

Business Banking

Terms and Conditions

ISLE OF MAN BANK 

CONTENTS

Introduction.....	1
Section A: Conditions of general application	6
Section B: Remote banking conditions.....	14
Section C: Card conditions	15
Section D: Account specific conditions	17

Introduction

- i) These terms and conditions (the "**Conditions**") form part of the contract between you, the **Customer** and us, Isle of Man Bank Limited (**IOMB**), (the "**Bank**"). The contract also includes the interest rates and charges for our accounts as shown in our leaflet 'Business Banking – business account charges'. If you have a deposit account or fixed term deposit with us, your contract also includes the account interest rates in our information sheet (when applicable) relating to your deposit account or fixed term deposit.
- ii) These Conditions are divided into **General Conditions** and **Account Specific Conditions**. The General Conditions apply to all accounts and services we offer to business customers. The Account Specific Conditions apply to particular accounts.
- iii) If an Account Specific Condition is inconsistent with any General Condition, the Account Specific Condition will apply.
- iv) We may allow you extra time to comply with your obligations or decide not to exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.
- v) You should read these Conditions carefully and retain a copy for future reference. We can provide you with additional or up-to-date copies of these Conditions (and any other documents which form part of the contract between you and us) if you ask us. These Conditions are also available on our website iombank.com or from your Relationship Manager.
- vi) References in these Conditions to our leaflet 'Business Banking – business account charges' are references to this leaflet as amended from time to time. We may change our interest rates and charges in these leaflets by exercising our powers under General Conditions 9 and 12.
- vii) Rights of lien, pledge, set-off and combination. You agree that, in addition to any general lien or similar right to which we may be entitled, we shall have a right at any time at our discretion without telling you first, to combine or consolidate all or any of the accounts under the same business or organisation name and to set off or transfer any sums standing to the credit of any one or more of the accounts against any of your liabilities to us, whatever their nature, in whatever currency they are denominated, and whether they are payable yet or not (including but not limited to, any joint and several liabilities you owe us). In addition, we shall have lien over securities or other items that have been deposited with us for you (including, but not limited to cheques given to us for collection). We will notify you as soon as practicable after exercise of any of the rights set out above.
- viii) Conflicting claims. If we consider the funds in the account are or may be subject to conflicting claims, we may at our absolute discretion take such steps as we deem necessary including, but not limited to, the taking of legal advice and making an application to any court of competent jurisdiction by way of interpleader or analogous process, and shall not be liable for complying with the order of any such court. You agree that pending resolution of any conflicting claim, we shall have the right to refuse to pay or deliver all or any part of the funds in the

account to you and to charge you with all costs associated with taking any steps to resolve or deal with such claim(s) or to protect our interests.

- ix) Unless we expressly agree in writing, we do not hold ourselves out as providing advice on the suitability of accounts or facilities for you (including tax circumstances) and neither we nor our employees will be liable for any loss arising as a direct or indirect result of indications given of such suitability. You should obtain independent professional advice on such matters and upon any security or guarantee required by us.
- x) 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.

USE OF PERSONAL INFORMATION AND REGULATORY DETAILS

YOUR INFORMATION

1.1 Who we are

Your account is with Isle of Man Bank Limited (IOMB). We are a member of The Royal Bank of Scotland Group (the “**Group**”). For information about our group of companies, please visit rbs.com and click on ‘About Us’, or for similar enquiries please telephone 00 44 131 556 8555 or Textphone 0845 900 5960.

1.2 Your electronic information

If you contact us electronically, we may collect your electronic identifier (e.g. Internet Protocol (IP) address or telephone number), supplied by your service provider.

1.3 How we use your information and who we share it with

1.3.1 Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

1.3.2 We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- understand customers’ requirements;
- develop and test products and services.

1.3.3 Customers of Isle of Man Bank are advised that National Westminster Bank plc (“**NatWest plc**”) provide product support and this will enable NatWest plc in the United Kingdom to access your account data.

1.3.4 We will not disclose information to anyone outside the Group except:

- where we have permission;
- where we are required or permitted to do so by law;
- to credit reference and fraud prevention agencies and other companies that provide a service to us or you;
- where we may transfer rights and obligations under an agreement.

1.3.5 We may transfer personal information to other countries on the basis that anyone to whom we pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

1.3.6 From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. If you do not object to the change within 60 days, you consent to that change.

1.3.7 If you would like a copy of the information we hold about you please write to your Relationship Manager. A fee may be payable.

2 Credit reference agencies

2.1 We may make periodic searches at credit reference agencies about your business and the proprietors of that business and will provide information to the Group to manage and take decisions about your accounts. This may include information about how you manage your business and personal accounts including your account balance, credit limit and any arrears. We will also provide this information about your business or organisation, including information about the proprietors of the business or principals of the organisation to credit reference

agencies who may make this information available to other organisations so that they can take decisions about you, your associates and members of your household. The information may also be used for tracing purposes.

3 Fraud prevention agencies

3.1 If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- checking applications for, and managing credit or other facilities and recovering debt;
- checking insurance proposals and claims;
- checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

3.2 We can provide the names and addresses of the credit reference and fraud prevention agencies we use if you would like a copy of your information held by them. Please contact any branch or your Relationship Manager. The agencies may charge a fee.

4 COMPLAINTS

If you are not satisfied with any of our products or services, we have a complaint handling procedure which you can use to resolve such matters. You may request a leaflet giving details of the procedure from any branch or your Relationship Manager.

Account terms

These terms apply to the following accounts provided by Isle of Man Bank:

Current accounts:

- Business Current account
- Community Current account

Deposit accounts:

- Bonus Saver
- Business Reserve
- Client Deposit Manager
- Liquidity Manager
- Special Interest Bearing account
- Business Treasury account
- Cash Management account
- Call Account Plus
- Platinum fixed term deposit and Savings Bond accounts
- Platinum 14
- Platinum 60
- Platinum 90

These Conditions and the related application form set out the **Agreement** between the Bank and the Customer. The Agreement also includes the 'Use of Personal Information and Regulatory Details' as set out above and the tariff advised. The Agreement will remain in force until it is terminated in accordance with the termination provisions.

In these Conditions and in our leaflet 'Business Banking – business account charges' we use the term "**Business Day**" to refer to any day from Monday to Friday (inclusive) which is not a bank holiday in the jurisdiction in which the Customer's account is maintained.

These terms consist of:

Section A General terms which apply to all accounts

Section B Conditions which apply if the Bank allows the use of online banking

Section C Conditions which apply if the Bank issues a debit card

Section D Specific conditions which apply to individual accounts

SECTION A: CONDITIONS OF GENERAL APPLICATION

5 USE OF ACCOUNTS

- 5.1 The Customer may make and receive payments on current accounts.
- 5.2 The Customer must not overdraw a deposit account.
- 5.3 Where there is more than one account holder, each is responsible for all transactions carried out and for the repayment of any borrowing on the account.
- 5.4 Deposit accounts must be used for business savings only. They should not be used for receiving day to day payments, clearing cheques or paying in notes or bulk coinage. If a deposit account appears to be used for those purposes the Bank may refuse to accept payments into the account.

6 PAYING INTO AN ACCOUNT

6.1 Cash and electronic funds

- 6.1.1 Cash deposited with the Bank before 3.30pm on a Business Day will be available on the Account on the same day for cash withdrawals or purchases using a debit card.
- 6.1.2 Electronic payments to the account will be available on the account on the same day if received by 6.00pm on a Business Day. Payments received after the cut-off time will be credited on the next Business Day.
- 6.1.3 Transfers to the account from any other account of the Customer with the Bank instructed before 3.30pm on a Business Day will be available on the account on the same day.
- 6.1.4 Currency notes may be deposited and withdrawn from the Account, but in each case a charge will be made. This charge may be debited either in currency or sterling, as the Customer prefers. The charge levied may be disproportionate where small sums are involved. Further information regarding charges may be obtained from the Customer's Relationship Manager or branch staff on request at any time.
- 6.1.5 Foreign Currency notes in the same currency as the Account deposited with the Bank before 3.00pm on a Business Day will be available on the Account on the same Business Day.
- 6.1.6 Foreign Currency notes in a currency other than the currency of the Account deposited with the Bank before 3.30pm on a Business Day will be available on the Account after three Business Days.
- 6.1.7 The Bank may credit the Account before examining and counting the notes. If a discrepancy is discovered (for example forged notes), the Account balance will be adjusted accordingly and the Bank will notify the Customer.

6.2 Cheques

- 6.2.1 Cheques should be made payable to the account holder or Isle of Man Bank; endorsements are not accepted. Funds received in a currency for which the account holder does not maintain an account may, unless the account holder has given instructions to the contrary, at the Bank's absolute discretion be converted and credited to an existing account held in the name(s) of the account holder as considered appropriate by the Bank. The cost of currency exchange will be borne by the account holder.
- 6.2.2 A sterling cheque drawn on a UK, Channel Islands, Isle of Man or Gibraltar bank paid in at the account holding branch or received by the Bank (after being paid in at another branch or sent to the account holding branch by post), on a Business Day, will be credited to the account by the next Business Day,

otherwise it will be credited on the next Business Day following the first Business day on which the Bank receives it. However, it will not be included in the account balance:

- a) for the calculation of interest until two Business Days after it was credited to the account;
- b) for use by the Customer until four Business Days after it was credited to the account. If the cheque is subsequently returned unpaid, the Bank may debit the account up to 3:30pm six Business Days after the cheque was credited;
- c) the money will be available for the Customer to use no later than four Business Days after it is added to the account balance;
- d) if the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. The Bank will deduct the amount of the cheque from the Customer's balance no later than the end of the sixth Business Day after it was added to the Customer's balance. After that, the Bank will not deduct the amount of the Customer's cheque from the account balance unless the Customer gives consent to the Bank doing so or the Customer was knowingly involved in a fraud concerning the cheque.

6.2.3 Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into the Customer's account may be prevented or may take longer than the time periods set out in General Condition 6.2.2.

6.2.4 A non-sterling cheque or a cheque which is not issued by or deposited with a UK, Channel Islands, Isle of Man or Gibraltar may take longer to clear. The Bank will provide details on request.

6.2.5 Paying cheques into the Customer's account will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by the Bank.

6.3 Business Quick Deposit Service

6.3.1 If the Bank has agreed that the Customer may use the Business Quick Deposit Service to deposit cash or cheques into an account:

6.3.2 the Bank will provide instructions on the use of the service and supply a wallet on request;

6.3.3 if the Customer delivers a wallet to the Bank before 3.30pm on a Business Day, the account will be credited on that day with the amount shown on the bank giro credit in the wallet, otherwise the account will be credited on the next Business Day;

6.3.4 the amount in the wallet may not be checked until after the account has been credited. If the amount in the wallet is greater or less than the amount shown on the bank giro credit or the wallet contains any forgeries:

- a second member of the Bank's staff will check the contents;
- the Bank will adjust the account to reflect the difference;
- the Bank will try to notify the Customer within five Business Days;

6.3.5 no foreign currency notes may be put in a wallet.

6.4 Refusal of payments into the Customer's account

6.4.1 The Bank may, without giving a reason, refuse to accept a payment into the Customer's account.

7 PAYMENTS OUT OF THE CUSTOMER'S ACCOUNT

7.1 The Bank will not make a payment to another party unless the Customer has consented (whether as an individual transaction or a series of transactions) by giving instructions in

accordance with the authority held by the Bank. The Bank may not accept certain types of instruction on deposit accounts.

7.2 Specific terms and conditions apply to some type of payments the Customer may instruct the Bank to make from the account including (without limitation) CHAPS payments, euro payments to Europe and other payments abroad in any currency. These should be requested from the Customer's Relationship Manager or account holding branch.

7.3 The Customer may ask the Bank to check the status of any payment the Customer has instructed the Bank to make and the Bank will notify the Customer of the outcome. This may involve the Bank relying on another bank, building society or organisation involved in processing or receiving the payment for information.

7.4 Payments out of the Customer's account.

7.4.1 If the Customer does not provide correct payment details, the Bank will not be liable for failing to make a payment or making an incorrect payment. The Bank will make reasonable efforts to recover the funds, although it may charge for this. The sort code and account number of an account identifies it, not the name of the account holder.

7.5 Withdrawals and other transactions

7.5.1 If the cleared balance on the Customer's account (plus any unused arranged overdraft facility) is sufficient, the Customer may carry out transactions on the account and withdraw money at any time. For the Customer's protection, there is a daily limit on the amount of cash available for withdrawal using the account card at a cash machine.

7.5.2 The Customer may make withdrawals from a deposit account at the account holding branch. The Bank may permit the Customer to make withdrawals from a deposit account at another branch, on written request from the Customer to the account holding branch or the Customer's Relationship Manager.

7.6 Cheques

7.6.1 When the Customer pays a cheque out of the account, the Bank may decide not to pay it if:

- there is not enough money in the Customer's account, or payment of the cheque would cause the account to exceed any arranged overdraft limit; or
- the cheque contains a technical irregularity (for example, a difference between the amount written in figures and the amount written in words); or
- the Bank has reasonable grounds to suspect fraudulent activity.

7.6.2 The Bank will only pay a cheque if it has been written by filling in one of the cheque forms the Bank has supplied to the Customer.

7.6.3 The Customer must not issue future dated cheques. If the Customer does, and a cheque is presented for payment before the date specified, the Bank may pay it.

7.6.4 Foreign currency cheques are payable in the UK and may not be acceptable to overseas beneficiaries because of collection charges imposed by their own bank and delays in international clearing.

7.7 Timescales for making payments

7.7.1 The time of receipt will be the time the Bank receives the Customer's instructions rather than the time that the Customer sends them. Instructions received on a non-Business Day, or after the notified cut-off time for receiving an instruction, will be

treated as having been received on the next Business Day. Instructions for future dated payments will be treated as having been received on the date for payment, or if this is not a Business Day, on the following Business Day.

- 7.7.2 Where the Customer instructs the Bank to make a payment using the Faster Payments Service, the payment will normally be credited to the payee's account immediately (but may sometimes take up to 2 hours), providing the payment amount is within our defined limits and the receiving bank is a member of the Faster Payments Service. Further information on the Faster Payments Service can be found in our leaflet 'Our commitment to you'.
- 7.7.3 a) if the instruction is electronic or by telephone and for payment in sterling or euro, by the end of the first Business Day following the day on which the Bank received the instruction.
b) if the instruction is on paper and for payment in sterling or euro, by the end of the second Business Day following the day on which the Bank received the instruction.
- 7.7.4 If the instruction is on paper and for payment in sterling or euro, by the end of the second Business Day following the day on which the Bank received the instruction.
- 7.7.5 For payments outside the EEA, different payment timescales will apply. The Bank will provide further information on request.
- 7.7.6 Where the Customer instructs the Bank to perform a currency conversion between euro and sterling, the Bank will credit the institution which holds the payee's account by the end of the third Business Day following the one on which the Bank receives the Customer's payment instructions provided that:
a) the payee's account is held within the UK, Channel Islands, Isle of Man or Gibraltar; or
b) in the case of a cross-border payment, the cross-border transfer takes place in euro.
For other currency conversions, different execution times will apply.
- 7.7.7 For most transfers between accounts in different currencies, funds will appear as part of the cleared balance within 2 business days from the date of conversion from one currency to another.
- 7.7.8 Three business days notice is required for the withdrawal of foreign currency notes.

7.8 Cancellation

- 7.8.1 If the Customer wants to cancel a payment, the Customer will notify their branch or Relationship Manager (or such other person(s) as the Bank advises) in writing, or by telephone (followed by written confirmation) at least one Business Day before the payment is due to be made or, in the case of a cheque, presented for payment. The Customer will provide the following details:
a) for cheques: cheque number, account number, amount, name of payee and date;
b) for standing orders: name of the beneficiary, amount and frequency;
c) for Direct Debits: name of originator, amount and frequency;
d) for future dated payments: name of beneficiary, amount and due date for payment.
- 7.8.2 The Customer may not stop a cheque guaranteed by a cheque guarantee card.

7.9 Refusal of payments from the customer's account

- 7.9.1 The Bank may refuse to act on a Customer's instructions if:
- a) the Bank reasonably believe that the Customer did not give the Bank the instruction; or
 - b) the Bank reasonably suspect fraudulent activity; or
 - c) the Customer's instructions are unclear, incomplete or not in the required form; or
 - d) the Bank might act contrary to a law, regulation, code or other duty; or
 - e) it would cause the Customer to exceed any limit or restriction which applies to the account (such as a daily cash withdrawal limit from cash machines); or
 - f) the Bank has any other valid reason for not acting on the Customer's instructions.

If the Bank refuses to make a payment, the Bank will notify the customer by either letter, telephone, text message or any other form of communication the Bank agrees, and if possible, give the Bank's reasons for doing so. If the Bank refuses to act upon a Customer's instruction for the reason set out in 7.8.1 (e) above, the Bank will notify the Customer on the first occasion that payment is not made for that instruction. The Customer can obtain information on how to correct any errors that led to the refusal by contacting their Relationship Manager (unless a legal reason or certain other limited circumstances beyond the Bank's control prevents the disclosure of this information).

- 7.9.2 The Bank may cancel any standing order or Direct Debit on a Customer's account if it is unpaid on more than one occasion and the Bank reasonably think that the cleared balance (plus any unused arranged overdraft facility) on the Customer's account is unlikely to be sufficient to meet future payments under the standing order or Direct Debit.

7.10 Returned Payments

- 7.10.1 If a payment is returned, it will be re-credited to the originating account. If the amount returned is in a different currency from the currency of the account, it will be converted at the Reference Exchange Rate (see 10.1) applicable on the day it is credited to the account. This means that the credit to the account may be more or less than the original debit.

8. OVERDRAFTS

- 8.1 An overdraft may only be provided on a current account. The Customer may request an overdraft and if the Bank agrees, the overdraft details will be set out in an agreement between the Bank and the Customer.
- 8.2 The Bank may refuse a withdrawal which would overdraw an account, unless there is an overdraft agreement. If the Bank does allow that withdrawal:
- 8.2.1 it will treat the instruction as an informal request for an unarranged overdraft;
 - 8.2.2 it does not mean that the Bank will allow another similar withdrawal;
 - 8.2.3 the Customer will repay the overdrawn amount on demand;
 - 8.2.4 the Customer will pay interest on the overdrawn amount, at the Bank's unarranged borrowing rate. The unarranged borrowing rate is available from the Bank on request. Interest is calculated daily over a 365 day year and will be applied quarterly to the account on the last Business Day of March, June, September and December;

- 8.2.5 a Paid Referral Fee may be applied for unarranged borrowing or an Unpaid Item Fee may be applied if the Bank returns an item unpaid;
- 8.2.6 the Bank will not charge interest on any part of an overdraft which represents:
- a Paid Referral Fee or an Unpaid Item Fee;
 - a sum (apart from interest) payable in connection with a breach by the Customer of the Agreement.
- Any money credited to the account will reduce that part of the overdraft first.

9 INTEREST PAID BY THE BANK

- 9.1 The Bank will set the interest rate for an account and will inform the Customer of that rate.
- 9.2 Interest is calculated daily over a 365 day year.
- 9.3 The interest calculation for currencies other than Sterling is on a 360 day year. Details of our interest rates can be requested from your branch or relationship manager.
- 9.4 Interest may not be paid during periods of currency instability.
- 9.5 Interest will be applied to the account unless the Bank agrees otherwise.
- 9.6 The following **Reference Rates** apply to interest rates paid by the Bank:
- 9.6.1 where an interest rate is stated to be based on it, the Bank of England current Bank Rate. The current rate and any changes to it will be available:
- at bankofengland.co.uk; or
 - from the Bank on request.
- 9.7 The Bank may change interest rates on an account immediately and without telling the Customer in advance if there has been a change in the Reference Rate or if the change will benefit the Customer.
- 9.8 Changes to variable interest rates which do not track a Reference Rate but which are beneficial to the Customer will be available on notices or leaflets in the Bank's branches within 3 days of the change coming into effect, unless the Bank elects to notify the Customer in writing within 30 days of the change. Interest rates will also be available from the Bank on request.
- 9.9 Changes to interest rates which track a Reference Rate but which do not reflect a Reference Rate movement, and which are to the customer's advantage, will be notified to the customer in writing and will also be available from the Bank on request.
- 9.10 At least 60 days' advance notice will be given for all other changes to interest rates.

10 FOREIGN EXCHANGE CONVERSION

- 10.1 The **Reference Exchange Rate** used in foreign currency conversion is the Bank's prevailing rate of the day. The Reference Exchange Rate is available upon request from the Customer's branch or Relationship Manager.
- 10.2 The Bank may change exchange rates immediately and without telling the Customer in advance if there has been a change in the Reference Exchange Rate or if the change will benefit the Customer.

11 TERMINATION

- 11.1 The Customer may instruct the Bank in writing to close an account.
- 11.2 The Bank may without giving a reason:

- 11.2.1 refuse a deposit;
- 11.2.2 close an account.
- 11.3 The Bank will give the Customer not less than 60 days' written notice to close an account, unless the Bank considers there are exceptional circumstances.
- 11.4 The account may be closed without notice if:
 - 11.4.1 the Bank suspects that the Customer has given false information or is using the account for an illegal purpose;
 - 11.4.2 the Customer or anyone connected with the Customer behaves in a threatening or violent manner towards the Bank's staff;
 - 11.4.3 the Customer was not entitled to open the account.

11.5 Termination

- 11.5.1 When the Bank closes an account with currency other than Sterling, it may convert to sterling any currency balance using the market rate of exchange applicable at the time of conversion.

11.6 On closure

- 11.6.1 the Customer will repay any debit balance to the Bank; or
- 11.6.2 the Bank will repay any credit balance to the Customer after the Customer has returned all unused cheques and cards cut through the magnetic strip and the chip.

12 CHARGES

- 12.1 The Bank may apply charges for the use of an account and for services provided to the Customer. Service charges for operating accounts and the other charges the Bank most frequently impose will be confirmed at account opening. Details of charges for other services are also available from the Bank on request.
- 12.2 Charges for information provided at the Customer's request will be agreed between the Customer and the Bank on a commercial basis.
- 12.3 The Bank may apply new or revised charges. If the change is to the Customer's advantage, the Bank may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will notify the Customer not less than 60 days before any change is introduced.
- 12.4 The Bank will notify the Customer of any accrued service charges and interest at least 14 days before they are debited from an account. The Bank may apply all amounts due to an account even if it causes that account to be overdrawn or exceed any limit.
- 12.5 For international payments and non-sterling payments received from the UK, the agreed charge will be deducted from the amount received.

13 CHANGES TO THE CONDITIONS

- 13.1 If the Bank has valid reason it may change any of these Conditions. If the change is to the Customer's advantage, the Bank may make the change and will notify the Customer either before the change comes into effect or at the earliest opportunity afterwards. In other cases, the Bank will give not less than 60 days' written advance notice of the changes made.
 - 13.1.1 During the notice period the Customer may close their account without paying extra charges or losing interest.
 - 13.1.2 General Condition 13.1.1 does not apply:
 - a) where you have an account, such as a fixed term deposit, where the rate of interest is fixed for a period of time following conclusion of the contract;

- b) where you have an account whose price depends on fluctuations in the financial market outside our control which may happen during the cancellation period.

13.2 Revised Conditions will be available online and from the Bank on request.

14 COMMUNICATIONS

14.1 All communications between the Bank and the Customer will be in English.

14.2 Information on payments into and out of the Customer's account will appear in the Customer's statement, which the Bank will provide to the Customer on a regular basis (as agreed between the Bank and the Customer), and may also be made available at least once a month at the request of the Customer.

14.3 The Bank will provide a copy of these Conditions or any associated product documentation at the request of the Customer.

14.4 Other communications

14.4.1 Telephone calls may be recorded.

14.4.2 If the Customer's name, address, telephone number or email address changes, the Customer must notify the Bank. If the Customer notifies the Bank by telephone, the Bank may ask the Customer to confirm the change in writing.

15 LIABILITY

15.1 The Bank is not liable if it delays or refuses to process any payment where:

15.1.1 in its reasonable opinion it is in the interests of crime prevention or compliance with laws or regulations;

15.1.2 it is a consequence of checks carried out as part of the Bank's payment processing systems.

15.2 The Bank is not liable for any loss arising from a cause beyond the Bank's reasonable control or arising from any delay or failure to carry out an instruction, unless caused by the Bank's negligence or wilful default.

15.3 The Bank is not liable for any indirect loss.

15.4 At the request of the Customer, the Bank will make efforts as soon as reasonably practicable to trace an unauthorised or incorrectly executed payment and notify the Customer of the result.

15.5 The Bank is responsible for executing payments sent from and received to the accounts correctly. If the Bank incorrectly executes a payment, or if a payment is unauthorised, it will refund the payment and any interest and charges as soon as reasonably practicable.

15.6 The Bank's records as to the authentication evidence consent received from a customer and technical operability will, in the absence of obvious error, be conclusive evidence.

15.7 The Customer will be entitled to a refund in respect of an unauthorised or incorrectly executed payment only if the Customer notifies the Bank in writing without delay and no later than 13 months after the payment was debited.

15.8 If the Customer has authorised a payment initiated by or through a payee, the following conditions must also be satisfied:

15.8.1 the authorisation did not specify the exact amount;

15.8.2 the amount exceeded the amount the Customer had reasonably anticipated;

15.8.3 the Customer makes a request within eight weeks from the date the money is debited from the account. If the payment is in sterling or euro and by Direct Debit, the Customer may have

further rights under the UK and Single Euro Payments Area Direct Debit schemes.

- 15.9 The Customer must comply with any security measures required by the Bank and take all other reasonable steps, to prevent security details from being used by any unauthorised person.
- 15.10 The Customer is liable for all payments by someone who has security details, or a card or its details, with the customers consent.
- 15.11 So long as the Customer has not been negligent or fraudulent, the Customer is not liable for any losses from the use of a card or security details arising before they come into the possession of the Customer or cardholder or, after the Customer has notified the Bank that they have been lost or stolen or are known by someone else.
- 15.12 The Customer is liable for all unauthorised or incorrectly executed payments resulting directly or indirectly from an act or omission by the Customer:
 - 15.12.1 if the Customer has acted fraudulently or deliberately or with gross negligence fails to comply with the conditions governing the issue and use of a card or security details; or
 - 15.12.2 if, without undue delay and in any event within 13 months of the payment, the Customer fails to notify the Bank of the loss or theft of a card or of the security details becoming known to someone else.

16 LAW AND JURISDICTION

This Agreement is governed by the laws of the jurisdiction in which the Customer maintains the account.

SECTION B: REMOTE BANKING CONDITIONS

17 INSTRUCTIONS

- 17.1 The Customer authorises the Bank to act on an **Instruction** to make payments to or from the Customer's account(s) when the transaction has been authenticated by the required security procedure.
- 17.2 The **User(s)** will be the Customer or someone else appointed by the Customer to operate the service and give Instructions.
- 17.3 The Bank is under no obligation to allow an Instruction to be cancelled or amended once received and even if the Bank tries to reverse or revoke an action carrying out an Instruction, it may not be able to do so.
- 17.4 The Bank will only act on an Instruction during the hours of operation on a Business Day and in accordance with the cut off times advised by the Bank.
- 17.5 The Customer is responsible for all Instructions given between the time the User passes the security procedure until the User exits the service. This includes any input errors or Instructions sent by someone other than the User, so Users should not leave the service unattended while still logged on.
- 17.6 If a transaction overdraws the account or exceeds an agreed overdraft limit it will create an unarranged overdraft.
- 17.7 The Bank does not guarantee that the service will always be available for use.
- 17.8 The Bank may suspend the User's use of the service for security reasons, or where the Bank suspects unauthorised or fraudulent use of the service. Unless there is a security or other legal reason not to, the Bank will notify the User either before it takes action, or immediately after, and give reasons for doing so.
- 17.9 The User may, in some situations, use online banking services to give the Bank an Instruction to make a sterling payment

within the UK, Channel Islands, Isle of Man or Gibraltar outside of normal business hours. Where these Instructions can be accepted, the payee's bank will be credited on the same day. The User will be advised at the time an Instruction is sent if it cannot be processed until the next Business Day.

18 SECURITY

- 18.1 The Customer and each User must keep all security details secret and devices safe and prevent them from becoming known to or accessible by any unauthorised person.
- 18.2 If the Customer or a User receives a request to disclose any security details in full (even if the use of the Bank's name and logo appear to be genuine) it will be fraudulent. The Customer or User must not reveal the security details and must report the request to the Bank immediately.
- 18.3 The Customer or User must contact the Bank immediately if they suspect or believe that:
 - 18.3.1 a security device is lost, misused or stolen;
 - 18.3.2 any security details may be known to an unauthorised person;
 - 18.3.3 there has been any unauthorised use of the service.

19 CHARGES

The Customer will pay the Bank's charges for the service as agreed and confirmed at account opening or when providing the service.

20 CHANGES

The Bank may change the operation of the service or any service material, the website and software at any time and will give notice of any material changes.

21 TERMINATION

- 21.1 The Customer may terminate the service by giving the Bank written notice at any time.
- 21.2 The Bank may terminate the service by giving the Customer not less than 60 days' notice.
- 21.3 The Bank may terminate the service without notice and with immediate effect, or suspend or limit the Customer's or any User's use of the service, if:
 - 21.3.1 the Bank suspects that the security details or devices have not been kept safe; or
 - 21.3.2 the Bank suspects unauthorised or fraudulent use of the security details or devices; or
 - 21.3.3 any other circumstances occur which cause the Bank to believe that the Customer's obligations to the Bank may not be met; or
 - 21.3.4 the Bank considers it appropriate for the Customer's protection. The Bank will notify the Customer of this action as soon as possible.

SECTION C: CARD CONDITIONS

22 CARD ISSUE

- 22.1 The Bank may issue a card for use on an account, and a PIN for use with the card, to the Cardholder, who will be the Customer or someone else at the Customer's request.
- 22.2 Each card will bear the name of the Cardholder. Cardholders may only use the card issued with their name.

23 CARD USE

- 23.1 The Cardholder may:
 - 23.1.1 use a card with the PIN to obtain cash from cash machines or over the counter at any bank or bureau de change displaying the logo on the card;

- 23.1.2 use a card for purchases (and to obtain cash at the same time) from suppliers displaying the logo on the card.
The amount of cash that may be withdrawn is the lowest of:
- any cash machine, bank, bureau de change or supplier restrictions;
 - the Customer's agreed daily cash withdrawal limit;
 - the available funds on the account.
- 23.2 The Customer will ensure that each Cardholder:
- 23.2.1 complies with the Agreement and any security measures advised by the Bank;
- 23.2.2 discloses the card number to third parties only in order to carry out a card transaction;
- 23.2.3 signs any card issued immediately on receipt;
- 23.2.4 memorises any PIN, destroys the notification slip immediately, never records the PIN in a way that might be recognised by someone else and does not disclose the PIN to any person;
- 23.2.5 takes reasonable care of the card;
- 23.2.6 does not use a card while it is suspended, after it has been cancelled or in breach of any restriction;
- 23.2.7 only uses the card for business purposes.
- 23.3 The Bank may disclose information to any Cardholder(s). This information will include, but will not be restricted to details of the account.
- 23.4 The Bank may disclose information to a third party where it is necessary to carry out card transactions or to comply with its obligations as a payment scheme member.
- 23.5 When the Bank issues a replacement card, it may be under a different payment scheme.
- 23.6 A card transaction is authorised by the Customer where a Cardholder follows the supplier's requirements which may include:
- entering the PIN;
 - signing a sales voucher;
 - providing the card details and any other details requested;
 - using a card reader;
 - using a card and the PIN at a cash machine or any bank counter;
 - providing the card details and requesting a transfer from the account.

Card transactions can be single payments or recurring transactions for a specified number of payments or indefinitely. Future transactions can be authorised for certain or unspecified amounts.

- 23.7 A supplier may ask the Bank for authorisation before accepting payment by card. The Bank may decide not to give authorisation if:
- 23.7.1 the card has been reported as lost or stolen, or the Bank has reason to suspect it is lost, stolen or misused; or
- 23.7.2 the Customer or Cardholder has broken the Agreement; or
- 23.7.3 there are insufficient funds available on the account. If the supplier is not able to request immediate authorisation, a transaction may be declined.
- 23.8 If a Visa debit card does not have a cheque guarantee hologram, the card can only be used if the supplier can get immediate authorisation for the transaction.

24 TRANSACTIONS

- 24.1 Card transactions will normally be applied to the account on the same day or the next Business Day.

- 24.2 All card payments made in a currency other than sterling will be converted into sterling by the payment scheme on the date it processes the transaction, using the exchange rate it uses for all sterling based accounts (this rate is available on request), and the Exchange Rate Transaction Fee which the Bank sets on the amount of the payment. The exchange rate may not be the same as the rate that applied on the date the transaction was made if the payment is processed by the relevant payment scheme after that date. Additional charges on transactions abroad will apply depending on the transaction method as shown in the cardholder guide.
- 24.3 The Bank does not guarantee that a Cardholder will always be able to use the card.
- 24.4 If the Customer claims a refund from the merchant, the Bank will credit the Account with the amount of the refund when the Bank has received the refund advice from the merchant.
- 24.5 Once the Cardholder has carried out a transaction, the Customer cannot ask the Bank to stop that transaction.
- 24.6 If a transaction overdraws the account or exceeds an agreed overdraft limit it will create an unarranged overdraft.

25 LOST OR STOLEN CARDS

- 25.1 The Customer or Cardholder must notify the Bank immediately at a branch or by contacting their Relationship Manager or by phoning 01534 620050 if they know or suspect that a:
- 25.1.1 card is lost, stolen or has been misused; or
 - 25.1.2 PIN is known to an unauthorised person; or
 - 25.1.3 card has been used without authorisation; or
 - 25.1.4 reported card has been found. A card which is later found must be destroyed.
- 25.2 If the Customer or Cardholder is unable to give notice in any other way, they must write immediately to the account holding branch or their Relationship Manager or to Isle of Man Bank Card Loss Centre, PO Box 13, Howard Pearson House, Summerhill Business Park, Victoria Road, Douglas, Isle of Man, IM2 4RD.
- 25.3 The Bank may disclose relevant information to a third party if it is in connection with the loss, theft or possible misuse of the card or PIN.

26 PAYMENTS AND CHARGES

- 26.1 The Customer will meet all expenditure, charges and interest incurred through the use of all cards including where the Bank has suspended, cancelled or restricted their use or where the details on the sales voucher are wrong or where no sales voucher is signed, if the Cardholder has authorised the transaction.
- 26.2 The Customer will pay charges as agreed and confirmed at account opening or upon issue of the card.

27 NOTIFICATION/CANCELLATION

- 27.1 The Customer will:
- 27.1.1 notify the Bank immediately of any change to a Cardholder's details;
 - 27.1.2 cut through the magnetic strip and the chip of any card which a Cardholder is no longer permitted to use and destroy it;
 - 27.1.3 notify all suppliers with a continuing payment authority that a card has been cancelled.

28 ENDING THE USE OF THE CARD

- 28.1 The Customer may, at any time, end the use of a card by written notice to the Bank and returning the card to the Bank cut through the magnetic strip and the chip.

- 28.2 The Bank may suspend or terminate the use of a card with immediate effect:
- 28.2.1 for security reasons; or
 - 28.2.2 where the Customer materially breaches the Agreement; or
 - 28.2.3 where the Bank suspects unauthorised or fraudulent use of the card; or
 - 28.2.4 if any other circumstances occur which cause the Bank to believe that the Customer's obligations to the Bank may not be met.

Unless there is a security or other legal reason not to, the Bank will notify the Customer either before it takes action, or immediately after, and give reasons for doing so.

- 28.3 If the use of a card is terminated, the Customer must cut through the magnetic strip and the chip of the card and destroy it.
- 28.4 If the account is closed, the Customer must not use a card for any further transactions or to guarantee payment of cheques.

29 CHANGE OF DETAILS

- 29.1 The Customer will notify the Bank immediately of any change to a Cardholder's or Customer's details.

SECTION D: ACCOUNT SPECIFIC CONDITIONS

30 BUSINESS CURRENT ACCOUNT

- 30.1 No interest is payable on a Business Current account unless the Bank agrees otherwise.
- 30.2 If the Bank agrees, it will pay interest quarterly at the rate set by the Bank.
- 30.3 If interest is paid, it will be applied on the first Business Day of March, June, September and December and calculated on the Business Day before application.

31 COMMUNITY CURRENT ACCOUNT

- 31.1 A Community Current account is not available to businesses or private individuals.
- 31.2 Unless the Bank agrees more, the maximum credit balance on the account for interest purposes is £100,000.
- 31.3 No interest is payable on a Community Current account.

32 BONUS SAVER ACCOUNT

- 32.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 32.2 If during a quarter no more than one withdrawal is made and the account is not overdrawn, additional interest known as a Quarterly Bonus will be paid for that quarter. Withdrawals on the last Business Day of March, June, September and December will count as withdrawals in the following quarter.
- 32.3 If the Customer opens the account during a quarter, any Quarterly Bonus will be calculated on the number of days the account has been opened.
- 32.4 If the Customer closes the account during a quarter the Bank will not pay a Quarterly Bonus for that period.
- 32.5 Interest paid and any Quarterly Bonus, will be applied on the last Business Day of March, June, September and December and calculated on the Business Day before application.

33 BUSINESS RESERVE

- 33.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 33.2 Interest paid, will be applied on the last Business Day of March, June, September and December and calculated on the Business Day before application.

34 CLIENT DEPOSIT MANAGER

- 34.1 The Bank will pay interest quarterly, at the rate set by the Bank.
- 34.2 Interest paid, will be applied on the last Business Day of March, June, September and December and calculated on the Business Day before application.
- 34.3 The Bank will not set off credit balances on the account which belong to third parties, against any liability of the Customer.

35 LIQUIDITY MANAGER

- 35.1 The Bank will pay interest monthly at the rate set by the Bank.
- 35.2 Interest paid will be applied on the last Business Day of each month and calculated on the Business Day before application.
- 35.3 The Bank will send to the Customer an annual summary of the Liquidity Manager Reference Rate over the previous 12 months.

36 SPECIAL INTEREST BEARING ACCOUNT

- 36.1 A minimum balance of £5,000 is required to open a Special Interest Bearing account.
- 36.2 Unless the Bank agrees more, the maximum credit balance for interest purposes is £5,000,000.
- 36.3 The Bank will pay interest quarterly, at the rate set by the Bank.
- 36.4 Interest paid, will be applied on the penultimate Business Day in March, June, September and December and calculated 14 days before application.

37 BUSINESS TREASURY ACCOUNT

- 37.1 Minimum balance criteria apply. This information can be obtained from our branches or the Customer's Relationship Manager, by calling the Bank or by looking on our website iombank.com
- 37.2 Where the balance of an account falls below the minimum required for this type of account, interest will be paid at a nominal rate which can be ascertained by contacting the Bank. At the Bank's sole discretion the balance may be transferred to a Cash Management account in the Customer's name when the terms and conditions applicable to a Cash Management account will apply.
- 37.3 Information relating to the rates, calculation and payment of interest, and fees and charges, for the account do not appear in the 'Business Banking – business account charges' leaflet, but the Customer can obtain this information from our branches, by contacting the Customer's Relationship Manager or by calling the Bank.
- 37.4 The interest rate on accounts depends on the amount invested and the term chosen.
- 37.5 Renewal, withdrawal or closure instructions on sterling Business Treasury deposits must be given by the account holder in accordance with the mandate held for the account by 12 noon UK time on the day of maturity and for currency deposits two Business Days before the maturity date. The Bank may (but is not obliged to) disregard any instructions received after the above designated times. If the Bank does not receive instructions, a Business Treasury deposit will be renewed on the same term as the matured deposit and the applicable rate shall be the Bank's current rate for similar deposits on the day of renewal.
- 37.6 Withdrawals may not be made in cash but may be made by transfer to any account held with the Bank, to another bank, or by cheque, in accordance with the Customer's instructions.
- 37.7 Withdrawal or closure instructions on Business Treasury deposits are normally only allowed at maturity. In exceptional

circumstances early repayment of part or the whole deposit will be made subject to an interest adjustment together with an administration fee.

- 37.8 Overdrafts are not available on Business Treasury deposits.
- 37.9 Interest on Business Treasury deposits is paid on maturity. For Business Treasury deposits accounts with a term in excess of one year interest is paid annually.
- 37.10 Direct Debit and standing order payments are not permitted on the account.

38 CASH MANAGEMENT ACCOUNT

- 38.1 Minimum balance criteria apply. This information can be obtained from our branches, the Customer's Relationship Manager or by calling the Bank.
- 38.2 Interest is paid in March, June, September and December.
- 38.3 Statements are issued half yearly in March and September.
- 38.4 The minimum additional deposit or withdrawal is £250, or currency equivalent.
- 38.5 Direct Debit and standing order payments are not permitted on the account.
- 38.6 Overdrafts are available on request, subject to our assessment of the Customer's financial standing. The Bank can change the Customer's overdraft limit by notifying the Customer personally of what the new limit will be.

39 CALL ACCOUNT PLUS

- 39.1 Minimum and maximum balance criteria apply. This information can be obtained from our branches, the Customer's Relationship Manager or by calling the Bank.
- 39.2 Interest is paid in March, June, September and December.
- 39.3 Statements are issued half yearly in March and September.
- 39.4 The minimum additional deposit or withdrawal is £250, or currency equivalent.
- 39.5 Direct Debit and standing order payments are not permitted on the account.
- 39.6 Overdrafts are not available on the account.
- 39.7 Cheque books are not available on the account.
- 39.8 The Bank will work out the interest daily on the amount the Customer has in the account at the close of business. The Bank pays interest on cheques upon receipt of cleared funds. Full details of our interest rates, and details of when the Bank pays interest, are normally on display in all branches. Sterling balances of £500,000 or more will pay not less than Bank of England Base rate minus 0.50%. US dollar balances of \$800,000 or more will pay not less than US Fed Funds minus 0.50%. Euro balances of €800,000 or more will pay not less than European Central Bank Refi rate minus 0.50%. When the Central Bank rate changes for a given currency, the Bank will change the interest on the account within 30 calendar days, balances that fall below the minimum requirement will receive Standard Cash Management rates. Where the Bank elects to change the margin at which rates are paid the Bank will provide 30 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.

40 PLATINUM FIXED TERM DEPOSIT AND SAVINGS BOND ACCOUNTS

- 40.1 Minimum and maximum balance criteria apply. This information can be obtained from our branches, the Customer's Relationship Manager or by calling the Bank.

- 40.2 The account will be opened upon receipt of a valid and correctly completed application form and acceptable supporting documentation. The opening of the Customer's account may be delayed or refused if the Bank does not receive all of the supporting documentation.
- 40.3 The Bank cannot accept responsibility for any required funds or information not being received by the Bank at the appropriate address in time for the Customer's deposit to be accepted into the account. Proof of remittance or posting shall not be conclusive evidence of receipt.
- 40.4 All deposits are automatically linked to a Cash Management account through which all the account transactions will be routed.
- 40.5 Where the balance of an account falls below the minimum required for this type of account, interest will be paid at a nominal rate which can be ascertained by contacting the Bank. At the Bank's sole discretion the balance may be transferred to Cash Management account in the Customer's name when the terms and conditions applicable to a Cash Management account will apply.
- 40.6 Withdrawal or closure instructions on fixed term deposits are normally only allowed at maturity. In exceptional circumstances early repayment of part or the whole deposit will be made subject to an interest adjustment together with an administration fee.
- 40.7 Renewal, withdrawal or closure instructions on sterling deposits must be given by the Customer in accordance with the mandate held for the account by 12 noon UK time on the day of maturity and for currency deposits two Business Days before the maturity date. The Bank may (but is not obliged to) disregard any contrary instructions received after the above designated times.
- 40.8 Withdrawals may not be made in cash but may be made by transfer to any account held with the Bank, to another bank, or by cheque, in accordance with the Customer's instructions.
- 40.9 In the absence of the Customer's disposal instructions as provided for in condition 40.7 at maturity the principle amount of the deposit will be placed on a fixed account for one month at the rate then available for deposits of that amount and term.
- 40.10 Overdrafts are not available.
- 40.11 Cheque books are not available on the account.
- 40.12 Cards are not available on the account.
- 40.13 Direct Debit and standing order payments are not permitted on the account.
- 41 PLATINUM 14**
- 41.1 Minimum and maximum balance criteria apply. This information can be obtained from our branches, the Customer's Relationship Manager or by calling the Bank.
- 41.2 Interest is paid in March, June, September and December.
- 41.3 Statements are issued half yearly in March and September.
- 41.4 Direct Debit and standing order payments are not permitted on the account.
- 41.5 Overdrafts are not available on the account.
- 41.6 Cheque books are not available on the account.
- 41.7 Cards are not available on the account.
- 41.8 The Bank will work out the interest daily on the amount in the account at the close of business. The Bank pays interest on cheques upon receipt of cleared funds. Balances of £50,000 or more will pay not less than Bank of England Base rate minus

0.50%. Balances in other currencies will pay our standard Cash Management rates. When the Bank of England Base rate changes, the Bank will change the interest on the account within 30 calendar days; sterling balances that fall below the minimum requirement will receive Standard Cash Management rates. Where for a valid reason the Bank chooses to change the application percentage margin over Bank of England Base rate at which rates are paid the Bank will provide 30 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.

- 41.9 The Customer can make withdrawals or close the account without loss of interest if the Customer gives the Bank 14 days' prior notice of any withdrawal or of the closure of the account. If the Customer is not able to give the Bank the notice required, the Customer may still make the withdrawal or close the account but will lose up to 14 days interest on the sum withdrawn. This is calculated at the interest rate applicable to the account immediately before the withdrawal. If the amount of lost interest is more than the interest which has accrued on the account at the date of withdrawal, the Bank will deduct the rest from the account balance. The Bank will treat the amount deducted from the account balance as a withdrawal from the account. In addition, the Bank will charge an administration fee of £250.
- 41.10 Available as a sterling deposit only. All other currencies will receive standard Cash Management rates.

42 PLATINUM 60

- 42.1 Minimum and maximum balance criteria apply. This information can be obtained from our branches, the Customer's Relationship Manager or by calling the Bank.
- 42.2 Interest is paid in March, June, September and December.
- 42.3 Statements are issued half yearly in March and September.
- 42.4 Direct Debit and standing order payments are not permitted on the account.
- 42.5 Overdrafts are not available on the account.
- 42.6 Cheque books are not available on the account.
- 42.7 Cards are not available on the account.
- 42.8 The Bank will work out the interest daily on the amount in the account at the close of business. Balances of £25,000 or more will be paid interest at not less than Bank of England Base rate minus 0.50%. Balances in other currencies will pay our standard Cash Management rates. When the Bank of England Base rate changes, the Bank will change the interest rate on the account within 30 calendar days; sterling balances that fall below the minimum requirement will receive standard Cash Management rates. Where for a valid reason the Bank chooses to change the applicable percentage margin over Bank of England Base rate at which rates are paid the Bank will provide 60 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.
- 42.9 The Customer can make withdrawals or close the account without loss of interest if the Customer gives the Bank 60 days' prior notice of any withdrawal or of the closure of the account. If the Customer is not able to give the Bank the notice required the Customer may still make the withdrawal or close the account but will lose up to 60 days interest on the sum withdrawn. This is calculated at the interest rate applicable to the account immediately before the withdrawal. If the amount

of lost interest is more than the interest which has accrued on the account at the date of withdrawal, the Bank will deduct the rest from the account balance. The Bank will treat the amount deducted from the account balance as a withdrawal from the account. In addition, the Bank will charge an administration fee of £250.

- 42.10 Available as a sterling deposit only. All other currencies will receive standard Cash Management rates.

43 PLATINUM 90

- 43.1 Minimum and maximum balance criteria apply. This information can be obtained from our branches, the Customer's Relationship Manager or by calling the Bank.
- 43.2 Interest is paid in March, June, September and December.
- 43.3 Statements are issued half yearly in March and September.
- 43.4 Direct Debit and standing order payments are not permitted on the account.
- 43.5 Overdrafts are not available on the account.
- 43.6 Cheque books are not available on the account.
- 43.7 Cards are not available on the account.
- 43.8 The Bank will work out the interest daily on the amount in the account at the close of business. Balances of £2,500 or more will be paid interest at not less than Bank of England Base rate minus 0.50%. Balances in other currencies will pay our standard Call account rates. When the Bank of England Base rate changes, the Bank will change the interest rate on the account within 30 calendar days; sterling balances that fall below the minimum requirement will receive standard Call account rates. Where for a valid reason the Bank chooses to change the applicable percentage margin over Bank of England Base rate at which rates are paid the Bank will provide 90 days notice of this change. Because interest rates may be subject to change any quotation can only be considered as indicative.
- 43.9 The Customer can make withdrawals or close the account without loss of interest if the Customer gives the Bank 90 days' prior notice of any withdrawal or of the closure of the account. If the Customer is not able to give the Bank the notice required, the Customer may still make the withdrawal or close the account but will lose up to 90 days interest on the sum withdrawn. This is calculated at the interest rate applicable to the account immediately before the withdrawal. If the amount of lost interest is more than the interest which has accrued on the account at the date of withdrawal, the Bank will deduct the rest from the account balance. The Bank will treat the amount deducted from the account balance as a withdrawal from the account. In addition, the Bank will charge an administration fee of £250.
- 43.10 Available as a sterling deposit only. All other currencies will receive standard Call account rates.

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.

IOMB is a member of The Royal Bank of Scotland Group. The Royal Bank of Scotland plc - Registered in Scotland No 90312. Registered office: 36 St Andrew Square, Edinburgh, EH2 2YB. The Royal Bank of Scotland plc is authorised and regulated by the Financial Services Authority. The latest report and accounts are available at www.investors.rbs.com

IOMB places funds with other parts of its Group and thus its financial standing is linked to the Group. Depositors may wish to form their own view on the financial standing of IOMB and the Group based on publicly available information. The latest report and accounts are available at www.iombank.com/financial-results

IOMB is not an Authorised Person subject to the rules and regulations made under the UK Financial Services & Markets Act 2000, and therefore deposits made with branches, all of which are outside the UK, are not protected by those rules and regulations covered by the UK Financial Services Compensation Scheme.

As at 31 December 2010, the paid-up capital and reserves of IOMB exceeded £123 million. UK resident depositors may be subject to declaration and taxation of resulting income.

If you pay into your account at a NatWest branch in the United Kingdom, National Westminster Bank Plc (NWB) agrees to receive the money from you for transfer and credit to an account held by you with IOMB. NWB acts as your agent, and if IOMB is willing to accept the funds from you and NWO accepts the funds for credit to your account, the credit will be shown on your bank statement.

IOMB is a member of the Isle of Man Depositors' Compensation Scheme (DCS) as set out in the Depositors' Compensation Scheme Regulations 2010.

Not all accounts are covered by this scheme, and further details of the scheme are available on request.