

## Changes to Terms and Conditions

Please take the time to read the enclosed Terms and Conditions booklets as we have made a number of changes to the General Terms and Conditions and also to the Special Conditions. We have undertaken a review of our Terms and Conditions to harmonise them with our associate companies, and to facilitate developments in our policies and standards. **It is important that you note that these new Terms and Conditions will come into effect on 1 June 2010 and they replace your current Terms and Conditions.**

In overview, the following changes have been made. This summary is not exhaustive and we strongly recommend that you read the enclosed booklet so that you are fully acquainted with the Terms and Conditions which apply to your account(s) with us.

- We have clarified our requirements for when you **open a new account** with us in **clause 2** and what steps we will take if you do not provide the supporting documentation we require to fulfil our policies and standards relating to our interpretation of our "Know Your Customer" obligations. This clarification affects a number of clauses, particularly **clauses 2, 4 and 16**.
- We have introduced a new requirement that **initial deposits** are made from a bank account in your name or from another financial institution or lawyer made out in your name; further details of conditions relating to deposits can be found in **clause 3**. An additional new requirement relating to deposits is that only cheques drawn on banks within the sterling area will be accepted.
- From 1 June 2010, **cheque withdrawals** will only be available to be drawn in Sterling and Banker's Draft withdrawal facilities will no longer be available.
- The **five day period of grace** following the date of a notice account withdrawal has been removed, so if you have a notice account and you wish to benefit by giving notice as required by your Special Conditions in order to have a penalty free withdrawal, you will need to ensure that you make the withdrawal on the date you've requested.
- We would highlight that funds received will be applied to your account within one banking day of receipt. **Clause 3** provides details relating to making a deposit.
- We have extended **clause 16** which covers more detail now in relation to **personal information and data protection** and the amendments also clarify that information may be disclosed and why.
- We have amended **clause 21** to be more specific in relation to the reasons which we may change our Terms and Conditions in future, notwithstanding that we are entitled to change Terms and Conditions for any valid reason. We have also extended this clause so that if a change is to your disadvantage, then you can close or switch your account without giving us notice any time up to 60 days from the date of notification of the change.
- **EU resident account holders** should note **clause 9.6** which notes that the Isle of Man Government is proposing to move to automatic exchange of information in relation to the European Union Savings Tax Directive.

## Changes to Service Charges

We have revised our Schedule of banking charges, which will be effective from 1 June 2010. We recommend that you study the new Service Charges leaflet so that you are familiar with the charges associated with certain transactions and other services we provide.

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