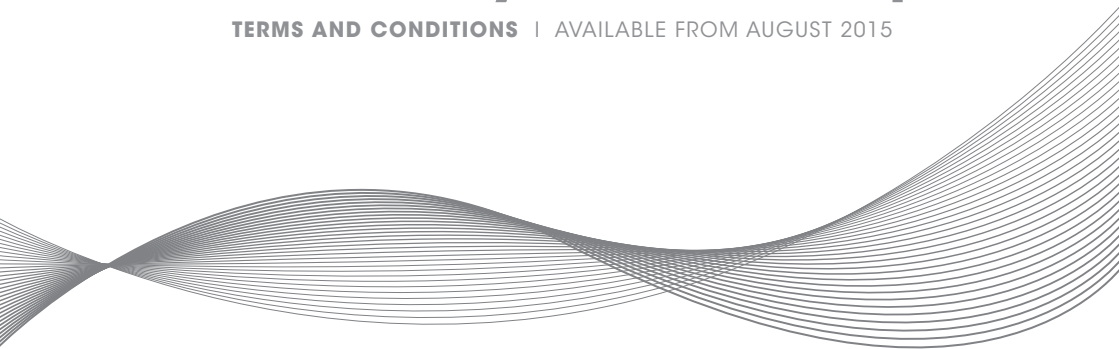




# BSP Priority Membership

TERMS AND CONDITIONS | AVAILABLE FROM AUGUST 2015



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## 1. INTRODUCTION

- 1.1 These Terms and Conditions govern membership to BSP Priority Membership (“**Priority Membership**”).
- 1.2 Additional Terms and Conditions may also apply to any other products or services we may offer under Priority Membership. To the extent of any inconsistency between them, the applicable Additional Terms and Conditions prevail over these Terms and Conditions. If you are uncertain about which Additional Terms and Conditions are applicable to products and services we offer under Priority Membership, please contact a BSP Premium Banking Manager (“**Premium Banking Manager**”) or a BSP Premium Banking Officer (“**Premium Banking Officer**”).
- 1.3 Other Terms and Conditions may be implied by law. To the extent permitted by law, these Terms and Conditions apply. If the law implies Terms and Conditions which cannot be excluded, our liability under those implied Terms and Conditions will be limited to the maximum extent permitted by law.
- 1.4 It is important that you carefully read and understand these Terms and Conditions and any applicable Additional Terms and Conditions before you apply to Priority Membership to become a BSP Priority Client (“**Priority Client**”). When you become a Priority Client, you will be deemed to have read, understood and agreed to be bound by these Terms and Conditions and any applicable Additional Terms and Conditions.
- 1.5 If there is any aspect of these Terms and Conditions or any applicable Additional Terms and Conditions you do not understand or are unsure about, please contact a Premium Banking Manager or Premium Banking Officer. We recommend that you obtain your own independent advice.
- 1.6 We reserve the right to vary these Terms and Conditions and any applicable Additional Terms and Conditions at any time without prior notice to you. Where we vary such, we will notify you by:
  - a) BSP Premium Banking Chambers (“**Premium Chambers**”);
  - b) publication on our website; or
  - c) announcement or advertisement in any major daily national newspaper; television network or radio station.
- 1.7 You will be deemed to have received our notice to you of the variation immediately after any such communication, display, publication, announcement or advertisement. If you continue with your membership to Priority Membership following our notice to you, you will be deemed to have accepted the variation.
- 1.8 We are not liable for any loss or damage you may incur or suffer due to any changes we make to these Terms and Conditions or any applicable Additional Terms & Conditions.
- 1.9 These Terms and Conditions and any applicable Additional Terms and Conditions constitute the entire agreement between you and us.

## 2. DEFINITION AND INTERPRETATION

2.1 In these Terms and Conditions unless the context otherwise requires:

“**Access Card**” means the access card we issue to a Priority Client to enable them to access our Premium Chambers and Express Lanes.

“**Additional Terms and Conditions**” means any additional written terms and conditions including any amendments to them we publish or provide to you at any time in relation to a particular product or service we offer under Priority Membership.

“**Application Form**” means our application form you complete to apply for membership to Priority Membership.

“**ATM**” means Automatic Teller Machine and is a computer terminal activated by a magnetically encoded bank card which processes certain financial transactions.

“**BSP**” means Bank of South Pacific Limited.

“**EFTPoS**” means Electronic Funds Transaction at Point Of Sale and refers to a system or device installed in various retail and service outlets and used for processing financial transactions.

“**Electronic Banking Services**” collectively refers to Internet Banking, Telephone Banking, SMS Banking and Mobile Phone Banking and referred to in clause 5.3.1 of these Terms and Conditions.

“**Express Lanes**” refers to a designated lane within any of our banking branches which allows Priority Clients to access to conduct their personal banking transactions.

“**FATCA**” means Foreign Account Tax Compliance Act

“**Membership Fee**” means the monthly membership fee referred in clause 4 of these Terms and Conditions.

“**Online Saver Account**” means the account referred to in clause 5.2.3 of these Terms and Conditions.

“**Personal Income**” means personal income in the form of salary, annual dividend or annual interest received.

“**Premium Banking Manager**” means a designated branch manager within any of our banking branch to assist Priority Clients with their banking queries and needs.

“**Premium Banking Officer**” means a designated bank officer within any of our banking branch to assist Priority Clients with their banking queries and needs.

“**Premium Chambers**” means a designated area within any of our banking branch where Priority Clients are able to conduct their personal banking transactions.

“**Priority Accounts**” means the bank accounts forming part of your Product Package and referred to in clause 5.2 of these Terms and Conditions.

“**Priority Benefits**” means the bank benefits forming part of your Product Package and referred to in clause 5.4 of these Terms and Conditions.

**“Priority Clients”** means a member of Priority Membership.

**“Priority Membership”** means BSP Priority Membership

**“Priority Services”** means the bank services forming part of your Product Package and referred to in clause 5.3 of these Terms and Conditions.

**“Product Package”** refers to the suite of banking products and services available in Priority Membership and referred to in clause 5 of these Terms and Conditions.

**“Terms and Conditions”** means this document being the BSP Priority Membership Terms and Condition and any lawful amendments to it.

**“Transaction Account”** means the account referred to in clause 5.2.1 of these Terms and Conditions.

**“Visa Debit Card”** means a BSP Visa Debit Card referred to in clause 5.4.1 in these Terms and Conditions.

**“We/us/our”** means BSP.

**“You/Your”** means unless the context requires otherwise, a Priority Client who has received these Terms and Conditions and accepted them.

2.2 In these Terms and Conditions, except where the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender includes any other genders;
- (c) references to a person includes a corporation;
- (d) an obligation of two or more parties bind them jointly and severally;
- (e) all references to Clauses and Schedules are to Clauses and Schedules of this document;
- (f) a reference to a party is to a party to this these Terms and Conditions and includes the party’s executors, administrators, successors and permitted assigns and substitutes;
- (g) where a word or phrase is given a definite meaning in this Terms and Conditions, another part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (h) if a day on or by which any act must be done or an event must occur under this Terms and Conditions is not a Business Day, the act must be done or the event must occur on or by the next Business Day;
- (i) a reference to kina is to Papua New Guinean currency;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (h) headings are for ease of reference and do not affect the interpretation of this agreement.

### 3. ADMISSION TO PRIORITY MEMBERSHIP

- 3.1 Priority Membership is available for personal banking. All new and existing personal clients of BSP will need to meet our minimum eligibility criteria for admission to Priority Membership. The minimum eligibility criteria are:
- (a) you are a new or existing personal customer of BSP; and
  - (b) you earn a minimum Personal Income of PGK250,000 or foreign currency equivalent per annum.
- 3.2 There are two (2) categories of membership available under Priority Membership:
- (a) Gold Priority Membership; and
  - (b) Silver Priority Membership.
- Details about the benefits for each category of membership under Priority Membership can be obtained from our Premium Chambers or by contacting a Premium Banking Manager or Premium Banking Officer.
- 3.3 To apply for admission to Priority Membership, you should fully complete and sign our BSP Priority Application Form ("Application Form") and submit the original to a Premium Banking Manager or Premium Banking Officer together with:
- (a) your original valid photo identification (current passport or drivers licence); and
  - (b) depending on your employment status, one or more of the following:
    - (i) a letter of confirmation from your current employer stipulating your position in the organisation and annual gross salary; or
    - (ii) copy of your most recent statement of salary which is not older than three (3) months prior your date of application to Priority Membership; or
    - (iii) a letter of confirmation from a company, trust or investment fund from whom you are associated with an accountant's declaration in support of it,
- 3.4 All documents submitted with your Application Form will be verified and the outcome of your application for admission to Priority Member ship will be notified to you.
- 3.5 If you meet our minimum eligibility criteria, we may admit you to Priority Membership. Your admission to Priority Membership is at our absolute discretion. We are not obliged to provide you reasons for declining your application.
- 3.6 We may from time to time require additional information from you to assist us in compliance with obligations, or where we in our absolute discretion consider it appropriate, necessary or advisable to meet any broader disclosure.
- 3.7 You become a Priority Client immediately upon our written notification to you of our acceptance of your application.

#### 4. PRIORITY MEMBERSHIP COMMITMENT

- 4.1 If you become a Priority Client you will be required to pay a monthly BSP Priority Membership Fee (“Membership Fee”).
- 4.2 The Membership Fee varies according to the category of membership you have under Priority Membership. Details about the Membership Fee payable for each category of membership under Priority Membership can be obtained from our Premium Chambers or by contacting a Premium Banking Manager or Premium Banking Officer.
- 4.3 The Membership Fee covers a limited number of fee-free banking transactions, account management, benefits and access to our Premium Chambers. We reserve the right to change the Membership Fees at any time without prior notice to you.
- 4.4 If:
- (a) we terminate your membership to Priority Membership, the remainder of Membership Fee will be waived; or
  - (b) you terminate your membership to Priority Membership the months’ due Membership Fee will still be charged.
- 4.5 To terminate your membership to Priority Membership, you must provide us your written instructions. We will notify you in writing as soon as we complete the process to terminate your membership to Priority Membership.
- 4.6 Your continued membership to Priority Membership is at our absolute discretion. We reserve the right to terminate or suspend your membership to Priority Membership at any time for any reason and are not obliged to provide you reasons. Any suspension or termination of your membership to Priority membership will be notified to you.
- 4.7 You should inform us immediately if there are any changes to your Personal Income that may affect your membership to Priority Membership.

## 5. PRIORITY MEMBERSHIP PRODUCT PACKAGE

5.1 The Priority Membership Product Package (“Product Package”) generally offers:

- (a) Priority Accounts;
- (b) Priority Services; and
- (c) Priority Benefits

5.2 Priority Accounts comprise:

### 5.2.1 Transaction Account

As a Priority Client you are required to open a Transaction Account under your Product Package. This account forms the basis for opening a Foreign Currency Account and Online Saver Account and will be the primary account for all your personal transactional banking in Priority Membership. This is the account which we will automatically charge and collect your Membership Fees each month.

### 5.2.2 Foreign Currency Account

Dealings in foreign currency are subject to certain laws and regulations issued by the Bank of Papua New Guinea. A copy of the FE Notice 11 Foreign Exchange instructions, is available online at

[http://www.bankpng.gov.pg/images/stories/exchange\\_control/fecmanual-final-sept-07.pdf](http://www.bankpng.gov.pg/images/stories/exchange_control/fecmanual-final-sept-07.pdf)

### 5.2.3 Online Saver Account

An Online Saver Account is optional under your Product Package and is only able to be opened if you have opened a Transaction Account. This account operates as a basic savings account.

5.3. Priority Services comprise:

### 5.3.1 Electronic Banking Services

Our Electronic Banking Services is optional under your Product Package. You will need to get registered for this service before you can use it. Do inform us at any time if you wish to use this service and we will provide you relevant application forms to register for this service. When we have completed processing your registration application, we will notify you in writing that you are registered for the service and you will be able to access and use this service.

### 5.3.2 Pre-established overdraft facility

An overdraft facility is immediately established on your Transaction Account when you open it. The overdraft limit varies according to the category of membership you have under Priority Membership and is subject to annual review from the date you opened your Transaction Account.

The overdraft limit is or may become subject to laws, rules and regulations that may be imposed on us by a Government or relevant regulating body. If adjustments are required to your overdraft limit for us to be in compliance



with a law or lawful directive by a Government or relevant regulating body, we will make such changes and notify you.

Any request to us for an increase to your overdraft limit, should be in writing. A request for an increase of your overdraft limit is subject to our standard application and approval requirements. Contact a Premium Banking Officer or Premium Banking Manager for more information on how to apply for an increase on your overdraft limit.

#### 5.3.3 Prioritised loan processing

Prioritised loan processing service is available to you if you choose to obtain a loan with us. Information about our loan products and requirements are available online at

<http://www.bsp.com.pg/Personal/Retail-Banking/Loans/Loans.aspx>.

### 5.4 Priority Benefits comprise:

#### 5.4.1 Visa Debit Card

We will issue you a BSP Visa Debit Card (“Visa Debit Card”) when you open your Transaction Account. This card is linked only to your Transaction Account and allows you to make payments for goods and services online or make payments and cash withdrawals via any EFTPoS or ATM terminal accepting our bank cards or displaying the VISA symbol.

Daily limits on purchases and cash withdrawals using your Visa Debit Card and ability to apply for higher daily limits vary according to the category of membership you have under Priority Membership. Different daily limits may also apply if you use your Visa Debit Card on an overseas EFTPoS or ATM terminal.

*For details on how to use your Visa Debit Card, refer to our BSP Visa Debit Cards Conditions of Use available online at [http://www.bsp.com.pg/Resources/Documents/BSP\\_Terms-Conditions\\_Use-Visa-Debit-Card\\_ONLINE.pdf](http://www.bsp.com.pg/Resources/Documents/BSP_Terms-Conditions_Use-Visa-Debit-Card_ONLINE.pdf)*

#### 5.4.2 Access Card

We will issue you an access card when you become a Priority Client. This card when presented at any of our banking branches will give you access to our Premium Chambers or Express Lanes to conduct your personal banking.

## 6. OPERATING PRIORITY ACCOUNTS

### 6.1 Withdrawal and Deposit

6.1.1 Deposits can be made to any one of your Priority Accounts:

- (a) by cash payment;
- (b) by a cheque drawn in your name; or
- (c) by direct electronic transfer from other accounts.

6.1.2 Withdrawals can be made from any one of your Priority Accounts:

- (a) when you use your Visa Debit Card at any ATM or EFTPoS terminal which accepts our bank cards or has a Visa symbol;
- (b) when you make a cash withdrawal in any of our Premium Chambers or Express Lanes;
- (c) by a cheque you draw from your Priority Account;
- (d) when you use our Electronic Banking Services to make payments; or
- (e) through standing order you set up on your Priority Account.

### 6.2 Statements

6.2.1 Priority Account statements are usually made available at the end of each calendar month. Depending on what your preferences are for receipt of correspondence, they may be mailed to you, sent electronically to a secure email account in internet banking or held in our Premium Chambers or Express Lanes for your collection.

6.2.2 Carefully check each transaction recorded on your statement. If there is any transaction which appears incorrect or has not been authorised by you please contact us immediately.

### 6.3 Account Closure

6.3.1 To close any one of your Priority Accounts, you must provide us instructions in writing.

6.3.2 If you close your primary Transaction Account, your Product Package will automatically close and we will deem your instruction as cancellation of your membership to Priority Membership. We will require your Visa Debit Card and Access Card to be returned to us when you close your Primary Transaction Account.

6.3.4 At closure, any funds remaining in credit in any one of your Priority Account will be paid in accordance with your closing instruction subject to any right of set-off we may have over them.

### 6.4 Overdrawn Account

6.4.1 If you overdraw on any one of your Priority Accounts that does not have an approved overdraft facility, you may incur a penalty fee which will be charged on the account that is overdrawn.

## 6.5 Dormant Account

- 6.5.1 If we establish that there is no transactional activity on any one of your Priority Accounts for up to twelve (12) months from the date the account was opened, that account will be deemed dormant and a monthly dormancy fee may apply.
- 6.5.2 A dormant account will be kept for seven (7) years after which time it will be closed and 'unclaimed monies' standing in credit will be transferred to the Department of Finance subject to any right of set-off we may have over them.

## 7. FEES AND CHARGES

- 7.1 Our standard service fees and charges apply for most transactions. We reserve the right to vary those fees and charges from time to time without prior notice to you.

Our standard service fees and charges are available online at:  
<http://www.bsp.com.pg/About-Us/Rates--Fees/>

## 7. FEES AND CHARGES

- 8.1 It is your responsibility to ensure your personal information we keep on our records are current. We will not be responsible for any loss you may incur if you do not update your personal details with us.
- 8.2 We may disclose your personal information to;
- i. other organisations to help us to assess financial risk or to recover debt;
  - ii. credit reference agencies;
  - iii. other members of the BSP Group including BSP advisers, consultants or service providers, any of the banks subsidiaries, branches, head office or representatives;
  - iv. any authority, regulator or government agency in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary or advisable;
  - v. other organisations to assist us in compliance obligations in respect of sanctions, anti- moneys laundering, counter-terrorism financing and proceeds of crime;
  - vi. the United State Internal Revenue Service to assist us in compliance with our obligations under our arrangements regarding the Foreign Account Tax Compliance Act ("FATCA")

## 9. MISCELLANEOUS PROVISIONS

9.1 Part or all of any clause in these Terms and Conditions or any applicable Additional Terms and Conditions that are illegal, invalid or unenforceable may be severed and the remaining provisions of these Terms and Conditions or any applicable Additional Terms and Conditions remain in force.

### 9.2 Alternations of Terms and Conditions

BSP reserves the right to vary, change or withdraw a product or product brochure at any time. BSP may alter these Terms and Conditions at any time by giving 7 days' notice to you, either by:

- (a) Direct Communication with you (e.g. by letter, by email, by fax or by telephone);
- (b) By statements in the media (including public notices in major daily papers) and by displaying information at our branches and agencies

Where these Terms and Conditions are set out on our website, change will also be noted there. You are deemed to have accepted any changes to the Terms and Conditions through your continued use of your Account.

In the event you do not agree to any changes to the Terms and Conditions, please contact the Bank immediately. The Bank may elect to close your Account in the event you do not agree to any changes to the Terms and Conditions.

### 9.3 Termination of the Terms and Conditions

The banking relationship which exists between us may be ended by either party at any time, and we may withdraw any product or service, as long as any relevant terms and conditions are adhered to. We will not normally close your accounts or withdraw a product or service until we have given you at least 7 days' notice setting out the relevant details.

However, there may be circumstances where we close your account or withdraw a service without prior notice or with less than 7 days' notice. While not an exhaustive list, examples are:

- if we must comply with a court order
- if you have acted unlawfully
- if you have breached any of our specific terms or these Terms and Conditions; or
- if you do not agree to any changes to the Terms and Conditions.
- if your account is used, or attempted to be used, for an improper purpose.

The closure of your account by the Bank in these circumstances not considered to be a breach of the Terms and Conditions or any other contracts that exists between you and the Bank. The Bank will not be liable for any consequential loss or damage you suffer as a result either directly or indirectly from the closure of your account. When an account is closed, we will request that you return or destroy all unused cheques and any Bank Card relating to that account.

Any funds remaining in your account at time of closure will be returned to you, subject to any Terms and Conditions, fees or charges or interest applying to those funds. If there is any dispute over these funds we may not be able to return them to you until the dispute is resolved.

## 10. OUR CONTACT DETAILS

Please use any one or more of the following methods of contacting us if you require further information on anything we have mentioned in these Terms and Conditions.

### **Priority Membership**

Tel: + (675) 320 1212  
Email: [\\_bspriority@bsp.com.pg](mailto:_bspriority@bsp.com.pg)  
Website: [www.bsp.com.pg/bspriority](http://www.bsp.com.pg/bspriority)

### **Mailing Address:**

BSP Premium Banking Manager  
PO Box 78  
Port Moresby 121  
National Capital District  
Papua New Guinea

**Visit any of our banking branches open on Monday to Friday between the hours of 9am to 3pm.**

### **BSP Customer Service Centre**

Tel: + (675) 320 1212  
+ (675) 320 1959  
+ (675) 180 1100

### **Mailing Address:**

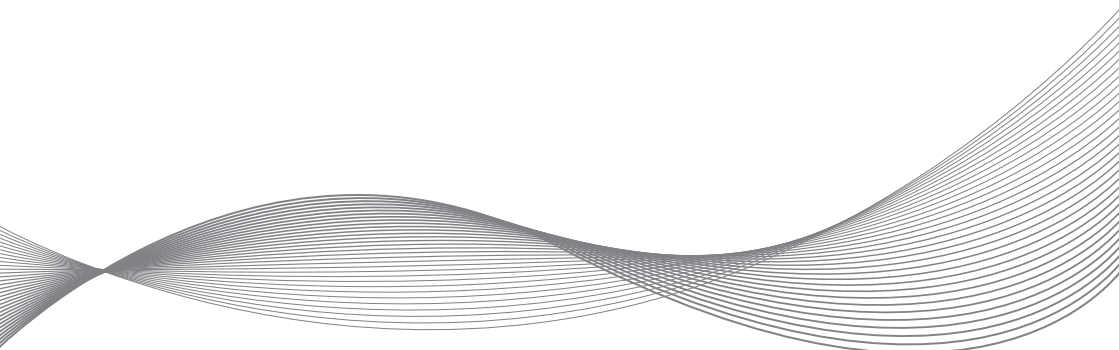
Bank of South Pacific Limited  
P.O Box 78  
Port Moresby 121  
National Capital District  
Papua New Guinea

### **Registered Address:**

Bank of South Pacific Limited  
Corner Musgrave Street & Douglas Street  
Port Moresby  
National Capital District  
Papua New Guinea

### **Mailing Address:**

American Home Assurance Company: Level 1 Deloitte Tower  
Douglas Street  
P.O Box 99  
Port Moresby 121  
National Capital District  
Papua New Guinea



**bsp** priority

[www.bsp.com.pg/bsppriority](http://www.bsp.com.pg/bsppriority)