

THIS GENERAL AGREEMENT APPLIES TO PAYMENTS/REMITTANCES

1. INTRODUCTION

Your agreement with us is contained in these general terms and conditions.

2. COMMENCING BUSINESS

You must comply with the Anti-Money Laundering Regulations/Criminal Justice Act requirements before using our services. We reserve the right to hold or decline any remittance transactions or payments if you fail to submit required documents.

3. HOW COMMUNICATIONS WILL OCCUR

- 3.1 We may contact you by post; and/or telephone and or email using the details you have provided.
- 3.2 You must ensure that the contact details you have provided us are accurate and that you notify us promptly of any changes.
- 3.3. You may contact us at the above address and telephone number, and e-mail shown on your remittance statement and/or transaction receipt. We will keep you informed of any changes.
- 3.4 We may record or monitor telephone calls between us so we can check instructions and make sure that we are meeting our service standards

We will only act on written instructions bearing your original signature/s unless we agree with you that instructions can also be relayed in another way.

We can refuse to carry out instructions if:

- we are not holding cleared funds (see 4.1 below)
- the instruction is not clear;
- we believe that by carrying out your instruction we may break a law, regulation or duty which applies to us.

We will tell you beforehand or where this is not possible, as soon as possible afterwards unless telling you would be unlawful or compromise our security.

If we receive instructions and credits before our relevant cut-off time on and regular business day or on the date specified in your instructions. Instructions and credits received after that cut off time or for a non-Banking day will be processed on the next regular business day. The cut off time is the latest time each day that we can make payments/remittances. Cut off time is normally 4pm or if we advise otherwise.

Information you need to give us to make a payment/remittance and where applicable the Payment reference issued by us. We will not be responsible if you give us the wrong information although we will help trace the payment if you ask us to. We cannot cancel a payment/remittance once the instruction has been completed. If you ask us to recall a payment/remittance, we will do all we can to recall the payment but this is not guaranteed. Any refund of the amount retrieved may be made net of incidental charges.

4. TIME SCALES FOR CLEARED FUNDS, PAYMENTS AND REMITTANCES

4.1 Payments/remittances are subject to cleared funds.

CASH/DEBIT CARD (OVER THE COUNTER)	Same day
DEBIT CARD (TELEPHONE)	Same day
ONLINE REMITTANCE (VIA WEBSITE)	Same day
CHEQUES (OVER THE COUNTER/BY POST)	7th business day after paid in
CUSTOMERS' BANK TRANSFERS	Next business day
BUREAU CLEARING/BACS/FASTER PAYMENT CREDITS	3 days after paid in

We will inform you should we not be able to carry out your instruction due to the return of cheques. Cheques drawn outside of the UK are not acceptable.

4.2. Maximum Time Scales for making payments:

Sterling or Euro we will credit the bank which holds the payees account by the end of the 3rd business day following the one on which we receive your payment instructions.

Other currencies to accounts held with EEA, we will credit the institution which holds the payee's account by the end of the 4th Business day following receipt of your payment instructions.

For payments outside the EEA different payment timescales will apply and you may enquire the likely timing prior to giving us instructions.

4.3 Where you instruct us to perform a currency conversion between Euro and Sterling, we will credit the bank which holds the payee's account by the end of the 3rd Business day following the one on which we receive your payment instructions provided that:

The payee's account is held within the UK; or

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 and you may enquire the likely timing prior to giving us instructions.

4.3.1 Payments/Remittances to the Philippines in Pesos or USD:

- for credit to PNB branches in the Philippines – same day
- funds for pick up any PNB branches collection – within 2 banking days
- for credit to other banks – within 3 banking days
- for delivery at Metro Manila and nearby areas – within 2 days
- for delivery at Provincial areas – within 4 days
- for Instapay Transactions – same day

You understand that in case you opted to remit using the Instapay service, and the system experiences a system time out during the processing of the remittance, Philippine National Bank (Europe) Plc shall, within two (2) Philippine banking days from system time out, determines whether the said remittance transaction was successful or not. After the said two (2)-day period, should Philippine National Bank (Europe) Plc determines that the remittance transaction was unsuccessful, Philippine National Bank (Europe) Plc shall reprocess the remittance as a new transaction.

5. CHARGES

Fees for payments/remittances are advised at the time we commence the business relationship are shown in each remittance receipt provided to you at the time of the transaction; for non-face to face payer/remitter, may be obtained by telephoning us or looking at the website.

6. EXCHANGE RATES

The exchange rates we apply on foreign currency transactions are based on market conditions. Details of our standard exchange rates of the day may be obtained by calling our Exchange rate line and ask to speak to a member of Customer Service Team. We may change our standard exchange rates at any time.

7. SAFEGUARDS AND CORRECTIVE MEASURES

7.1 We will provide you remittance receipt of all transactions you have instructed us to carry out. We ask you to check this and if there is anything which is or seems to be wrong you must tell us as soon as possible.

7.2 If you fail to tell us this, as soon as possible and in any event not later than 13 months after the date of the transaction you are likely to be breach of these terms and conditions.

8. DATA PROCESSING

8.1 Information we hold about you and the conduct of you/ your account may be processed onto our database and used by us and other members of Philippine National Bank group in the provision of other related products and services. Your information will be protected in accordance with data protection legislation which all members of staff adhere to.

8.2 Information we hold about you may also be made available for purposes of complying with applicable laws on anti-money laundering and combatting terrorists financing.

8.3. We may make and retain copies of passports, driver's license or other identification evidence you provide only to comply with applicable regulations for the prevention of financial crime.

8.4 We will obtain your written consent before providing any information about you. However, if we receive a request from a financial institution, financial investigation unit, court of law etc. verifying your identity for money laundering prevention purposes, we will provide this information

8.5 Otherwise, we will keep your information protected and secured at all times. We will also ensure that the information we hold is accurate, complete and up to date.

8.6 Your personal information may be transferred internationally e.g. we operate a call centre in the Philippines and outsource some of our IT services as well. If we transfer your information we will make sure to put appropriate safeguards to protect your information or ensure we transfer your information in a way that complies with data protection law. Additional safeguards to protect your data may include securing additional legal agreements. You may obtain a copy of these arrangements by contacting our Data Protection Manager the details of which are provided in our website www.pnb.com.ph/europe under our Privacy Policy.

9. MISCELLANEOUS

9.1 These terms and conditions will be governed in accordance with English law.

9.2 We shall not be responsible for any loss you may incur if we are prevented from or delayed in providing you with services due to industrial actions, failure of power supplies, equipment and other circumstances beyond our control.

9.3 All cut-off times quoted refer to London time.

9.4 We may take whatever action we consider appropriate to meet any obligation either in the UK or elsewhere in the world relating to the prevention of fraud, money laundering and terrorist activity and the provision of financial services to persons who may be subject to sanctions. This may include but is not limited to investigating the source of and intended recipient of funds. This may possibly result to delay in carrying out your instructions but where possible we will tell you of the reason and the length of delay. If we are not satisfied that your remittance is lawful we reserve the right to refuse to deal with it.

9.5 You may ask us to check the status of any payment/remittance you have instructed us to make and we will notify you of the outcome. This may involve us relying on another bank involved in processing or receiving the payment for information.

10. COMPLAINTS PROCEDURE

At PNBE we endeavor to provide the highest standard of service to every client, every time, whatever the product. We recognize, however, that occasionally we will not leave up to your expectations.

HOW TO MAKE A COMPLAINT

If you have a complaint about any aspect of our service then we would like to hear from you. You can contact us by phone or in writing. Please direct your complaint to:

Elizabeth Sanchez
 Philippine National Bank (Europe) Plc
 238 Vauxhall Bridge Road
 London, SW1V 1AU
 Telephone: 020 7313 2300
 E-mail: pnbeukremit@pnbglobal.com

For complaints received from our outsourced Call Centre in Manila, the receiving Call assistant/staff will forward your complaints indicating date the complaint was received, customer name and the nature of your complaints and immediate response, if any; and action taken by whom and when to our UK Office and same will be registered in our Complaints Register. The summary of complaints and their status/resolutions shall be submitted periodically to Senior Management/Board for review and notation.

HANDLING PROCEDURE

We will try to resolve your complaint immediately and with a minimum of inconvenience to you. The first step for us is to be really clear as to what the problem is and to identify with you what we can do to put it right.

Sometimes we will not be able to solve the problem or allay your concerns immediately. If we are unable to resolve your complaint by the following day, and we have not already contacted you to agree a proposal for resolving it, we will send an acknowledgment of your complaint in writing within five working days.

If your complaint is particularly complex in nature, we will seek to keep you informed of the progress we are making as our investigations continue. We will aim to resolve your complaint within four weeks. However, if we are unable to do so, we will send you a written update at that time to explain the current position. If we have been unable to resolve your complaint within eight weeks, we will write to explain why we are not in a position to respond fully. We will also let you know when we expect to resolve your complaint.

When we have resolved your complaint, we will write to you to confirm details of the action we have taken.

REFERRAL TO THE OMBUDSMAN

We are committed to resolving your complaints wherever possible through our complaint procedure. If we are unable to resolve your complaint we will provide you with the details of how to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service for consumers with unresolved complaints about financial firms and offers a flexible and informal dispute resolution service.

YOU CAN CONTACT THEM AT:

THE FINANCIAL OMBUDSMAN SERVICE | EXCHANGE TOWER LONDON E14 9SR.
 Telephone: 0800 023 4567 | Email: complaint.info@financial-ombudsman.org.uk