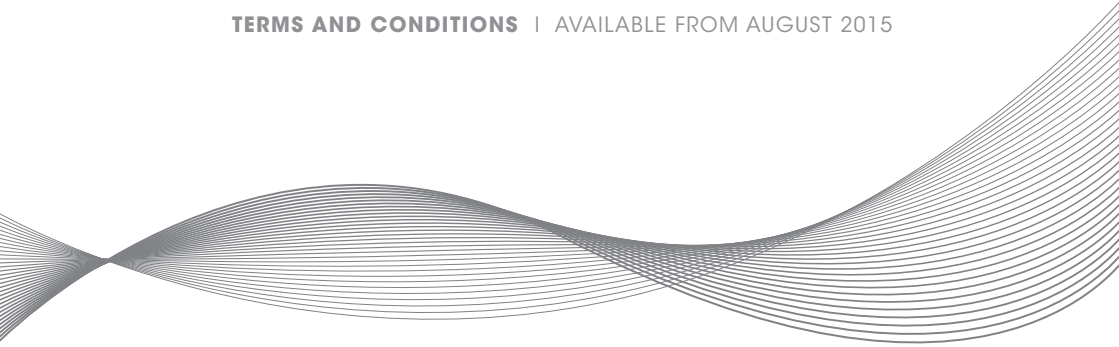




# BSP First Membership

TERMS AND CONDITIONS | AVAILABLE FROM AUGUST 2015



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These Terms and Conditions apply to BSP First Clients. It is important that you carefully read and understand these Terms and Conditions so that you understand your obligations to us and our obligations to you.

## **SECTION A – INTRODUCTION**

### **1. Application of Terms and Conditions**

Upon becoming a BSP First Client, you or your Authorised Agent acknowledge and agree to be bound by these Terms and Conditions. These Terms and Conditions apply together with:

- (a) BSP Electronic Banking Terms and Conditions;
- (b) BSP Visa Debit Cards Conditions of Use; and
- (c) any terms and conditions of products or services offered by BSP which you may use through BSP First.

If there is any inconsistency between these Terms and Conditions and those mentioned above, these Terms and Conditions will prevail for all transactions conducted through BSP First.

If you require a copy of the terms and conditions mentioned above, you can download a copy online at [www.bsp.com.pg/bspfirst](http://www.bsp.com.pg/bspfirst)

We recommend that you obtain your own independent advice regarding tax, insurance and other matters which may affect you with respect to any product or service in the BSP First Product Package.

## **SECTION B – BECOMING A BSP FIRST CLIENT**

### **1. Admission to BSP First**

All new and existing clients of BSP will need to meet our eligibility criteria to become a BSP First Client.

Upon applying with BSP First, a potential client should submit an application form and relevant supporting documents to a BSP First Personal Banker, in order to assess eligibility.

The eligibility criteria is:

- an invite from BSP Executive Management.
- you earn a minimum Personal Income of K500,000 or foreign currency equivalent per annum.

Your admission to BSP First is at our discretion. BSP is not obliged to provide reasons for declining your admission. BSP reserves the right to terminate your BSP First membership at any time for any reason and will notify you.

## 2. Membership Fee Conditions

All BSP First Clients will incur a monthly membership fee that will be charged from your primary Transaction Account with BSP.

The fee covers most transaction fees, benefits and access to BSP First lounges as part of the BSP First Product Package and includes account management by a BSP First Personal Banker.

The BSP First Product Package fees may change from time to time due to changes in the market. When we change fees we will notify you via our website. Please visit BSP First website at [www.bsp.com.pg/bsfirst](http://www.bsp.com.pg/bsfirst) for fee updates.

As a BSP First Client, you will be bound to a commitment of twelve (12) months to the BSP First Product Package monthly service fee in the first year of your membership (**“Commitment Period”**).

Membership is subject to your financial position; you are obliged to inform the bank in the event of any relevant changes to your financial status.

In the event that you choose to terminate your membership, this would indicate closure of the BSP First Product Package, all other BSP First accounts and cancellation of your membership with BSP First.

If you terminate your membership within the Commitment Period, the remainder monthly membership fees will be charged. However, if your membership is terminated by BSP, the remainder of fees will be waived.

Only instructions to terminate membership in writing will be accepted and processed by BSP First. When your instruction has been processed, we will notify you in writing.

In the event you choose to terminate your membership at any day of the month, outside of the Commitment Period, that months' due membership fee will still be charged.

This agreement for the bank accounts and related banking services is made up of the general conditions in these Terms and Conditions and any additional conditions we may give you for these accounts or services from time to time. We will inform you if these general conditions apply when you take a new product or service from us.

**SECTION C - BSP FIRST PRODUCT PACKAGE**

The BSP First Product Package offers:

Bank Accounts:

- Transaction Account
- Foreign Currency Account
- Internet Saver Account

Bank Services:

- Electronic Banking Services (Internet Banking, Telephone Banking and Mobile Banking)
- Pre-approved overdraft facility
- Prioritised loan processing

Benefits and Privileges

- BSP TravelCover
- Access to BSP First lounges
- Invitation to special programs and events
- Concierge Service (available only to Platinum Membership)

Features of the product package vary according to membership type and personal preference.

**1. Bank Accounts****Transaction Account**

Your Transaction Account is a current account on which you are able to make deposits and withdrawals.

Deposits can be made to your Transaction Account in the following manner:

- cash
- cheque
- direct transfer from other accounts

Withdrawals can be made on your Transaction Account in the following manner:

- using your card linked to your Transaction Account at any ATM or EFTPoS which accepts BSP cards
- by making a cash withdrawal in any of our banking lounges
- by cheque drawn on your Transaction Account
- by direct debit if you are registered for Internet Banking, Telephone Banking or Mobile Banking
- through a standing order

The establishment of a Transaction Account allows you to open other accounts like Internet Saver Account.

**Foreign Currency Account**

Dealings in foreign currency are subject to certain laws and regulations issued by the Bank of Papua New Guinea.

**Internet Saver Account**

An Internet Saver Account is a basic savings account accessible online only. Deposits to your Internet Saver Account are electronically enabled from any account and can linked to your BSP First Platinum Visa Debit Card for withdrawals at any ATM or EFTPoS terminal.

Online direct transfers are allowed only between the primary Transaction Account and the Internet Saver Account.

Interest will be calculated on a daily basis and will be paid quarterly.

No standing orders arrangements may be established on this account.

**2. Bank Services**

Electronic Banking Services (Internet Banking, Telephone Banking and Mobile Banking)

Applications forms for registration to use BSP Electronic Banking Services are available upon registration.

BSP Electronic Banking Services enable you to:

- give us electronic instructions to process transactions on your behalf on your accounts
- access transaction information
- view account balances on your accounts
- conduct international money transfer
- conduct transfers between your linked nominated accounts within BSP
- conduct transfers to other accounts held within BSP and other banks
- make payment of your bills using Billpay service

*For terms and conditions applying to BSP Electronic Banking Services, go online [www.bsp.com.pg](http://www.bsp.com.pg).*

## **Overdraft Facility**

A pre-approved overdraft facility is available on your transaction account as an option and which can only be activated if required. This is a credit facility and is subject to the standard terms and conditions for credit. Monthly interest charges will apply to your Transaction Account when this facility is used. The facility is subject to annual review a year from the date of establishment.

The Overdraft facility is secured by the BSP First requirements as stated in the Registration to BSP First (please refer to Section D 1).

If any Government or Governmental Institutions impose by legislation or regulation a reserve requirement, a change in capital adequacy requirements or similar restrictions on banks which have the effect of increasing the cost of funding and / or the ability of the bank to provide the credit facility herein offered, the Bank shall have the right to immediately renegotiate the terms, pricing, conditions and nature of the credit facility to accommodate any such increase in the cost of funding or ability to provide such.

BSP's right to exercise recovery or remedy in the event of a default will not be affected by a delay or failure by BSP to exercise it. In the event that the Bank does not exercise this right, this will not constitute an agreement to waive that right or agreement to waive rights at any future default events.

Any request for an increase of your overdraft facility is subject to our standard application and approval requirements.

Interest rates charged may vary and are subject to change and approval by BSP. Changes to interest rate will be posted online on the BSP First website at [www.bsp.com.pg/bspfirst](http://www.bsp.com.pg/bspfirst).

## **Prioritised Loan Processing**

You will be offered preferential rates and prioritised access to loan processing. Contact your Personal Banker to discuss any loan requirements.

## **3. Benefits and Privileges**

### **BSP TravelCover**

BSP First Platinum Visa Debit cardholders will be automatically covered under BSP Travel Cover subject to the terms and conditions of this policy. Under the insurance policy, increased benefit levels are provided to Platinum Visa Debit cardholders.

For full details of the insurance cover, including definitions, conditions and exclusions, please review the BSP TravelCover Policy Information Document available at [www.bsp.com.pg](http://www.bsp.com.pg).



Your BSP TravelCover is deemed to have been activated if

- (i) You are a current BSP First Platinum Visa Debit cardholder, and
- (ii) prior to the commencement of your journey, you purchased with your eligible BSP First Platinum Visa Debit Card a minimum of One Thousand Papua New Guinean Kina (PGK1000) for your return overseas transport costs (airfares and/or cruise costs) including the cost of accommodation and other journey itinerary items, as well as charges, fees and/or taxes.

In the event of a claim, you will be required to provide documentation to support your activation of cover under the BSP TravelCover by the above method.

BSP First Platinum Visa cardholders will have access to overseas emergency and medical assistance service provided by Travel Guard in conjunction with and subject to the terms and conditions of the BSP TravelCover Policy.

Travel Guard is a worldwide team of highly skilled doctors and medical professionals who are available 24 hours a day by telephone to offer advice and assistance in the event of a medical emergency and any associated problems for travellers outside Papua New Guinea.

Travel Guard provides various services under BSP TravelCover for free. They include but are not limited to:

- Access to a registered medical practitioner for emergency assistance and advice.
- Emergency transportation to the nearest hospital.
- Emergency evacuation home.
- Establishing and maintaining correspondence with your nominated contacts during an emergency.
- Payment guarantees to hospitals and insurance verification.
- Case management if hospitalised and cost containment and control.
- Urgent message service and emergency travel planning.

The BSP TravelCover is underwritten by AIG (PNG) Limited.

Claim enquiries or information regarding the Policy should be directed to:

AIG (PNG) Limited  
Level 1 Deloitte Tower  
Douglas Street  
P.O Box 99  
Port Moresby 121  
National Capital District  
Papua New Guinea  
Telephone: +675 321 2611  
Facsimile: +675 321 7034

*Details of how to make a claim under this insurance can be found in the BSP Travel*

## **BSP First Lounge**

As a BSP First Client, you will have access to a private lounge at a limited number of locations. Our lounge will provide a comfortable and safe area where you can do your personal banking. Access to free internet banking and other banking services will be provided.

Only BSP First Clients are allowed into our lounges.

## **Special Programs and Events**

BSP First Clients will be offered the benefit of privileged programs and events.

## **Concierge Service**

This service is only applicable to Platinum members only. The Concierge Service is available 7 days a week, 24 hours per day. Visit [www.visaplatinum.com](http://www.visaplatinum.com) for full details.

## **SECTION D – GENERAL INFORMATION ON REGISTRATION**

### **1. Registration to BSP First**

To apply to become a BSP First Client, we require you to provide specific information and documents that validates your eligibility. Documents which we require include:

- Most recent Statement of Salary which is not older than three months.
- A Letter of Confirmation from your current employer stipulating your position in the organisation and annual gross salary.
- A Letter of Comfort from a Company Entity, Trust or Investment Fund from whom you are associated supported with an Accountant's declaration.

The outcome of your membership application will be advised as soon as possible.

When you become a BSP First Client, you agree to be bound by the terms and conditions of BSP First and any changes to those terms and conditions thereafter.

### **2. BSP First Client Authorisation**

Your application for the BSP First Product Package authorises us to establish your Transaction Account. This form also enables us to identify you at all times when you are dealing with us.

We require presentation of your original Valid passport or Current drivers licence. All identification documents presented to us will be verified. The account/s under our BSP First Product Package is available to individuals for personal transactions only. They can not be used for business purposes.

### 3. Registration of Authorised Agent for Banking

As a BSP First Client, you can authorise one or more persons to act as your agent to conduct selected banking service on your behalf.

Except for Authorised Agents who have Power of Attorney or whom we have express approval from you to conduct certain banking transactions prohibited by this clause, an Authorised Agent is only allowed to make in-branch withdrawals and deposits on your behalf on the accounts you have with us.

They will not be allowed to:

- Open new accounts in your name.
- Alter your details.
- Authorise any other person to operate on your accounts.
- Close your accounts.
- Conduct Electronic Banking Services.

You are liable for all debts including any overdrawn amounts and interest incurred by your Authorised Agent when conducting transactions on your behalf. If you opt to use this facility, you must apply in writing to BSP First to register the Agent. The application should:

- Indicate the name(s) of your nominated person(s) and their relation to you.
- Describe the transactions which they are allowed to do and any specific conditions.
- Attach a colour copy of valid photo identification (such as passport or drivers licence) of the proposed Agent.

As soon as we approve and register the Agent/s you have nominated, we will inform you in writing. Approval and registration of the Agent should take place within three days of receipt of your application.

### 4. Cancelling the Agent Authority Arrangement

You can cancel the Agent Authority at any time by applying in writing to us or calling your Personal Banker. We will act on this request as soon as we are notified of the cancellation and will inform you of our actions in writing.

You will, however, be liable for:

- Any transactions made prior to the Agent Authority being cancelled, regardless of when the transactions are debited to the account; and
- Any future date payments, cheques or authorities established by the Agent you authorised prior to the cancellation of the authority.

**SECTION E - OPERATING YOUR ACCOUNT****1. Account Information**

You can get your Account information in a number of ways, including through our branches, or via our Electronic Banking Channels. Accessing this information can incur a fee, depending on the type of service you choose and the frequency of your request. (Refer to the Personal Banking Guide to Fees and Charges).

**2. Statements**

Monthly account statements can be mailed or collected from BSP First. If you are registered for Internet Banking, your statements will be provided to you electronically.

You should note that:

- Entries on your statement should be checked carefully. If you believe any entries or transactions are incorrect or not authorised by you, you should contact us as soon as possible.
- You should keep receipts of all of your transactions, so that you can check your receipts against your statement. You can obtain a balance on your Account by making an enquiry through branches, via any of our Electronic Banking Services, or BSP First. Balance enquiries through non-BSP ATMs will incur a fee.
- You can request for an extra copy of a statement that has already been issued to you by ordering a repeat statement from a BSP branch. A fee will apply.

**3. Account Opening**

An application form is to be completed when opening bank accounts with BSP First. The account opening process will also include registration for BSP Electronic Banking Services. Agent Authority forms will also be made available for completion if required.

We will conduct independent checks with the Credit Bureau and if approved, we will register you and open your account.

We may from time to time require additional information from you to assist us in compliance with obligations, or where we in our absolute discretion consider it appropriate, necessary or advisable to meet any broader disclosure.

**4. Account Closing**

In the event that you choose to close any one of your bank accounts, any fees or charges payable to BSP will be collected at the time of closure; including the due monthly membership fee.

The closure of your primary Transaction Account automatically closes the BSP First Product Package, all other BSP First accounts and this will be interpreted as cancellation of your membership with BSP First. Refer to Membership Fee Conditions, Section B – Becoming a BSP First Client.

Only instructions to close accounts in writing will be accepted and processed by BSP First.

When an account is closed, we will request that you return or destroy all unused cheques and any card(s) relating to that account. Any funds remaining in your account at time of closure will be returned to you, subject to any terms and conditions, fees or interest applying to those funds.

At any time, when outstanding obligations to the bank have not been met, the bank reserves the right to recover those sums from available funds in any other existing account you maintain with BSP.

## **5. Minimum Account Balance**

There is no minimum deposit required upon opening accounts with BSP First. It is advisable you keep an average monthly balance of K5000 on your Transaction Account. If your average monthly balance falls below K5000, a monthly penalty fee of K25 will be charged.

## **6. Fees and Charges**

BSP First Product Package Fees and Charges for personal banking services can be found at [www.bsp.com.pg/bspfirst](http://www.bsp.com.pg/bspfirst). Service fees and charges that are not included in the Product Package will be advised to you as you do your personal banking transactions at our branches.

No over-the-counter deposits and withdrawals are permitted on an Internet Saver Account. In the event that over-the-counter transactions are conducted on this account, a penalty fee will apply.

There are no fees for Standing Orders between BSP First accounts. However, fees apply if the arrangement is to effect payment to an account in another bank.

## **7. BSP First Platinum Visa Debit Card**

Your BSP First Platinum Visa Debit Card is linked only to your Transaction Account. You can make cash withdrawals or payments for goods and services online or via any merchant or ATM displaying the Visa or BSP symbol.

You may also be able to use your BSP First Platinum Visa Debit Card at BSP ATM for a variety of other services such as:

- transferring funds between your own accounts
- obtaining top-up credits for your mobile phone
- getting a mini statement
- making a balance enquiry.

For conditions for use of your BSP First Platinum Visa Debit Card, refer to the BSP Visa Debit Cards Conditions of Use available on BSP website.

Use of your BSP First Platinum Visa Debit Card constitutes an irrevocable order to us. If you initiate a transaction with your card by mail order, telephone order or via the internet you are authorising the Visa merchant to process a transaction for the purchase amount which will be debited to your Transaction Account.

## **8. Cash withdrawals, Purchases and Daily limits**

You may use your BSP First Platinum Visa Debit Card to make cash withdrawals from your Transaction Account. Subject to the available funds in your Transaction Account and any minimum balance requirement, we may allow a withdrawal amount on your account.

Daily limits on cash withdrawals and purchases are dependent on the type of membership. For details, please refer to [www.bsp.com.pg/bspfirst](http://www.bsp.com.pg/bspfirst).

Higher daily limits for a specified period are optional and can be arranged with your Personal Banker. If you use your BSP First Platinum Visa Debit Card to make withdrawals from an overseas ATM, different limits may apply. We have no control over these limits.

We will charge you a cash withdrawal fee for withdrawals conducted on a non-BSP ATM and an overseas ATM.

## **9. ATM**

You may use your BSP First Platinum Visa Debit Card to do transactions overseas with any merchant or bank displaying the Visa symbol, and in any ATM displaying the Visa or Visa PLUS symbol.

Where the top-up prepaid/prepay mobile phone accounts facility is available, you can top-up your mobile phone account using funds from a nominated BSP account. This facility is available using BSP ATM and your BSP First Platinum Visa Debit Card and with mobile phone service providers authorised by us.

## 10. Overdrawn Account

A non-sufficient funds penalty fee will be charged to an account at the end of the month if the account is overdrawn without prior written approval, including cheques deposited being dishonoured, transfer order arrangements or when no formal overdraft arrangements exist.

## 11. Products and Services available upon request

### Cheque facility

If you require cheque book access on your Transaction Account, you are required to indicate so on your application form and a cheque book will be issued. Standard Cheque fees will apply.

## SECTION F – SECURITY AND PRIVACY

### 1. Security of Instructions

Any instructions you give us is/are not effective until we actually receive them.

We will contact you using the contact details you give us.

You are required to inform us if there are any changes to your name, address or contact details. If you do not comply with this requirement, we will continue using the details you last gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address nor are we liable for any loss you may incur.

When we contact you or you contact us we will require you to undergo a security verification process. This process allows us to confirm your identity before you can give us instructions or before we can disclose or discuss confidential information about your accounts.

The Security Verification Process varies. If you are in branch you will be asked to:

- a) sign instructions given on paper; and
- b) present photo identification.

If you are contacting us or giving us instructions electronically via Telephone Banking, Mobile Banking or Internet Banking, you will be asked to provide us your Security Details.

You are required:

- To follow instructions we give you
- Not to let anyone else use any of your cards or Security Details
- To keep your cards and Security Details secure and protect cards from damage; and
- To do all you reasonably can to make sure no one finds out your Security details.

## **2. Disclosure of your personal information**

We may disclose your personal information to:

- i. other organisations to help us to assess financial risk or to recover debt;
- ii. credit reference agencies;
- iii. other members of the BSP Group including BSP advisers, consultants or service providers, any of the banks subsidiaries, branches, head office or representatives;
- iv. any authority, regulator or government agency in any jurisdiction as the Bank may in its absolute discretion consider appropriate, necessary or advisable;
- v. other organisations to assist us in compliance obligations in respect of sanctions, anti-moneys laundering, counter-terrorism financing and proceeds of crime;
- vi. the United State Internal Revenue Service to assist us in compliance with our obligations under our arrangements regarding the Foreign Account Tax Compliance Act (“FATCA”)

## **3. Privacy and Consent**

When you apply to be a BSP First Client, you acknowledge that BSP is likely to collect and use some of your information including details about your transactions, your financial conditions, your account relationship with BSP and/or your account/s (collectively referred to as “Information”).

BSP may collect your Information:

- To assist in providing information about a product or service;
- To consider your request for a product or service;
- To enable BSP to provide a product or service;
- To tell you about other products or services that may be of interest to you;
- To assist in arrangements with other organisations (such as subsidiary companies) in relation to the promotion and provision of a product or service;
- To perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or client satisfaction research);
- To prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- As required by relevant laws, regulations, codes and external payment systems inside and outside of Papua New Guinea. If you do not provide some or all of the Information requested, BSP may be unable to provide you with a product or service including access your BSP First Product Package.



## SECTION G - ALTERATIONS OF TERMS AND CONDITIONS

BSP reserves the right to vary, change or withdraw a product or product brochure at any time. BSP may alter these Terms and Conditions at any time by giving 7 days' notice to you, either by:

- (i) Direct Communication with you (e.g. by letter, by email, by fax or by telephone);
- (ii) By statements in the media (including public notices in major daily papers) and by displaying information at our branches and agencies

Where these Terms and Conditions are set out on our website, change will also be noted there. You are deemed to have accepted any changes to the Terms and Conditions through your continued use of your Account.

In the event you do not agree to any changes to the Terms and Conditions, please contact the Bank immediately. The Bank may elect to close your Account in the event you do not agree to any changes to the Terms and Conditions.

## SECTION H - TERMINATION OF THE TERMS AND CONDITIONS

The banking relationship which exists between us may be ended by either party at any time, and 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 7 days' notice setting out the relevant details. However, there may be circumstances where we close your account or withdraw a service without prior notice or with less than 7 days' notice.. While not an exhaustive list, examples are:

- if we must comply with a court order
- if you have acted unlawfully
- if you have breached any of our specific terms or these Terms and Conditions; or
- if you do not agree to any changes to the Terms and Conditions.
- if your account is used, or attempted to be used, for an improper purpose.

The closure of your account by the Bank in these circumstances not considered to be a breach of the Terms and Conditions or any other contracts that exists between you and the Bank.

The Bank will not be liable for any consequential loss or damage you suffer as a result either directly or indirectly from the closure of your account.

When an account is closed, we will request that you return or destroy all unused cheques and any Bank Card relating to that account.

Any funds remaining in your account at time of closure will be returned to you, subject to any terms and conditions, fees or charges or interest applying to those funds. If there is any dispute over these funds we may not be able to return them to you until the dispute is resolved.

## SECTION I – CONTACT DETAILS

For queries on your BSP First membership or for any matters discussed in these Terms and Conditions:

- call your Personal Banker on telephone + (675) 320 1961
- call BSP First on telephone + (675) 320 1959
- email to BSPFirst@bsp.com.pg
- write to BSP First at PO Box 78, Port Moresby 121, National Capital District, Papua New Guinea

For Information regarding BSP TravelCover and claim enquiries contact:

AIG (PNG) Limited  
 Level 1 Deloitte Tower  
 Douglas Street  
 Port Moresby  
 Papua New Guinea  
 Telephone: + (675) 321 2611  
 Facsimile: + (675) 321 7034

## SECTION J - DEFINITION

The following terms used in these Terms and Conditions are defined as follows:

“**Authorised Agent**” means a person authorised by you to act as your agent in conducting your personal banking transactions and is registered as your agent by BSP First. This includes a person who has power of Attorney.

“**Bank/Bank South Pacific/BSP**” means Bank of South Pacific Limited;

“**BSP First Product Package**” refers to the range of banking products and services that are available to you upon becoming a BSP First Client.

“**Electronic Banking Services**” refers to BSP Internet Banking, Telephone Banking and Mobile Banking collectively.

“**Personal Income**” includes Salary, Dividend Pay Out and Interest Paid.

“**FATCA**” means Foreign Account Tax Compliance Act

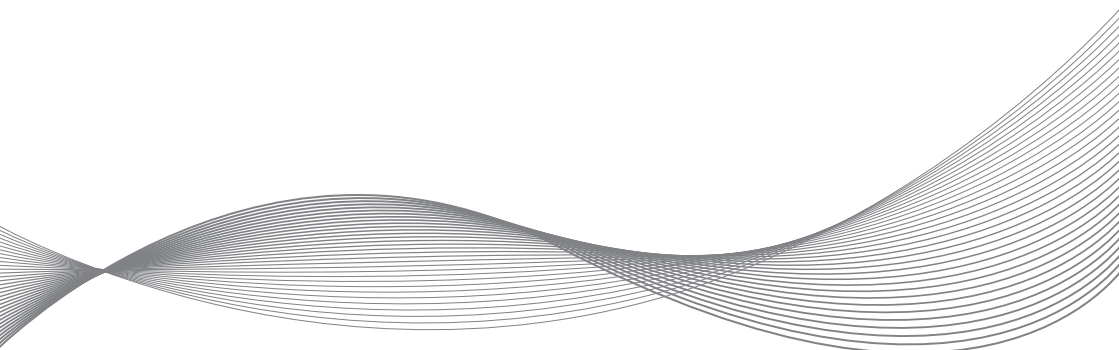
“**Security Details**” can be processes or security procedures we ask you to follow or use to make an instruction or confirm your identity and which may be used in combination with something we give you.

“**Terms and Conditions**” means this Terms and Conditions of membership of BSP First.

“**Travel Guard**” is the emergency services provider organisation engaged by American Home Assurance Company, trading in Papua New Guinea as AIG - American Insurance Group, to provide support services to you.

“**You/your**” means you as a BSP First Client.





**bsp first**

[www.bsp.com.pg/bspfirst](http://www.bsp.com.pg/bspfirst)