visiting any branch. You will need to verify your identity by providing your account documents. You will also be required to fill out a form which will need to be processed.

### **When the Bank can combine your accounts**

Deposit accounts should not be overdrawn unless you have made prior arrangements with us. If you overdraw your account without arrangement or beyond the agreed overdraft limit when formal overdraft arrangements do exist, we may automatically combine your accounts: that is transfer sufficient money which is kept in any other account with us, held in your name(s).to clear the debt.

We may also transfer money kept in your deposit account(s) to clear debts which you owe us in other loan or deposit accounts. If we do this, the balance of the account from which we have transferred money will reduce by the amount owed for this purpose. You agree that you may not set off any amounts we owe you (for example. credit balances in your accounts) against amounts you owe us.

Before we exercise our right to combine accounts, we will contact you to discuss our intention to exercise this right.

### **How to close your account**

With the exception of a Term Deposit.you or any other authorised account signatory can close your account at any time simply by asking at any branch where your account is held. Another financial institution may close your accounts on your behalf by fax or by mail. You cannot close an account via Telephone Banking.

On rare occasions we may also exercise our discretion to close an account due to unsatisfactory conduct or for any other reason we deem (in our sole discretion) appropriate, such as (while not an exhaustive list) where an account that is designed for use by our business customers is being used for personal purposes, or you do not agree to any changes to the Terms and Conditions. If this happens, we will notify you in writing at the address shown on our records and will also enclose a Bank cheque for the net credit balance of the account.

The closure of the account by the Bank in these circumstances is not considered a breach of the Terms and Conditions. The Bank will not be liable for any consequential loss or damage you suffer as a result either directly or indirectly from the closure of your Account.

#### **How your closing balance (Termination Value) is calculated if your account balance is in credit**

The net credit balance of your account is calculated as credit balance plus deposit interest, if any, less any accrued account fees and government charges applicable up to the closing date. Monthly fees will apply even though the account may have been opened for only part of the month.

#### **How your closing balance (Termination Value) is calculated if there are uncleared funds or your account is overdrawn**

We cannot make available any uncleared funds at the time you request that the account be closed, until those funds become cleared.

If the account has a debit balance, you must pay to us the balance plus any accrued debit interest, account fees including monthly or quarterly fees and government charges applicable up to the closing date.

#### **Things to remember when closing your account**

When you close your account you must provide to us any unused cheques, passbook, and any card that operates the account (including any card issued to a primary cardholder or an additional cardholder). An account with cheque access may only be closed once all outstanding cheques written on the account have been presented. We reserve the right to return any cheques presented for payment after the account has been closed.

#### **Term Deposit renewals/maturities**

If you choose to terminate your Term Deposit upon maturity, both the principal and interest can be paid:

- directly to a Bank South Pacific account;
- by Bank cheque (fees apply);
- in cash.

When a Term Deposit matures, if we have not received any renewal or repayment instructions before maturity or if you want to vary previously supplied instructions, you have five business days (commencing on the date of maturity) in which to advise us of your instructions or vary previously supplied instructions, and may do so once only during this period of five business days. If no new or varied instructions are received during the period of five business days, the deposit will be renewed in accordance with instructions advised before maturity (if any) or (if none) under the same conditions as applied to the previous term (where available), using the interest rate applicable on the date of maturity.

As interest rates change as frequently as daily, all other conditions being equal, it is unlikely the interest rate you receive on your Term Deposit will remain constant from one term to the next.

In some instances conditions applying to your Term Deposit are contrary to the current policies and we may be unable to process your instructions. In this circumstance we will endeavour to contact you to discuss your investment needs. In the meantime, the deposit will be held "On Demand" receiving an at call interest rate.

Any instructions to disburse funds from a Term Deposit will be processed on the date of maturity or the date the disbursement is requested. Where the maturity date or the requested date does not fall on a business day, the disbursement will be processed on the following business day. Please allow up to three business days for the disbursed funds from a Term Deposit to be received.

#### **'On Demand' interest**

The 'On Demand' (at call) interest rate may apply to periods between maturity and renewal or repayment of Term Deposits. This rate may be lower than Term Deposit interest rates.

# A guide to using your card

## **When these Terms and Conditions take effect**

Unless you have previously accepted these Terms and Conditions, any use of your Card will be taken as your agreement to comply with these Terms and Conditions.

## **Bank South Pacific Visa Debit Card and Pacific Card**

When you first open your Account, you will be offered a Bank South Pacific Visa Debit Card or a Pacific Card.

A Bank South Pacific Visa Debit Card or Pacific Card can be used to get instant access to your funds at ATMs, and at outlets that have EFTPOS terminals within your country.

In addition, a Bank South Pacific Visa Debit Card can be used on the internet or over the phone (MOTO) to purchase goods and services. It also can be used to make purchases overseas wherever the Visa logo is displayed.

A Pacific Card comes free with your Account. An annual fee is payable on an Account which is linked to one or more Bank South Pacific Visa Debit Cards.

A Visa Debit Card will only be issued if the customer meets the eligibility criteria. Customers must be over 18 years of age.

You may request that your Bank South Pacific Visa Debit Card be linked to a maximum of two Accounts. The primary Account to which it is linked can be accessed by selecting the 'cheque' button or the 'credit' button on the ATM or the EFTPOS terminal. Any other Account to which it is linked can be accessed by selecting the 'savings' button on an ATM or EFTPOS terminal. Each Nominated Account must be set up to allow each authorised signatory to act independently.

## **Authorising Bank South Pacific Visa Debit Card transactions**

Generally all transactions will need to be authorised by us before they can proceed. For example, if a Cardholder uses a Bank South Pacific Visa Debit Card and pushes the 'credit' button for EFTPOS purchases or uses the 16-digit card number to purchase goods or services, prior to any transaction being completed, the merchant or other person involved in the transaction may obtain an authorisation for the transaction.

The purpose of this authorisation is to confirm that there are sufficient funds available in the primary Account for the transaction. This authorisation may be completed for a transaction that occurs at a later time such as hotel accommodation and car hire. Authorisations on Bank South Pacific Visa Debit Card transactions will be valid for 14 calendar days.

### **Recurring payments**

A Cardholder can purchase goods or services at any time by authorising another person or company (merchant) to transact on the primary Account by quoting the 16-digit Bank South Pacific Visa Debit Card number and expiry date.

To cancel such an authority, the Cardholder or an account signatory must notify the merchant. Please note, unlike Direct Debits, Bank South Pacific is unable to cancel a recurring payment on your behalf. Until the Cardholder or an Account signatory cancels your authority, the merchant is entitled to request Bank South Pacific to debit the Account and Bank South Pacific is obliged to process this request. If the merchant does not comply with your request to cancel the authority, you must provide Bank South Pacific with a copy of the correspondence with the merchant to enable Bank South Pacific to dispute the relevant transaction(s) on your behalf.

Once the authorisation is obtained, it will reduce the available balance. If the purchase or other transaction is not completed, the available balance may continue to be reduced for up to fourteen calendar days after the authorisation is obtained.

### **Delayed authorisations**

Bank South Pacific Visa Debit Card EFTPOS transactions that use the 'credit' button may take a number of days to be processed and debited to your Account. Please consider this whenever you reconcile your Account statement.

### **Reversing a transaction**

Where a Cardholder has authorised another person or company (merchant) to transact on the Account by providing their Bank South Pacific Visa Debit Card number or used their Card to make a purchase at an EFTPOS terminal by selecting the 'credit' button, you may be entitled to reverse (charge back) the transaction where you have a dispute with the merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided the goods or services paid for.

Please note, Bank South Pacific is not able to reverse (charge back) on:

- direct debit transactions set up using your primary account number and branch number (BSB); or
- transactions at EFTPOS terminals when a Cardholder has selected the 'cheque'/'savings' button.

You must notify Bank South Pacific if you believe you are entitled to reverse a transaction. If Bank South Pacific is satisfied after investigation that you are entitled to reverse a transaction, it will credit your Account for the amount initially debited for the transaction.

## **Rules about your Bank South Pacific Visa Debit Card and Pacific Card**

### **Bank South Pacific Visa Debit Card does not provide credit**

Subject to the clause 'Overdrawing your Accounts' in Section C, Bank South Pacific does not agree to provide any credit in respect of your Bank South Pacific Visa Debit Card. Using the 'credit' button at ATM or at EFTPOS terminals when a Cardholder uses a Bank South Pacific Visa Debit Card to make withdrawals or purchases gives access to the available funds and does not provide any credit in respect of the Account.

There is no agreed credit limit for your Bank South Pacific Visa Debit Card. However, it may be possible to overdraw your Account. If you do overdraw the Account we may charge you interest on any overdrawn amount. Refer to the 'Interest rates that may apply to you' section.

### **Cards and PINs**

Cards and PINs will be mailed to you separately after the Account is opened. If the record of the PIN is lost or stolen, we may issue you with a new PIN and, if necessary a replacement Card.

A Card is valid only if it has been signed by the Cardholder and is used during the validity period shown on the face of the Card. Each Cardholder must destroy any Card that is no longer valid by immediately cutting it into several pieces and disposing of them securely.

A Visa Debit Card will be issued up to 25 working days after the Account is opened provided all signatories have been identified.

If a Cardholder is travelling overseas they will need to have a four-digit PIN, as not all countries have the same ATM system and many overseas ATM's don't permit entry of a PIN as a word.

For information on liability for Bank South Pacific Visa Debit Card and Pacific Card usage and PIN protection please refer to Section Fin this booklet.

## **Card validity and expiry**

When a Cardholder receives their Card, it must be signed for security reasons.

A Card is only valid if it has been signed by the Cardholder and can only be used during the validity period shown on the face of the Card.

As soon as a card expires, each Cardholder must destroy the Card by cutting it into several pieces and disposing of them securely.

## **Card limits**

A maximum daily transaction limit applies for:

- cash withdrawals through ATMs, including branch terminals, debited to an Account;
- transactions through EFTPOS terminals debited to a cheque or advantage Nominated Account using the 'cheque' or 'savings' buttons.

Should you wish to withdraw amounts greater than this transaction limit, you should visit your local branch and complete a withdrawal slip that will be verified by branch staff.

We reserve the right to limit or change the amount which may be withdrawn from an Account by use of a Card.

Limits may apply to overseas transactions depending upon the regulations in your country. You are advised to contact the relevant government authority for information about any such overseas transaction limits before travelling overseas. Although transactions exceeding these transaction limits may be approved, we are obliged to report breaches of transaction limits to the relevant authorities, which may impose additional fees upon you.

The maximum daily transaction limit does not apply to:

- branch terminals;
- transactions made through an EFTPOS terminal when the Cardholder selects the 'credit' button on the terminal in respect of Visa Debit Cards only;
- vouchers manually processed by a Visa merchant in respect of Visa Debit Cards only.

Some Merchants may allow you to withdraw cash from any Accounts linked to your Card at EFTPOS terminals subject to certain conditions. We accept no responsibility for any such conditions imposed by the Merchant.

Any withdrawals from any In-store Banking EFTPOS terminals may be subject to maximum withdrawal limits applicable to the Merchant. The Merchant may not be able to process your withdrawals if the amount requested is above their limit. We accept no responsibility for any such withdrawal limits imposed by the Merchant.

### **Card cancellation**

We may cancel any Card at any time, without prior notice, if we believe that continued use of the Card may cause a loss to either the Account Holder or us.

Once a Cardholder is notified of the cancellation, they must not use their card. They must destroy it by immediately cutting it into several pieces and disposing of them securely.

You may cancel any Card at any time by returning the Card to us. A cancellation may not be effective until the Card has been surrendered, or you have taken all reasonable steps to have the Card returned to us. What constitutes taking all reasonable steps to have a Card returned to us, where you are the Account Holder and the card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, it will require you to contact that person, if at all possible, and request them to surrender their Card to you, so that you can return it to us.

If you close your Accounts or where the Card has been cancelled, you (the Account Holder) will remain liable for transactions:

- made using the Card prior to or after its cancellation or closure of the accounts; or
- made using the Card number for mail, internet, telephone and standing order transactions which have not been cancelled prior to termination.

The Cardholder may be liable to the Account Holder for any use of a Card after the Cardholder has received notice of its cancellation.

### **Withdrawals at branches and other financial institutions**

The minimum withdrawal amount may vary between financial institutions. Before a cash withdrawal is processed a Cardholder may be required to provide a second form of identification, such as a passport or driver's license. Overseas, a passport will be required for Visa Debit Cards only. Pacific Cards cannot be used to withdraw funds from your Account over-the-counter at any bank overseas.

## **All cards remain our property**

All Cards remain the property of the Bank and you and earn Cardholders are required to return the Card to us on:

- our request;
- cancellation of a Card;
- closure of all of the Accounts which are linked to your Card;
- termination of your authority to operate all Accounts which are previously linked to the Cards;
- if all the Accounts linked to the Visa Debit Card are closed, the Cards will be automatically cancelled.

## **Processing Date**

Transactions at our Electronic Banking Terminals may be processed to your Account on the day that you made the transaction or the following Bank business day.

## **International transactions**

Bank South Pacific Visa Debit Card customers can access their funds in their Nominated Account(s) at any international ATM where the Visa logo is displayed. To access funds from your primary Account at overseas ATMs, select the 'credit' button. At overseas ATMs a Cardholder cannot use their Visa Debit Card to make deposits or transfer funds between Accounts linked to a Visa Debit Card.

Transaction fees apply to transactions at overseas ATMs.

If the amount of the transaction is more than your available balance, the transaction will be declined and a declined fee will be charged.

## **Foreign Currency Transactions**

Any statement entries for purchases made in a foreign currency include the following two components:

- the foreign currency transaction amount, converted into local currency by the Visa International Service Association (Visa)
- a foreign currency transaction fee merged to you by Bank South Pacific, being a percentage of the local currency transaction amount.

Transactions processed in foreign currencies will be converted into your local currency before they are listed on account statements. In most cases, the rate applied to the refund of purchase transactions will differ from the original rate applied to the purchase.

The method of conversion is as follows:

Visa International Service Association (Visa) processes withdrawals, purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into local currency. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into your local currency. The exchange rate used for the conversion is a wholesale market exchange rate selected by Visa from within a range of wholesale market rates in effect the day before they process the transaction.

### **What to do if you want to dispute a Bank South Pacific Visa Debit Card transaction**

If you need to dispute a transaction on a Bank South Pacific Visa Debit Card, you must do so in writing within the timeframe stipulated by the Visa scheme rules, which is 120 days from the date of the transaction. If you do not dispute the transaction within this timeframe, your ability to obtain a refund may be limited under the scheme rules. However, to avoid the possibility of your dispute being adversely impacted by administrative delays in the disputes process, we recommend that you lodge your dispute within 60 days of the transaction date. Please note that this time limitation does not apply to transactions made using a Card and PIN.

### **Statements**

An Account Holder must check their statement as soon as it is received. Cardholders should also keep all voucher and transaction records given to them when using a Card.

A Cardholder can use these to verify the transactions on an Account.

# Ways of accessing your accounts

## Your choices at a glance

As the table below shows, there are many ways you can use your Account, with some of these services available 24 hours a day, 7 days a week. Choose the services that work best for you:

Access channel	What it offers
Branches	See our branch staff for sales, over-the-counter transactions, advice, and help with services like Telephone Banking, Mobile Banking and Online Banking
Pacific Card and Bank South Pacific Visa Debit Card -ATMs	Get access to your cash 24 hours a day, 7 days a week
Pacific Card and Bank South Pacific Visa Debit Card - EFTPOS	Pay for purchases and get cash out at the same time
Telephone Banking	Check balances, pay bills and transfer money between your accounts, wherever and whenever you like, with just one phone call (where available)
Online Banking	See your account balances on one screen to get a better picture of your banking instantly
Mobile Banking (where available)	Manage all your day-to-day banking needs from the convenience of your mobile phone, anywhere, anytime, 24/7
Bill Pay	Pay your bills 24 hours a day, 7 days a week using Telephone Banking, Mobile Banking or Online Banking (where these services are available) direct from your Account
Cheque	Convenient for paying bills and a lot safer than carrying large amounts of cash

Please note: not all access options are available for all account types. Please refer to the Features, Fees and Charges booklet for account accessibility.

## **Bill Pay**

When you see the Bill Pay symbol on a bill, you can pay that bill through Telephone Banking, Mobile Banking or Online Banking (where these services are available). It's a simple and convenient way to pay your bills.

### **What you need**

Access to Telephone Banking or Online Banking.

### **What you can do with Bill Pay**

- Pay bills via Telephone Banking, Mobile Banking or Online Banking for those billers registered with Bank South Pacific.
- Obtain a receipt number.
- Choice of accounts to pay from.

### **Getting started**

You need to register for the Bill Pay payment facility by visiting your local branch or calling Telephone Banking (where available).

Then simply provide the biller code and reference number printed on your bill or invoice, and we'll debit your Nominated Account with the amount you specify.

You can arrange a Bill Pay payment to be made up to 90 days in the future. Cleared funds must be available in the account the day before the payment is made.

Details of Bill Pay payments, including a receipt number, will appear on your account statement.

### **Rules about Bill Pay**

Bill Pay payments can be initiated through Telephone Banking, Mobile Banking and Online Banking. The following terms and conditions apply to Bill Pay through Telephone Banking, Mobile Banking or Online Banking.

### **Correct and incorrect amounts**

Please ensure that you specify the correct amount that you wish to pay. If you instruct a Bill Pay payment and later discover that:

- the amount you specified is greater than the required amount, then you must liaise directly with the biller to obtain a refund of the excess amount; or

- the amount you specified is less than the required amount, then you can make another Bill Pay payment to make up the difference.

### **Other concerns and their solutions**

Please tell the Bank promptly if you become aware of:

- any delays or mistakes in processing your Bill Pay payments;
- if you did not authorise a Bill Pay payment that has been made from your account;
- if you think that you have been fraudulently induced to make a Bill Pay payment.

### **Consequential loss**

The Bank is not liable for any consequential loss or damage you suffer as a result of using the Bill Pay facility, other than in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

### **Cheques**

A cheque provides a convenient way of paying suppliers and it's a lot safer than carrying cash.

What cheques offer

- Pay bills.
- Pay suppliers.
- Safety (don't need cash).
- Stop payment if necessary.
- Early clearance available.

### **Cheques getting started**

When you first open your account, you will (where applicable) be offered cheque access where you are 18 years of age or older. Alternatively, you may decide that purchasing Bank Cheques when required is a more suitable option for you.

Where cheque access has been requested, a cheque book will be mailed to you a few days after you open your account. It will be mailed to the same address where your account statement is to be mailed and will be automatically reordered and mailed to you when you are 80% of the way through your cheque book.

## **Rules about cheques you write**

### Open or 'uncrossed' cheques

An open cheque is one that is uncrossed, that is, a cheque that does not have two parallel lines across it. It is an instruction to the Bank to pay anyone who presents the cheque (assuming that the cheque is a 'bearer' cheque) at the branch of the Bank where the drawer's account is held, rather than the cheque being required to be banked into the account. If the cheque was lost and presented for payment by the person who found it, the Bank would not normally be responsible for reimbursing the money to the drawer. You should always make your instructions clear.

### 'Not negotiable' cheques

A cheque is a negotiable instrument that is it can be passed from one person to another. A crossed cheque, with or without the words 'not negotiable' written between the lines, protects the 'true owner' in case it is lost or stolen. For example, if someone persuades a tradesperson to accept a stolen 'not negotiable' cheque as payment for a service, the tradesperson would be liable to refund the amount of the cheque to its rightful owner, provided the thief cannot be located or cannot make good the loss.

### Account payee only cheques

If you write 'account payee only' on a crossed cheque, you are instructing us that you wish the cheque to be paid into the account of the person you have named on it.

### 'Or bearer' cheques

If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the cheque. If, on an uncrossed cheque, you cross out 'or bearer' or write in 'or order' and the cheque is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the cheque, or as they direct.

## **Rules about depositing cheques**

### Third party cheque deposits

Cheques can normally only be deposited into the account of the person(s) or company named as payee on the cheque.

If you are depositing a cheque to your account where you are not the person(s) or company named (i.e., you are a 'third party'), please ensure that the payee transfers ownership to you by signing the back of the cheque in the following manner:

Please pay (your account name)

Signed (payee's signature)

In addition, at the time you make the deposit, we will ask you how you got the cheque. This is to confirm your ownership of the cheque and avoid problems that sometimes occur with lost or stolen cheques.

If the cheque has not been properly signed over to you, or if a satisfactory explanation is not given as to how you received it, the Bank may refuse to accept deposit of the cheque.

### **Withdrawing money from a deposited cheque**

Funds may be withdrawn after three business days. (In certain uncommon circumstances, this may be extended by a further one, or even two, business days.) However, in some cases withdrawals may be permitted earlier. This is only done at the Bank's sole discretion and you should contact your branch. When drawings are made before a deposited cheque is cleared, you will have to reimburse us if the cheque is subsequently dishonoured. A cheque is dishonoured when there aren't sufficient funds in the account of the writer of the cheque or there is some irregularity in connection with the cheque.

### **How to get access to cheque funds early**

A valid cheque can sometimes be cleared on the day it is presented if you are willing to pay for the service, which is called 'Special Answer' or 'Special Clearance'.

The cheque will be cleared for you to withdraw the funds when it is paid by the other bank.

### **Dishonoured cheques deposited into your account**

If a cheque is returned to us unpaid it means it has been dishonoured by the bank on which the cheque was drawn. If that happens we may return the cheque to you. We will also reverse the entry in your account, that is, deduct the amount we credited. If the cheque you deposited is not paid it is your responsibility to pursue payment from the person who gave it to you. There are a number of reasons why a cheque may be dishonoured, some of which are:

- there are insufficient available funds in the account of the drawer (the person who signed the cheque) to cover the amount written on the cheque;
- the cheque is not signed, the signature is not valid or more than one signature is required;
- the cheque is post-dated- i.e. presented for payment before the date that is written on it;
- the cheque is stale-presented for payment more than 15 months after the date written on it;

- the cheque has been materially altered without the alterations being properly signed or initiated by the drawer or another authorised person;
- the cheque has been 'stopped' by the drawer;
- there is a court order which prevents the drawer's account being used;
- the Bank has been notified of the drawer's death, mental incapacity or bankruptcy.

On a business account if you deposit a cheque from someone else and it is dishonoured (known as an 'inward dishonour'), a fee will be charged. If a cheque has not cleared, we will notify you as soon as possible.

You are charged a fee for every cheque you issue that is dishonoured (known as an 'outward dishonour').

### **How to stop a cheque payment**

If you write a cheque and want to stop the payment, you can do so by notifying us before the cheque has been paid. It's important to do this as quickly as possible.

We can only stop a payment on a cheque if we receive your clear instructions. You should give your branch written and signed instructions or contact Telephone Banking (where available) and provide the following details of the cheque:

- account number;
- cheque number;
- amount of cheque;
- name of the payee (the person you've written the cheque out to);
- date of the cheque;
- if the cheque was crossed or open.

Does it cost anything to stop a business cheque payment? There is a fee for stopping a cheque, which is set out in the Features, Fees and Charges booklet.

### **Bank cheques**

Bank cheques, drawn by the Bank on itself, are a widely accepted means of safe payment, and a safe alternative to carrying large amounts of cash. Bank cheques can be purchased at any branch where they are prepared on the spot.

You can pay for the Bank cheque and the fee either in cash or by withdrawing funds

A Bank cheque has to be cleared like any other cheque and may be dishonoured if it was lost, stolen, destroyed, our signature was forged, and the cheque was fraudulently and materially altered, and for other reasons that would affect its validity.

If a Bank cheque is lost, stolen, or destroyed, please contact any branch immediately.

If a Bank cheque is no longer required, it may be cancelled and refunded at any branch. A fee may apply for cancelling and refunding a Bank Cheque.

## Telephone Banking

Telephone Banking lets you check balances, pay bills, transfer money automatically whenever you like, with just one call.

### What you need

To access Telephone Banking, you need your 8-digit customer number, 3-digit numeric access code and a signed authority form.

### Getting started

To register for Telephone Banking simply call at your local branch or speak with your business/relationship manager to complete the application form(s).

### What services are available

#### Self Service:

- Check your account balance
- Obtain details of the last 10 debit and 10 credit transactions since your last statement
- Transfer funds between your Bank South Pacific accounts
- Make Bank South Pacific loan repayments
- Make Bill Pay payments
- Change your 3-digit numeric access code

#### Staff Assisted:

- Order statements, cheque books or deposit books
- Stop cheques
- Report lost or stolen cards
- Make enquiries about interest rates, products or services
- Change statement cycle
- Check your account balance or obtain transaction details
- Make enquiries about or renew Term Deposits

## **Times of availability**

- PNG:** Staff Assisted services available on business days only, from 8am to 5pm  
Self Service services available 24 hours a day, 7 days a week
- Fiji:** Staff Assisted services available on business days only, from 8am 6pm  
Self Service services available 24 hours a day, 7 days a week
- Tonga:** Staff Assisted services available on business days only, from 8am 6pm  
Self Service services not available

## **Online Banking**

You can use Online Banking to get a better picture of your banking. Not only can you see your accounts instantly, you can also pay almost anyone in your country or overseas at any time and print out statements fee free.

## **What you need**

8 digit customer ID and 6 character alphanumeric password.

## **Getting started**

To register for Online Banking, call the phone number for your country listed at the back of this brochure.

## **Mobile Banking**

This service is available in some jurisdictions.

To find out whether this service is available in your country, please call or visit your local branch.

# Security and liability for cards

## Protecting cards and PINs

Anyone who has a Card and its PIN, can make transactions on your Accounts. Each Cardholder must take special care to protect them.

## Protecting cards

To protect a Card each Cardholder must:

- sign it as soon as they receive it;
- carry it with them whenever they can;
- regularly check that they still have the Card;
- not give the card to anyone else, including a family member or friend.

## Card and PIN

If a Cardholder makes a record of their PIN they must keep it separate and well away from the Card unless the PIN is reasonably disguised.

However, to minimise the risk of unauthorised transactions occurring on your Account, it is best to keep the PIN record, even if disguised, separate and well apart from the Card.

For example, a Cardholder must **not** keep a Card and undisguised PIN together:

- in a wallet, bag or briefcase even if in different compartments;
- in their car, even if in different areas of their car;
- in their office or at home in the same room;
- in any other situation where the Card and PIN can be found and used.

## Protecting a PIN and other Access Codes

To protect your PIN you and each Cardholder must:

- try to memorise it;
- destroy our letter advising the PIN (if applicable);
- not write the PIN on the Card, even if it is disguised;

- not keep a record of the PIN with or near the Card;
- not tell anyone the PIN, including family members, and friends;
- if you or a cardholder selects their own PIN, not select a number or word that can be easily guessed, such as part of the data imprinted on the Card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with them, such as date of birth, telephone number, driver's licence number and so forth;
- make sure that nobody watches when the PIN is entered at Electronic Banking Terminals;
- never enter the PIN in an Electronic Banking Terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a transaction when they approach an ATM or EFTPOS terminal;
- make sure that they do not leave anything behind when they complete a transaction including leaving the Card unattended in or at an ATM;
- notify us immediately if the PIN mailer has not been received intact,
- or if a PIN change has taken place without being requested.

If a cardholder makes a record of their PIN they must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that they have made a reasonable attempt to disguise a PIN if they only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the PIN;
- record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- record the PIN as a telephone number where no other telephone numbers are recorded;
- disguise the PIN as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out the PIN.

### **Loss or theft of a card or PIN**

A Cardholder must immediately notify us if their Card or PIN record is lost or stolen, or they suspect that unauthorised transactions have been made on any Account. This will enable us to put a stop on the Card straight away preventing or minimising losses resulting from unauthorised transactions and your Potential liability for such losses (see the heading "When you

are not liable" below). The best way to contact us is by visiting a Bank South Pacific branch or calling us on the telephone number for your country listed inside the front cover.

If a Visa Debit Card is lost overseas the Cardholder may report the loss to Visa Global Customer Assistance.

We will give the Cardholder a notification number or some other form of acknowledgment which they should retain as evidence of the date and time of the report.

We may require the Cardholder to confirm the report at one of our branches and complete certain documentation.

If any Card is lost or stolen, the best way to contact us is to telephone us using the contact details listed at the back of these Terms and Conditions. You may call in at one of our branches but we prefer that you telephone us immediately so that we can put a stop on your card straight away.

If a Cardholder can't contact us by phone because our emergency telephone numbers are not available, you will not be responsible for unauthorised use of your Card which could have been prevented if the Cardholder were able to contact us by phone.

The Cardholder must, however, tell us of the loss or theft of the card within a reasonable time from the re-establishment of our telephone reporting facilities.

## **Your liabilities for unauthorised use, loss or theft of Card or PIN**

### **When you are not liable**

- (a) A Cardholder will not be responsible for unauthorised transactions where it is clear that they have not caused or contributed to the loss.
- (b) A Cardholder will not be responsible for unauthorised transactions that:
  - are caused by the fraudulent or negligent conduct of our staff;
  - happen before a Cardholder receives their Card or PIN;
  - happen after a Cardholder has notified us that the Card has been misused lost or stolen or that PIN security has been breached;
  - are made with Cards that are forged faulty expired or cancelled.

## **When you will be liable**

- (a) You will be responsible for actual losses for unauthorised transactions caused by:
- (i) Unreasonably delaying notification of:
    - the misuse, loss or theft of your Card, or your PIN becoming known to someone else;
  - (ii) Voluntarily disclosing your PIN;
  - (iii) Keeping a record of your PIN:
    - without making a reasonable attempt to disguise it, or
    - in a way that it could be lost or stolen with your Card; or
    - writing your PIN or a disguised record of your PIN on your Card.
- (b) However, you will not be responsible to pay for:
- that portion of the losses incurred on any one day which exceeds the maximum daily withdrawal limit applicable to your Card or any Nominated Account(s); or
  - that portion of the losses incurred which exceeds the balance of your Account(s), including any pre-arranged credit.

## **It is unclear whether you have contributed to any loss**

- (a) An Account Holder will only be responsible for unauthorised transactions to a limited extent where it is unclear whether the Cardholder has caused or contributed to the loss.
- (b) The Account Holder's responsibility in this case will be the lesser of:
- \$50.00;
  - the balance of the Account(s) (including any pre-arranged credit) linked to your Card; or
  - the actual loss at the time you notify us of the misuse, loss or theft of your Card or PIN.

## **Our Responsibilities and Liabilities**

### **Electronic Banking Access**

- (a) We will maintain electronic banking access to all your Nominated Accounts at all times unless:
- An Electronic Banking Terminal malfunctions or is unavailable for use as described below;
  - A Merchant refuses to accept your Card as described below;
  - At least one of your Accounts is overdrawn or will become overdrawn without prior arrangement or is otherwise considered out of order by us.

In any of these circumstances, electronic access to your Nominated Account(s) may be denied or withdrawn without prior notice to you.

- (b) We reserve the right at any time to alter the types of Accounts which may be operated or the types of transactions which may be undertaken or the types of Electronic Banking Terminals which may be accessed using the Card and PIN.

### **What happens if an Electronic Banking Terminal does not work?**

- (a) We will be responsible to you for any loss which occurs because an Electronic Banking Terminal accepts your instructions but fails to carry out the transaction requested.
- (a) If you are aware that the Electronic Banking Terminal is not operating properly we will only be responsible for correcting your Account and refunding any fees and charges.
- (c) We will not be responsible if an Electronic Banking Terminal does not accept your instructions or your Card fails to work in the terminal.

### **Transactions at Electronic Banking Terminals**

- (a) When you make a transaction at any Electronic Banking Terminal, you authorise us to act on the instructions you enter into the terminal.
- (b) If you use your Card in an Electronic Banking Terminal which is not owned by us, we will process the transactions to your account as soon as we receive them.

(c) When using your Card at an EFTPOS or other point of sale terminal, we will not be held responsible, unless required by law, for:

- a Merchant refusing the Card;
- any goods or services provided by a Merchant;
- for deposits and withdrawals at any In-store Banking EFTPOS terminals, any errors in processing your instruction by the Merchant;
- any other errors processed by the Merchant.

You may resolve any disputes involving goods or services directly with the Merchant.

(d) In the event that an EFTPOS or other point of sale terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to your Account.

## **Contact us**

### **Bank South Pacific Cook Islands**

Main Road

Avarua

Rarotonga, Cook Islands

Phone: (682) 22014

Fax: (682) 20802

Email: [BSPCookIslands@BSP.com.pg](mailto:BSPCookIslands@BSP.com.pg)

Website: [www.bsp.co.ck](http://www.bsp.co.ck)

### **Bank South Pacific (Samoa) Limited**

Beach Road

Apia, Samoa

Phone: (685) 66100

Fax: (685) 22848

Email: [BSPSamoa@BSP.com.pg](mailto:BSPSamoa@BSP.com.pg)

Website: [www.bsp.com.ws](http://www.bsp.com.ws)

### **Bank South Pacific Solomon Islands**

National Provident Fund Building

721 Mendana Avenue Honiara, Solomon Islands

Phone: (677) 21222

Fax: (677) 23419

Email: [BSPSolomons@BSP.com.pg](mailto:BSPSolomons@BSP.com.pg)

Website: [www.bsp.com.sb](http://www.bsp.com.sb)

### **Bank South Pacific, Tonga Limited**

Taufa'ahau Road Nuku'alofa, Tonga

Phone: (676) 23933

Fax: (676) 23-634

Email: [BSPTonga@BSP.com.pg](mailto:BSPTonga@BSP.com.pg)

Website: [www.bsp.to](http://www.bsp.to)

### **Bank South Pacific Vanuatu**

Lini Highway

Port Vila, Vanuatu

Phone: (678) 22084

Fax: (678) 24773

Email: [BSPVanuatu@BSP.com.pg](mailto:BSPVanuatu@BSP.com.pg)

Website: [www.bsp.com.vu](http://www.bsp.com.vu)

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