

Our commitment to you

A simple overview of our
commitment to you and our
complaints procedure

ISLE OF MAN BANK 

Before everything, here is our promise to you...

These are our Customer Promises. This is a serious commitment to you, our customer. These Promises are at the heart of our culture and every single member of our team has committed to them. We want everyone to know what we stand for and why. We want to be judged on our ability to deliver the sort of service that makes a real difference to you.

Our Promises are based on the things you have told us are important to you and we want to be judged, by you, on how well we deliver these Promises to you. One thing you can be sure of, you will notice the difference.

OUR PROMISES

1 I listen, understand and respond to your needs

I take time to understand individual circumstances and needs

I suggest the best options to meet your needs

2 I do what I say

I am committed to getting things right, first time

I work to an agreed timeframe and keep you informed of progress

I explain how decisions are made

3 I act where problems arise

I act quickly to resolve matters and will provide you with a dedicated contact

If things do go wrong, I'll put them right and say sorry

I learn from problems to improve things for the future

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If you want help, information or advice on any of our services, or if you have a comment or complaint to make, just ask at any Isle of Man Bank branch, or call us on:

01624 637000

Our lines are open Monday to Friday, 9.00am to 5.00pm excluding Bank holidays.

Our responsibility to you

At Isle of Man Bank, we aim to be responsible. As lenders, this means we will work with you to decide how much you can afford to borrow and which is the most appropriate repayment programme. We stress the need for careful budgeting.

We also offer payment protection plans to guard against sudden changes in your circumstances, but we will not insist that you buy an insurance product from us when we agree to lend to you.

We try never to offer credit to you unless we have good reason to think you can make the necessary repayments. If we offer you an arranged overdraft, or arrange an increase in your existing arranged overdraft limit, we will tell you if your overdraft is repayable on demand.

If we are not able to help you, we will explain the reasons why in writing, if you ask us to. We do not offer credit to people under 18. Security may be required in support of loans and overdrafts.

Your standard current account offers many different ways of handling your money. This includes payment by cheque, Visa, Telephone Banking, Internet Banking, Direct Debits and standing orders.

What fees do we charge?

We know our customers can sometimes be worried or confused by fees. In the following pages, we explain when you do and when you don't pay. Please see the leaflet entitled 'Fees' for details of the fees we charge and an explanation of the pricing structure we use for our current accounts.

When you don't pay

As long as you stay in credit, we don't charge you anything when you do any of the following:

- pay by Visa in the UK, Channel Islands or Isle of Man or by cheque, Direct Debit or standing order;
- use your Isle of Man Bank Debit card or ATM card in most UK, Channel Islands and Isle of Man cash machines. While we at Isle of Man Bank have done everything we can to make sure you will not be charged, at a small number of cash machines, the cash machine owner may still charge a fee.

However, you will be advised on the screen about any charges before you withdraw cash. You can then stop the transaction if you do not wish to be charged;

- receive regular account statements (not copies), cheque books, paying-in books and statement holders;
- use our 24-hour Telephone and Internet Banking services.

We do not make separate charges for normal use of our counter services, but there may be additional fees where we have to make special arrangements. Our staff will be pleased to advise you.

Unarranged Overdrafts and Returned Items

Occasionally, you may find that you need to make a withdrawal or other payment that cannot be met from the money in your account or (if you have an arranged overdraft) will take you over your overdraft limit. If you find yourself in this position, contact us to discuss your borrowing options.

When you issue instructions for a withdrawal or payment to be made from your account, we decide whether your instructions would result in an unarranged overdraft by looking at the available funds in your account, i.e. the cleared balance in your account, plus any unused arranged overdraft facility.

We give details below of the fees which apply in cases where we are instructed to make a payment which, if made, would give rise to or increase an unarranged overdraft. For full details, please refer to our leaflet, Personal Banking Terms and Conditions and the fees leaflet Fees - a guide to personal account fees. We recommend that you read those leaflets carefully.

An Unarranged Overdraft Fee of £6 is charged daily if you use an unarranged overdraft. An unarranged overdraft is created when your account becomes overdrawn without prior arrangement or any arranged overdraft limit is exceeded. The Unarranged Overdraft Fee will only be charged if your unarranged overdraft is over £6 at close of business on the day a transaction is paid or taken from your account (and on each subsequent day that your unarranged overdraft remains over £6).

A Returned Item Fee of £6 is charged for each item that we return unpaid. An item (e.g. a Direct Debit) will be returned if the payment cannot be met from funds in your account or any unused arranged overdraft facility and we decide in our discretion not to make the payment. We do not charge interest on unarranged overdrafts.

A few questions and answers about our fees

How do we decide whether to charge you an Unarranged Overdraft Fee and/or a Returned Item Fee?

When you instruct us to make a withdrawal or payment from your account, we decide whether your request would result in an unarranged overdraft by looking at the available funds in your account (i.e. the cleared balance in your account, plus any unused arranged overdraft).

In most cases we will consider your financial circumstances and then decide whether or not to accept your request. However, there are some situations where we will always accept your request for an unarranged overdraft – namely if you:

- have used a cheque guarantee card or debit card to guarantee the payment; or
- have made a payment where it is not possible to check that there is enough money in your account (e.g. if you use your debit card on a train or use a contactless card); or
- have any Isle of Man Bank fees or charges due on your account (e.g. a monthly account subscription fee).

If we accept your request (e.g. to pay a Direct Debit for a utility bill) and an unarranged overdraft of over £6 is created, we will charge you an Unarranged Overdraft Fee of £6.

If, on the other hand, we reject your request for an unarranged overdraft, we will charge you a Returned Item Fee of £6.

When do we charge both an Unarranged Overdraft Fee and a Returned Item Fee?

It is possible for you to incur both an Unarranged Overdraft Fee and a Returned Item Fee on the same day as a result of two separate transactions. It is also possible to incur both fees as a result of the same transaction, for example, if we take a Returned Item Fee from your account and this creates an unarranged overdraft of over £6.

Do we charge Unarranged Overdraft Fees over the weekend and Bank Holidays?

Unarranged Overdraft Fees are charged for all consecutive periods of non-working days (weekends and/or Bank Holidays) if the unarranged overdraft is over £6 and is not cleared by close of business on the next working day.

How much notice do we give you before we take these fees?

We will always give you at least 14 days' notice of how much we are going to take from your account and when.

You will have to pay separate charges when we provide you with certain services whether you are overdrawn or in credit.

These services include the following:

- stopping cheques (although it is free if the cheque has been lost or stolen);
- sending money to, or receiving money from, abroad;
- looking after important documents or precious items;
- travel services, including Visa abroad;
- Credit cards.

You can get full details of these and other charges from any branch or on our website www.iombank.com

Interest

You will usually pay interest if you borrow money through an arranged overdraft. The interest rates we apply will depend on the type of account you have.

We will **always** tell you the current interest rate when you open an account, take out a loan, arrange an overdraft or apply for a Credit Card. Your branch will **always** be able to tell you the latest rates which apply to your account or to any other account that might be more suitable for you.

Interest rates change from time to time. We may change the rate of interest that applies to your overdraft, by advertising the change on our website iombank.com

When we pay you

When you have money in your account, you may be eligible to earn interest on it.

If you are eligible for interest, we will work out the interest due on the cleared amount actually in your account at the close of business every day.

The normal timescales for clearing a cheque are reckoned in business days from the day the money is added to your balance (or taken off your overdraft). This day is known as 'transaction day' or 'T'.

If a sterling cheque issued by a UK, Channel Islands or Isle of Man bank is paid into your account by 3:30pm on a business day over the counter at one of our branches, then as a general rule, T will be the same day.

For example, if T is a Monday, then, by the following Wednesday (T+2), we will start paying interest on the amount of the cheque (or stop charging overdraft interest on the amount of the cheque) if your account is overdrawn. See page 6 for details of when you can withdraw the money and when you can be sure that the money is yours (e.g. that the cheque will not be returned unpaid).

Please note that:

- in cases where the cheque is not paid in over the counter at one of our branches (e.g. because it is paid in at a different bank or sent to us by post), it will take longer for the money to be added to your balance (or taken off your overdraft). Please ask at your branch for details. Once the money has been added to your balance (or taken off your overdraft), the position will be the same as stated above;
- longer timescales apply where the cheque is not in sterling, or is not issued by a UK, Channel Islands or Isle of Man bank;
- there are some cases in which, for legal reasons, or as a result of circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the timescales mentioned above.

Interest on current accounts is normally paid into your account once a month, usually the day after we send your statement to you. The main exceptions to this are detailed in our Fees leaflet.

Please contact your branch or Relationship Manager if you would like further information on any of the above or if your current account does not pay interest, and you would like to change it to one that does.

We usually pay interest on savings accounts every month, every three months, or annually, depending on the type of savings account you have. If you are in doubt, please check the dates with your branch or Relationship Manager.

How we keep you informed

Our 'Fees' leaflet gives details of the fees we charge when you have an unarranged overdraft or when we are unable to make a payment which you have instructed us to make. The leaflet also gives details of the fees we charge for our more common specialist services. If you are a new customer, we will give you this leaflet when you open the account.

Whenever you ask about any of our specialist services, we will tell you about any fee involved. We will take all fees relating to specialist services when we provide those services. If you are not sure about fees or interest rates, please ask at your branch or visit www.iombank.com

We will give you at least 60 days' notice of the introduction of any new fees and any increases to existing fees. For more information, please refer to our 'Fees' leaflet.

Statements

Your statements give you a detailed record of every transaction on your account. Always check your statement carefully and let us know if you think that anything is wrong. For joint account customers we can send statements to each party and to different addresses, if you ask us to.

Please keep us informed

Please make sure you let us know as soon as possible when you change your:

- name;
- address;
- phone number; or
- e-mail address.

If we do not hold correct information we may make your account dormant to protect us both.

Your money with us will always remain your property, even if it is in a dormant account. If you should die, it will become part of your estate. This is the case no matter how many years pass.

In the event of your account not being used for over 5 years and where we do not hold a current address we may employ a tracing agent to find your new address. Any costs incurred will be debited to your account with us.

When you pay money in, how soon can you take it out?

Cheques

If a sterling cheque issued by a UK, Channel Islands or Isle of Man bank is paid into your account and your account is in credit, you will normally be able to withdraw the money no later than four business days after the 'transaction day' or 'T'. As explained on pages 4 and 5, T is the day on which the money is added to your balance.

For example, if the money is added to your balance on a Monday (T), the day on which you will be able to withdraw it (T+4) will be the following Friday (though you will normally be able to withdraw the money earlier than this at our discretion). However, you cannot be sure that the money is yours until the end of the sixth business day after it was added to your balance (T+6). For details, see below under the heading "When a cheque is returned unpaid".

As before, longer timescales apply where the cheque is not in sterling, or is not issued by a UK, Channel Islands or Isle of Man bank.

Please contact your branch or Relationship Manager if you would like further information on any of the above.

Faster confirmation of payments

We can specially present a cheque to the issuing bank or building society to obtain early confirmation (usually the next business day) that it will be paid. You may not receive the funds any earlier than normal, but you will have confirmation that the cheque will not be returned unpaid. If you use this service, we will charge a fee. For details, please read our 'Fees' leaflet.

When a cheque is returned unpaid

If a sterling cheque issued by a UK, Channel Islands or Isle of Man bank is returned unpaid after it has been paid into your account, we can deduct the amount of the cheque from your balance (or add it onto your overdraft) at any time before the end of the sixth business day after the 'transaction day' or 'T'. As explained on pages 6 and 7, T is the day on which the money is added to your balance (or taken off your overdraft). In other words, you will not be sure that the money is yours until the end of T+6.

For example, if the money is added to your balance on a Monday (T), the point at which you can be sure the money is yours (the end of T+6) will be the end of the Tuesday of the following week (or the Wednesday of that week if the Monday is a bank holiday). If, before then, the cheque is returned unpaid, we will deduct the amount of the cheque from your balance – even if we have already allowed you to withdraw the money. If this means that an unarranged overdraft arises on your account, you will have to pay interest and fees as explained in our 'Fees' leaflet.

However, if the cheque is not returned unpaid until after the end of T+6, we will not deduct the money from your account (or add it onto your overdraft) unless: (a) you give your consent or (b) you were knowingly involved in a fraud concerning the cheque.

As before, longer timescales apply where the cheque is not in sterling, or is not issued by a UK, Channel Islands or Isle of Man bank.

Please contact your branch or Relationship Manager if you would like further information on any of the above.

Out-of-date cheques

Banks reserve the right not to pay a cheque which is over six months old. A cheque older than six months is no longer valid and you will not be able to pay it in. You should refer back to the person who issued the cheque and ask for a replacement if you still need it. If you have issued a cheque to a third party and it has not been cashed within six months, you should speak to us to get it stopped if you don't want it paid.

Direct Debit

Direct Debit is a convenient way to pay regular bills. Once set up, the amount is automatically collected from your account, saving you time and hassle. Some companies even offer discounts for paying this way.

It's easy to:

- set up a Direct Debit by filling in the form supplied by the company you wish to pay;
- cancel a Direct Debit by telling us in writing, or if registered, by using our Internet and Telephone Banking services – usually we require at least three business days' notice to cancel a Direct Debit, but please note that we are only able to cancel a Direct Debit if you tell us before we are committed to make the payment. When cancelling a Direct Debit, you should also tell the recipient.

Our Direct Debit Guarantee protects you against unauthorised Direct Debits being taken from your account in error, whether by a company or organisation, or by ourselves.

For example, if:

- too much is taken;
- it is taken too early;
- it is taken after you have cancelled;
- you have not been given enough notice of a change to a Direct Debit amount or date.

If you think an amount has been wrongly taken from your account under a Direct Debit, tell us straight away and if it is an error, we will give you a full refund.

Faster Payments

The introduction of the Faster Payments service means that standing orders, Online and Telephone Banking payments between accounts at banks which are in the system will normally be received almost immediately, but may sometimes take up to two hours, providing the payment amount is within the Faster Payments set limits. Payments between banks not in the scheme or without the set limits will continue to take two business days to reach the account.

Standing orders and payments made between accounts in Isle of Man Bank are also immediate.

When you set up an Online or Telephone Banking payment you will be advised if the payment will go under the Faster Payments service or via the current three day cycle. For higher value payments you will still need to use CHAPs, for which the normal charge will apply. We may carry out extra identity checks when you are making larger payments or withdrawing large amounts of cash from your account.

Transferring money between accounts

If you hold more than one account with us, we can arrange for the immediate transfer of funds from one account to the other. Simply visit your local branch or if you are registered, use our Internet and Telephone Banking services. You can also set up an automatic transfer arrangement to suit your circumstances.

Salaries, pensions and benefits

Regular income can be paid directly into your current account. Just give your employer, pension provider or benefits agency your current account details and they will take care of the rest.

Cash

If you pay cash into any Isle of Man Bank branch before 3.30pm on a working weekday, it will normally clear the same day. Cash paid in after 3.30pm will clear on the next working day. We recommend you pay in cash and cheques separately, as cash paid in over the counter will be available to withdraw there and then. If you pay in cash and cheques together, you will not be able to withdraw the cash until the following business day.

Please remember

If at any time we receive instructions to withdraw funds from your account and there are insufficient funds, including any arranged overdraft facility, available on your account to cover the withdrawal, we may refuse to pay some or all of the items.

Examples of our receiving instructions to withdraw funds include cases where:

- cheques you have issued are presented for payment;
- standing orders and Direct Debits are due to be paid;
- you withdraw money from a cash machine;
- you request us to make payments via our Internet and Telephone Banking services;
- any other transaction on your account which falls due for payment.

Quick deposit service

Many of our branches also offer a quick deposit service, enabling you to pay in cash or cheques in a matter of minutes.

Making sure you are happy with your account

If you are not happy with your choice of account, you may cancel it within 14 days.

The 14 day period runs from:

- the date on which your account is opened, or;
- the date on which you first receive a copy of 'Personal Banking - Terms and Conditions' and 'Fees' leaflets, and a copy of any other documents which contain contractual terms relating to the account; whichever is the later.

If you wish to cancel your account, you need to confirm your decision in writing addressed to your branch. If you do so, we will give you all your money back with any interest it has earned, and we will ignore any notice period and any extra charges.

The 14 day cancellation period would not apply if you have an account, such as a bond, whose price depends on fluctuations in the financial market outside our control.

Changes to account terms and charges

Occasionally, we may change the Terms and Conditions and charges relating to your account. If we do so, we will tell you as described in our 'Fees' leaflet. If we make a change to the Terms and Conditions which is not to your advantage or if we introduce or increase a charge, we will always tell you personally at least 60 days beforehand and we'll ignore any notice period for 60 days from the date we first notify you – enabling you to change or close your account without charge or loss of interest.

Are your personal details safe with us?

Confidentiality

At Isle of Man Bank, we understand how important it is for you to know that we will keep your account details confidential. We will not pass on information about you to other companies or people outside The Royal Bank of Scotland Group of companies (the "Group"), of which we

are a member, unless we have your permission to do so, or we are required or permitted to do so. For example:

- to follow legislation aimed at preventing money laundering;
- when we have to do so to follow an order of a court or other authority (such as the Serious Fraud Office);
- when we need to pass on information about you in order to prevent fraud or get back any money you owe us. Where you owe us money, we will try to give you at least 28 days' notice, to allow you time to put matters right;
- when we provide information to other companies who provide a service to us or you.

We may exchange information about you and your dealings with any Group company with other companies in the Group. We may do this to:

- assess credit and insurance risks;
- prevent and detect fraud; and
- develop customer relationships, services and systems.

We will not exchange information about you with other companies in the Group for marketing purposes without your permission.

We have certain duties under the Data Protection legislation and always use the information we hold about you in a responsible way. You can ask for a copy of your personal records, but we will charge a fee for this service. Please ask for details.

Banker's references (also known as status enquiries)

If you take on new financial commitments, other companies or individuals may ask us whether we think you can meet these commitments. We will only reply with your written permission. The reply we give is an opinion based on our knowledge of you and your financial affairs. It is not a guarantee for which the Bank can be held responsible. You will have to pay a charge when we provide you with this service. For details please contact your branch or Relationship Manager.

Can you guarantee a loan for someone else?

If you want to provide a guarantee or other security for someone else's loan or debt (for example, a son, daughter or other relative), you may become responsible for the money they owe. We will tell you the maximum principal amount you could be asked to pay. Before you guarantee a loan for anyone else, we strongly recommend that you get independent legal advice.

Are you protected against fraud?

We go to great trouble to guard against fraud. Among the measures we take are the following:

New accounts

- we ask new account holders for suitable identification as proof of their identity and address;
- like most banks and building societies, we may consult credit reference and fraud prevention agencies before we open an account or approve an application for a loan or credit card.

Day to day banking

At times, we may make extra identity checks when payments are made from your account and we may also need an extra period of notice if you are withdrawing a large amount of cash from your account. Our fraud detection systems help us to identify any unusual transactions on your account, so we may contact you if anything looks out of the ordinary. However, we would never contact you via email or telephone asking for your Telephone or Internet Banking security details.

We have introduced Chip and Pin terminals into our branches, which will help to confirm your identity. You may be asked to use your card to authenticate some transactions. It is important that you keep us informed of any changes to your contact details. If you are unsure about any of our requirements, just ask at any Isle of Man Bank branch.

Taking care and protecting your account

You can help us to prevent fraud by following these simple guidelines:

Cards, PINs and security information

- if you have a Debit card, keep it separate from your cheque book at all times;
- if you have a Debit card, ATM card, Credit or Charge card, you may also have a Personal Identification Number (PIN), which you will need to use cash machines and to pay for goods and services;
- always learn the PIN or other security information we may send you and destroy the slip giving you the information;

- do not keep a note of your PIN number where anyone else might recognise it. If you think that someone else knows your PIN, or other security information, you must tell your branch immediately and they will arrange for you to receive a new card and PIN;
- for extra security, you can change your PIN to a number of your choice. You can do this at any time using an Isle of Man Bank cash machine, which will tell you how to do this. Please choose your new PIN carefully so that other people cannot guess what it is;
- always keep your card receipts safely and dispose of them carefully;
- never allow anyone to use your card, PIN or other security information. If you do, we could hold you responsible for money taken from your account;
- when disposing of any card, please ensure the card is cut in half along the entire length of the magnetic strip. We recommend that the two sections are then cut into small pieces. Please ensure that the chip within the card is also cut in half.

Cheques

- when writing a cheque, it is always good practice to draw a line through any unused space, as this will prevent unauthorised people from adding extra numbers or names;
- cheques should bear the date on which you write the cheque. If you post-date a cheque, there is a risk that we may pay the cheque prior to the date you have written on it. Therefore, we recommend that you do not post-date cheques;
- if you are sending a cheque through the post to a large organisation, or paying into a bank or building society account, we recommend you write clearly the name of the account you want the cheque paid into.

Internet Banking

Isle of Man Bank Internet Banking services are a simple, safe and convenient way to access and manage your accounts online. To ensure that you stay safe online we recommend these simple steps to protect you and your computer.

1. Never divulge your online PIN and password.
Remember that we only ask for random characters, not the full online PIN or password.
2. Never respond to an e-mail that asks for confidential or personal security information. We will never send you such an e-mail.
3. Ensure that there is up to date Anti-Virus and Firewall software on any computer you use for Internet Banking.

To find out more about Anti-Virus and Firewall software, or to keep up to date with developments, please visit our website at: www.iombank.com/security.

Electronic transfer

You can transfer funds out of your account to other people by electronic funds transfer. If you do, you need to ensure that you give us all of the correct details of the person you are paying the money to – such as the sort code and the account number. If you give us the wrong details, the money might end up going to someone else and you may not be able to recover it.

Looking after your financial details

Criminals can use personal information about you fraudulently. You should take great care when disposing of documents which contain your personal or financial details. These items may include bank statements, benefits books, utility bills, blank cheques or card receipts. We recommend that any papers showing information about your financial affairs are shredded, or cut into tiny pieces.

You must tell us immediately if you discover that your cheque book or card has been lost or stolen, or that someone else knows your PIN, password or other security information.

Reporting a lost card

We have a 24-hour Card Loss Centre for you to report lost or stolen cards. The number is **01534 620050**.

If your card is misused before you tell us that it has been lost or stolen, you will normally have to pay up to £50 towards any overdraft which is created or increased on your account. If you have acted dishonestly or carelessly, you may be responsible for all amounts spent or withdrawn.

Please bear in mind that this is only a short summary of your liability for loss. For full details, please look at our leaflet 'Personal Banking – Terms and Conditions' (available in our branches).

Stopping cheques and cancelling payments

If you would like us to stop a cheque or cancel a payment or a series of payments you have authorised, you should do the following:

Cheques

- please tell us the cheque number and date, the amount of the cheque, your account number and the name of the payee;
- cheques covered by a cheque guarantee card cannot be stopped;
- we are unable to accept instructions via our Internet Banking services;
- you must tell us to stop the cheque before it is debited to your account.

Standing orders

- we need the name of the recipient, amount and frequency;
- you must tell us to cancel the standing order at least three business days before the item is debited to your account.

Direct Debits

- we recommend you tell the recipient of the Direct Debit also;
- we need the name of the recipient, amount and frequency;
- you must tell us at least three business days before the item is debited to your account.

We can accept your instruction to stop a cheque or cancel a payment:

- in writing at your branch or via the post;
- by using your computer, if you are an Internet Banking customer. (Please note that cheques cannot be stopped using our Internet Banking services);
- by calling us using your usual telephone number.

Important

We are not able to stop a cheque or cancel a payment if you do not give us notice before we are committed to pay the cheque or make the payment.

Financial problems?

If you have financial problems, come and talk to us, and we will try to help you solve them. Depending on your circumstances, we could set regular or fixed repayments for debts, or we could reduce or suspend your repayments for a certain period.

If you have a more serious debt problem, we will work with you and put you in touch with organisations that offer help and advice to sort out your repayments and overcome your difficulties.

If you feel you need independent financial advice, we will be happy to direct you to someone, or to work with your chosen adviser. In certain circumstances, we may ask you to return either your cheque book, Debit card, Credit or charge cards, or in some cases all of them. We do this to help make sure that any problems do not get worse. As long as there is money in your account, we will usually be happy to allow you to use an ATM card to withdraw the money from cash machines.

The sooner you come to us, the more likely it is that we will be able to help.

Worried about small print?

We try to keep our communications with customers as clear and straightforward as possible, using plain English whenever we can. But credit agreements, insurance policies and other formal documents sometimes have to use technical language.

If anything is not clear, our staff can usually explain any technical terms and will recommend you seek independent legal advice if appropriate.

Can we close your account?

Occasionally, we stop providing certain types of account because we have developed others that provide a better service. If we have to close your account for this reason, we will let you know at least 60 days beforehand.

If we have to close your account for other operational reasons, we will write to inform you of the appropriate details.

Moving your account

If you choose to move your account to another bank or building society, we will co-operate with them and give them information about the regular payments from your account within three business days, so that the transfer is made as efficiently as possible. We will close your account without undue delay when you ask us to do so.

If you wish to transfer your current account to us we will tell you:

- how the process for transferring your account will work and where responsibility will lie for each step in the process;
- what information your old financial institution will pass to us;
- what features you will be offered with the new account so that you can compare your new account features with your old account;
- how long the transfer is likely to take. We will provide you with what you need to operate the account within 10 business days of approving your application.

Important information for joint account holders

Each party to a joint account is entitled to see data about all transactions on the account. If you do not wish your partner to have access to information about your transactions, you may prefer to operate a sole account.

The way a joint account is operated is governed by a document called a mandate, signed by each joint account holder, which usually forms part of the joint application form.

Where the account is 'either to sign', each party can take or use everything in the joint account and will be able to create an overdraft without knowledge or agreement of the other parties. This applies equally to any arranged or unarranged overdrafts, where the borrowing is in excess of an arranged limit. Each party is personally responsible for the whole debt, even if they did not agree to it, or know about it.

What happens if a party to a joint account dies?

The balance on your joint account usually passes automatically to the remaining joint account holder and is owned by them. The name of the deceased party is removed and the remaining party can continue to operate the account

normally. If there is an overdraft on the joint account, when one of you dies, we may insist that the borrowing is paid from the other parties' assets and that the account is closed.

When can the bank 'freeze' your account?

- When we receive a request to convert the joint account into a sole account and we do not have your joint agreement as to how the money in the joint account is to be divided between you. If the joint account is overdrawn, the Bank may decide not to let you convert it to a sole account unless you both remain responsible for the debt. Following notification of bankruptcy of any party to the joint account. We will have to return cheques drawn on the account, even if the account is in credit.
- Where we know of a dispute between the parties to the joint account. You should tell us immediately if you are unhappy about the way your partner is using the account, or are worried about how it may be used in future. If the relationship between the parties has ended e.g. divorce, all parties must contact us to arrange for the joint account to be closed and new sole accounts to be opened. We will need you to give us joint instructions about how to handle existing standing orders or Direct Debits and how the money in the account is to be split between you. We will need you to confirm your arrangements for repayment of any borrowing with us. Until you cancel the joint account instructions, all parties will continue to be liable for new payments and any overdraft and charges that result. If any cheques are supported by a cheque guarantee card, we may have to pay them.

Paying in cheques

Cheques made out to only one party can be paid into the joint account, but a cheque made out to both parties cannot be paid into a sole account. If you would like further information about operating a joint account please ask a member of staff.

If you need to complain

We do everything we can to make sure our customers get the best possible service. However, sometimes, we don't get things right.

When that happens, we always encourage you to tell us about your complaints, so that we can put matters right.

We want to:

- make it easy for you to tell us about your complaint;
- give your complaint the attention it deserves;

- resolve your complaint without delay;
- make sure you are satisfied with how your complaint was resolved.

How and where to complain

If you're not satisfied with any aspect of our service or products, you can tell us about your complaints in the following ways.

In person – visit any of our branches and speak to one of our staff.

In writing – address your letter to the Manager of your branch or your Relationship Manager.

By telephone – use your usual number for contacting the Bank.

Online – visit our website at www.iombank.com for further information.

How long will it take?

Immediately

Our aim is to address any complaints as soon as possible and within the regulatory guidelines. The timescales we adhere to are detailed below.

Five days

If we have been unable to resolve your complaint by the end of the following business day, we will write to you within five business days to:

- acknowledge receipt of your complaint;
- tell you who is dealing with your complaint;
- tell you how long we expect to take to resolve it.

Four weeks

In the majority of cases, we will be able to resolve your complaint within four weeks.

If we have not resolved it within four weeks, we will contact you to explain why and tell you how much longer we expect it will take to resolve.

Eight weeks

In exceptional circumstances, where your complaint is particularly complex, matters may take longer than eight weeks to resolve. If this occurs, you will be advised in writing what investigation has taken place and you will be provided with a reason as to why the complaint has not been resolved.

Additionally, you will be provided with a realistic timescale as to when a final response can be expected.

Investments and payment protection insurance

Our Customer Service Team are a specialist team who deal with investment and insurance related complaints. They conduct an independent review, collating information from several areas including your file and the product providers. It may also be necessary to ask you to provide more information. The team will acknowledge your complaint in line with the timescales detailed earlier.

If you are not happy with the results of the review we hope that you would let us know. However, customers whose complaint relates to an event after 20 April 1999 have the right to contact the Isle of Man Financial Services Ombudsman Scheme ('the Ombudsman'). Please see page 23 for the contact details of the Ombudsman.

What happens if you're not happy with our response?

Our aim is that your complaint should be resolved as quickly as possible by staff who have the right experience, knowledge and authority.

However, if you're not satisfied with our action or explanation you can ask for your case to be reviewed at a higher level within the Bank.

Our Customer Service Team are a specialist team who will need to investigate your complaint fully and therefore will aim to reply within 2 weeks from the date you contact us. If the investigation is likely to take longer, they will keep you fully informed of progress.

You can write to the Head of Customer Service at the address shown below. Please quote your account number, branch sort code, details of your complaint and what you would like the Bank to do to resolve it.

Head of Customer Service
PO Box 678
23-25 Broad Street
St Helier
Jersey
JE4 8PD

What happens if we can't reach an agreement?

Isle of Man Bank is a member of the Ombudsman and if we cannot reach agreement with you, we will send you a 'final response letter'. This will clearly set out Isle of Man Bank's position with regard to your complaint and will also advise you how to contact the Ombudsman to request them to review your case if you feel it appropriate.

The Financial Services Ombudsman Scheme

The Ombudsman acts independently of the Bank and provides a free service as an impartial adjudicator. The Ombudsman can deal with complaints about most types of banking business. However, they must be a private individual.

There are certain types of complaint the Ombudsman cannot deal with, including the following:

- a mistake that has not caused financial loss, material inconvenience or material distress;
- matters that have been (or are being) dealt with by a court;
- the way the banking system operates;
- the way in which the Bank used its commercial judgement - for example, whether or not to give someone an account, a loan or a credit card - and the terms applied unless there was a maladministration. (Maladministration includes material mistake, undue delay, improper discrimination or failure to follow proper procedures);
- fees or interest that are charged properly under the terms of the account.

If you wish to ask the Ombudsman to review your complaint.

The address to write to is:

The Financial Services Ombudsman Scheme
Government Building
Lord Street
Douglas
Isle of Man
IM1 1LF

Isle of Man Bank Limited (IOMB). Registered Company Number: 1 Isle of Man. Registered Office: 2 Athol Street, Douglas, Isle of Man, IM99 1AN. Licensed by the Financial Supervision Commission of the Isle of Man and registered with the Insurance and Pensions Authority in respect of general business.

Our services are not offered to any person in any jurisdiction where their advertisement, offer or sale is restricted or prohibited by law or regulation or where we are not appropriately licensed.

If you are not satisfied with any of our products or services, we have a complaints procedure that you can use. A leaflet, giving details of the procedure, is available from your branch upon request.

Calls may be recorded.