

# PERSONAL DEPOSIT APPLICATION FORM

Applicant(s) Name(s)

Currency

GBP£

US\$

EUR€

OTHER

Amount

Fixed Deposit

Term (e.g. 6 months)

Notice Account

Term (e.g. 30 Days)

Instant Access

Other

Interest Application

Monthly

Annually

Deferred

Where did you hear about Irish Permanent International?

## ANTI-MONEY LAUNDERING DOCUMENTATION & CERTIFICATION REQUIREMENTS

Each Applicant must provide the following identification documentation to establish and verify their identity to comply with Isle of Man Anti-Money Laundering Regulations.

- Correctly **certified copy**\* of current valid passport, driving licence or national identity card with clear legible photograph showing name, signature, nationality, date and place of birth, date and place of issue and expiry date. Original identification documents are only acceptable for face to face applications
- Current permanent address should also be confirmed by production of an **original** or correctly **certified copy**\* of a document **no more than 3 months old**, i.e. bank or credit card company statement, a gas, electricity or telephone (but not a mobile phone) bill.

### Copies should be certified:

"I certify that this document **is a true copy** of the original and that the photograph **is a true likeness** of the individual concerned".

The document must include the certifier's printed name, signature and date, and their position/capacity within the firm and address of the firm in capitals, together with the certifier's company stamp, if applicable, and contact details.

\*Copies of all pages to be certified by an independent suitable person from the list below:

- A member of the judiciary, a senior civil servant or a serving police officer or customs officer
- An officer of an embassy, consulate or high commission of the country of issue of documentary evidence of identity
- A lawyer or notary public who is a member of a recognized professional body
- An actuary who is a member of a recognized professional body
- An accountant who is a member of a recognized professional body
- A company secretary who is a member of a recognized professional body
- A director, company secretary or manager of a business regulated on the Isle of Man or an external regulated business.

### NOTES

- 1 Application Forms must be completed in full otherwise we will not be in a position to open the account.
- 2 It is necessary to establish and verify the identity of each account holder and all signatories to the account, e.g. name, current permanent address, date and place of birth, signature, nationality and occupation to comply with the Isle of Man Anti-Money Laundering Regulations, or we will not be in a position to open an account.
- 3 Ensure the **'WITHDRAWALS/PAYMENTS'** section of the form is complete as failure to do so will, in the case of a joint account, mean that all signatories will be required to sign for withdrawals.
- 4 Ensure that the **'DECLARATION'** section of the application form is signed by all signatories to the account.
- 5 Applicants who wish the Bank to carry out telephone, facsimile, and e-mail instructions must complete the Indemnity on Page 5.



Irish Permanent International is a registered business name of Irish Permanent (IOM) Limited.

Licensed by the Isle of Man Financial Supervision Commission to take deposits. Registered Office: 12/14 Ridgeway Street, Douglas, Isle of Man IM1 1EN. Registered No 60124

Irish Permanent International is a subsidiary of Irish Life and Permanent plc Group which is regulated by the Financial Regulator in Ireland. Irish Permanent International places funds with other parts of its Group and thus its financial standing is linked to that of the Group. Depositors may wish to form their own view on the financial standing of Irish Permanent International and the Group based on publicly available information. The latest report and accounts are available at [www.irishpermanentintl.com](http://www.irishpermanentintl.com) and from our registered office.

### 1. APPLICANT DETAILS

If more than two applicants please provide their full details on separate sheet.

#### FIRST APPLICANT

#### SECOND APPLICANT (if applicable)

<p><b>Existing customers please enter account number(s)</b></p>		
<p><b>Title</b> (please tick) Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/></p> <p>Other (please advise) <input style="width: 150px;" type="text"/></p>		
<p><b>Surname</b></p> <p><b>Forenames</b></p> <p><b>Former/Maiden/Other Name(s)</b> (if applicable)</p> <p><b>Permanent Residential Address</b></p>	<p>Postcode</p>	<p>Postcode</p>
<p><b>Gender</b></p> <p>Male <input type="checkbox"/> Female <input type="checkbox"/></p>		
<p><b>Date of Birth</b></p> <p><b>Place of Birth</b></p> <p><b>Occupation</b></p> <p><b>If retired please state previous occupation</b></p> <p><b>Employer's name and address</b></p>		
<p><b>If self-employed please state name and nature of business</b></p> <p><b>Please state source of income and specify annual amount</b></p>		
<p><b>Marital Status</b> (please tick) Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widow/er <input type="checkbox"/></p>		
<p><b>Personal identification Number e.g. Tax/Nat Ins/Passport</b> (please specify)</p>		
<p><b>Nationality</b></p> <p><b>Relationship to other Applicant(s)</b></p>		
<p><b>How long at this address</b></p> <p><b>Telephone Numbers</b></p> <p>Home</p> <p>Work</p> <p>Mobile</p>	<p>Years</p>	<p>Years</p>
<p><b>Email Address</b></p> <p>Email</p>		
<p><b>Correspondence address</b> (If different to permanent residential address)</p>	<p>Postcode</p>	<p>Postcode</p>
<p><b>Reason for use of alternate address</b></p>		
<p><b>Details of any public or high profile positions held by yourself, immediate family members or close associates</b></p> <p>Please indicate if not applicable (N/A)</p>		

If more space is required when providing answers please give details on a separate sheet

**2. ADDITIONAL INFORMATION** (All boxes in this section **MUST** be completed) See Note 1 on front cover

**Purpose of opening account and intended use of account** (please be specific)

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**Expected geographical sphere of account activity**

Please enter the countries you expect to send funds to and receive funds from and the nature of the underlying activity in each case

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**Account activity and annual turnover** (Please state the anticipated number of transactions per annum)

Lodgements  Withdrawals

Please indicate the amount you expect to see passing through the account each year and the currencies in which you will be dealing

GBP£  US\$  EUR€  OTHER

Up to 50,000  Over 50,000 to 100,000  Over 100,000 to 250,000  Over 250,000 to 500,000

If over 500,000 state amount

**Source of funds**

a) Funds to be deposited are to originate from? (please also state bank/building society and address)

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b) If Funds are to be remitted from a third party please provide full remitter details and reason for the payment. Further information and evidence may be required in respect of third party funds introduced.

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**Source of wealth**

Please describe the origins of your financial standing or total net worth. Tick the appropriate box, insert the amount and provide as much detail as possible.

Category	Amount	Details
<input type="checkbox"/> Life Savings	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Inheritance/Legacy	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Sale of Asset (e.g Property, Vehicle, Investment)	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Salary/Bonus/Commission/Fees	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Maturity of Life Policy or Pension	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Profits from or Sale of Business	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Gift/Prize/Winnings	<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Other (please specify)	<input type="text"/>	<input type="text"/>

**We reserve the right to request further information or supporting documentation.**

**Timescale for Source of Wealth**

Period over which the wealth mentioned above has been acquired

0-1 year ago  1-3 years ago  3-5 years ago  5-10 years ago  Over a lifetime

**3. MATURITY INSTRUCTIONS (Fixed Deposit Accounts)**

**NB. If no maturity instructions have been received prior to 12:00 noon (UK time) on the maturity date the principal and interest will be re-invested for a similar term at the rate applicable on that date**

Re-invest principal & interest  Re-invest principal & pay interest (please give details below)

Other Instructions (please specify)

**4. WITHDRAWAL/PAYMENT INSTRUCTIONS (All parties to the account to complete the Signatory List below)**

Written instructions given to the Bank shall be signed by:

Any one Signatory  Both Signatories  All Signatories

Other (please state)

**Signatory List**

Name .....
Signature .....

Name .....
Signature .....

Name .....
Signature .....

Name .....
Signature .....

**DECLARATION**

To IRISH PERMANENT (IOM) LIMITED ("Irish Permanent International " which term includes its successors and assigns and those deriving title through it)  
I/WE DECLARE that

- 1 I/we note that Irish Permanent International is required under the terms of its licence issued under the Banking Act 1998 to ensure that its business is not such that may bring the Isle of Man into disrepute or damage its standing as a financial centre and therefore is bound with such constraints as the Isle of Man Financial Supervision Commission may require.
- 2 The execution and delivery of this Application Form, the transactions contemplated hereby by the undersigned and the performance of the undersigned's obligations hereunder will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to the undersigned, or any agreement or other instrument to which the undersigned is a party or by which the undersigned is bound, nor any foreign or domestic permit, franchise, judgement, decree, statute, rule or regulation applicable to the undersigned or the undersigned's business.
- 3 I/We the undersigned hereby request Irish Permanent International to open an account/accounts on my/our behalf.
- 4 This investment is my/our property and that it is not made as nominee for any other individual or company.
- 5 The information herein is true and complete in every respect and that all material particulars have been disclosed.
- 6 I/we have read and agree to be bound by Irish Permanent International's Terms and Conditions, the latest copy of which is attached to this application form and to any particular Terms and Conditions applicable to the type of account held by me/us.
- 7 I/We authorise Irish Permanent International to make any enquiries it may deem necessary in connection with this application.
- 8 Upon completion of the Indemnity within this application form the whole or any part of the money standing to my/our credit in my/our account/s may be withdrawn by telephone, e-mail or facsimile instructions purporting to be made by or on behalf of me/us.
- 9 I/We acknowledge that in order to process this application, Irish Permanent International, its servants and agents will hold and process information in connection with this application (together with such information supplied to or obtained by Irish Permanent International separately) and will hold and process same for administrative, customer care and service purposes. Irish Permanent International may also pass this information to other companies within the Irish Life & Permanent Group in connection with those purposes.

**Data Protection Act 2002 ("Act")**

Irish Permanent International would like to hold and use the information provided by you in this application and any information otherwise furnished by you and any information relating to the conduct of the account to send you information of other products, services, special offers, promotions and competitions of Irish Permanent International or of other companies in the Irish Life & Permanent Group (a financial services group principally comprising life insurance, banking and personal finance companies) or other carefully selected third parties which Irish Permanent International thinks you may find of interest, or to provide such information to other companies in the Irish Life & Permanent Group or other carefully selected third parties so that they can send you details of their products, services, special offers, promotions and competitions.

If you do not wish to receive such direct marketing information then please tick here

If you later decide you would like to receive or discontinue receiving this information, you can write to The Managing Director, 12-14 Ridgeway Street, Douglas, Isle of Man. Under the Act you are entitled to know what information is held about you on our records and to ask for any inaccurate details to be amended.

If you have any questions about the Act or your rights under the Act, please write to the Company Secretary at Irish Permanent International (IOM) Limited, 12-14 Ridgeway Street, Douglas, Isle of Man, IM1 1EN.

To be signed by all parties to the account

1st Applicant Signature .....	Date .....
2nd Applicant Signature .....	Date .....
3rd Applicant Signature .....	Date .....
4th Applicant Signature .....	Date .....

## The EU Savings Tax Directive ("EUSD")

**The EUSD applies to EU resident individuals only.** The European Savings Directive was introduced with effect from 1st July 2005. The Isle of Man has implemented legislation which requires banks to comply with EUSD.

### Retention Tax

Irish Permanent International ("IPI") deducts a Retention Tax (current rates 20% from 1st July 2008 to 30th June 2011 and 35% thereafter) on any interest paid or credited to the account of an EU resident individual, unless the account holder/s elect for the Exchange of Information option below or are deemed to be exempt from EUSD. The application of the Retention Tax will result in no information about the account holder/s or their account being exchanged with the relevant tax authority in your EU country of residence.

### Exchange of Information Option

The Exchange of Information option, if chosen, will entail IPI exchanging information about your account with the Isle of Man tax authority who will then forward the information to the relevant tax authority in your EU country of residence.

If you wish to elect for the Exchange of Information option please tick the box

If you do not elect for this option IPI will deduct a Retention Tax on any interest paid or credited to the account from 1 July 2005.

### Tax Exempt

If you believe you are exempt from EUSD please complete the below "EUSD Exemption" request form and supply the bank with the appropriate documentary evidence requested in such form.

**ONLY TO BE COMPLETED BY EU RESIDENTS WHO BELIEVE THEY ARE EXEMPT FROM EUSD (SEE ABOVE)**

### **Request for Exemption from the European Savings Tax Directive ("EUSD")**

**EACH INDIVIDUAL ACCOUNT HOLDER MUST COMPLETE A SEPARATE FORM**

Customer Name:

I request exemption from the Retention Tax on any interest earned or automatic exchange of information with the relevant tax authority in my EU country of residence, under the EUSD because (please tick box as appropriate):

- I am a UK resident but not domiciled in the UK and I do not remit the interest earned from my account with Irish Permanent International ('the Bank') into the UK
- I am an Irish resident, but not domiciled in Ireland and I do not remit the interest earned from my account with the Bank into Ireland
- I am exempt from income tax in my EU country of permanent residence. Please provide further information and supporting evidence of your tax status (e.g. Tax Exemption Certificate from the tax authority in your EU country of residence).
- Any other reason: Please provide information and supporting evidence

Please supply supporting documentation e.g. a letter from your professional advisor (accountant or lawyer) confirming your tax status or if UK resident but foreign domiciled a copy of your most recent submitted self assessment UK tax return with the appropriate pages completed claiming non-domiciled status.

I undertake to advise the Bank if my circumstances change in the future.

**Customer Signature:**

**Date:**

**TELEPHONE, FACSIMILE, OR E-MAIL INSTRUCTIONS INDEMNITY**

**(To be completed only if this facility is required. Not available where more than one to sign)**

I/We refer to the mandate between Irish Permanent (IOM) Limited (“the Bank”) and me/us governing the operation of my/our account in credit or other facilities or banking arrangements with the Bank (“the mandate”).

Notwithstanding the terms of the mandate or of any future mandate or other agreement or course of dealing between the Bank and me/us, the Bank is requested and authorised, but is not obliged, to rely upon and act in accordance with any notice, demand or other communication which may from time to time be issued on my/our behalf **BY ANY ONE OF THE PERSONS WHOSE NAMES APPEAR AT THE BOTTOM OF THIS FORM** without enquiry on the Bank’s part as to the authority or identity of the person making or purporting to make such notice demand or such communication and regardless of the circumstances prevailing at the time of such notice demand or other communication

**PROVIDED THAT THE CODE** \*           is used when giving such instructions.

The Bank shall be entitled to treat such notice, demand or other communication as fully authorised by and binding upon me/us and the Bank shall be entitled (but not bound) to take such steps in connection with or in reliance upon such communication as the Bank may in good faith consider appropriate, whether such communication includes instructions to pay money or otherwise to debit or credit any account or relates to the disposition of any money, securities or documents or purports to bind me/us to any agreement or other arrangement with the Bank or with any other person or to commit me/us to any other type of transaction or arrangement whatsoever regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice demand or other communication.

In consideration of the Bank acting in accordance with the terms of this letter, I/we undertake to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with such notices, demands or other communications PROVIDED ONLY that the Bank acts in good faith.

The terms of this letter shall remain in full force and effect unless and until the Bank receives and has reasonable time to act upon notice of termination from me/us in writing, save that such termination will not release me/us from any liability under this authority and indemnity in respect of any act performed by the Bank in accordance with the terms of this letter prior to the expiry of such time.

Yours faithfully,

Account Holder  
.....  
Signature  
.....

Account Holder  
.....  
Signature  
.....

Account Holder  
.....  
Signature  
.....

Account Holder  
.....  
Signature  
.....

**INDEMNITY LIST OF AUTHORISED PERSONS / E-MAIL ADDRESSES**

The following person(s) shall be authorised to issue instructions in accordance with the above indemnity

(1) Full Name  E-mail

(2) Full Name  E-mail

(3) Full Name  E-mail

(4) Full Name  E-mail

\*The code entered in this space should not be more than ten (10) letters and/or numbers.

NB Only persons included on the withdrawal instructions (Section 4) can be included on this indemnity.

## GENERAL BANK TERMS AND CONDITIONS

### I GENERAL

- 1.1 These Terms and Conditions constitute part of the agreement between Irish Permanent (IOM) Limited (the "Bank") and its customer. The Application Form, Indemnity re telephone, e-mail or facsimile instructions (the "Indemnity") (where applicable) and these Terms and Conditions shall together constitute the entire agreement between the Bank and its customer (hereafter referred to as the "Agreement").
- 1.2 Funds deposited with the Bank are accepted on the following terms and conditions which are in addition to any special conditions relating in particular to matters such as interest, term or notice as may apply to an account. In the event of any conflict between these Terms and Conditions and any special conditions, the special conditions shall prevail.
- 1.3 The Bank may at its absolute discretion and without giving any reason refuse to accept a deposit from any person.
- 1.4 No deposits may be made and no deposited funds may be withdrawn other than at the principal place of business of the Bank in Douglas or at such other place in the Isle of Man as the Bank may specify. No deposit or withdrawal request or other notice of any kind concerning an account shall be valid unless and until received at the principal place of business of the Bank in the Isle of Man. No deposits or withdrawals may be made in the United Kingdom or the Republic of Ireland.
- 1.5 The customer may, with the prior approval of the Bank, transfer all or part of the deposit to another person on payment of such fee as the Bank may from time to time determine. No such transfer shall be valid unless made in a form approved by the Bank and until registered in the records of the Bank which may nevertheless refuse to permit a transfer without giving any reason.
- 1.6 The customer shall notify the Bank immediately of any change of name or address and shall produce such evidence of a change of name and address as the Bank may require.
- 1.7 The customer shall notify the Bank immediately of any change of signatories or other matters which affect the information provided to the Bank in the Application Form, and/or Indemnity and shall provide the Bank with such evidence of any such variation as the Bank may require.
- 1.8 Any person becoming entitled to a deposit in consequence of the death, bankruptcy, insolvency or incapacity of the customer may, on such evidence being produced and on payment of such fee (if any) as the Bank may from time to time require, be registered as the holder of such deposit. In the event that such registration is refused (for whatever reason), the Bank shall repay the said deposit with interest up to but not including the date of repayment at the rate currently being paid on that type of account in accordance with the repayment instructions contained in the Application Form or in accordance with the law as appropriate.
- 1.9 Except in the case of fixed term deposits, the Bank shall have the power to amend at any time the rate of interest payable on deposits without notice to the customer. The Bank may in its absolute discretion and from time to time apply different rates of interest to different parts of the amount invested by the customer according to the balance in the account. Details of the Bank's current rates of interest applicable to available classes of deposit are available on request. The calculation and application of interest to specific deposits or classes of deposit shall be contained in the special conditions applicable to such deposits.
- 1.10 The Bank may from time to time without notice to the customer at its absolute discretion discontinue, suspend, limit or resume the issue of any deposit or class of deposits.
- 1.11 The Bank may, at its absolute discretion and without giving any reason, give to the customer (other than the holder of a fixed term deposit) not less than fourteen days' notice of its intention to repay the deposit in whole or in part and may at the expiration of such notice make such payment, provided always that the customer shall be paid interest on the whole or part of his deposit at the rate currently being paid by the Bank on such deposit or class of deposit. Any such payment shall be made to the holder of such deposit unless the Bank is instructed by the customer to the contrary in the Application Form.
- 1.12 In the event that:
  - (a) for a period of two years no transactions other than the crediting of interest have taken place and the balance of the account is less than £100 (or the currency equivalent); or
  - (b) for a period of five years no transactions other than the crediting of interest have taken place and the balance of the account is equal to or more than £100 (or the currency equivalent); and
  - (c) in either case the customer cannot be traced after reasonable enquiry, the Bank shall be entitled to close the account and the customer shall be deemed to have forfeited the balance to the Bank provided that the Bank may thereafter at its absolute discretion reopen the account and re-credit the monies previously forfeited upon satisfactory proof of ownership of the account.
- 1.13 Unless the Application Form states otherwise, the Bank shall be entitled to treat the holder of any deposit, as denoted in the Application Form, as the absolute owner thereof and, accordingly, it shall not, except as required by law, be bound to recognise any trust, interest of charge in or over such deposit claimed by any other person whether or not it shall have express or other notice thereof nor shall it be held responsible for omitting or failing to recognise such claim.
- 1.14 The Bank may from time to time make charges for any transactions it undertakes on behalf of or services it provides to the customer in accordance with its latest published tariff, available on its website and from its registered office, and may vary those charges from time to time at its absolute discretion. The Bank may recover any such charges from the customer by debit to customer's account or otherwise. The customer hereby agrees to indemnify and keep indemnified the Bank against any charges levied by third parties through whom the Bank has remitted funds or to whom the Bank has sent cheques or other instruments for collection and credit to the customer's account.
- 1.15 The Bank may agree from time to time at the request of the customer to accept instructions to hold all correspondence. Such instructions will be accepted at the Bank's absolute discretion and without liability on the part of the Bank for any breach of the instructions, howsoever caused. The Bank reserves the right to contact the customer in the event that the Bank deems it necessary to convey information to the customer concerning the contract between the Bank and its customer and the customer hereby acknowledges and agrees that such limited correspondence may be forwarded as required.
- 1.16 The Bank reserves the right to alter these Terms and Conditions or any of them upon giving one month's notice in writing which notice may be by specific notice to the customer or by general notice published in a newspaper.
- 1.17 Any letter, notice or document sent to the customer by post to him at his last notified address shall be deemed to have been duly served 48 hours after having been posted if such address in the Isle of Man or the United Kingdom or 7 days after having been posted if such address is outside the Isle of Man or the United Kingdom. Any letter, notice or other document sent to the Bank shall be deemed to have been received when actually received at the Bank's principal place of business in the Isle of Man.
- 1.18 The Agreement between the Bank and its customer shall be governed by and construed in accordance with Isle of Man law and the parties to the Agreement hereby agree to submit to the non-exclusive jurisdiction of the courts of the Isle of Man.
- 1.19 We may record or monitor telephone calls between us so that we can check instructions and ensure that we are meeting our service standards.
- 1.20 Persons who are not party to the declaration attached to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of these Terms and Conditions. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

### II ACCOUNT INFORMATION/STATEMENTS

- 2.1 The Bank will issue a separate confirmation advice in respect of each transaction on a customer account. Statements of account are available only on request.

### III CUSTOMER COMPLAINTS

- 3.1 The Bank has in place a procedure for handling customer complaints, details of which are available on request. In the first instance customers should contact their Relationship Manager with details of their complaint and in the event that the complaint is not resolved to the satisfaction of the customer he should contact the Managing Director of the Bank.
- 3.2 If you have any complaints about the quality of service we provide do not hesitate to contact us at the address below. Complaints we cannot settle can be referred to the Financial Services Ombudsman Scheme for the Isle of Man (complaints from private individuals only). A copy of our internal complaints handling procedures which include details of the Financial Services Ombudsman Scheme is available on request.
- 3.3 The Bank is licensed to take deposits by the Isle of Man Financial Supervision Commission to whom complaints may also be addressed.
- 3.4 On request in writing from the customer the Bank will supply details of the educational and professional qualifications and track record of the Bank and any of the Bank's employees with whom the customer deals with directly on a regular basis.

#### **IV CUSTOMER CONFIDENTIALITY**

- 4.1 The Bank shall at all times keep confidential the affairs of its customers and former customers and shall not disclose details of customers' accounts or their names and addresses to third parties, including other companies in the same group, except as follows:-
- where the Bank is compelled by law to do so;
  - where there is a duty to the public to disclose;
  - where the interest of the Bank require disclosure
  - where disclosure is made at the request of or with the consent of the customer.
- 4.2 Disclosure of information to credit reference agencies in the event of undisputed personal debts which are in default and where no satisfactory proposals for repayment have been received following formal demand will be made only after the Bank has given the customer 28 days' notice. Where the Bank has acquired the legal right to sell mortgaged or charged property this information may also be disclosed to credit reference agencies after the giving of 28 days' notice to the customer.
- 4.3 The Bank shall at all times comply with the Data Protection Act 2002 when obtaining and processing customers' data. The customer shall have the right of access to their personal records held on computer during normal banking hours at the Bank's principal place of business in the Isle of Man.
- 4.4 The Bank may from time to time be required to reply to status enquiries from other Bank's in respect of its customers and the Bank will notify the client of any such request that it has received and to which it has responded.

#### **V MARKETING OF SERVICES**

- 5.1 The Bank may, unless specifically requested by the customer in writing not to do so, pass the customer's name and address to other companies in the same group (within the Isle of Man) for marketing purposes and the provision of services to the customer shall not be dependent on the giving of such consent. There is provision in the Application Form for the customer to indicate his/her/its instructions to the Bank in respect of this clause by ticking the relevant box.
- 5.2 The Bank will disclose to the customer any business relationship the Bank may have with a third party recommended to the customer by the Bank.
- 5.3 The Bank may at all times ensure that its marketing information complies with all relevant legislation and regulations made thereunder, that it is fair and reasonable and that it does not contain misleading information.

#### **VI LOAN FACILITIES**

- 6.1 In considering whether or not to make available loan facilities to the customer the Bank will take account of information which shall include:-
- prior knowledge of the customer's affairs gained from past dealings;
  - information obtained from credit reference agencies;
  - information supplied by the customer;
  - credit scoring;
  - age and capacity of the customer; and
  - the customer's ability to repay (with the aim of avoiding over-commitment by the customer).

#### **VII FOREIGN EXCHANGE FACILITIES**

- 7.1 The Bank shall make available to its customers facilities for foreign exchange conversion and for payments and receipts in foreign currency. Detailed information including information on charges for the provision of such services and exchange rates is available on request.

#### **VIII CONDITIONS APPLICABLE TO SPECIFIC TYPES OF ACCOUNT**

##### **Joint Accounts**

- 8.1 Deposits by more than one person shall be deemed to be held jointly and shall not be held for customers as tenants in common (that is on the basis that each named account holder has a separate and distinct claim to a portion of the deposit). In the event of the death of a joint account holder, on the production of a valid and acceptable form of death certificate, the balance of the account will be vested in the survivor(s).
- 8.2 Joint holders of a deposit shall be entitled to nominate the order in which they are named in the records of the Bank. The first named joint holder shall be treated as the representative joint holder and shall be the only joint holder entitled to receive communications from the Bank.
- 8.3 Where all joint holders for the time being have given written authorisation for any one of them or for an agent to withdraw the deposit or to receive any interest or bonus paid in respect of such deposit, the receipt of payment by or evidence of payment to a person so authorised shall be a good discharge to the Bank for any payment made to that person.
- 8.4 Where the Bank in its absolute discretion has reason to believe that any mandate to accept an individual signature is at an end it shall not be liable for any loss arising as a result of suspending payment or requesting all the signatures of all joint holders pending clarification by written agreement or court order.

##### **Non-Personal Accounts**

- 8.5 The customers agree that they shall be jointly and severally liable for overdraft, loan or other credit facilities or accommodation which shall be granted on any account or accounts in the name of Executors, Trustees, Partners or Unincorporated Associations together with all interests, costs, commission and other banking charges and expenses.
- 8.6 The customers agree that in the event of the death of any one or more of them the Bank is to pay to or deliver to or to the order of his successors in title or to the survivor of survivors of them (where applicable) all money, securities, deeds, documents and other property whatsoever standing to the credit of or held by the Bank for any account or accounts in the name of the Executors, Trustees, Partners or Unincorporated Association.
- 8.7 The customer agrees that nothing in the arrangements between the Bank and the customer shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other rights the Bank may have existing or implied by law.
- 8.8 The customer agrees that in addition to any lien, charge, pledge, right of set-off or other rights the Bank may at any time and without notice to the customer combine or consolidate all or any account or accounts with the Bank in its name and liabilities to the Bank and set-off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the customer to the Bank on any other account or in any other respect whether such liabilities be actual or contingent primary or collateral.
- 8.9 The customer agrees that in the event of the Bank receiving any ambiguous or conflicting instructions regarding any account in its name the Bank shall be entitled to act or decline to act as the Bank sees fit and that the Bank shall not be liable to the customer for any losses it sustains.

##### **Death of Sole Account Holder**

- 8.10 On the death of the sole account holder it is a requirement of Isle of Man law that a Grant of Probate or Letters of Administration be obtained in order for the balance of the account to pass to the beneficiaries of the deceased account holder's estate. Where balances are relatively small the Bank may agree at its absolute discretion to waive such a requirement upon satisfactory proof of a beneficiary's entitlement to the balance of the account.

#### **IX CLEARANCE OF CHEQUES/DRAFTS**

- 9.1 Cheques or drafts drawn in Sterling on Banks which are members of the Bank Automated Clearing system ("BACS") will be sent for clearance through the Bank's clearing bank in the Isle of Man and shall be considered to be cleared funds for interest purposes in the customer's account on the fourth working day after payment into the customer's account. Funds so credited may only be withdrawn on or after the sixth working day from payment into the customer's account.
- 9.2 For all other cheques and drafts clearance for interest and withdrawal purposes will depend on the currency of the instrument and the Bank and country on which it is drawn. Full details of the procedures and clearance times of such cheques and drafts are available on request.

#### **X LEGAL EXPENSES INDEMNITY**

- 10.1 The customer hereby agrees that he shall on demand by the Bank promptly pay to the Bank such amounts as shall be sufficient to indemnify the Bank against its cost in respect of legal fees reasonably incurred in seeking advice in relation to the operation of this Agreement where the Bank deems such advice to be necessary as a result of any action of the customer and/or any inquiry by any third party in relation to the customer's account with the Bank which is outside the normal course of the customer's relationship with the Bank including, but not limited to, all reasonable legal fees incurred in connection with defending any proceeds brought directly against the Bank in relation to the customer's account with the Bank.