



## **About our Terms and Conditions Purpose Statement**

These terms and conditions (referred to as the General Terms and Conditions or Terms and Conditions – The National Bank of Samoa Products and Services) form part of the agreement between you and us when you apply for, or sign up to, become a Personal, Business, or Community-Based customer and/or any one of our Accounts, Credit Products or Services. This document lists the conditions to which you and we agree.

## **About our terms and conditions**

Your experience with The National Bank of Samoa Limited should be as simple and transparent as possible. We want you to be comfortable with our products and services, and you should be able to easily understand what you and we are agreeing to when you sign up to any of our Accounts, Credit Products or Services. In this document we give you simple explanations of some of our most commonly used words and phrases. We explain our general Account conditions and break them down into specific Accounts. We talk about terms and conditions for our Credit Products, and then explain specific details about our Overdraft, and other related lending services. Finally, we give terms and conditions for specific services, from internet banking through to Cards and international payments.

## **Statutory and Other Important Information**

Please refer to our General Disclosure Statement, a copy of which may be obtained from any branch or by visiting [www.nbsamoa.com](http://www.nbsamoa.com). Our lending criteria and transaction and service fees apply.

## **Operation of Terms and Conditions**

The terms and conditions governing an Account, Credit Product or Service are:

- (a) the General Terms and Conditions;
- (b) any specific terms and conditions contained within the General Terms and Conditions relating to that Account, Credit Product or Service;
- (c) any specific terms and conditions found elsewhere relating to that Account, Credit Product or Service; and
- (d) any terms and conditions set out in any application for a personal or business usage account.

They are to be read together and will form the entire terms and conditions for that Account, Credit Product or Service.

In the event of any inconsistency between the terms and conditions set out in this booklet and any terms and conditions specified in any application for a personal or business account, the terms and conditions set out in this booklet will prevail.

### **Changes to terms and conditions**

We may change terms and conditions at any time. Notice of any changes will be given with at least 14 days' notice (except where we are required by law to give more notice).

We will communicate these changes either in at least one of the following ways:

- (a) By direct communication; or
- (b) By displaying information in our branches; or
- (c) By notice in the media (including public notices); or
- (d) By notice on our website; or
- (e) By any electronic banking channel used by you.

### **Breach of terms and conditions**

If a Customer or Prospective Customer breaches any of the terms and conditions in this booklet, the Bank may demand due to the breach immediate payment of all money owing on an Account, Credit Product or Service held with us (including interest and fees owing) or take any other action the Bank deems necessary having consideration for the circumstances of the breach.

### **General Fees Information**

Transaction and service fee information for Accounts, Credit Products and Services and transaction fee exemption criteria (including the minimum Monthly Account balance required for transaction fee exemptions) can be obtained from the current Fees Brochure or by visiting [www.nbsamoa.com](http://www.nbsamoa.com).

We may change, and introduce new, fees and charges in respect of our Accounts, Credit Products and Services. These are available in the current Fees Brochure or by visiting [www.nbsamoa.com](http://www.nbsamoa.com).

We will give you at least 14 days' notice of any new fees or increases to fees. We may debit an Account with all fees and charges (including any statutory levies or taxes) that are payable in respect of an Account, Credit Product or Service.

### **Joint Accounts**

Two persons may apply to open a Joint Account. For the first Joint Account opened by the applicants, both applicants must sign the application, but each additional Joint Account opened by the applicants thereafter may be opened by one Joint Holder only. Each Joint Holder is jointly and individually liable for all obligations and liabilities arising in respect of the Joint Account.

We may require one of the Joint Holders of a Joint Account to meet these obligations without similarly requiring the other to do so.

Either Joint Holder acting individually may, amongst other things: appoint or remove an authorised signatory to the Joint Account; withdraw money from a Joint Account; set up payment authorities as permitted under the specific terms and conditions; renew a Joint Account for an additional term; open further Joint Accounts in joint names and/or close a Joint Account.

Both Joint Holders must authorise the appointment of another Account Holder to replace one of the Joint Holders. The new Account Holder must also accept his or her appointment in writing.

We do not offer personal Joint Accounts that require both Joint Holders to authorise transactions, and any instructions to that effect or in conflict with these terms and conditions or specific terms and conditions will not be effective. We may allow a trust, club, church organisation or community-based organisation to require two signatories to authorise a transaction on an Account.

### **Business Account(s)**

A business can apply to open an account with the bank, we will require all of the usual identification for the signatories if more than 1 person required to approve withdrawals from the account.

We will also require the certificate of incorporation for the business, as well as licenses that may be required to operate from the Ministry of Revenue, Central Bank of Samoa or both.

The account will be deemed to be invalid if the certificates are not updated, and a copy of this these are to be provided to the bank by the end of February each year.

If this information is not provided, the bank can close the banking facilities of the business. The business will indemnify the bank from any losses, pertaining to the operation of the bank account(s) if operated incorrectly or illegally.

### **Accounts with Approved Credit Products**

are individually liable;

(a) to comply with the terms and conditions of the Credit Product;

(b) for any balance outstanding; and

(c) for any cost of debt recovery, interest and fees that may accrue.

Both Joint Holders must authorise:

(a) a new Credit Product being established on a Joint Account; and

(b) any future increase in the Credit Limit of a Joint Account, unless the increase is offered by us.

Reductions in the approved Credit Limit can be authorised by either Joint Holder or by notice from us.

### **Acceptance of Phone, Fax, Email and Written Instructions**

We may accept, at our discretion, instructions about your Account, Credit Product or Service by phone, fax, email or written request (whether sent electronically or otherwise)

We can refuse to act on any phone, fax, email or written instructions in whole or in part for any reason. We may delay acting on any phone, fax, email or written instructions in whole or in part until we get confirmation of the instructions either through phone ID confirmation or by other means.

### **Liability**

We will exercise reasonable care and skill to ensure transactions are made as instructed. It is your responsibility to ensure there is always enough money in your Account. We will not be liable to you or any other party if instructions are unauthorised, forged or fraudulently given.

## **Your Indemnity**

To the extent permitted by law, you indemnify us against any losses, costs, claims or damages we incur from:

- (a) acting on phone, fax, email or written instructions for your Account, whether you have actually authorised them; or
- (b) not acting or delaying acting on phone, fax, email or written instructions for your Account, Credit Product or Service,

unless the action or omission to act is caused by fraudulent or negligent conduct by our employees or agents

## **Information Privacy, Use and Disclosure**

Our Privacy Statement is available from any branch and [www.nbsamoa.com](http://www.nbsamoa.com).

## **Anti-Money Laundering and Countering Financing of Terrorism, and Fraud**

We are not obliged to do or omit to do anything if it would, or might in our reasonable opinion, constitute a breach of any law or economic or trade sanctions or regulations applicable to us, including without limitation The Money Laundering Prevention Act (MLPA) 2007, Money Laundering Prevention Regulation (MLPR) 2009, Money Laundering Prevention Guidelines 2010, and the Counter Terrorism Act (CTA) 2014, and any regulations made under those pieces of legislation.

You must provide any information and documents that are within your possession, custody or control reasonably required by us for us to manage our anti-money laundering and counter terrorism-financing obligations and to comply with any laws. If you do not provide us with this information in the manner and timeframe specified by us, you agree that we may, without notice, refuse to establish a business relationship with you, delay, block, stop or refuse to process any transaction, or terminate your business relationship with us.

If we form the view that we are required to disclose information related to or connected with any Account to any person in order to comply with any laws, to the extent permitted by law, such disclosure will not breach any duty of confidentiality owed by us to you.

We may at our absolute discretion and without incurring any liability, terminate any Account and any other agreement between you and us where we determine we are required to do so under any law or economic or trade sanction by any country.

We may, without incurring any liability, delay, block, stop or refuse to process any transaction where we are required to do so under any law or economic or trade sanction by any country.

You acknowledge and warrant that, unless you have disclosed to us that you are acting in a trustee capacity or on behalf of another party, business or community-based organisation, you are acting solely on your own behalf when opening or operating an Account or service or undertaking any transaction with us.

If an Account is suspected or confirmed as being used for Fraud, Anti Money Laundering or the Financing of Terrorism, The National Bank of Samoa Limited may decide to enforce one or more of the following actions:

- (a) Place a temporary funds hold on the Account while the matter being investigated is clarified;
- (b) Seek an explanation from the Account Holder;
- (c) Repatriate the funds to the originator of the transaction
- (d) Educate or warn the Account Holder in writing and/or verbally;
- (e) Place a warning note on their Account and change their risk rating;
- (f) Place restrictions and limits on the Account;
- (g) Hold the person liable for the funds;
- (h) Close the Account;
- (i) Report the activity to the appropriate authorities including the Police and or Government agencies;
- (j) The Bank has the right to check Customer and Prospective Customer documents, including identification, bank statements or other financial records, as per The National Bank of Samoa Privacy Statement which is available from any branch or [www.nbsamoa.com](http://www.nbsamoa.com)

### **Interpretation and Definitions**

The following terms have the meaning given to them in the legislation from the laws governing the Independent State of Samoa (unless the context otherwise requires): “Credit Fee”, “Default Fee”, “Electronic”, “Electronic Communication”, “Payment”, and “Unpaid Balance”.

The following terms have the meaning given to them in the relevant Disclosure Statement: “Alteration Fee”, “Annual Interest Rate”, “Credit Limit”, “Default Interest Rate”, “Establishment Fee”, “Excess Credit Limit Fee”, “Facility Fee”, “Margin”, “Missed Payment Fee”, “Base Rate”, and “Unauthorised Overdraft Fee”

“**Account**” means At Call Accounts and Term Accounts as offered by us.

“**Account Holder**” means any Customer, including a Child Account Holder, and, in respect of a Joint Account, means the Joint Holders. In respect of a Business Account, means an account in the name of a business. For community or church or other such organisation accounts as approved by the bank, this means an account in their names.

“**App**” means the facility that allows you to access our Services through a Mobile Phone application and/or web applications for mobile phones and other devices. You can access the App by using your Customer Number, your Internet Banking Password and an App PIN selected for your device by you.

“**At Call Account**” includes Current Account, Business Account, 5 to Life Account, all community-based accounts as noted above.

“**ATM**” means an approved automatic teller machine.

“**Benefit**” means a benefit, either in respect of a particular Account or Service or otherwise made available to a customer which is not normally associated with any Account, or Service.

**“Benefit Package”** means any package or collection of Benefits which is deemed to be a Benefit Package, as determined at our sole discretion and is made available to specified qualifying Customers.

**“Business Day”** means any day except Saturdays, Sundays, or Samoan public holidays

**“Card”** means an EFTPOS debit card, or a Debit Mastercard®

**“Card Holder”** means the person to whom a Card is issued by us.

**“Child Account Holder”** means any Account Holder who is younger than 18 years.

**“Credit Product”** means Overdraft. Separate terms and conditions are available for other. National Bank of Samoa Limited Credit Products.

**“Current Account”** means the Current Account or the 5 to Life on Call Account (as applicable) in the name of the Account Holder or in the name of the business or community-based organisations.

**Customer”** means an individual, business or organisation that has applied for any Account, Credit Product or Service which has been approved by us, and, in relation to:

(a) an Overdraft, means an individual aged 18 years or over.

(b) an organisation, means an organisation who/which holds a Current Account.

**“Debit Mastercard®”** means a National Bank of Samoa Debit Mastercard or, as the case may require, such other scheme or branded card as may be issued to you from time to time under the User Guide and Terms & Conditions - Debit Mastercard.

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**“Digital Services”** means, as the context requires, Internet Banking and the App.

**“Disclosure Statement”** means the Disclosure Statement provided to the Customer in respect of a Credit Product.

**“EFTPOS”** means approved electronic funds transfer at point of sale.

**“Electronic Payment”** means automatic payments, bill payments.

**“VAGST”** means value added goods and services tax

**“Indemnity Form”** means the form that authorises and requests us to permit an Account Holder aged under 18 years to have full access to their Account and indemnifies us from any loss as a result of the operation of the Account by any person.

**“Internet Banking”** means the service whereby a Customer can access various services via the website address [www.nbsamoa.com](http://www.nbsamoa.com).

**“Joint Account”** means an Account provided to two persons, jointly and severally.

**“Joint Facility”** means a Credit Product or Service (as applicable) provided to two persons jointly and severally.

**“Joint Holder”** means a Customer who holds a Joint Account or Joint Facility.

**“Business Account”** means an Account provided to a business, and the business identifies and confirms who has the authority to operate this account.

**“Community Based Organisation Account”** means an account for a church, church based community group, or such other accounts as deemed to be community-based organisation accounts by the bank.

If more than 1 signatory is required to make transactions within this account, this must be specified at the time of the account opening. ‘

If there are any future changes to the signatories, then a letter signed by the current signatories must be signed. The new signatories then must provide, all relevant identification and documentation as the bank requires for the account to be operated.

**“Customer”** means a Customer of The National Bank of Samoa Limited, and “Customer” has the associated meaning.

**“Mobile Phone”** means the mobile phone corresponding to the Number (including any SIM card).

**“Month”** means the period from 8.00pm on the last day of a calendar Month to 7.59pm on the last day of the following calendar Month.

**“Nominated Account”** means an Account Nominated by the Customer as the Account to which a Service is attached.

**“Number”** means the phone number specified by you to us.

**“Overdraft”** means an agreement by us with the applicant(s) for their Current Account to be overdrawn up to an agreed Credit Limit under the terms and conditions set out in this booklet.

**“Password”** means the Password the Customer selects when they first register for Internet Banking

**“PIN”**, in relation to:

- (a) a Card, means the personal identification number allocated to or selected by the Card Holder;
- (b) Telephone Banking, means the personal identification Number allocated to or selected by the Customer for Telephone Banking; and
- (c) Internet Banking means the personal identification number allocated to the Customer for initial registration of Internet Banking.

**“Prospective Customer”** means an individual, business or organisation that has or have applied to open any Account, Credit Product or Service.

**“Service”** includes All Banking Facilities, Digital Services as per Digital Services T&Cs, Telephone Banking, and use of a Card, as offered by us.

**“Telephone Banking”** means the service by which Customers can access various services by touch-tone phone, using a PIN.

**“Term Account”** includes Term Deposits.

**“We, “Us”, “Our” or “Bank”** means The National Bank of Samoa Limited.

## **General Terms and Conditions for Accounts**

Terms and conditions in respect of Accounts are listed below are to be read together with:

- (a) the remainder of the terms and conditions contained in this document, including where applicable terms and conditions for specified types of Accounts;
- (b) where in respect of a Term Deposit Account, the Terms and Conditions - Term Deposits.

**Right to Decline** We reserve the right to decline any application to open an Account, or to accept any application in part only.

If for any reason we decline an application where money has already been paid into an Account, we will pay interest on each such deposit at the rates in force from the date we received the application for the period that the deposit is held by us.

If the account where the money has been deposited is an interest-bearing account.

**Opening an Account** A Customer may apply to open any Account offered by us at the time.

Every application for an Account must include any prescribed minimum initial deposit. We may waive any minimum initial deposit requirement at our discretion, and we reserve the right to vary minimum initial deposit levels and tiers.

For all business accounts we will require a copy of the valid and active, business licence from the Ministry of Revenue. We may also require additional documentation and information, to be provided at our discretion prior to the approval of any account facility.

For all community-based organisations as described above, we will require addition information prior to the approval of opening and account. This information can be obtained from any of our branch locations, or by visiting our website [www.nbsamoa.com](http://www.nbsamoa.com)

## **Deposits**

Deposits to an Account may be made by or on behalf of Customers. Where money is deposited to your Account by a person who is not the Account Holder or who does not have authority to act on the Account, we may request appropriate ID from that individual. If ID is not provided, we may refuse to accept the deposit. The appropriate application for deposits should be completed and lodged with us or our approved agents, or at such authorised places of deposit as may be approved by us. Payment in full must accompany all applications for deposits.

Deposits, other than in cash, will be deemed to have been received by us when they have been cleared in full through the banking system. We reserve the right to decline any deposit.



## **Withdrawals**

Withdrawals from an At Call Account may be made by any means authorised by us in respect of that Account.

Money can only be transferred from an At Call Account to an Account held at another bank or financial institution if we agree that transfers to an Account held at another bank or financial institution may be made from the relevant At Call Account.

Except as set out in the current terms and conditions for Term Deposits, money may only be withdrawn from a Term Account at maturity.

## **Payments Due**

We may debit an Account with the amount of any payment due to us by that Customer.

## **Electronic Payments**

We may make an Electronic Payment the Business Day before, when the payment falls on a non-Business Day. We may determine when and in what order Electronic Payments are debited from your Account.

We aim to process all Customer initiated electronic payments on the same Business Day if you make them before 10.30pm on that day or on the next Business Day if you make them after 10.30pm.

You must give us three Business Days' notice before setting up, altering, cancelling or suspending an Electronic Payment.

It is your responsibility to make sure that you have available funds in your Account to cover any payment. We may charge you a fee if this does not occur. If the payment is not made, it is your responsibility to ensure that the payment is made.

We may cancel an automatic payment authority without giving you prior notice when three or more automatic payments are not made due to insufficient funds in your Account.

We may make a payment from your Account without your permission if there is a legal requirement or a court or other authority tells us to do so.

We may block or delay Electronic Payments to or from your Account without your permission if we are required by law to do so, or if we believe the payment involves some form of fraud, money laundering or other criminal offence.

You are responsible for checking that the details of any payments made from your Account are correct. We may decline to send a Telegraphic Transfer/International Payment if we believe sending or delivering it may breach any Samoan or International law. If you make a payment from your Account, it may not be possible to stop or reverse the payment once it has been made. Payments can only be stopped in limited circumstances. If you want to stop a payment out of your Account you must tell us, and we will tell you if the payment can be stopped. We will make reasonable efforts to stop the payment. Except as otherwise provided in these terms and conditions or the Terms and Conditions - Digital Services, we will not be liable for any loss if a payment out of your Account cannot be stopped or has already been paid. A payment you have made in error may only be recovered from the Account it has been paid to with the consent of the Account Holder.

If we make a mistake when we deposit money into your Account, we can take that money back out of your Account. For example, if we make a duplicate payment by mistake, we can take out one of those deposits. Or, if we accidentally deposit:

- (a) an incorrect amount of money in your Account; or
- (b) money in your Account instead of someone else's Account because we've used the wrong Account number, we can take that money out of your Account.

### **Closing an Account**

We can close an Account at any time, in certain circumstances we may be unable to provide the reason why we have reached the decision to close the Account.

An At Call Account, Business, or Community Organisation account can be closed at any time by the Account Holder, or, in the case of a Joint Account, by one of the Joint Holders, after paying any money owed to us. An At Call Account will be automatically closed if:

- (a) ceases to be eligible to retain an account under the rules of The National Bank of Samoa Limited; or
- (b) the Account Holder dies (unless it is a Joint Account and there is a surviving Joint Holder); or
- (c) the Account Holder or a Joint Holder in respect of a Joint Account becomes bankrupt or is subject to a no assets procedure for the purposes of the Samoa Bankruptcy Act 1907 amended 2018 or
- (d) we request to do so by written notice.
- (f) when a business stops trading or becomes insolvent
- (g) when a community-based organisation ceases to function, is closed or falls outside of the banks policy concerning the function of that account.

A Term Account may be closed by the Account Holder, or, in the case of a Joint Account, by one of the Joint Holders, in accordance with the Terms and Conditions - Term Deposits.

### **Consequences if an Account is Closed**

If the Account has a positive balance, all money held to the credit of the Account (including any interest), after deduction of any money owing to us, will be paid at the direction of the Customer, business or community-based organisation or, in the case of a Joint Account, at the direction of one of the Joint Holders.

If the Account has a negative balance, all money owing to us in respect of the Account will become immediately due and payable.

### **Inactive Accounts**

If your account(s) haven't been used for 12 Months or more (no deposits or withdrawals) and are less than the required balance value, we will advise you that your Account(s) with us have become inactive. At 18 Months of inactivity, you may be charged an inactive Account service fee, and continue to be charged the fee for every six Months of inactivity thereafter.

If at 18 Months or more of inactivity, you have no money in your Account, or we believe any fees we charge will make your Account(s) overdrawn, we may close your Account(s).

## **Interest Rates**

We will determine the rates of interest payable on deposits, as shown on a current deposit interest rate sheet (available at any of our branches or at [www.nbsamoa.com](http://www.nbsamoa.com)).

In respect of an At Call Account, interest is calculated daily and is paid to your At Call Account as shown on a current deposit interest rate sheet. The period for calculating interest and determining when a withdrawal or deposit has been made on an At Call Account is a Month.

In respect of a Term Account, if we have agreed to add the interest you earn to the amount invested in your Term Account, you'll earn interest on that amount from that point on – this is called “compounding interest”.

## **Variation of Interest**

We reserve the right to vary the interest rate and the method of calculation, and to change the manner or date of crediting interest at any time, without notice, for an Account. Interest on money held in Accounts will thereafter be credited in accordance with the new rate, method of calculation, and manner or date of crediting. Any such new rates and methods of calculation will not affect applications already accepted by us during their contract period.

## **Overdrawing of Accounts**

Customers may apply for Credit Products on a Current Account, which may only be overdrawn to the limit of any Overdraft facility given by us in respect of that Account. Other Accounts may not be overdrawn.

Interest will be charged on the daily balance (or, if provided for by the terms and conditions of a Benefits Package, the specified part of the daily balance) of all amounts drawn, pursuant to an approved Overdraft limit. If any account is overdrawn and an approved Overdraft limit is not in force, we will calculate default interest on the daily debit balance.

is overdrawn beyond an approved Overdraft limit then in force, we will calculate default interest on the amount by which the daily debit balance (or, if provided for by the terms and conditions of a Benefits Package, the specified part of the daily balance) of the Current Account exceeds the agreed Overdraft limit. All interest charged will be debited to the Current Account on the last date of each Month in which the Current Account is overdrawn.

The current interest rate or rates on approved Overdrafts, and the default interest rate on Current Accounts that are overdrawn without our approval, are available at any of our branches or at [www.nbsamoa.com](http://www.nbsamoa.com). We reserve the right to vary any interest rate or default interest rate payable in respect of overdrawn Current Accounts. We will advise Customers of any such variation by specific advice to those affected.

## **How we'll Provide you with Transactional Information for Non-credit Accounts**

Transactional information for all Accounts held by an Account Holder is available via our Digital Services. Printable statements including past statements can be obtained via our Internet Banking service. Any statements accessed or issued through our Internet Banking service will be provided in accordance with the Terms and Conditions - Digital Services (which are available at [www.nbsamoa.com](http://www.nbsamoa.com)).

Except for Online Accounts, Account Holders may request a posted or emailed statement. Where a statement is posted a Posted Statement Fee may apply and the statement will be sent to the address nominated for that purpose. Account Holders are expected to notify us of any change of postal address.

### **How we'll provide you with Transactional Information on Credit Products and Facilities**

Transactional information for all Credit Products and facilities (Home Loans, Personal Loans) held by an Account Holder is available via our Digital Services.

Printable credit statements including past credit statements can be obtained via our Internet Banking service.

Any credit statements accessed or issued through our Internet Banking service will be provided in accordance with the Terms and Conditions - Digital Services (which are available at [www.nbsamoa.com](http://www.nbsamoa.com)). Where posted or emailed statements are required, they are posted the applicable Posted Statement Fee will apply.

### **Verifying Transactions**

- a. We recommend Account Holders check their Accounts carefully whenever they are accessed via our Digital Services or at least Monthly, to make sure the transactions entered are correct. We won't advise you when transactions are entered on your Account and are available to be viewed as we provide access to this information at any time via our Digital Services.
- b. If you believe there are errors or transactions you haven't authorised, let us know immediately. You'll need to give us information about the issue to enable us to investigate your concern. We'll respond to you promptly; if there are any delays we'll explain why and when you can expect an answer.
- c. The User Guide and Terms & Conditions - Debit Mastercard® apply to any transactions undertaken via a Debit Mastercard including the maximum 60-day time period in which transactions can be disputed from the date they occur.
- d. One year after a transaction has been entered against your Account (or 60 days in the case of a transaction via a Debit Mastercard) you accept that:
  - (a) The Account balance and that the transactions shown on your statement or through our Digital Services were authorised and are correct.
  - (b) To the extent permitted by law, and unless we've acted negligently or dishonestly, you agree you can't bring a claim against us for any losses or costs you or anyone else incur if the Account balance or transactions were not authorised or correct.
- e. You may still query transactions or balances older than one year (or 60 days in the case of a transaction via a Debit Mastercard) if you believe there are errors or transactions you haven't authorised. We'll work with you to help resolve the issue for you if possible. However, we won't accept any responsibility for any loss.

### **Accounts for Child Account Holders**

Transactions can only be made on an Account in the name of a Child Account Holder on behalf and for the benefit of the Child Account Holder, and the relevant Account(s) cannot be used by an adult signatory(ies) for their own personal benefit. If at any time this requirement is not met, we may, without notice, close the relevant Account(s).

The Adult signatory(ies) to a Child's Account may be required to indemnify us from any losses, costs, claims and damages arising directly or indirectly as a result of the operation of the Account or Service by any person(s), except in cases where the Bank has acted wrongfully or negligently.

### **Trusts**

All trustees must sign the Application for family trust membership form.

Each person who is a trustee of the Trust will be jointly and severally liable for all obligations and liabilities arising in respect to the Trust Account(s). We may require one of the trustees of the Trust to meet these obligations without similarly requiring the other trustees to do so.

The Bank must be immediately notified in writing of the resignation or appointment of any trustee(s) of the Trust. The continuing and any new trustee(s) will be required to provide or complete any documentation as required by us.

The Bank must be immediately notified in writing of the removal or addition of any beneficiaries of the Trust. The trustee(s) must provide or complete any documentation as required by us.

The Bank must be immediately notified in writing of any amendments to the trust deed of the Trust. The trustee(s) must provide or complete any documentation as required by us.

Each trustee will remain liable for all obligations after resigning as a trustee of the Trust, unless agreed otherwise in writing by the Bank.

### **Terms and Conditions for Specific Accounts**

#### 1. At Call Account

##### 1.1 Online Account

(a) An Online Account can only be accessed via Digital Services as per Digital Services T&Cs, Telephone Banking.

(b) Any transfer from an Online Account may only be made to another Current Account.

(c) This Account operates without Card access.

(d) Account statements are not provided for Online Accounts; however, a list of transactions is available via Internet Banking and Telephone Banking.

### **Current Accounts**

Terms and Conditions for Term Accounts are available from any branch or at [www.nbsamoa.com](http://www.nbsamoa.com).

### **General Terms and Conditions for Credit Products"**

A Credit Product in these Terms and Conditions means Overdraft. An Overdraft will be governed by the following Terms and Conditions (as applicable). Additional Terms and Conditions in respect of specific Credit Products (including Overdraft).

## **2. Availability of Credit Limit**

2.1 Overdrafts are available to Customers who have been approved to hold an Overdraft. Under no circumstances is any other person permitted to use that Overdraft.

2.2 The Credit Limit for an Overdraft will be determined by us. We may, at our discretion, agree to an increase in the Credit Limit or reduce the Credit Limit at any time. Notice of any increase in the Credit Limit will be provided or delivered to the Account Holder in accordance with the prevailing laws of the Independent State of Samoa.

2.3 The Credit Limit must not be exceeded. If the Credit Limit is exceeded, the Account Holder must pay us interest on the amount by which the Credit Limit is exceeded, at the Arranged or Unarranged Interest Rate, until the balance of the Account is less than or equal to the Credit Limit (including interest otherwise payable under clause 5.1 and 13.1). Arranged and Unarranged Overdraft interest in relation to an Overdraft will be debited to the current account, and will be charged at the same frequency and at the same times as interest is charged in accordance with clause 5.1 and 13.1.

## **3. Interest Charges and Payments**

3.1 For the purposes of calculating interest charges on the day an Account Holder makes a payment in relation to an Overdraft, the end of the day is the time one hour before the time at which the Account Holder makes that payment.

3.2 We may change the Base Rate and/or the Margin (with the result that the Annual Interest Rate and the Default Interest Rate may also change). We may also change when a payment is to be made and/or the frequency or number of such payments and any credit fee or default fee payable under a Credit Product. Any change will be provided to the Account Holder by notice.

## **4. Termination**

4.1 An Overdraft will be terminated by us in any of the following circumstances:

- (a) on the death or bankruptcy of the Account Holder (or one of the Joint Holders, if applicable);
- (b) if the Account Holder (or one of the Joint Holders, if applicable) ceases to be eligible to retain an account under the rules of The National Bank of Samoa Limited;
- (c) in the event of a default by the Account Holder (or one of the Joint Holders, if applicable) under any other Account or Overdraft or Service;
- (d) in the event of the release of any security held by us in respect of a Credit Product or Account or Service; and
- (e) if we determine in our absolute discretion, by written notice to the Account Holder(s).

4.2 The Account Holder (or one of the Joint Holders, or business if applicable) may terminate the Overdraft at any time by giving written notice of termination to us and paying us the entire unpaid balance (including interest and other amounts accrued and owing at that time).

## **5. Disclosure and Other Notices**

5.1 We will provide statement(s) of Account in accordance with the requirements of the laws of the Independent State of Samoa.

5.2 Without limiting the methods of disclosure allowed under the laws of the Independent State of Samoa, the Account Holder consents to all forms of disclosure from us electronically (including accessing Disclosure Statements via email). The Account Holder acknowledges that they have imposed no conditions regarding the form of the information or the means by which the information is produced, sent, received, processed or stored. Disclosure will be sent electronically from us to the email address provided by the Account Holder.

Unless we otherwise advise the Account Holder in writing, we do not consent to cancellation or other notices being given by the Account Holder to us electronically.

5.3 We may give notices in respect of an Overdraft by sending it by post to the place of residence or business of the Account Holder last known to us, or by providing it by any other means described in clause 5.2. Where the Account Holders of a Joint Facility have the same residential address, Disclosure Statements given or sent to one Account Holder will be deemed to be given or sent to both Account Holders.

5.4 Account Holders must promptly advise of any change of contact details (including email addresses and phone Numbers).

## **6. Place of Payment**

All payments made to us in respect of an Overdraft (whether for principal, interest or other charges) must be made to any branch unless we state otherwise. In relation to an Overdraft, we may debit the Current Account, or any other account with a credit balance for the amount of any payment.

## **7. Certificate**

A certificate signed by an officer of The National Bank of Samoa Limited stating the unpaid balance owed by an Account Holder under a Credit Product will be evidence of the amount owing at the date of the certificate (unless the Account Holder can otherwise demonstrate). This certificate will not affect the Account Holder's liability for any further amounts that are not included in the certificate but are owed by the Account Holder.

For all outstanding amounts from any other credit products, such as but not limited to 1<sup>st</sup> registered mortgages, personal loans or any other form of lending which the bank has provided to the individual, joint holder or business.

The same process will apply.

## **8. Indemnities**

The Account Holder indemnifies us in respect of all costs and expenses (solicitor's fees on a solicitor/client basis and VAGST) incurred by us in connection with the processing and administration of an Overdraft, and any other form of lending in the event of any default and in the recovery or attempted recovery of any money owing by an Account Holder. The Account Holder must pay all amounts upon demand by us.

## **9. Limitation of Liability**

We are not liable for any loss or damage (including consequential loss) resulting from use or attempted use of, or the reliance by any person on, an Overdraft or any other form of lending product.

## **Terms and Conditions for Overdraft**

### **10. Interest and Fees**

10.1 Interest will be charged at the Annual Interest Rate, calculated daily on the unpaid balance (or, if provided for by the terms and conditions, the specified part of the daily balance) at the end of each day, and is accumulated to the Account Holder's Overdraft on the last day of each Month during which the Overdraft was used.

10.2 The following fees may be payable for an Overdraft:

- (a) an Overdraft Establishment Fee – when it is established;
- (b) an Overdraft Limit Increase Fee - when a change is made to increase the amount of the Credit Limit;
- (c) an Overdraft Facility Fee, which will be debited to the Account Holder's Current Account, Electronic Account or Smile on Call Account Monthly, from the date of establishment;
- (d) a Posted Statement Fee - if applicable will be charged when the statement is issued;
- (e) any other applicable credit fee and or default fee that may apply to the Overdraft; and
- (f) an Unauthorised Overdraft Fee, which will be charged in respect of each Monthly period that the Unarranged Overdraft amount remains outstanding, or Credit Limit is exceeded.

### **General Terms and Conditions for Services**

A Service will be governed by the following terms and conditions (as applicable). Additional terms and conditions in respect of specific Services (including Card, Telephone Banking, Internet Banking) listed later in this booklet are to be read together with these general terms and conditions.

The Account to which any Service is attached will continue to be governed by the applicable terms and conditions for that Account. Where there is any inconsistency between the applicable terms and conditions for that Account and the terms and conditions found in this section, the terms and conditions found in this section will apply.

### **11. Availability of Services**

Services are available to Customers where we authorise a Service to be attached to one or more of their Accounts and, where applicable, where the PIN relating to that Account has been allocated and recorded by us. Under no circumstances is any other person allowed to use that Service.

### **12. Use of Services**

We may cancel a customer's authority to use any Service or decline any request for transactions using any Service, without giving prior notice to the Customer.



### **13. Nominated Account**

13.1 Each transaction using a Service will be made through a Nominated Account. If the Nominated Account is a Joint Account, Business, Community-Based or any Account that involves more than one party or requires the signature of more than one party, then, despite any differing agreements, all Account Holders on that Account are jointly and severally liable. Any transaction under the Nominated Account using a Service will be the same as if all necessary authorised signatories had requested that transaction.

13.2 All transactions made on the Nominated Account using a Service must be made in accordance with the terms and conditions relating to that Nominated Account. All transactions made by using a Service will be debited or credited to the relevant Nominated Account.

### **14. Personal Identification Number (PIN) and Passwords**

14.1 A Customer will be allocated a different PIN in relation to a Card, Telephone Banking and Internet Banking. Where PINs and Passwords are issued to you personally, we must be satisfied with your identity before allowing Cards to be issued to you or before you are given access to other PIN or Password operated services.

14.2 A Telephone Banking PIN can be changed by the Customer through Telephone Banking. A Customer must change their Internet Banking PIN to a Password of the Customer's choice on the first time a Customer uses Internet Banking. Subsequent Password alterations can be made through Internet Banking.

14.3 If a Customer nominates their own PIN, the Customer must select a suitable PIN. Unsuitable PINs or Passwords include:

- (a) birth dates, Months or years;
- (b) sequential numbers (e.g., 3456);
- (c) number combinations that may be easily guessed (e.g., 1111);
- (d) parts of your telephone number;
- (e) parts of numbers in the order in which they are printed on any of your Cards;
- (f) other easily accessible personal data (e.g., driver licence, locker number or other numbers easily connected with you); and
- (g) family, pet or street names.

14.4 A Customer must safeguard their PIN or Password. For instance, you must:

- (a) memorise your PIN or Password;
- (b) not record your PIN or Password anywhere;
- (c) not disclose your PIN or Password to anyone (including the police, bank staff or your family);
- (d) ensure any authorised signatories on your Account keep their own PINs or Passwords secure;
- (e) take care to ensure no one can see you enter your PIN at ATMs or when using EFTPOS; and

(f) report the disclosure or possible disclosure of your PIN or Password as soon as you are aware or suspect your PIN or Password has been disclosed.

14.5 Customers should consider using a different PIN or Password for different Cards or equipment.

#### 15. Notification of Loss, Theft or Unauthorised Use

15.1 In respect of a Service (as applicable), the Customer must immediately notify us by telephone, email (or other electronic means) or by visiting a branch, if:

(a) the Customer's Card is lost or stolen or the Customer suspects that another person has used the Card; or

(b) the Customer's PIN notification is lost or stolen or the Customer suspects that another person has gained knowledge of the PIN/Password; or

(c) the Customer's Mobile Phone is lost or stolen, or the Customer believes another person has gained access to the Mobile Phone; or

(d) the Customer has reasonable grounds to believe that their Mobile Phone or Phone Number is/has been allocated to another person; or

(e) any unauthorised transactions appear on the statements of the Nominated Account.

15.2 If any of the events in clauses 15.1 occur, we will take such action as we consider necessary, including (but not limited to):

(a) stopping access to Telephone Banking; or

(b) stopping access to Digital Services; or

(c) stopping access to the Nominated Account of the Customer to which the Card is attached.

15.3 If an event in clause 15.1(b) or 18.1(c) occurs, the Customer must also immediately (if unable to contact us) terminate the Number with the mobile provider. The Bank will not be liable for any transactions that occur through their Mobile Phone Number if the Customer does not advise us of these.

15.4 The Customer will exercise all possible care to prevent the occurrence of any of the events specified in clause 15.1 and, in relation to Internet Banking, will be always responsible for keeping the Mobile Phone safe and secure.

15.5 The Customer will remain liable for all transactions made by any unauthorised person or persons prior to immediate notification, in the manner referred to in clause 15.1, being received by us.

#### 16. Withdrawals

16.1 The Customer must not make any withdrawal, transfer or payment from any Nominated Account exceeding the credit balance of that Account, or any approved limit in terms of a Service, unless prior arrangement with us has been made. Application for any such arrangement can be made at any branch.

16.2 If a Customer withdraws, transfers or makes a payment from any Nominated Account exceeding the credit balance of that Account or an approved limit, we may demand all money owing on that Account be paid. If the Customer does not repay the amount owing within 10 Business Days, we may close the Customer's Service (without affecting any other rights we are entitled to).

16.3 We may limit the maximum amount which may be withdrawn from any Nominated Account over a specified period.

### **17. Termination of Services**

If a customer closes all their Accounts, all Services will automatically terminate. We may suspend or terminate any Service without prior notice if the Customer has breached the General Terms and Conditions, or we learn of the death, bankruptcy or lack of legal capacity of a Customer or we determine that there are good grounds to do so (including without limitation where we are aware of the existence of a dispute).

### **19. Limitation of Liability**

In respect of a Service (wherever applicable), we will not be liable for any losses, costs, claims or damages suffered by or caused to a Customer or any person except where the Bank has acted negligently or wrongfully, and except where the Bank is liable under the laws of the Independent State of Samoa.

- (a) failure of a Card, an ATM, or EFTPOS terminal or any electronic funds device to operate properly; or
- b) theft or loss of any Card or PIN notification; or
- (c) the use or attempted use of, or the reliance by any person on, any Service; or delay in receipt or the non-receipt of money remitted in terms of an instruction received through Telephone Banking, Internet Banking or Digital Services; or
- (d) any unauthorised use of the Mobile Phone or the Number; or
- (e) us acting on any instructions received by us under any Service; or
- (f) any error, default, delay, inability, or refusal by us to act on any instructions; or
- (g) any loss or disclosure of any information/ instructions; or
- (h) any unauthorised access by any other person to any information/instructions given by the Customer, or any other breach of confidentiality; or
- (i) any breach of the General Terms and Conditions.

### **Terms and Conditions for Specific Services**

#### **19. Cheque Book**

If an individual, joint parties, business or community-based organisation applies for an account which can operate a cheque book, this will need to be approved by the bank and the customer agrees to comply with the following conditions;

- (a) A cheque will only be issued by the customer, for an amount not to exceed the current balance of the account.

- (a) If a cheque is presented that it is over the amount of funds that are in the customers, business or community organisations account this cheque will not be honored by the
- (b) If more than 1 signatory is required by the joint, business or community-based organisation, this must be advised at the time of application for the facility.
- (c) Any changes to the signatories to this facility, must be provided in writing with the agreement of the previous signatories.
- (d) All parties that retain a cheque book indemnify The National Bank of Samoa, from any losses which may occur due to incorrect or illegal use of this facility.
- (e) The bank reserves the right to cancel this facility with no notice, if policies and procedures are breached or the party becomes insolvent or bankrupt.

## **Card 20.**

Use of Card 20.1 Subject to the conditions noted below the Card may be used:

- (a) as identification at any branch for transactions;
- (b) for use of ATM and EFTPOS facilities following approval of an application for ATM and EFTPOS use and allocation of a PIN; and
- (c) And for Debit Mastercard® to make purchases remotely, online and over the phone.

20.2 The Card Holder must, immediately after being issued with the Card, sign it in the place indicated and will always be bound by these terms and conditions when using the Card.

20.3 The Card may only be used by the Card Holder and under no circumstances should the Card Holder give up possession of the Card, except in accordance with clause 20.4.

20.4 The Card will always remain the property of The National Bank of Samoa and the Card Holder agrees to cut the card up or return the Card to us after:

- (a) being notified by us of the cancellation of the Card; or
- (b) the closing of the Nominated Account to which the Card is attached.

23.5 The Card Holder may not use the Card after the end of the period for which it is stated to be valid.

20.6 ATM and EFTPOS is normally available for your use 24 hours a day, seven days a week. However there might be times when this is unavailable due to technical issues or for maintenance purposes. In these circumstances we will do our best to notify you by way of notification on our website. However, we may on occasion need to change availability of the service without notice. We reserve the right to do this without prior notification to you.

20.7 We may charge for the issue or reissue of the Card, or PIN, and/or for transactions using the Card, subject to prior notice of the Card Holder.

## **21. Purchases**

When a Card Holder uses their Card to purchase goods and services, the Card Holder is giving us authority to debit the purchase amount to the Nominated Account.

## **Telephone Banking**

### **22. Use of Telephone Banking**

22.1 Telephone Banking operates by Customers telephoning the number(s) advised by us using a touch-tone telephone in accordance with Telephone Banking instructions.

22.2 When making Telephone Banking bill payments, the Customer is responsible for correctly advising the name and address of the payee and/or any Account number, and we are under no obligation to verify those details.

22.3 We are not deemed to have accepted any Account query or instruction until the Telephone Banking voice advises the Customer that we have processed the request.

22.4 Customers calling Telephone Banking from a Mobile Phone or from overseas must meet the cost of the call.

22.5 Telephone Banking is normally available for your use 24 hours a day, seven days a week. However, there might be times when this is unavailable due to technical issues or for maintenance purposes. In these circumstances we will do our best to notify you by way of notification on our website. However, we may on occasion need to change availability of the service without notice. We reserve the right to do this without prior notification to you.

## **Digital Services**

### **23. Use of Internet Banking and App**

Terms and conditions for use of Digital Services are available at [www.nbsamoa.com](http://www.nbsamoa.com). If the terms and conditions set out in this booklet are inconsistent with the Terms and Conditions - Digital Services, the Terms and Conditions - Digital Services will prevail.

### **24. Use of Debit Mastercard<sup>®</sup>**

Terms and conditions for the use of a Debit Mastercard are available from any branch and [www.nbsamoa.com](http://www.nbsamoa.com). If the terms and conditions set out in this booklet are inconsistent with the User Guide and Terms & Conditions - Debit Mastercard<sup>®</sup>, the User Guide and Terms & Conditions - Debit Mastercard<sup>®</sup> will prevail.

Mastercard is a registered trade mark and the circles design is a trade mark of Mastercard International Incorporated.

### **25. International Payments/Foreign Exchange (FX)**

Terms and Conditions for sending and receiving International Payments/Foreign Exchange (FX) are available from any branch and [www.nbsamoa.com](http://www.nbsamoa.com)