

General Terms & Conditions

Effective 1 December 2020

Important

- *Southland Building Society operates under the brand “SBS Bank”. The name of the registered bank is Southland Building Society (referred to as “the Bank”).*
- *Please read these General Terms and Conditions carefully and then keep your copy of this document in a safe place.*
- *All accounts and services are governed by these General Terms and Conditions (as amended from time to time) in addition to any specific Terms and Conditions applying to such accounts or services. Copies of the specific terms and conditions for your account(s) may be obtained from our web site, from any of our Branches or by ringing our Contact Centre. You and we may agree in writing to other terms and conditions and the law may imply terms and conditions.*
- *By operating any of your accounts you agree to comply with these General Terms and Conditions and any Specific Terms and Conditions.*
- *We are happy to explain anything that is not clear to you.*

1. Authority to Operate

- 1.1 Any instructions to the Bank in relation to your account(s) will be properly authorised and binding on you if signed or initiated in accordance with the Signing Authority, and the Bank will not be liable to you or any other person for any transaction carried out by the Bank in accordance with such instructions.
- 1.2 If you would like someone else to operate your account, or have access to it, you must complete a variation to your Signing Authority. Any variation to the Signing Authority will not be effective until it is received by the Branch where your account(s) are held.
- 1.3 You are responsible for ensuring any person authorised by the Signing Authority complies with these General Terms and Conditions and any Specific Terms and Conditions. You will be liable for the actions of any person authorised by a Signing Authority and for any costs that you or the Bank incur as a result of any other person having access to your account(s).
- 1.4 You authorise the Bank to act on any telephone, internet, email or facsimile instruction received by the Bank which is or is purported to be given by you or any person authorised by the Signing Authority to operate your account.

2. Fees, Costs and Deductions

- 2.1 The Bank may at any time without notice deduct from any of your accounts all fees, government charges and any other amounts owed by you to the Bank including the cost of enforcing or attempting to enforce the Bank's rights in relation to any of your accounts and any service provided to you (including legal expenses), and may use any credit balance in any of your accounts to meet any unpaid amounts.
- 2.2 A list of the Bank's current fees is available at any Branch and at sbsbank.co.nz. We may change the amount of those fees or impose new fees as long as we give you notice at least 14 days before we make a change or impose a fee.
- 2.3 The Bank is also legally required to deduct withholding tax from any interest you earn at the required rate unless you have supplied the Bank with a current exemption certificate. If you have not given the Bank your IRD number, or clearly informed the Bank of your tax or residency status, the Bank may be required to make these deductions at a higher tax rate. You must advise the Bank if you are “resident in New Zealand” for New Zealand income tax purposes (and if not, in which country you are tax resident). You must also advise us if your tax residency changes.

3. Passwords and PINs

- 3.1 Your Password(s) should contain a word or phrase you can easily remember and your PIN(s) should be a number you can easily remember, but your Password(s) and PIN(s) should not be easily identifiable by anyone else. For example, you should not use your birth date, phone number or other personal information or sequential numbers (such as "1234").
- 3.2 You must not disclose your Password(s) or PIN(s) to anyone else (not even family members or Bank staff) nor should you write them down (especially on your Card in relation to PIN(s)).
- 3.3 We will never send you an email asking you to confirm your security information or asking you to disclose your Password(s) or PIN(s) or other security information.
You must contact us immediately if you receive an email purporting to be from the Bank requesting your Password(s) or PIN(s).
- 3.4 You should use different Passwords or PINs for different electronic banking services or different Cards.
- 3.5 You must take care when keying in your Password(s) or PIN(s) to make sure that no one else can see it.
- 3.6 Your Password(s) and PIN(s) identifies you and allows you access to your account(s). The Bank will not take any further steps to verify that the person using your Password(s) or PIN(s) is you, so anyone else using your Password(s) or PIN(s) will be allowed access to your account(s) whether or not you have given permission.

4. Suspending Accounts and Transactions

- 4.1 We may immediately suspend the operation of your account or refuse to carry out or delay a payment instruction or other transaction for various reasons. These may include, but are not limited to:
 - a. Complying with a court order or to otherwise comply with any law or regulation;
 - b. If you or any guarantor are bankrupt or in liquidation, or any event similar to either of these has occurred or any step has been taken towards either of these;
 - c. If there are insufficient funds in your account;
 - d. If we believe you have breached these Terms and Conditions or any Specific Terms and Conditions;

- e. If we are notified by any party of a dispute over either the ownership of funds or the operation of the account;
- f. If you or any guarantor dies or we reasonably believe you or any guarantor do not have legal capacity;
- g. To protect one or all of the parties to the account, us or a third party who has reasonably claimed an interest in the account;
- h. For charitable trust, incorporated society, unincorporated society and business accounts (and other similar types of accounts) we may stop the operation of the account wholly or partially until the authority of the person representing the charitable trust, incorporated society, unincorporated society or business or other entity as the case may be in its dealings with us is clarified;
- i. If we suspect that your account, or any product or service has been or is being used in a manner that may be unlawful or inappropriate, or the activity seems unusual compared to how the accounts, products or services are usually used;
- j. If we suspect that the transaction is or may be unlawful in New Zealand or overseas, may involve money laundering or terrorism financing, or involves people, entities or organisations we are not prepared to do business with for any reason;
- k. If we believe that any payments into or out of your account are subject to New Zealand and/or international sanctions;
- l. If you or any person you authorised to operate your account do not meet our identification requirements at any time or have failed to provide any information in relation to your account or a transaction requested by us; or
- m. If we consider that we have other reasonable grounds to do so.

- 4.2 When the operation of an account is suspended, or a transaction has been delayed or refused, we will attempt to advise you as soon as possible. We may not be able to tell you why your account has been suspended or a transaction has been delayed or refused if, for example, we have to comply with laws in New Zealand or overseas. We will not be responsible for any losses or costs you or anyone else incur because we have refused to complete any transaction or an account is suspended.

5. Closing of Accounts and the Withdrawal of Products and Services

- 5.1 Either you or we may end any banking relationship at any time. We may withdraw any product or service, as long as any relevant terms and conditions are adhered to. We will not normally close your accounts or withdraw a product or service until we have given you at least 14 days' notice setting out the relevant details. However, there may be circumstances where we close your account or withdraw a product or service without prior notice.
- 5.2 Examples of where products and services may be withdrawn without notice include, but are not limited to:
- a. If we are required to comply with a court order or to otherwise comply with any law or regulation;
 - b. You have acted unlawfully or we reasonably believe that your account, or any product or service, has been or is being used in a manner that may be unlawful or inappropriate;
 - c. If we believe that you are subject to New Zealand and/or international sanctions;
 - d. If you have breached these Terms and Conditions or any Specific Terms and Conditions;
 - e. If you have acted abusively to our staff; or
 - f. If we consider that we have other reasonable grounds to do so.
- 5.3 When an account is closed, you must return or destroy all unused cheques and any Card relating to that account.
- 5.4 Any funds remaining in your account at time of closure will be returned to you, subject to any terms and conditions applying to the funds or account and deduction of any fees or interest applying to those funds. However, if there is any dispute over the funds we may not be able to return them to you.

6. Consumer Guarantees Act

- 6.1 If you are in business, any services the Bank provides to you for your business will not be covered by the Consumer Guarantees Act 1993.

7. Complaints

7.1 If you're unhappy with our service, we want to hear from you.

If you think we have made a mistake and would like to make a complaint, we would like to hear from you so we can rectify any issue and continue to provide you with the service you expect from the Bank.

7.2 We have a range of options for you to contact us:

Talk to us

If you feel the issue can be resolved by a quick chat, please talk to one of our branch staff or call our Contact Centre on freephone 0800 727 2265 to talk the issue through in confidence with them or ask to speak to a member of the Customer Complaints Team.

If the issue cannot be resolved immediately, they will advise you who they are going to speak to and when they will contact you again. We keep a record of all complaints we receive to ensure your issue is followed through within the agreed timeframes.

Write to us

We encourage you to write to us. Please attach any supporting documentation that is relevant to the issue and give to any member of our branch staff or return it directly to the Customer Complaints Team by post or fax:

Post:

Freepost SBS Bank, PO Box 835, Invercargill

Fax: (03) 211 0734

E-mail us

You can contact the Customer Complaints Team directly at customercomplaints@sbsbank.co.nz

All of our customer complaints are treated with urgency and in the utmost confidence. We will acknowledge your complaint within two days of receiving it and will keep in regular contact with you while we resolve the issue.

A Review from the Banking Ombudsman

We will work hard to resolve your issue, however if you are not completely satisfied with the resolution, you are entitled to request a review from the Office of the Banking Ombudsman.

The Banking Ombudsman provides free independent assistance to resolve disagreements between banks and their customers either informally or by making a recommendation which is binding on the bank.

For more information regarding the Banking Ombudsman, contact any branch of the Bank, call our Contact Centre on 0800 727 2265 or visit www.bankomb.org.nz

Alternatively, you can contact the Banking Ombudsman at:

The Office of the Banking Ombudsman
Freepost 218002
PO Box 25327
Featherston Street
Wellington 6146

Freephone: 0800 805 950
Phone: (04) 915 0400
Email: help@bankomb.org.nz

8. Privacy Statement

- 8.1 You agree that the Bank may collect and retain personal information about you for the purpose of assisting the Bank to open and operate your accounts, administer your business and provide its products, services and information. All personal information is obtained in accordance with the Privacy Act 2020. The Bank and its subsidiaries are the intended recipients of this information though the information may be passed on to others.
- 8.2 The Bank may make enquiries of any person it considers appropriate about any personal information that you provide to us in order to check the accuracy of the information. The Bank may also request information from any other person about your character and employment. In the course of doing so, the Bank may disclose your personal information to the extent necessary. You authorise any such person to disclose personal information about you to the Bank and its subsidiaries.
- 8.3 You agree that the Bank may, as part of opening and operating your accounts and/or offering and providing its products and services to you, use credit reporting and debt collecting services. You agree that:
- a. The Bank may use these services to assess your current and ongoing credit worthiness;
 - b. The Bank may provide your personal information to credit reporting and/or debt collecting agencies;
 - c. The Bank may provide both positive and negative information about your credit history to credit reporting agencies;
 - d. Your personal information will be held by credit reporting agencies for credit reporting services; and
 - e. The credit reporting agencies will provide information about you to the Bank and to third parties as part of their credit reporting systems.
- 8.4 You agree that the Bank may also use the monitoring services of credit reporting agencies to receive updates while you have a loan or any accounts with the Bank.
- 8.5 You consent to us giving your personal information to:
- a. Proposed or current guarantors of your obligations to us;
 - b. Our subsidiaries or any assignees or potential assignees;
 - c. Anyone that we need to contact in order to carry out your instructions to us (including the recipient of an automatic payment, bill payment or direct debit);
 - d. Anyone that we need to contact in order to assist us in developing or running our business;
 - e. Any company which the Bank has effected a lenders mortgage indemnity policy ("Mortgage Insurer") so that the Mortgage Insurer can consider an application for lenders mortgage insurance. The Mortgage Insurer may obtain additional information from us and from other sources (including credit reporting agencies) to assist its evaluation of the application, its security and insurance risk and may disclose information about you to credit reporting agencies concerning defaults in payments or repayments of any of your of your loans or other product or service provided by the Bank to you; and
 - f. Insurers in relation to any money you owe us or any property you have given us security over.

- 8.6 You also consent to us using your personal information for:
- Marketing goods and services provided by the Bank and its assignees or subsidiaries; and
 - Communicating with you, including by way of email and other electronic or social media means, in connection with administering, financing, insuring or enforcing your accounts and any other product or service provided by the Bank to you.
- 8.7 Your personal information will be held by the Bank and its subsidiaries and the Bank and its subsidiaries will take reasonable steps to protect your personal information from unauthorised access or disclosure. You are entitled to access this information and request the correction of the information the Bank and its subsidiaries holds about you.
- 8.8 If you do not provide any information requested by the Bank or its subsidiaries, the Bank or its subsidiaries will inform you of the consequences for failing to do so.
- 8.9 Your personal information will only be disclosed to another party to the extent necessary for one or more of the purposes set out above, where required by law, or as otherwise authorised by you.
- 8.10 You agree that the Bank can record and retain any telephone conversation between you and any member of the Bank for training and verification purposes.

9. Special Rules Applying to Particular Accounts

9.1 Partnership/Firm Accounts

Unless otherwise agreed with the Bank in writing, the partners of the partnership or the proprietors of the firm are personally jointly and severally liable to the Bank for all amounts owing in relation to the partnership or firm accounts. Any one or more of them may be required to pay all the money owed.

9.2 Society, Lodge or Club Accounts

Unless otherwise agreed with the Bank in writing, where the Society, Lodge or Club is unincorporated those parties signing the Account Operating Authority are personally jointly and severally liable for all amounts owing in relation to the Society, Lodge or Club accounts. Any one or more of them may be required to pay all the money owed.

9.3 Trust/Estate Accounts

- Unless otherwise agreed with the Bank in writing, all trustees of any Trust, and the executors or administrators of any Estate, are personally jointly and severally liable for any amount owing to the Bank in relation to the Trust or Estate accounts. Any one or more of them may be required to pay all the money owed. The Bank may agree in writing that a trustee is a limited liability trustee and that the limited liability trustee's liability is limited to the assets of the trust. However this limitation of liability will not apply to the limited liability trustee if the Bank incurs costs as a result of a breach of trust by the limited liability trustee due to negligence, wilful default or dishonesty. In such circumstances, the limited liability trustee will be personally liable to the Bank, to the extent that the trust assets do not satisfy all of the trust's obligations to the Bank,
- In the case of a Trust, the trustees will not allow the Trust Deed to be amended unless the Bank agrees.
- The trustees or the executors or administrators, as the case may be, will advise the Bank of the resignation or appointment of any trustee, executor or administrator and ensure that any new trustee, executor or administration agrees to be bound by the terms and conditions applicable to the account.

9.4 Joint Accounts

- Unless otherwise agreed with the Bank in writing, joint account holders are jointly and severally liable to the Bank for all amounts owing in relation to the joint accounts. Any one or more of them may be required to pay all the money owed.
- If one of the joint account holders dies, the Bank is authorised to pay to the survivor(s) any credit balance in the account. The survivor(s) will remain liable for any liabilities to the Bank. Any one or more of them may be required to pay all the money owed.
- If a dispute arises between joint account holders, you must advise the Bank immediately and seek independent legal advice. The Bank shall have no liability to you for any action taken on the instructions of any one of the joint account holders and may prevent you from using your joint account until all joint account holders confirm to the Bank in writing that the dispute has been resolved.

- d. If a party to a joint account advises us that he/she wishes to withdraw from that joint account, we will either stop the account or remove that party from the account. In both cases, all parties to the account will be advised as soon as possible. However, the joint liability for all debt (including payments made but not processed) at the date of stopping the account or that party's withdrawal, will continue until full repayment is made.

10. Right to Vary these Terms and Conditions

- 10.1 The Bank has the right to vary these General Terms and Conditions and any Specific Terms and Conditions applying to your accounts and to vary, change or withdraw any of the Bank's services or service brochures at any time.
- 10.2 You will be given at least 14 days notice of any variation either by post to your last known address, telephone call, or notice in your Branch or local newspaper.

11. Application of these General Terms and Conditions and Specific Terms and Conditions

- 11.1 Where these General Terms and Conditions conflict with any Specific Terms and Conditions, the Specific Terms and Conditions shall prevail.
- 11.2 If at any time part of these General Terms and Conditions or part of any Specific Terms and Conditions is found to be illegal, invalid or otherwise unenforceable, then this will not affect the legality, validity or enforceability of the rest of these General Terms and Conditions or any Specific Terms and Conditions.
- 11.3 You have rights that are given to you by law. If part of these General Terms and Conditions or part of any Specific Terms and Conditions conflicts with any right given to you by law, then these General Terms and Conditions or any Specific Terms and Conditions shall apply to the extent that they amend or negate the rights at law, but only to the extent permitted by law. Otherwise, these terms or any Specific Terms and Conditions shall be read subject to law.

12. Our Liability

- 12.1 Subject to any other provision of these Terms and Conditions or any Specific Terms and Conditions, the Bank shall not under any circumstance be liable:
 - a. For any losses caused by the Bank not acting on any instruction which is illegible, unclear or where there are insufficient funds in the account;
 - b. For any losses caused by any circumstance beyond the Bank's control; or
 - c. For any losses caused by the Bank acting on any unauthorised, forged or fraudulent instructions unless the Bank could have reasonably detected that any such instructions were unauthorised, forged or fraudulent.

13. Indemnity

- 13.1 Subject to any other provision of these Terms and Conditions or any Specific Terms and Conditions, you agree to indemnify and hold the Bank harmless against:
 - a. All claims, actions, demands, liabilities and losses the Bank may incur as a result of acting on any instruction in accordance with these Terms and Conditions or any Specific Terms and Conditions unless the Bank has been negligent; and
 - b. Any loss or damage suffered by the Bank, our customers, or a third party for any claim or action brought against you resulting from your breach of these General Terms and Conditions or any Specific Terms and Conditions.

14. Waiver

- 14.1 No delay or failure to act will be constructed as a waiver or will in any way prejudice the rights of the Bank under these General Terms and Conditions or any Specific Terms and Conditions.

15. Breach of the Terms and Conditions

- 15.1 If, in our opinion, you breach these General Terms and Conditions or any Specific Terms and Conditions, we may:
- Require that you fix the breach;
 - Close or suspend your account(s) or such other services provided by us;
 - Suspend or cancel your use of any services, cheques, Card(s) or any other method of accessing your account(s);
 - Require you to repay any amount owing to us, whether or not it would otherwise be repayable on demand;
 - List you as a defaulter with any credit reporting agency;
 - Place any debt you owe us with any debt collection agency; and
 - Exercise any of our rights under any contract between you and us or at law
- 15.2 You must notify us immediately of a breach of these General Terms and Conditions or any Specific Terms and Conditions or any change affecting your relationship with us.

16. Governing Law

- 16.1 These General Terms and Conditions and the Specific Terms and Conditions are governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction in any proceedings relating to these General Terms and Conditions and the Specific Terms and Conditions

17. Definitions

- **“Internet Banking”** means the internet banking service provided by the Bank to provide access to nominated accounts for customers using a unique customer number and password.
 - **“Password”** means a confidential password used to prevent unauthorised access to and use of your accounts for Internet Banking.
 - **“PIN”** means a confidential 4 digit personal identification number to prevent unauthorised access to and use of your accounts, for Telephone Banking, or your Card.
 - **“Signing Authority”** means your written authorisation regarding operations on your account(s).
 - **“Specific Terms and Conditions”** means the Bank’s terms and conditions for Electronic Banking, Telephone Banking, cheques and Cards.
 - **“Telephone Banking”** means the telephone banking service provided by the Bank to provide access to nominated accounts for customers using a unique customer number and PIN
 - **“Terms and Conditions”** means these terms and conditions.
 - **“you”** or **“your”** means the account holder, including (as may be applicable) any holder of a joint account, any company, firm, partnership, trust, estate, society (whether incorporated or unincorporated), lodge, club or user of Internet Banking.
- **“Bank”, “we”** or **“us”** means Southland Building Society trading as SBS Bank and HBS Bank – a registered bank with a mutual building society structure.
 - **“Branch”** means one of the Bank’s branches in New Zealand and **“Branches”** has a corresponding meaning.
 - **“Card”** means the Bank’s ATM / EFTPOS card.
 - **“General Terms and Conditions”** means these general terms and conditions.