

Brunei Banking Code

1 Introduction

About the Banking Code

1.1 The Banking Code (“the Code”) is a voluntary code established by the banks in Negara Brunei Darussalam with the objective of providing Personal Customers with the minimum information required in relation to standards of good banking practice which is expected of banks in dealing with Personal Customers on a day-to-day basis. The Code thus serves to protect you through having such information easily accessible and available at your convenience.

The Code addresses the following:

- Accounts namely current accounts, saving accounts and fixed deposit accounts or Investment Accounts (for Islamic products);
- Payment Services including Remittances and foreign exchange services;
- Cards and PINs, and
- Financing Facilities including loans and overdrafts.

The Code does not cover Investment in Securities and Insurance.

1.2 The Code allows competition and market forces to work hand-in-hand towards encouraging higher standards of banking practices for your benefit.

For your ease of reference, within the Code, references to ‘you’ shall mean you as the customer and ‘we’, ‘us’ and ‘our’ shall collectively mean the bank the customer deals with.

The following represent the banks involved in the implementation of the Code:

- Baiduri Bank Berhad
- Bank Islam Brunei Darussalam Berhad
- Citibank N A
- Malayan Banking Berhad
- RHB Bank Berhad
- Standard Chartered Bank
- The Hongkong and Shanghai Banking Corporation Limited
- United Overseas Bank Limited

Please note that not all the banks stated hereinabove offer the same products and services listed in 1.1 hereinabove.

Unless it states otherwise, all parts of this Code shall apply to all the aforesaid products and services irrespective of the mode of communication. For example, through the banks' respective branches, over the phone, by post, on the internet or by other means.

The Banking Code shall come into effect on 1st May 2010.

2. Fairness commitment

We are committed to ensuring that you receive fair and reasonable treatment from any of us when offering you the products and services covered in the Banking Code. We endeavour to do so by meeting all of the following commitments:

- We will ensure that all our advertising and promotional materials are accurate, clear and not misleading in any form/manner.
- We will provide clear and sufficient information on our products and services and provide you with financial advice if requested.
- We will inform you of any changes in rates, charges, terms and conditions and/or policies.
- We will deal promptly with any complaints or issues which you may have in relation to any of our products or services.
- We will ensure that all your personal information with us is kept private and confidential and provide secure and reliable banking systems.
- We will make the Banking Code readily accessible and provide the necessary training to our staff.

In order to meet the commitments mentioned above, we will endeavor to meet and comply with the standards set out herein.

3. Helping you to choose products and services that meet your needs

3.1 Before committing yourself to become a customer, we will give clear and sufficient information explaining the details of the products and services being offered such as: -

- Eligibility
- Requirements. For example, an Introducer.

When opening a Current Account, we may/may not require an Introducer. This requirement may vary from bank to bank.

- Minimum level of services
 - Cheques and cash Deposit
 - Withdrawals via ATM and over-the-counter (OTC)
 - Fund transfers and bill payment facilities
- Main features of products & services
- We will also inform you of other available products and services which may be more suitable and convenient to suit your needs.

3.2 We will tell you if you can avail any of our products and services in more ways than one (for example, on the internet, over the phone, mobile banking, in branches and so on) and tell you how to find out more about them.

4 Interest rates

4.1 You can find out about our interest rates by:

- Calling our helpline (where applicable)
- Checking our website (where applicable)
- Looking at the notices in our branches
- Referring to our product brochures ; or
- Asking our sales or customer service staff

4.2 We will endeavor to provide new customers with the following information in writing:

- The effective Interest Rate or Annualised Profit Rate of all credit facilities (to be made known in loan or financing documentation and in advertisements);
- The method of calculating the loan or financing balance upon early settlement
- Administrative charges (if any)

4.3 We will give you information on the applicable interest rates (applicable to conventional banks) or profit rates (applicable to Islamic Banks) for the contracted period and the basis and frequency at which interest/profit payments or deductions are to be made.

4.4 We shall announce in advance any changes in interest or profit rates pertaining to your facilities/account(s). Deposit and saving rates will be displayed in our branches and/or on our website.

5 Charges

5.1 In servicing, facilitating and maintaining your account with us, we may impose certain charges which shall be made known to you.

5.2 Standard charges or fees shall be stipulated under the terms & conditions upon account opening. We shall keep you informed in advance of any addition or changes in our charges or fees.

5.3 Charges may vary from bank to bank in accordance with each bank's internal policies and practices. You are thus advised to refer to the individual bank to obtain further details on specific charges or fees imposed.

5.4 You may obtain further information by any one of the following means:

- Approaching our sales or Customer Service staff;
- Referring to websites, where available; or
- Notification through account statements or publications.

6 Terms and Conditions

6.1 We will make readily available to our customers or prospective customers written terms and conditions of a banking service or product. We advise you to read and understand the terms and conditions that apply to the banking service or product carefully and where necessary, to obtain independent legal advice.

6.2 We will be prepared to answer any questions you may have relating to any of our terms and conditions.

6.3 Our terms and conditions should provide a fair and clear description of the services and products you should expect to receive from us as well as the relationship between you and ourselves.

6.4 The terms and conditions should be available in either English or Bahasa Melayu. Plain language will be used to the extent that this is consistent with the need for legal certainty. Technical and legal language will only be used where necessary.

6.5 We will advise you of any variations or changes in our terms and conditions together with any changes in our fees and charges through our websites or branches or any other generally accepted modes of communication.

7. Closing/Changing your account

7.1 If you wish to close/change your account at any time, we will:

- Recommend and advise you on the features of other accounts offered by us or
- Return the balance in your existing account to you with any dividend/profit/interest it may earn subject to the account features and applicable charges.
- If we find that there is unsatisfactory conduct of your account for example, there has been a repeated series of returned unpaid cheques issued by you, we shall have the discretion to close the account without prior notice to you.
- In case we suspect suspicious transactions in your account, we will have the right to close your account and alert appropriate authorities on such transactions.

8. Advertising and Marketing

8.1 We will from time to time put up advertising and promotional material and will ensure that the information provided is easily understandable, reliable and accurate.

8.2 We will not disclose your name and address to any external party other than our Associate, subsidiary or related party for marketing/promotional purposes without first obtaining your consent in writing to do so.

8.3 If you do not wish to be contacted for any marketing/promotional events, you are at liberty to inform us at any time and we shall oblige you with such request.

9. Maintaining your account

Statements

9.1 Depending on the features and/or status of your account, we shall provide you with statements on a monthly, quarterly or half-yearly basis or at least once a year and deliver the statements to you by any appropriate mode of delivery, for example e-mail, internet banking or post. You can ask us to give you your account statements more often than is normally available for your type of account but there may be a charge for such service.

9.2 For accountholders with passbooks, you may update your passbook over-the-counter or use our self-service-passbook-update facilities (if available).

9.3 For those of us with ATM facilities and internet banking facilities, mini statements may be made available via ATM free of charge.

Clearing payments

9.4 We will advise you how automated payments are disbursed or actioned including instructions received over the phone (this does not apply to all customers; only those who have registered for such service and have provided us with indemnity in so doing), by way of internet banking or Standing Instructions.

Standing Instructions

9.5 We will advise you how to effect Standing Instructions and how to cancel such Instructions when you no longer require such service.

Cheques

9.6 We will keep original cheques paid from your account or copies for a minimum of six (6) years.

9.7 If, within a reasonable period after the entry has been made into your account, you raise query/dispute on a cheque paid/issued with your account details, we will provide you with a copy of the cheque for your records and retain the original copy for investigation purposes.

9.8 It is important that you ensure that the cheque you intend to issue is legible and properly completed since a duly completed and signed cheque acts as an authority to the drawee bank to withdraw from your account for payment to the payee.

9.9 Please ensure no alterations/amendments/erasures are done on the face of the cheques as we will immediately decline such cheques in conformity with regulatory guidelines.

9.10 We will advise you if your cheque has been returned unpaid in such manner deemed appropriate by the bank.

Foreign-exchange services

9.11 When you buy or sell foreign currency, we will give you an explanation of the service, details of the exchange rate and an explanation of the charges which apply to foreign-exchange transactions.

- 9.12 If you want to transfer money abroad, we will tell you how to do this and will give you:
- a description of the services and how to use them;
 - details of when the money you have sent abroad should get there and the reasons for possible delays;
 - the exchange rate applied when converting to the foreign currency (if this is not possible at the time of the transaction, we will advise you the rate used at a later stage); and
 - details of any commission or charges which you will have to pay and a warning that the person receiving the money may also have to pay the foreign bank's charges.
- 9.13 If money is transferred to your bank account from abroad, we will advise you of the original amount received and any charges. If the sender agrees to bear the relevant charges, we will pay the full amount into your account.

Protecting your account

- 9.14 We will tell you what you can do to help protect your accounts. You can find out more about what you can do to help in Section 12 of this Code.
- 9.15 If you inform us that you have lost either your cheque book, passbook or card or you suspect that someone else may know your PIN or other security information, we will take immediate steps to try to prevent these from being used.

Dormant accounts and unclaimed money

- 9.16 Depending on the individual banks, if your account is inactive for six (6) months or more, your account may be classified as a dormant account.
- 9.17 Once your account is classified as a dormant account, we will contact you through mail or other generally acceptable means and we will tell you how to activate the account.
- 9.18 Depending on the individual bank, for dormant accounts with balances of BND10.00 or less, we are allowed to close the accounts and absorb the remaining balances as a charge. Where the balances in the accounts are in excess of BND10.00, we may charge an annual service fee until such time determined by us.

9.19 Pursuant to the Banking Order 2006 and Islamic Banking Order 2008, for accounts classified under Unclaimed Monies, that is, accounts which have been inactive or have not been operated on for six (6) years or more and the respective bank has made all reasonable attempts to inform/locate you of the existence of such monies, the bank is required to surrender the balance in your account to the Ministry of Finance.

10. Cards and PINs

This section applies to cards as defined in the Glossary.

General features of cards

10.1 We will send you an ATM card if you request for one or to replace a card you already have subject to a replacement fee which may vary from one bank to another.

10.2 If you do not recognize a card transaction which appears on your statement, we will provide you more details at your request. In some cases, we will need you to give us confirmation or evidence that you have not authorized a transaction.

10.3 Upon confirmation of an authorized transaction, we will investigate and may but not be obliged to refund any interest or fee charged, unless it is established that you have acted fraudulently or without reasonable care.

10.4 Your statement will show the service fee/charge we impose for cash withdrawal in foreign currency using your card transactions or withdrawals made through other banks' ATMs in foreign countries.

PINs

10.5 We will provide you your PIN (personal identification number) and keep it separate from your card. We will use reasonable endeavors to ensure that no other persons besides you will know your PIN details.

10.6 We will advise you on how to change your PIN and encourage you to change your PIN upon receiving your PIN details for security reasons

Credit Cards

10.7 When you apply for a credit card, we will explain to you how it works and advise you on the relevant terms and conditions. We recommend that you pay particular attention to the following information :

- Repayment grace period
- Charges for outstanding balances
- Minimum monthly payments
- Late payment charges
- Annual membership fees
- Cash advance charges
- Lost/Stolen card liability
- Administrative Charges

10.8 Before we give you a credit limit, we will make a financial assessment of your application to determine your eligibility and whether you meet our criteria.

10.9 We may increase the credit limit on your credit card. We will give you notice if we do this. We will also explain clearly in the notice we give you that you are at liberty to decline the increase and to advise us accordingly.

- You can contact us at any time if you want to reduce credit limit or opt out of having your credit card limit increased.
- You can request us to increase your credit limit. We will consider this when we have made the appropriate assessment.
- We may, at our discretion, reduce your credit card limit where we deem appropriate and provide you with notification of the same.

10.10 You will receive a monthly statement for your credit card. The monthly statement will include information about transactions since the last statement date, interest, administrative charges, the minimum repayment, late payment charges, the payment due date and other useful information. Upon request, we can provide you with ad-hoc statements subject to a fee.

10.11 If you make cash withdrawal with a credit card, we will treat it as a cash advance and we may charge you a handling fee and interest or administrative charges at the cash advance rate from the date you made the withdrawal.

Prepaid and Debit Cards

10.12 Before you apply for or acquire prepaid or debit card, we will explain the main features of the card to you including the applicable terms and conditions.

11. Your Personal Information

11.1 Personal information obtained during the course of our banking relationship with you, including account opening information and banking transactions, shall be treated as private and confidential.

11.2 Data such as your name, address, identity card number and other account details shall not be disclosed to a third party unless specifically permitted by law or when we have your permission to do so. However, if our interests mean we must disclose the information (for example, to prevent fraud), we shall have a duty to the public or authorities to make the information known.

11.3 We shall not divulge information pertaining to your account(s) held with us to a third party for marketing /promotional purposes unless you expressly authorize us to do so.

11.4 From the point when our banking relationship with you ends, we are required to retain your personal information such as name, address, identity number and other account details for a period mandated by law.

11.5 As part of banking practice, we shall request up-to-date personal details and information from you from time to time during the course of our banking relationship with you, in which this confidentiality clause shall also apply.

12. Protecting your Accounts

We are committed to providing our customers with secure and reliable banking systems.

12.1 Customer information

12.1.1 We request that you promptly inform us when there is a change in your personal details in order for us to maintain up-to-date and accurate information.

In particular, you should endeavour to update us where there have been any changes to the following:-

- Name;
- Address (residential, correspondence and office);
- Contact number;
- Identification / Passport number
- E-mail address

12.1.2 In order to prevent fraud and protect your accounts, we advise you to take reasonable steps to safeguard your account information, PINs, passwords, cheques, passbook, bank cards and other security information. You should inform us immediately if any of the aforementioned information or items have been compromised so we can arrange for the swift protection of your accounts.

12.1.3 We recommend you to adopt the following precautions to guard against fraud:-

- Do not share your account details, PIN, password or other security information with anyone else;
- When changing your PIN, password or other security information, we advise you to choose one carefully and avoid easy-to-guess words or number sequences i.e. birth date, 1234 etc;
- Destroy any notices from us containing your PIN, password or other security information and avoid recording or writing them down, instead try to remember them;
- Keep information containing your account details safe ie card receipts, ATM advice etc;
- You should not allow anyone else to use your bank cards or sign on your cheques;
- You should keep your bank cards safe, we advise you against keeping your cards and PIN together.

12.2 Statements / Passbook

12.2.1 We advise you to regularly examine your statements of accounts and / or passbook and report any discrepancies or unauthorized transactions in the statement(s). Any discrepancies or unauthorized transactions which you fail to report within the specified time period of each bank will be regarded as conclusive.

- 12.2.2 You should notify us if you do not receive a statement of account in the mail or from any other expected channels, for example e-mail.

12.3 Cheques

- 12.3.1 When writing a cheque, you should ensure that you state all information, that is, the payee's name, amount, date clearly and accurately to avoid any fraudulent misuse of your cheque and to avoid the potential for cheque alterations which will result in the rejection of your cheque in accordance with regulatory guidelines.
- 12.3.2 We recommend you to exercise caution in the safekeeping of your chequebooks. You should report the loss of any signed cheques, blank cheques or chequebooks as soon as possible, so that the cheque may be stopped before it is presented for payment.
- 12.3.3 You should take care not to pre-sign any blank cheques and we recommend you adopt the use of crossed cheques. You should also ensure that your signature is legible.

12.4 Internet Banking

- 12.4.1 We advise you to take steps to keep any device or password used for accessing internet banking services secure and secret. You should inform us as soon as practicable if you find that your device or password has been compromised.
- 12.4.2 We recommend you to keep your PC secure and up-to-date with anti-virus and spyware software and a personal firewall.
- 12.4.3 We advise you to be wary of any emails from senders claiming to be from your bank as we will never send you an email requesting you to provide your personal account or security details in order to unblock your account or update your information.
- 12.4.4 We advise you against entering an internet banking site from a link in an email and then entering your personal details. You should always access internet banking sites by typing the bank's address into your web browser.

12.4.5 If in doubt, please refer to the Information Security Department or E-Banking Centre/Department of the Bank.

12.5 Cancelling Instructions

12.5.1 You must inform us through written or verbal notice to be promptly followed by written instructions if you wish to cancel an authorized payment or a series of payments. Sufficient notice should be given to us or your instruction to cancel may not be effected in time.

12.5.2 For any standing instructions, we advise you to inform the third party recipient of the transaction and keep proof of the cancellation.

12.6 Liability for losses

12.6.1 If you act fraudulently or with gross negligence such as failing to properly safeguard your account information, you will be responsible for all losses on your account(s) as a result of your fraudulent or negligent conduct.

12.6.2 You will be liable for all losses affected by the misuse of your bank cards until you notify us of the loss or theft of your card or suspected disclosure of any PIN or password.

13. Lending

Borrowing money

13.1 Before we process your loan/financing application or increase your credit limit, we will make a financial assessment of your application to determine your eligibility and whether you meet our criteria.

13.2 If your application is successful or has been declined, we endeavour to advise you in writing of the outcome of your application within a reasonable period of time.

13.3 If a guarantee or security is required and has been provided for your financing/loan facility, we will seek your consent to allow us to release any information pertaining to such security to the guarantor or to their legal representative. We will also encourage the prospective guarantor to seek independent advice to ensure that they understand

and appreciate the full extent of their commitment/liability and the ensuing implications.

- 13.4 If you have difficulty in servicing your repayments with us, you should inform us promptly and we may consider re-assessing the facility or looking into alternative solutions as to how to overcome the problem.

14. Complaints

If you wish to make a complaint in respect of any of our products and/or services, you may write to or lodge your complaint with any of our complaint-handling sections.

Baiduri Bank Berhad

Unit 1-4 Block A, Kiarong Complex
Lebuhraya Sultan Hassanah Bolkihah
Bandar Seri Begawan BE1318
Telephone No. 2268300

Bank Islam Brunei Darussalam Berhad

Lot 159, Jalan Pemanha,
Bandar Seri Begawan BS8711
Negara Brunei Darussalam
Telephone No. 2238181

Citibank N.A.

No. 12 -15, Jalan Sultan,
Darussalam Complex,
Bandar Seri Begawan BS8811
Brunei Darussalam
Telephone Nos. 2243983/4/5/6 Ext. 119

The Hongkong and Shanghai Banking Corporation Ltd.

Service Quality Department,
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Bandar Seri Begawan BS8670
Negara Brunei Darussalam
Telephone Nos. 2252178 or 2252269

Malayan Banking Berhad

1, Jln. McArthur, Bandar Seri Begawan BS8711,
Negara Brunei Darussalam
Telephone Nos. 2242494 or 2242495

RHB Bank Berhad

Unit G.02, Ground Floor, Block D,
Bangunan Yayasan Sultan Haji Hassanah Bolkuah, Jalan Pretty,
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Negara Brunei Darussalam
Telephone Nos. 2222515/2222516

Standard Chartered Bank

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Negara Brunei Darussalam
Telephone No. 2658000

United Overseas Bank Limited

Bandar Seri Begawan Branch
Units 10 & 11, Bangunan D'Amin Jaya,
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