



**Bank of St. Helena Ltd.**

[www.sainthelenabank.com](http://www.sainthelenabank.com)

# **Account Opening Application NEW LIFE**

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Established and regulated under the Financial Services Ordinance, 2008, the Financial Services Regulations, 2017 and the Company Ordinance, 2004



Bank of St. Helena Ltd.

[www.sainthelenabank.com](http://www.sainthelenabank.com)

# ACCOUNT TERMS AND CONDITIONS

Updated April 2019

These Terms & Conditions apply to all Bank of St Helena Ltd Accounts.

In these Terms and Conditions:

- 'the Bank', 'We' and 'Us' and derivatives thereof refer to the Bank of St. Helena Ltd. and, as applicable, its employees and agents.
- 'the Account Holder', 'You', Customer and derivatives thereof refer jointly and severally to the holder(s) of accounts with the Bank of St. Helena Ltd.
- References to St Helena (the island) include the entire jurisdiction of St Helena, including Ascension Island.

## 1 Opening an Account

### 1.1 Qualification

Organisations and individuals aged eighteen (18) years or over who are of St. Helenian status, or have a clear St. Helena connection, can apply to open an Account. This is normally defined as an individual that either:

- Is a Saint Helenian or has St Helenian status
- Has a current entitlement to undertake paid employment on St. Helena. However, it should be noted that upon completion of contracted employment on St Helena (ie: departure from the island) the Account(s) must be closed prior to the Customer's departure from the island.
- Owns property on St. Helena
- Is a close or dependent relative, or life partner of someone in any of the above categories
- Is a Business registered by the Companies Registrar of St. Helena, and/or with the St Helena Government Income Tax Office or Companies contracted to St Helena Government to undertake works on St Helena.
- Is a St. Helena-based voluntary organisation (e.g. clubs, societies and charities) (References to St. Helena include the entire jurisdiction of St. Helena, including Ascension Island.)

Although the qualifying age for opening an account is eighteen (18) years and over, persons from the age of sixteen (16) years may open an Account with the Bank as per the qualification above, however, the individual must demonstrate that they have some form of employment hence the need for the Account.

To open an Account with Bank of St Helena Ltd Customers will be required to submit the necessary supporting documentation along with their Account Opening Application. Details of the required supporting documentation can be found on the relevant Account Opening Application Form.

Accounts may also be opened for persons under sixteen years of age by an authorised adult (see section 2.1.1, Accounts for Minors and 2.1.3 Child Bond Savings Accounts).

### 1.2 Customer Identification and Verification

To comply with Know Your Customer and other International anti-Money Laundering Regulations Bank of St Helena will require Customers to produce, to its satisfaction, evidence of their identification and physical address (previous and current). This will include, but is not limited to, a copy of a valid passport and or birth certificate, and a household billing invoice.

The Bank may take up references or otherwise to satisfy its compliance requirement of a Customer's suitability as an account holder. Bank of St Helena reserves the right to refuse to open an account or to accept a deposit without specifying a reason.

Any application request to open an Account can take five (5) to seven (7) normal business working days to process, from the date of receipt of the application at the Bank, providing all supporting documentation submitted, meets the Bank's requirements and satisfaction. Where an application is not processed by the 15<sup>th</sup> of the month, and account package features include the Online Banking and Interest Free Overdraft features, account package features will not be applicable until 01<sup>st</sup> of the following month.

## 2 Operating a Bank of St Helena Account

### 2.1 Account Specific Terms

#### 2.1.1 Current Accounts

The Bank offers customers various Personal and Business Current Account Packages. Customers may apply for any of the Personal or Business Current Account Packages available, providing the Applicant meets the Bank's criteria for opening the Account, see section 1.1: Qualification.

- Individuals aged 18 years or over, who have St Helenian status, or have a clear St Helenian connection, can open a Current Account, see section 1.1 for full qualification criteria.
- Interest is calculated on a daily basis and is paid annually on 31<sup>st</sup> March
- A Current Account can be closed by the Bank at any time, without notice, provided it is not overdrawn at the time and does not have a loan attached. An Account may also be closed at any time by the Customer upon written instruction being received by the Bank. To close an overdrawn account the Customer must first repay the overdraft and any overdraft interest due. To close an account with a loan attached arrangements must be made with the Bank's Lending Section.
- Local Debit Cards and Online Banking are available on Bank of St Helena Current Accounts, these services are subject to the relevant Terms and Conditions. These can be found on the relevant application forms and are available on request from the Bank.

### Current Accounts for Minors:

- A Current Account may be opened for a Minor (i.e. someone aged under eighteen years of age) by anyone over the age of eighteen years who is able to demonstrate, to the Bank's satisfaction, a parental or legal guardian relationship, or have been given written approval to do so by the parent or legal guardian.
- Accounts opened for minors will automatically become the sole property of the Minor when he or she reaches the age of eighteen (18) years. However a Current Account can be relinquished to the named Minor account holder from the age of sixteen (16) years, provided he or she is in employment and if permission is given by the signatory of the said Account.
- A Local Debit Card will not be issued to a Current Account held for a Minor. These accounts will also not attract an interest free Overdraft.

### Special Provisions for Joint Accounts:

- Unless otherwise specified in writing, the Bank will accept instructions for operating an account, held jointly, from **either** authorised signatory.
- Credits/debits will be accepted for joint accounts where the designated recipient is any of the account holders, unless the credit specifies "sole account only".
- In the event of the death of a joint account holder, the account will remain fully operational under the instructions of the remaining account holder.

### Account Packages and Fees

Please refer to the Account Package brochure for full package details and associated monthly fees, available on the Bank's website or from any bank office.

#### 2.1.2 Term Savings Account

- Any person who meets the Bank's criteria for opening a Current Account can apply for a Term Savings Account
- The Deposit term is one (1) year which at present runs from 01 July to 30 June
- There are no limits placed on the number of deposits made to a Term Savings Account.
- This Account attracts a higher interest rate than that of the Current Accounts, and this rate is fixed for the deposit term.
- Interest is calculated on a daily basis and is paid at the end of the term i.e. 30 June.
- Only one withdrawal arrangement can be made from the Term Savings Account to qualify for the higher interest rate attracted. More than one withdrawal results in the account reverting to a Current Account and the applicable Current Account Terms, Conditions and Interest Rate will apply. Once converted to a Current Account, the Account can only be reverted to a Term Savings Account in the Term.
- If a Term Savings Account is opened for a Minor, the Account can be relinquished to the minor Account Holder from the age of sixteen (16) years, provided they are in regular employment and if permission is given by the signatory of the said Account.
- When the fixed term expires the Term Savings Account automatically rolls over into the next fixed term, unless the Bank is otherwise instructed by the Customer.

#### 2.1.3 Child Bond Savings Account

- Any adult, who meets the Bank's criteria for being an account holder, may open a Child Bond Savings Account for a child aged seventeen (17) years or under, who is St Helenian or has St Helenian status.
- A parental or legal guardian relationship must be shown, or written approval must be given from a parent or legal guardian to open the account.
- Where the child is aged Sixteen to Seventeen (16 - 17) years, he or she may open the Account without an adult's involvement providing they are in regular employment.
- This Account attracts a higher interest rate than that applied to Current Accounts. Interest is calculated on a daily basis and paid annually on 31 March.
- The deposit term is until the child reaches the age of eighteen (18) years. Once the Account reaches maturity the balance is transferred to a Current Account in the name of the child and the applicable Terms and Conditions will apply.

- There are no limits placed on the number of deposits made to a Term Savings Account.
- Withdrawals are not permitted on a Child Bond Savings Account.
- A Child Bond Savings Account cannot be closed before the maturity date, except in extreme circumstances, which will need the Managing Directors written approval.
- In the event of the death of a child, Bank of St Helena will act in accordance with the instruction of the duly appointed Executor.

### 2.1.4 New Life Savings Account

- St Helenians or Persons of St Helenian status, aged less than Sixty Five (65) years can open a New Life Savings Account.
- This Account attracts a higher interest rate than that applied to Current Accounts. Interest is calculated on a daily basis and paid annually on 31<sup>st</sup> March
- The deposit term is until the Account Holder reaches the age of sixty (60) years, or optionally sixty five (65) years. Once the Account reaches maturity, the balance is transferred to a Current Account and the applicable Terms and Conditions will apply.
- There are no limits placed on the number of deposits made to a Term Savings Account.
- Withdrawals are not permitted on a New Life Savings Account.
- A New Life Savings Account cannot be closed before the maturity date except in extreme circumstances, which will need the Managing Directors written approval.
- In the event of the death of the Account Holder, Bank of St Helena will act in accordance with the instruction of the duly appointed Executor.

## 2.2 Interest Rates

Whilst an Account has a credit balance the Bank will pay Credit Interest on the balance, in accordance with the Account Specific Terms (see section 2.1) applicable for the type of Account.

Bank of St Helena calculates Credit Interest on a daily basis, on cleared credit balances and is applied annually. Debit interest is calculated on a daily basis and is applied monthly to Accounts that enter an Unauthorised Overdraft Status.

The Bank will display the current rates of Credit and Debit Interest applied on various accounts at its offices and on its Website.

All Bank of St Helena Interest Rates are subject to change at any time, without notice, and will become applicable at midnight on the day they are announced unless otherwise advertised. Changes made to rates will be announced by notices posted prominently in the Bank's offices and on its website, and may be further announced by other means, at the Bank's discretion.

## 2.3 Operating Instructions

In the following all references to "an authorised signatory" shall be read, in the case of joint accounts, as applying to any or all authorised signatories, as applicable to the Account including Per Pro and Power of Attorney authorities.

The Account Holder(s) requests and authorises the Bank:

- To honour and debit to the account all payment instructions by an authorised signatory.
- To act in accordance with any instructions received from an authorised signatory, whether written, electronic or verbal, without being obliged to make any enquiries as to why such instructions were given. Note that debits from your account must be accompanied by written authorised instructions.

### 2.3.1 Authorised Signatories

The Bank will accept instructions to operate an account from the Account Holder (or in the case of Minor Account Holders, individual/s holding the account on the Minor's behalf), persons holding an applicable Power of Attorney and/or Per Pro Signatory Authorities.

#### Per Pro Signatories

A Per Pro Signatory is authorised to withdraw and deposit cash; sign Account Transfers and International Remittances; Set up Standing Orders and Direct Debits; and receive Statements.

Per Pro Authorities cannot authorised other individuals to undertake transactions on the named Account nor are they authorised to close an account without written instruction from the Account Holder.

#### Power of Attorney Signatories

Power of Attorney Signatories hold full authority on the Account.

For Power of Attorney of Per Pro Signatories to hold a Local Debit Card affiliated with the Account they are assigned to, the Account Holder, if they so wish, must apply in writing to the Bank via the relevant form to issue a card to the appropriate signatory.

Following death of an account Holder the Bank will act in accordance with the instructions of the duly appointed Executors. Where a Business is in receivership the Bank will act in

accordance with the instructions of the duly appointed Receivers. In the case of a joint account held the account will remain fully operational under the instructions of the remaining account holder

## 2.4 Overdrawn Accounts

### 2.4.1 Authorised Overdrafts

Authorised overdrafts are only permitted on Current Accounts; interest and charges will be calculated and charged in the manner, and at the rates, that apply to the Customer's Current Account Package (see Appendix Five for Current Account Package details and features). Bank of St Helena reserves the right to decline or withdraw an authorised overdraft facility without specifying a reason.

Unless stipulated otherwise in the Current Account Terms and Conditions, Customers are not permitted to overdraw their Account (i.e. create a debit balance) without the express written consent of the Bank. Where an overdraft has been arranged, the Customer is not permitted to exceed the authorised Overdraft limit.

Where an Account enters into an Unauthorised Overdraft, the Account Holder(s) accept joint and several liabilities for repaying, with interest, any unauthorised overdrawn amount.

The Bank reserves the right to off-set, i.e. move money from other accounts held by the Customer, whether jointly or individually, without notice, to repay an unauthorised overdraft and the overdraft interest thereon.

Any overdraft interest, whether authorised or unauthorised will be debited from the Account on the last business day of each month.

## 2.5 Changing the Details of an Account

Where customers change any of the information held by the Bank, e.g. change of name, address or contact details, the Customer must notify the Bank using the appropriate forms provided by the Bank.

### 2.5.1 Current Account Package Upgrade:

A Current Account Package maybe upgraded providing that at least 2 working days' notice has been given in writing:

- Applications for upgrades received prior to the 15<sup>th</sup> of each month will incur the cost difference between the existing and upgraded Account Package monthly fee; additional services offered by the upgraded package will be activated upon the completion of upgrade.
- Applications for upgrades received after the 15<sup>th</sup> of each month will become effective on the 1<sup>st</sup> of the following month.

### 2.5.2 Current Account Package Downgrade:

A Current Account Package can be downgraded provide at least two (2) normal business working days' notice is given in writing. Downgrades will become effective on the 1<sup>st</sup> of the month following the notice period and fees will be amended accordingly.

### 2.5.3 Current Account to Term Savings Account

Current Accounts can be converted to a Term Saving Account providing that at least 2 working days' notice is given in writing; conversions are effective immediately.

## 2.6 Inactive Accounts

Accounts inactive for the period of one year will go into dormancy status and the Bank's policy for Treatment of Inactive Accounts will apply.

## 3 Closure of Accounts

An Account may be closed in line with the relevant Account Specific Terms (section 2.1 above). Signed, authorised instructions closing the Account must be presented in person at any Bank office, or authorised in writing by post, fax or scanned e-mail.

Credit Interest up to the preceding business day will be calculated and added to the Account and the balance paid out to the Account Holder.

The Account Holder may choose to receive the payment in cash or by transfer to another bank account. Transfers outside of St Helena will incur the relevant charges.

Non St Helenians who leave the island will be given up to three months to close their accounts.

Bank of St Helena reserves the right to close an account at any time without specifying a reason.

Accounts that qualify for closure must hold a credit balance, where an overdraft exists the balance must be cleared before the Account may be closed.

In extenuating circumstances or where account holders intend to return to, or remain on island, following completion of contract, account holders can apply for accounts to remain open for the extended period. If after this extended period accounts remain open, the Bank has the right to close the account without prior notification.

#### 4 Prevention of Illegal Activity

The Bank reserves the right to conduct business in a manner which allows it to meet Local and International obligations and regulations with regard to the prevention of criminal activities, including money laundering. Therefore, please note that:

- Account Holders may be asked to explain, and provide evidence to support, any transaction the Bank is instructed to undertake on the Account Holder's behalf, or any transaction that has been conducted on their behalf. The Bank reserves the right to decline any transaction, or defer it until such explanation has been received and deemed satisfactory by the Bank. Such explanations are to be provided within fourteen (14) days of receipt of a verbal or written request from the Bank.
- The Bank may decline to conduct a transaction on an Account Holder's behalf, without giving a reason.
- The Bank may be required to report any transaction requested by an Account Holder to conduct, whether or not the Bank has agreed to conduct it, to the appropriate authorities, as required in the applicable legislation. The Bank undertakes that it will use this power only where appropriate, in order to prevent or detect illegal activity.

The Bank will attempt to minimise the impact of these requirements when conducting Customer transaction(s), and request Customer cooperation in the operation of these procedures.

See also the Bank's Customer Data Security document which offers guidance in this area, available from Bank offices and its website [www.sainthelenabank.com](http://www.sainthelenabank.com)

#### 5 Queries and Complaints

All queries regarding transactions made on an Account must be raised within thirteen (13) months of the transaction date. After that time all transactions are deemed to have been agreed by the Account Holder without further recourse.

For Customers wishing to raise queries or complaints about any of the Bank's products or services, the Bank has a procedure designed to address queries or complaints effectively. The Bank's Complaints Procedure can be found on its website, [www.sainthelenabank.com](http://www.sainthelenabank.com).

#### 6 Changes to these Terms and Conditions

These Terms and Conditions may be amended at any time if and when it is deemed necessary or appropriate for the Bank to do so. Notice will be deemed to have been served by the Bank posting a notification in its offices and on its website, [www.sainthelenabank.com](http://www.sainthelenabank.com).

## Local Debit Card Service

### Cardholder Terms and Conditions

These Terms and Conditions are applicable to the Bank of St Helena Local Debit Card. These Terms and Conditions cover the use of the Debit Card by the Cardholder and are supplemental to the Account Terms and Conditions. If there are any discrepancies between these Terms and Conditions and the Account Terms and Conditions, the Account Terms and Conditions will take precedence.

In these Terms and Conditions:

**"Debit Card"** means any [Local] Debit Card issued to the Cardholder by Bank of St Helena Ltd (the **Bank**) which may be used to undertake on-island banking transactions by electronic means. **"Cardholder Account"** means the Account nominated by the Cardholder in respect of the Debit Card.

**"Cardholder"** and **"You"** means the individual to whom any Debit Card has been issued.

**"Bank Card Services"** means the Card Service Department of the Bank which can be contacted by telephone on 22829 or in writing at the Bank's main office in Jamestown. Automated Card Services are also provided through the Bank's dedicated Interactive Voice Response (IVR) facility available on telephone 25335.

**"Business"** means any Business Establishment that accepts payment for purchases through an electronic point of sale terminal and is approved by the Bank.

**"Local Debit Card Acceptance Service"** means having the facility to accept transactions by Bank of St Helena Local Debit Card.

The Bank reserves the right to amend these Terms and Conditions at any time upon notice to the Cardholder. Use of the Debit Card after the date upon which any change to these Terms and Conditions is to have effect, will constitute Cardholder acceptance. If the

Cardholder does not accept any proposed change, the Debit Card must be returned to the Bank prior to the date upon which such change is to have effect.

The Debit Card is and will be at all times, the property of the Bank and is returnable to the Bank on demand. The Bank reserves the right to withdraw, at its discretion, the Debit Card and/or the services offered, at any time without prior notice or reason.

If more than one person and/or entity is a signatory to the Cardholder Account, they each agree to be bound by these Terms and Conditions, they are both fully responsible for any money which may become due under them, the obligation and liabilities of such persons/entities hereunder will be shared, and, as the context may require, words herein denoting the singular only will be deemed to include the plural.

#### Important Notice

The loss or theft of the Debit Card should be reported to the Bank immediately by calling Bank Card Services on telephone number 22829. In the event of loss or theft, Cardholders may also block the Debit Card by calling the IVR service on telephone 25335. The Cardholder will be responsible for all transactions effected by use of the Debit Card until such notification or blockage.

#### 1. Receipt of Card and Card Activation

The Cardholder must sign the Debit Card immediately upon receipt. The Cardholder must not permit any other person to use it and should safeguard the Debit Card from misuse. Before the Debit Card can be used it must be activated. To activate the Local Debit Card, the Cardholder must provide the necessary personal details and complete the activation in accordance with the instructions provided by the Bank.

#### 2. Use of the Local Debit Card

The Debit Card will be accepted only at those Businesses Establishments offering the Bank of St Helena Local Debit Card Acceptance Service. Any usage of the Debit Card for purchases in outlets other than those offering the Bank of St Helena Local Debit Card Acceptance Service will be deemed unauthorised and the Cardholder shall be responsible for such transactions.

The Cardholder authorises the Bank to debit or credit the Cardholder Account with all transactions made using the Debit Card. Transactions carried out using the Debit Card will normally be debited to the Cardholder's Account immediately. The Cardholder will maintain sufficient funds in the Cardholder Account to meet any such transactions. The Cardholder shall not be entitled to overdraw the Cardholder Account or withdraw funds by the use of the Debit Card in excess of the overdraft limit, if any, agreed with the Bank. If there are insufficient funds in the Cardholder Account the transaction will be declined. If there is a declined transaction this will need to be addressed by the Cardholder and the Business.

The Cardholder may withdraw cash (Cashback) using the Debit Card at those Business Establishments who have opted to provide this facility. Individual Business Establishment limits for the provision of Cashback will apply. When using this cash withdrawal facility the Cardholder must maintain sufficient funds in the Cardholder Account.

The Cardholder will be responsible for all transactions effected by the use of the Debit Card, whether authorised by the Cardholder or not.

Manual transaction processing will be permitted at those authorised Business Establishments in the event that electronic Debit Card services cannot be delivered. Manual Debit Card transactions are guaranteed up to Fifty Pounds (£50.00) and, upon receipt by the Bank, are subject to payment delays up to Two (2) working days. The Cardholder will maintain sufficient funds in the Cardholder Account to meet any manual Debit Card transactions. If manual Debit Card transactions are undertaken and the Cardholder exceeds their approved overdraft limit, if any, the Cardholder will enter into unauthorised status, the prevailing unauthorised overdraft interest rates will apply and, sufficient funds must be paid immediately into the Cardholder Account to bring the Cardholder Account into authorised status.

The Cardholder must notify the Bank's Card Services of any transaction that is invalid, or unauthorised by the Cardholder, within thirteen (13) months from the date of the transaction. If the Cardholder fails to notify within this period, the transaction(s) will be considered valid.

When the Cardholder reports an invalid or unauthorised transaction, the Bank will, as far as practical, investigate any fraudulent Debit Card activity, and where necessary use the appropriate Local Authorities to do so.

#### 3. Security

The Personal Identification Number ("PIN") will be created by the Cardholder for use with the Debit Card services and the numbers used, or any number(s) substituted, by the Cardholder for that purpose, are strictly confidential. A PIN should not be disclosed to any third party under any circumstances. The Cardholder must keep any PIN confidential. The Cardholder should not keep any written record of any PIN in any place or manner, which enable a third party to use the Debit Card. The Cardholder must notify Card Services immediately if the Cardholder believes their PIN has been obtained or changed without their consent.

If a Cardholder forgets their PIN, the Cardholder should contact Card Services at the Bank on 22829 for a replacement PIN. In the event where it becomes necessary for a

Cardholder to replace their PIN, Cardholders may also do so by calling the IVR service on telephone 25335

See also the Bank's Customer Data Security document which offers guidance in this area, available from Bank offices and its website [www.sainthelenabank.com](http://www.sainthelenabank.com)

## 4. Disputed Transactions

If the Cardholder believes that any transaction(s) were not authorised by them or have been debited from their Account in error, the Cardholder should first contact the Business.

If the Cardholder cannot resolve the disputed transaction with the Business, the Bank will take reasonable steps to investigate. However, it is not guaranteed that the Bank will be able to resolve the dispute. If fraudulent activity is suspected, where necessary the use of the appropriate Local Authorities will be engaged by the Bank.

If the Bank, during its investigations of a disputed transaction, subsequently discovers or suspects that the Cardholder has acted fraudulently or with gross negligence, the Bank may charge the Cardholder an Investigation Fee of Fifteen Pounds (£15.00) and may cancel, suspend or withdraw the Debit Card.

If, following a good faith investigation by the Bank, the investigation results in the Bank concluding the transaction was authorised or no error has been made, the Bank's conclusion shall be final and binding on the Cardholder.

## 5. Lost or Stolen Local Debit Cards

If the Debit Card is lost or stolen, or it is suspected that the Debit Card may have been used fraudulently or without the Cardholder's consent, the Cardholder must notify Bank Card Services immediately by telephone on 22829 and confirm in writing as soon as possible. In the event of loss or theft, Cardholders may also block the Debit Card immediately by calling the IVR service on telephone 25335.

Where the Debit Card, which the Cardholder has notified the Bank as being lost or stolen, is subsequently found; or where the card is damaged or does not work correctly, then the Cardholder should notify Bank Card Services immediately by telephone and return the Debit Card to the Bank.

## 6. Replacement Debit Cards

A free replacement card can be issued after a period of three (3) years from the date of issue by the Bank. During this three-year period the Cardholder will be entitled to one free replacement card due to damages, loss or theft. Any additional cards requested within the three-year period will incur a fee (see the Bank's Rates, Fees and Charges brochure).

## 7. Monitoring Card Usage

Cardholders wishing to monitor their account(s) may do so using the Bank of St Helena Online Banking service available from relevant Current Account Package. Alternatively, Cardholders may request a free monthly statement.

## 8. Cancellation of Debit Card

The Bank may cancel, restrict, suspend or withdraw the use of the Debit Card immediately if the Bank suspects any crime, fraud or misuse in relation to the Card or PIN.

If the Bank or Cardholder cancels a Debit Card, the Cardholder is responsible for destroying the cancelled card or alternatively for returning the Debit Card to the Bank.

## 9. Liability

9.1. The Bank's liability to the Cardholder is as follows:

- a) The Bank shall not be liable to the Cardholder for any loss or damage (other than that which cannot be excluded by law) the Cardholder may suffer as a result of the Cardholder's use or inability to use the Debit Card, or any loss or damage the Cardholder may suffer as a result of a third party using the Debit Card or PIN.
- b) The Bank shall not be liable to the Cardholder in any circumstances for any loss or damage (other than that which cannot be excluded by law) that does not arise directly from the matters for which the Bank is responsible; or which are beyond its reasonable control; or which the Bank could not reasonably foresee.
- c) The Bank cannot guarantee that a Business Establishment will accept the Debit Card or that the Bank will authorise any particular transaction. The Bank shall not be liable for any loss or damage the Cardholder may suffer in the event that:
  - a Business Establishment refuses to accept the Debit Card (in whole or part),
  - the Bank cancels or suspends the Debit Card,
  - the non-available liability of the Debit Card,
  - the Bank does not authorise a transaction; or
  - there is any technical or machine failure.

d) Unless otherwise agreed by the Bank in advance, any liability the Bank may have to the Cardholder will be limited to the actual amount of any loss or damage the Cardholder may incur or suffer.

9.2. The Cardholders Liability to the Bank (subject to condition 9.3) is as follows:

- a) The Cardholder will be liable to the Bank for (and agrees to indemnify the Bank against) all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings the Bank directly or indirectly incurs, or which are brought against the Bank if the Cardholder has acted fraudulently, has been negligent, has misused the Debit Card or PIN, or has breached these Terms and Conditions, including the costs of any legal action taken to enforce these Terms and Conditions.
- b) The Bank shall not be bound to recognise the interest or claim of any person other than the Cardholder in respect of the available balance on the Debit Card, nor shall the Bank be liable in any way for failing to recognise such an interest or claim (except as required by law).
- c) No claim by the Cardholder against a third party may be the subject of a defence or counterclaim against the Bank.

9.3. The Cardholder will be liable up to a maximum of fifty pounds (£50.00) for any losses incurred in respect of unauthorised payment transactions arising from the use of a lost or stolen Debit Card; or where the Cardholder has failed to keep any personalised security features of the Debit Card (such as the PIN) safe. The Cardholder will be liable for all losses incurred in respect of any unauthorised transactions on the Debit Card where the Cardholder has acted fraudulently, or where the Cardholder has with intent or gross negligence failed to comply with these Terms and Conditions.

Except where the Cardholder has acted fraudulently, the Cardholder is not liable for any losses incurred in respect of any unauthorised transactions on the Debit Card after the Cardholder has informed the Bank of the loss or theft of the card or that someone else knows the PIN.

## 10 Changes to these Terms and Conditions

These Terms and Conditions may be amended at any time if and when it is deemed necessary or appropriate for the Bank to do so. Notice will be deemed to have been served by the Bank posting a notification in its offices and on its website, [www.sainthelenabank.com](http://www.sainthelenabank.com).

## Online Banking Service

These Terms and Conditions apply to all registered Customers ("registered Customers" / "you" / "your") using Bank of St Helena Ltd ("the Bank" / "we" / "our") banking services online ("Online Banking").

### 1. Definition

Online Banking is an online service that enables registered Customers to access all of their personal and business accounts via the Internet. Online Banking services can be accessed using an internet enabled computer or other device.

### 2. Services currently available through Online Banking

The Bank currently offers the following services via Online Banking (please note that services available to Registered Customers will depend upon the Current Account Package that the Account Holder has registered for):

- the viewing and printing of statements;
- the transfer of funds between the registered Customer's accounts with the Bank; or
- the transfer of funds from the registered Customer's account with the Bank to other bank accounts held with Bank of St Helena (whether in the name of the Registered Customer or a third party); and
- approved collection of funds from registered Customer accounts with the Bank for services such as Direct Debits

The Bank strives to introduce new products to meet the needs of its customers and will advise when additional Online Banking service features become available.

The Bank may make operational changes or remove the facilities and services made available via Online Banking at any time. The Bank will notify registered Customers of any material changes by placing a message on its website or otherwise notifying Customers in writing.

Registered Customers will be responsible for all transactions carried out using Online Banking and for repayment of any debt that arises from such use.

### 3. Accounts that can be accessed via Online Banking

At present the Bank offers all registered Customers (personal and business) the ability to access all of their Current and Savings accounts via Online Banking.

Customers interested in these services are advised to contact the Bank for further details or visit the Bank's website at [www.sainthelenabank.com](http://www.sainthelenabank.com)

#### 4. Other applicable Terms and Conditions

These Terms and Conditions are in addition to the [Account Terms and Conditions](#).

In cases where additional products are offered in conjunction with Online Banking services, the Terms and Conditions of such other services are also applicable.

If there are any discrepancies between these Terms and Conditions and the Account Terms and Conditions, the Account Terms and Conditions will take precedence.

#### 5. Registration for Online Banking

All Personal or Business customers with Current or Savings Accounts may apply for Online Banking services. However, the Bank reserves the right to decline applications, at its discretion and without explanation.

In order for the Bank to provide customers with the appropriate service, customers who wish to register for Online Banking must do so either at the Bank's Head Office premises in Jamestown, the Bank's branch office in Georgetown Ascension Island, or by completing an application form online at [www.sainthelenabank.com](http://www.sainthelenabank.com).

The Bank will provide written guidelines on the use of its Online Banking services to all registered Customers. Should registered Customers require any assistance when using the Online Banking services, the Bank may be contacted by telephone +290 22829 or email [helpdesk@sainthelenabank.com](mailto:helpdesk@sainthelenabank.com) during normal working hours.

#### 6. Use of Customer Information upon Registration

The Bank will require all prospective customers to provide personal/business information, including current contact details, when registering to use Online Banking. This information will be used by the Bank in order to verify instructions with prospective customers via telephone, or to contact registered Customers or prospective customers regarding any other issues related to their banking requirements.

Customers must ensure that all instructions and information given is accurate and complete; the Bank will not be liable for any loss resulting from customers failing to do so.

The Bank will use Customer Information in accordance with its Privacy and Data Protection Policy.

#### 7. Fees and Charges

Online Banking fees are inclusive of the Bank's Current Account Packages. For fee enquiries, please contact the Bank on telephone +290 22829 during normal working hours or via our website [www.sainthelenabank.com](http://www.sainthelenabank.com).

#### 8. Availability of Online Banking

The Bank will endeavour to make access to Online Banking available to Registered Customers 24 hours a day, 7 days a week. However, the Bank cannot guarantee uninterrupted or continuous access to Online Banking, nor can it guarantee the speed with which customers will be able to access and use Online Banking.

In the event that the Bank is aware that Online Banking services cannot be provided, Registered Customers will be notified accordingly. The Bank reserves the right to discontinue accessibility at any given time and will endeavour where possible to give advance notice to Registered Customers.

The Bank is not liable for any losses, damages, costs or other expenses suffered by the Registered Customer or any other parties arising from Online Banking being unavailable in whole or in part.

#### 9. Equipment used to access Online Banking

The Registered Customer is responsible for obtaining and maintaining their computer and other equipment which is used to access Online Banking and for ensuring that it is compatible with the Online Banking Service. The Registered Customer is also responsible for ensuring the necessary licences for any third party software is held on their computer and other equipment. The Bank has no responsibility or liability in relation to the Customer's computer or other equipment.

Registered customers must pay all telephone, ISP and other charges incurred in accessing Online Banking. The Bank may (but is not obliged to) monitor and record telephone calls between the customer and the Bank to ensure customer instructions carried out correctly and for security or training purposes.

The Bank endeavours to keep Online Banking free from viruses and corrupt files. Registered Customers are responsible for maintaining up to date anti-virus software on their computer and other equipment. The Bank will not be liable for any loss or damage suffered if a Customer's computer or equipment is infected by a virus or corrupt file, unless such loss or damage is the direct result of the Bank's negligence or deliberate default.

#### 10. Restriction of Access

The Bank reserves the right to restrict access to its Online Banking services to Registered Customers. In the event that registered customers find their access rights have been restricted, and they have not been formally notified by the Bank, registered customer should contact the Bank on telephone number +290 22829 for assistance, during normal business working hours.

The Bank is not liable for any losses, damages, costs or other expenses suffered by the Registered Customer or any other parties arising from restricted access, for any cause beyond its reasonable control, nor for the Bank exercising its discretions in respect of accessibility of Online Banking.

#### 11. Amending or Cancelling the Online Banking Service

A Registered Customer must give the Bank ten (10) working days (excluding weekends and public holidays) written notice if they wish to cancel the Online Banking service (the "Notification Period").

If a Registered Customer wishes to amend their access to Online Banking they must write to the Bank detailing the required amendment. The Bank will endeavour to respond to the request within ten (10) working days of receiving the communication.

For security purposes, Registered Customers leaving the island for any period of time must contact the Bank to advise of their intentions.

Where service amendments or cancellation affects the customer's Current Account Package, Account Terms and Conditions will apply.

#### 12. Referral Limits and Delay/Decline of Transactions

Referral limits restrict straight through processing of individual transactions to a limited value; the default referral limit for all customers upon registration to the service is £1000.00.

The maximum referral limit for personal online banking customers is £2,000.00. Personal banking customers can request a change in their Online banking referral limit by completing and submitting an Account Package Amendment Form, where the referral limit may be set to any value not exceeding the maximum of £2,000.00.

Business banking customers may negotiate an agreed referral limit upon service registration; this agreed referral limit may be below or above the default and maximum referral limit values stipulated by Bank of St Helena Ltd.

Transactions exceeding referral limits will be delayed until transaction confirmation is received from the Registered Customer.

Transactions exceeding funds available within accounts will be delayed/declined. Registered Customers are strongly advised to ensure sufficient funds are available in accounts before processing payments."

#### 13. Time delays in carrying out Online Transactions

Whilst the Bank endeavours to make access to Online Banking available 24 hours per day, 7 days per week, the updating of online transactions on accounts will take place during normal banking hours.

The Bank's cut off times for processing online transactions is 4:00 p.m. Monday to Saturday (subject to changes which are advertised on the website or via local media). The Bank does not normally trade on Sunday. Online transactions conducted after this time, will be processed on the following normal business working day.

The Bank may delay, decline or reverse any instruction received in relation to Online Banking if:

- Referral limits have been exceeded or insufficient funds are available. (Please see section 14 below for more information about referral limits and delay/decline of instructions);
- the Bank reasonably suspects that the instruction might be unlawful or associated with fraudulent or criminal activity;
- The Bank reasonably believes that by carrying out the instruction it might breach a legal or other duty that applies to the Bank;
- The registered Customer is in breach of any of the Bank's Terms and Conditions; or
- Circumstances exist beyond the Bank's reasonable control, which prevent or delay the compliance with the instruction.

In these circumstances, the Bank will not be liable for any losses, damages, costs or other expenses suffered by the Registered Customer or any other parties arising out of any delay, decline or reversal of any instruction.

#### 14. Responsibility for correct information



The Bank's Online Banking facilities are designed to reduce the risk of errors occurring. However, the responsibility lies with Registered Customers to check all instructions given to the Bank, to ensure that all the information provided to the Bank is correct.

The Bank is not liable for any instructions given, which prove to contain incorrect information, and results in an instruction being carried out that was not intended.

## 15. Security

The Bank will provide all Registered Customers with User ID's and Activation Codes. The setting up and maintenance of unique passwords and authority codes will be the responsibility of Registered Customers. This helps to ensure security of accounts online. It is the Registered Customer's responsibility to safeguard their password and other security details; the Bank does not accept liability for any transactions carried out by third parties, who may have come into possession of a Registered Customer's security details due to loss or negligence by the Registered Customer or any user of a multi-user account.

It is the responsibility of Registered Customers, with multiple users on accounts, to update user(s) access rights, and delete users where appropriate. The Bank does not accept liability for any transactions carried out by users given access rights by Registered Customers, but which may act contrary to the wishes of the Registered Customer.

The Bank will never ask Registered Customers for their full password or security details; registered customers must not disclose their Online Banking details to anyone claiming to be Bank personnel. If a Registered Customer is approached to disclose their Online Banking details, the Registered Customer must contact the Bank on telephone number +290 22829 during normal business working hours whereupon the Bank will be able to confirm the authenticity of the approach.

Where the Registered Customer suspects that a third party is aware of their password or security details, the Registered Customer must inform the Bank on telephone number +290 22829 during normal business working hours. Failure to do so, will result in the Registered Customer being liable for any unauthorised payments on their account confirmed by the use of their password or security details.

The Registered Customer is responsible for all instructions given by them or anyone acting with their authority between the times the customer passes the security procedure, as part of the login process, up to the time the customer logs out of the Online Banking Service. Registered customers should not leave the computer, or other equipment on which they are accessing Online Banking, unattended whilst logged on to the Online Banking service.

The Bank has measures in place to ensure, as far as possible, the security of Online Banking. Read the Bank's security documents online at [www.sainthelenabank.com](http://www.sainthelenabank.com), which provides further information about online security, and the steps which the Bank takes to ensure its Customer's security. See also the Bank's Customer Data Security guidance, available from the Bank's offices and on its website, [www.sainthelenabank.com](http://www.sainthelenabank.com).

## 16. Cookies

Cookies are text files that are stored on a computer when visiting websites. Some website features will only work if cookies are used; cookies required for Online Banking will be used to allow:

- Online Banking Log on and navigation between pages;
- Registered Customers to apply for products and services online; and
- Remember preferences set by the Customer.

By using the Bank's Online Banking Website, the Registered Customer accepts the use of Online Banking cookies. Read the Bank's privacy statement regarding the use of any personal information received from the Customer using any of the Bank's online services.

## 17. Suspension and Termination

The Bank may suspend, withdraw or restrict the use of Online Bank in whole or in part where:

- a) the Bank has reasonable grounds to suspect that the Customer's password and security details have not been kept safe; or
- b) the Bank has reasonable grounds to suspect unauthorised or fraudulent use of the Customer's account; or
- c) the Bank has reasonable grounds to believe that the Customer may have difficulty in meeting their commitments; or
- d) the Bank considers it appropriate for the Customer's protection.

Unless the Bank is unable to contact the Customer, or there is a legal reason or other circumstances beyond the Bank's control preventing them from doing so, the Customer will be notified in writing before taking this action.





Bank of St. Helena Ltd.

[www.sainthelenabank.com](http://www.sainthelenabank.com)

# **ACCOUNT OPENING FORM**

## **NEW LIFE SAVINGS ACCOUNT**

**Head Office: Market Street · Jamestown · St Helena Island · STHL 1ZZ**

T. +290 22390 · F. +290 22553 · email. [info@sainthelenabank.com](mailto:info@sainthelenabank.com) · web [www.sainthelenabank.com](http://www.sainthelenabank.com)

Established and regulated under the Financial Services Ordinance, 2008, the Financial Services Regulations, 2017 and the Company Ordinance, 2004



**SECTION 1 DO YOU HAVE THE RIGHT FORM?**

This form is only for opening a **New Life Savings Account** for an individual. All fields of this form must be completed.

**SECTION 2 CHOSEN AGE FOR ACCOUNT EXPIRATION:**

Aged 60 Years		Aged 65 Years	
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**SECTION 3 ACCOUNT/APPLICANT DETAILS**

**3.1.1 Personal Details**

Title of account (full name):			
Address:			
Date of Birth:			
St Helenian (Tick to indicate)		St Helenian Status:	
If under 18, state name & address of parent or guardian (PLEASE PROVIDE PROOF OF CURRENT ADDRESS):			

**3.1.2 Proof of Identity and Status** (PLEASE INDICATE WHICH ARE PROVIDED)

Passport	
Birth Certificate	
Certification of Status	
Proof of Current Address:	
Other (PLEASE SPECIFY BELOW)	

**3.1.3 Employment**

Employer's Name:
Address:
Nature of business:

**3.1.4 Other Bank Accounts Held**

At Bank of St. Helena (GIVE NUMBERS):
At other banks (GIVE BANK NAME AND ADDRESS):



**SECTION 4 ONLINE BANKING (OPTIONAL)**

Customers should note that separate Online Banking Services are provided for Personal and Business accounts.

**4.1 Online Banking Account Details (PLEASE COMPLETE ALL THAT ARE APPLICABLE)**

Charging Account: <i>((The Charging Account is the account from which the monthly Online Banking tariff will be deducted. Please note these fees cannot be deducted from the New Life Savings Account))</i>
Charging Account Number:

**4.2 Online Banking Package (PLEASE INDICATE YOUR CHOSEN ONLINE BANKING PACKAGE)**

Customers opting for an Online Banking Service on this account, will be entitled to the Package 1 which allows customers to view, download and print statements.

New Life Savings Account customers will not be able to opt for Package 2 as transfers cannot be made from this type of Account.

**SECTION 5 COMMUNICATIONS**

**5.1 Communication Preferences (PLEASE COMPLETE ALL THAT ARE APPLICABLE)**

Contact <i>(NAME OF INDIVIDUAL TO RECEIVE BANK COMMUNICATIONS):</i>
Post <i>(GIVE ADDRESSES):</i>
Phone <i>(GIVE NUMBERS):</i>
Fax <i>(GIVE NUMBERS):</i>
Email <i>(GIVE ADDRESSES):</i>

**5.2 Regular Statements (PLEASE SELECT ONE)**

	By Post to the address above	By Fax to the number above	To collect from the bank office at _____
Daily			
Weekly			
Monthly			
Quarterly			
Annually			
No Statements			

(NOTE: ADDITIONAL STATEMENTS CAN ALSO BE REQUESTED AT ANY TIME)



## SECTION 6 DECLARATION

FOR PERSONS OF UNDER 16 YEARS A PARENT/GUARDIAN MUST SIGN.

I hereby confirm that:

1. the above details are correct and complete;
2. I have read and accepted the applicable Terms & Conditions for this account, and will operate the account in accordance with these Terms & Conditions, as set by the Bank of St Helena Ltd.
3. I understand and agree that should I opt for the Bank of St Helena Ltd's Online Banking Service that I have read and accept the applicable Terms & Conditions for Online Banking and any subsequent products or services, and will operate the Online Banking Account in accordance with these Terms & Conditions as set by Bank of St Helena Ltd.
4. I will promptly notify the bank of any changes in the above details.

Name:

Date:

Signature:

Signed on behalf of (WHERE APPLICANT IS UNDER 18):

MEASURES TO PREVENT CRIMINAL ACTIVITY: Bank of St. Helena Ltd reserves the right to conduct business in a manner which allows it to meet local and international obligations with regard to the prevention of criminal activities, including money laundering. Therefore, please note that: you may be asked to explain, and provide evidence to support that explanation, any transaction you request the bank to conduct on your behalf, or any transaction the bank has conducted on your behalf; the bank may decline to conduct a transaction on your behalf, without giving a reason; and the bank may be required to report any transaction you request it to conduct, whether or not it has agreed to conduct it, to the appropriate authorities, as required in the applicable legislation. The bank will attempt to minimise the impact of these requirements on its conduct of your transactions, and requests your cooperation in the operation of these procedures.



**SECTION 7 FOR BANK USE ONLY**

Approval of Application:	
Account Number Allocated and Opened by:	
Online Banking Service authorised by (If applicable):	
Online Banking Customer ID Number (If applicable):	
Date Processed:	
Account Authorised by ( <i>2 Signatures Required</i> ):	1.
	2.
Account Activated:	

Identity Verification (delete as appropriate):

- Existing customer (give account number(s) below)
- By documents (attach copies)
- By personal knowledge (name and signature below)

**ACCOUNTS WILL NOT BE ACTIVATED UNTIL SIGNED, ORIGINAL DOCUMENTATION IS RECEIVED BY THE BANK.**



**Bank of St. Helena Ltd.**

[www.sainthelenabank.com](http://www.sainthelenabank.com)

**Head Office: Market Street · Jamestown · St Helena Island · STHL 1ZZ**

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Established and regulated under the Financial Services Ordinance, 2008, the Financial Services Regulations, 2017 and the Company Ordinance, 2004