



Personal Banking Terms & Conditions

How can we contact you.

We may contact you by mail, telephone and electronically via email using the contact information you have provided to us.

You must tell us if your name or contact details change. If you do not tell us, we will not be responsible if we cannot contact you or send confidential information to an old mailing or email address.

We never ask for details about your account, security details or any confidential information by email. Do not reply to an email asking for this information.

Electronic Communications

You consent to us giving you any documents, notices and communication.

Where there are joint account holders. If the most recent email address we hold for two or more such joint account holders is the same any document, notice or communication sent to that email address is to be treated as having been given to all of these joint account holders.

This section is also encompassing community-based organisations, such as churches, community groups etc. In where there is more than one signatory on the account.

You agree that any such electronic communication is dispatched by us and received by you at the time it is uploaded to the relevant system.

Any such documents, notices and communications will be in the commonly used format (for example PDF) and will be accessible by commonly used software.

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Meaning of words, we have used.

Device: - **Anything** such as a card, mobile phone or computer, or other device that you can use on its own or in combination with your security details to access your account or to give us instruction,

Security Details: Details you must use to make an instruction, confirm your identity or access as device for example password, security code or PIN.

Working Day: Monday – Friday (except public holidays)

Section A – Our agreement with you

This agreement.

Is between	you and us (The National Bank of Samoa Limited)
applies from	when you apply for or use an account or service
contains	the terms for your accounts and for our overall relationship with you for personal banking services. We have different agreements for customers who are not personal customers. These terms and conditions do however cover community-based organisations.
Is made up of	the general conditions in this document and specific conditions, which are The interest rates, fees and charges, and other terms, that apply to a specific account or service. We give these to you when speaking to you or in documentation such as application forms, letters brochures or visit our website www.nbsamoa.com and in our Guide to Fee document.

Section B – Opening and operating an account.

1. Opening an account.

- 1.1 To open an account, or apply for a service, we may require you to complete an application form.
- 1.2 You will be required to provide proof of your identity, to open your account. You may be required to provide this proof at other times too, for example, when you deposit or withdraw cash from your account.
- 1.3 You, may not be eligible for some of our accounts and services or some of the features that they have. If we decline to provide you with an account or service, we don not need to provide you with a reason why.

2. Operating an account

- 2.1 We assume that we are dealing with you and will act on instructions without further confirmation. if we have checked your identity, for example in one of the following ways:

Ways to instruct us	Identity check
In person in a branch	Evidence of identity or use of a device with security details
In writing	Your signature
Telephone, Internet or Mobile Banking or using a device	Use of your security details

We may introduce other was to check your identity from time to time.

3. Keeping your account secure

3.1 We will do all we reasonable can to prevent unauthorised access to your accounts and to make sure they are secure.

3.2 you must:

- not let anyone else use any device or security details;
- not let anyone else give instructions or access information on your account unless they have a separate agreement, with us or you have authorised them to operate your accounts for you;
- keep your device secure, and;
- do all you reasonably can to prevent anyone else from finding out your security details (for example, do not choose obvious security details, write your security details down, or let anyone see you enter your security details).

3.3 You must tell us as soon as possible if you;

- think any device or security details have been lost, stolen, damaged or are being misused; or.
- think someone can access your accounts without your authority or has discovered your security details.

3.4 You must provide us any information and help we reasonable ask for to deal with misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass on relevant information on to other banks to those involved in processing card payments, or to the police or other authorities.

4. Statements

4.1 unless we have otherwise agreed with you, we will make a statement available;

- at least every 6 months;
- if we have already made a statement available to you, we will charge you for a duplicate.

Checking your statements

You are responsible for regularly statements and other account information we provide you. let us know as soon as possible, and at least within 90 days of receiving your statement, if you believe there is an error or an unauthorised transaction.

We will correct any errors we have made as soon as reasonably possible after becoming aware of them.

Section C – Payments into and out of your account

5. Payments into your account

- 5.1 When payments show in your account and when they are available to you depends on a number of factors including the type of account, type of payment, when the payment is made and when the payments have cleared.

Type of payment:	It will show in your account:	You can use it:
Cash deposit at a NBS Branch	Immediately	Immediately
A NBS cash cheque going into an NBS account.	Immediately	Immediately
Have rec A NBS cheque in persons name	3 working days	3 working days
Other banks cheques	5 working days	5 working days
Transfer of funds Between NBS accounts	Immediately	Immediately

2. Our Foreign Exchange Terms and Conditions apply to foreign payments you receive. A copy of these terms and conditions are available at www.nbsamoa.com.

6. Reversal of payments into your account

- 6.1 If we reasonably believe that you have received a payment into your account, and then transferred or have withdrawn in funds that payment; knowing (or you should have known). That the payment into your account, was not made by the true owner of the funds, we may without giving you prior notice take money from your account for the value of the payment. We may use money; you have in any of your accounts with us including any joint accounts.
- 6.2 There may be other circumstances where we may reverse payments paid into your account, such as when we or other banks has made an error, the payment was not authorised by the payer, or we are required to do so by the law or to comply with Samoan or international sanctions regime. We do not have to ask you to agree with this, but we will let you know if this happens.

7. Payments out of your account

- 7.1 We may refuse to make a payment, if you have insufficient funds in your account to cover it or for any reason in condition 12.1. If we do not make a payment due to insufficient funds, it is your responsibility to make sure the payment is subsequently made.

- 7.2 We may make a payment out of your account, without your permission if there is a legal requirement, or a court or other authority tells us to do so. We may refuse to make a payment out of your account if we reasonably believe that doing so may cause us to breach a legal requirement.
- 7.3 We may determine the order in which we make payments from your account.
- 7.4 Payments made through our EziNet service, are subject to a maximum daily limit. The current limit is \$2,000.00 per day, this may change from time to time.
- 7.5 Our Foreign Exchange Terms and Conditions apply to foreign payments you make or receive. A copy of these terms and conditions is available at www.nbsamoa.com.
- 7.6 You are responsible for checking the payment details that you provide to us are correct. take extra care when you are typing in details into internet banking. We are not liable if your payment is delayed, not made, or sent to the wrong person because you gave us the wrong details, or due to any other circumstances beyond our reasonable control.
- 7.7 It may not be possible to stop or reverse payments once they have been made. We can only recover a payment from the account it has been made to in error with the consent of the account holder. We will use reasonable efforts to recover the payment, and, if we manage to do so, we may charge you our reasonable costs of doing so.

8. Using your EFTPOS card for payments.

- 8.1 if you use your card to withdraw cash, we will take the funds from your account on the same day you withdraw the cash.
- 8.2 There are limits on how much you can withdraw from the ATM using your NBS gold card, this is set at \$2,000.00 per day which may change from time to time.
- 8.3 We are not responsible if, you are unable to withdraw funds from an ATM.

9. Refusing to act on an instruction or suspending your account

- 9.1 We may refuse to make a payment or let you withdraw cash or suspend your account or any service. If:
- you do not have funds available to make a payment or you have exceeded a limit we have applied to your account or card, (such as a daily limit for withdrawals at ATM(s);
 - the payment instructions are not clear, or you have not provided us with all required details;
 - we reasonably believe or suspect carrying out your instruction will; give rise to the cause of action against us.
 - the payment seems unusual compared with the way you normally use your account;
 - we learn of your death, bankruptcy or other act of legal capacity;

- we learn that you have committed an act of bankruptcy, or that a petition has been presented for your bankruptcy, or that you have applied for or are subject to any personal insolvency procedures or proceedings;
- we are notified by another party to your account of a dispute over either the ownership of funds or the operation of the account;
- we reasonably believe that someone else may have rights over the money in your account;
- we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently’;
- there is a legal requirement or court, or other authority tells us to act in that way;
- we reasonably believe or suspect that you, or payments in or out of your account maybe subject to or have direct or indirect connection to a Samoa or any international sanctions regime, sanctioned person, or sanctioned activity;
- you or any person you authorise to operate your account do not meet our identification requirements at any time, or
- we consider we have other reasonable grounds to do so.

9.2 Where we suspend operation of your account, we will continue to make your loan deduction payments and any amounts owing to us.

9.3 Unless the law prevents us, where we refuse to carry out an instruction or suspend operation of your account, we will advise you as soon as reasonably possible.

Section D – Interest and Charges

10 Interest

10.1 On some accounts, we pay interest on amounts we hold for you. We calculate the interest on a daily basis and pay the interest monthly by crediting it to your account. You can find out our current interest rates at www.nbsamoa.com.

11. Charges

11.1. Our guide to fees document contains our fees and charges for accounts and services. You can also find them on www.nbsamoa.com.

11.2. We may deduct from your account fees and charges, and any amounts owing to us, including:

- fees and service charges
- any expenses we reasonably in connection with your accounts;
- interest when you exceed your agreed borrowing limit or when your accounts become overdrawn, with or without prior agreement with us; and ‘
- interest on unpaid interest

- 11.3 We may take any interest and charges you owe us from the same account, or from any other account, you have with us.

Section E – Overdrafts

12. Overdrafts

- 12.1 We may agree to give you an overdraft on your transactional account.
- 12.2 Overdrafts are repayable on demand. This means we can ask you to repay all or part of it or reduce the limit at any time. We will give you at least 30’ days’ notice unless, we need to take action sooner to protect our interests.

13. Arranged overdrafts

- 13.1 An arranged overdraft is an overdraft up to a limit we agree in advance. When you apply, we will give you the terms specific to your overdraft.
- 13.2 If there is any amount overdrawn on your account on the date we give you an arranged overdraft, that amount will be repaid in full and then re-advanced under your arranged overdraft.
- 13.3 You may draw and pay within your overdraft limit more than once and redraw amounts paid.
- 13.4 If you exceed your overdraft limit at any time, this becomes an unarranged overdraft. You will be charged interest on the amount in excess, of your arranged overdraft at our unarranged overdraft rate. We will charge you a monthly unarranged overdraft fee, until you repay the amount in excess of your arranged overdraft limit in full. You will be required to pay this interest and fee, without notice or demand from us. Please refer to our Guide for Fees for this fee and to www.nbsamoa.com for our unarranged overdraft rate.
- 13.5 We will charge the interest at the annual interest rate on the daily overdrawn balance. Interest rates are available at www.nbsamoa.com. We calculate interest based on the number of days elapsed and a 365-day year.
- 13.6 We will charge an establishment fee at the establishment of your overdraft. Please refer to our Guide for Fees for these fees.
- 13.7 We will debit interest to your account on the 1st business day of each month.
- 13.8 You can cancel your overdraft at anytime by contacting us. See the “How to contact us” section. You will need to repay the debit balance of your account, immediately and pay interest and fees on the debit balance of your account for the period from the date; of the first drawdown under the overdraft until the date you have repaid the debit balance in full.

14. Unarranged overdrafts

- 14.1 If you try to make a payment out of your account and you do not have the available funds, or your account becomes overdrawn because we have added charges, we will treat this as a request for an unauthorised overdraft. Whether we agree to your request or not, will depend on your personal circumstances.
- 14.2 We will charge interest at our unarranged overdraft interest rate. Interest rates are available at www.nbsamoa.com. We will calculate interest daily and charge it to your account monthly. We will calculate interest based on the number of days elapsed and a 365-day year.
- 14.3 We will charge a monthly unarranged overdraft fee. Please refer to our Guide to Fees for this fee.
- 14.4 We will debit interest and the monthly unarranged overdraft fee, to your account on the 1st business day of each month.

Section F – Joint accounts

15. Operating joint accounts

- 15.1 Unless that you have specified two or more joint account holders are required to operate your joint accounts, we will make payments, allow withdrawals, close an account, give information or do anything else we are asked to do by anyone of you.
- 15.2 If you have specified that two or more joint account holders are required to operate your joint accounts, those joint account holders must together give us instructions on your joint accounts. There are, however, limited maintenance functions that any one of you may do independently of the others, for example, requesting information on transactions and ordering as statement.
- 15.3 If you have EziNet banking and your account requires two signatories to make a withdrawal, the EziNet banking service will only give you a view to access statements and not to complete transfers.
- 15.4 Each of you is individually responsible for complying with the terms of this agreement. If any one of you does not comply with the terms, we can take action against any or all of you alone or together.

16. Information and notices.

- 16.1 We may give any information about your joint account to any one of you. We can also rely on information given to us by any one of you about the others.
- 16.2 A notice we send to one of you will count as a notice sent to all of you. You appoint each other joint account holder as your agent to receive, notices, disclaimers and other communications on your behalf. The joint account holder receiving the disclosures, notices and other communications received these on behalf of the other account holders. You may terminate the appointment by notifying us.

17. Changes to joint accounts

- 17.1 When this agreement ends (or your account is closed), we may pay or transfer money we hold for you under this agreement (or in the account) to any one of you.
- 17.2 If you want to change the joint account holders or authorise someone else to operate the account, other than where a joint account holder requests to be removed as an account holder, you must agree to this.
- 17.3 If we become aware of a dispute between you, we may take steps to prevent any of you giving instructions or using the account individually until the dispute has ended.
- 17.4 If one of you dies, we may continue to act on the instructions of the remaining joint account holders.

Section G – Authorising others to operate your accounts.

18. How someone else can operate your accounts.

- 18.1 You may authorise someone else to operate your account by;
- signing a form, we give you or
 - showing us a power of attorney, which authorises the attorney to operate your account.

We will need to sight the original and signed power of attorney, which must be correctly authorised and signed by a lawyer.

- 18.2 Any person you authorise to operate your account, will be required to provide proof of their identity to the bank's satisfaction.
- 18.3 In certain circumstances the law may require us to allow someone else to operate your account, (for example, if you become incapacitated or bankrupt, or in the event of your death). Any authority to operate or powers of attorney that you may have given may, become ineffective.
- 18.4 We will not be responsible for an act (or failure to act) of anyone you or the law authorise to operate your account.

Section H – Making changes to this agreement.

19. What we can change

- 19.1 We may change any of the general conditions in this document and any specific conditions, which are the interest rates, fees and charges, and other terms, that apply to a specific account or service.
- 19.2 We cannot change terms that we tell you are fixed, such as interest rates that are fixed for a set period.

19.3 We may at any time add to or withdraw, any of the accounts or services we offer. Where you have an account that we are withdrawing, we will offer you another account instead. You can choose to close this account or switch to another account we offer (subject to account opening criteria) at any time.

19.4 If you do not want to accept any change we make, you can close your account or end your relationship with us.

20. How and when we will tell you about a change.

20.1 When telling you of a change to this agreement, we will;

- give you at least 14 days' notice of the change, and ;
- communicate such change, either by direct communication, by display in branches, by notice in the media (including public notices), by notice on our website.

20.2 We do not have to give you advance notice if we need to make changes to immediately restore or maintain the security, of a system or individual facility. Including the prevention of a criminal activity, including fraud.

20.3 We may change our interest rates at any time without advance notice. We will communicate such changes, either by direct communication, by display in branches, by notice in the media (including public notices), by notice on our website.

Section I – Responsibility for loss

21. Your responsibility

21.1 You are responsible for all liabilities relating to your accounts, and your relationship with us and indemnify us against these liabilities.

Section J – Overdue amounts

22. Overdue amounts

22.1 If any money you owe us (for example on a loan, overdraft or otherwise) is overdue for payment, we may use any money you have in any of your accounts to reduce or repay (by way of off-set or otherwise) what you owe us. We may use any money from accounts in your name as well as joint accounts you hold with another person. For this purpose.

- money may be transferred from one account to another;
- any number of accounts may be treated as one;
- term deposits may be broken

We may do this without prior notice, but we will inform you once we have done it.

22.2 You must pay, on request, any costs reasonably incurred by us to recover money you owe us, which is overdue for payment (for example, collection costs).

Section K – Ending the agreement or an account or service.

23. Ending this agreement, an account or service.

- 23.1 This agreement will continue until you or we end it.
- 23.2 You may close an account, end a service and where all accounts are closed and a services ended, end this agreement by advising us at any National Bank of Samoa branch.
- 23.3 We may close an account or end any service by writing to you and giving you 14 days’ notice. Where all accounts close and services ended, we may end this agreement by writing to you and giving you 14 days’ notice.
- 23.4 We may close an account or end any service (and where all accounts are closed and services ended end this agreement) immediately, if;
- you are, or we reasonably consider you may be, using or obtaining or allowing someone else to use or obtain, a service or money illegally, acting fraudulently or unlawfully or behaving improperly (for example, in a threatening or abusive manner):
 - we reasonably consider that you have failed to comply our Acceptable Use Policy.
 - we reasonably consider that by continuing the agreement, we may breach a court order or other legal requirements; or
 - you have broken this agreement in any other way.

When the agreement, an account or service ends

30.1 When you or we end this agreement, and service or accounts;

You will:	We will:
on our request	pay or transfer money we hold for you or owe you under this agreement to you. However, we may keep enough money to;
<ul style="list-style-type: none"> • repay any money you owe us, such as any overdrafts and card payments or other payment instructions you have made and which have not yet been taken out of your account; 	<ul style="list-style-type: none"> • cover any liabilities owed to us;
<ul style="list-style-type: none"> • pay any fees, charges and interest that you owe us; and 	<ul style="list-style-type: none"> • adhere to any court order, sanction or other legal requirement; and
<ul style="list-style-type: none"> • cancel any direct payment into or out of your account. 	<ul style="list-style-type: none"> • cover any loss we suffer as a result of you breaking this agreement.

30.2 In the event of your death we may need to see appropriate documentation, prior to releasing any funds to your personal representative.

Governing Law

31. Governing law for this and all agreements

- 31.1 This agreement is covered by the laws of the Independent State of Samoa, and the courts of Samoa shall have exclusive jurisdiction.