

Account Opening Form Personal, Joint and Trust



...Truly dependable

Dear Applicant,

IMPORTANT INFORMATION FOR OPENING A NEW BANK ACCOUNT

Thank you for your decision to open an account with Prudential Bank Limited.

We wish to inform you that the Bank is required in compliance with the Anti-Money Laundering Act, 2020 (Act 1044), Anti-Terrorist Act, 2008 (Act 762) as amended, Data Protection Act, 2012 (Act 843) and other statutes and regulations of relevance, to obtain, verify, record, process and share (where necessary) information, which relates to each person, company or institution that opens a bank account with PBL.

Please ensure that you read carefully the Terms and Conditions.

We count on your co-operation

By Management

REQUIREMENTS FOR OPENING PERSONAL, JOINT AND TRUST ACCOUNT

1. Duly completed account opening form
2. One (1) recent passport-sized photograph of the account holder(s).
3. Valid Ghana Card identification of the account holder(s).
 - **Foreign nationals shall submit valid Passport and Residence Permit. (This is Mandatory)**
 - **For Trust account the Birth Certificate of the Minor is required or any acceptable proof of identity**
4. Proof of residential address of the account holder(s) or signatories to the account.

Provide GPS Address Code

In addition to the GPS Code, the Bank **may** request for any of the following:

- a. Original copy of utility bill (e.g., electricity, water, telephone etc.) not more than 3 months old or
- b. Current Tenancy Agreement to confirm the residential address.

NOTE: For foreign nationals and non-resident Ghanaians, a phone bill, bank statement or driver's license etc confirming the residential and postal addresses in the country of permanent residence is required.

5. U.S. citizens, residents, and green card holders are required to complete Foreign Account Tax Compliance Act (FATCA) supplementary form i.e., W8 or W9 where applicable. All other foreign nationals are to complete the CRS
6. A reference **MAY** be required from any of the following to open a Current Account. This will be subject to confirmation by the Bank:
 - Prudential Bank current account holder;
 - Applicant's employer;
 - Heads of recognized educational institutions;
 - Reputable individuals and professionals in good standing (e.g. Senior Public Officer, Lawyer, Medical Doctor, Accountant, Senior Banking Official and Religious Leader).A photocopy of the referee's ID is required and subject to confirmation.
7. Initial minimum deposit:
 - Ghana Cedi Account - **As may be determined by the Bank.**
 - Forex a/c – USD100, £100, €100

For further clarification, please contact the Account Opening Desk at any branch of the Bank.

Please complete in **BLOCK LETTERS** and tick (✓) where applicable

Branch Name: _____

1. ACCOUNT INFORMATION
ACCOUNT TYPE

SELECT THE TYPE OF ACCOUNT(S) YOU WISH TO OPEN

NOTE: YOU CAN OPEN MORE THAN ONE TYPE OF ACCOUNT WITH THIS FORM

CATEGORY OF ACCOUNT
 Personal Joint Trust(ITF)

ACCOUNT TYPE
 Standard Current Standard Savings
 PBSA PWSA Child advantage(Trust)
 Student Current Student Savings Others: _____ (Please specify)

Currency
 GHS USD
 GBP EUR

PURPOSE OF ACCOUNT(S)
 Personal Savings Investment Salary Loan Servicing Business Other: _____ (Please specify)

DIGITAL PRODUCTS:
 Gh-Link Card (Cashwise) VISA card Mastercard UnionPay(UPI) card Link Mobile Wallet
 Mobile App MobiWise AlertWise/ SMS E-Zwich Ghana Pay
 E-statement Internet Banking (NetWise) Others (Specify)

CHEQUE BOOK / SAVINGS WITHDRAWAL REQUISITION
Cheque Book 25 Leaves 50 Leaves
Savings Withdrawal Book 25 Leaves
 EXPRESS NORMAL

STATEMENT FREQUENCY Quarterly Monthly Weekly Daily Others (Specify)

2. PERSONAL INFORMATION
FIRST SIGNATORY

 Title: Mr. Mrs. Miss. Ms. Dr. Prof.
 Other (specify):

Surname

First Name:

Other Name(s):

Previous/ Maiden Name:

Date of Birth: D D M M Y Y Y Y

Place of Birth:

 Gender: Male Female

Educational Status:

 Undergraduate Graduate Post Graduate Non-Student

Residential Status:

 Resident Ghanaian Non-Resident Ghanaian

SECOND SIGNATORY

 Title: Mr. Mrs. Miss. Ms. Dr. Prof.
 Other (specify):

Surname

First Name:

Other Name(s):

Previous/ Maiden Name:

Date of Birth: D D M M Y Y Y Y

Place of Birth:

 Gender: Male Female

Educational Status:

 Undergraduate Graduate Post Graduate Non-Student

Residential Status:

 Resident Ghanaian Non-Resident Ghanaian

FOREIGN CONTACT DETAILS FOR FOREIGN NATIONALS AND NON-RESIDENT GHANAIAN APPLICANTS
FIRST SIGNATORY

Country:											
City/ Town:											
Postal Address:											
Email Address:											
Mobile Number 1:											
Mobile Number 2:											

SECOND SIGNATORY

Country:											
City/ Town:											
Postal Address:											
Email Address:											
Mobile Number 1:											
Mobile Number 2:											

4. CONFIRMATION OF IDENTITY
FIRST SIGNATORY

i. Type of Identification document											
<input type="checkbox"/> National ID						<input type="checkbox"/> Non-Citizen Ghana Card					
ID Number											
Country/ Place of Issue:											
Date of Issue:	D	D	M	M	Y	Y	Y	Y			
Date of Expiry:	D	D	M	M	Y	Y	Y	Y			

ii. Residential Address Confirmation

- GPS Address
 Utility Bill
 Tenancy Agreement
 Bank Statement (Foreign Nationals)
 Other (Please Specify): _____

SECOND SIGNATORY

i. Type of Identification document											
<input type="checkbox"/> National ID						<input type="checkbox"/> Non-Citizen Ghana Card					
ID Number											
Country/ Place of Issue:											
Date of Issue:	D	D	M	M	Y	Y	Y	Y			
Date of Expiry:	D	D	M	M	Y	Y	Y	Y			

ii. Residential Address Confirmation

- GPS Address
 Utility Bill
 Tenancy Agreement
 Bank Statement (Foreign Nationals)
 Other (Please Specify): _____

5. OTHER DETAILS
FIRST SIGNATORY

Marital Status:
 Single Married Divorced Separated Widowed

Spouse Details

Full Name: _____

Mobile Number 1:											
Mobile Number 2:											

Name of Employer: _____

SECOND SIGNATORY

Marital Status:
 Single Married Divorced Separated Widowed

Spouse Details

Full Name: _____

Mobile Number 1:											
Mobile Number 2:											

Name of Employer: _____

6. OTHER ACCOUNTS
FIRST SIGNATORY

A. Do you have other account(s) with Prudential Bank? Yes No

(E.g. Personal or Business Account)

If yes, provide account number(s):

Account Number											
Account Number											

ii. Additional account numbers:

Account Number											
Account Number											

Nearest Landmark:	
City/Town:	
Region:	
Postal Address	
No. of years with Current Employer:	
Office Contact Number	
Employer's Email Address	
Previous Employer	

Nearest Landmark:	
City/Town:	
Region:	
Postal Address	
No. of years with Current Employer:	
Office Contact Number	
Employer's Email Address	
Previous Employer	

Salary/ Expected Income [Period]
 Weekly Bi-weekly Monthly

Salary/ Expected Income [Amount]
 Less than GHS 1,000 GHS 1,000 and GHS 5,000
 GHS 5,001 and GHS 10,000 GHS 10,001 and GHS 50,000
 Above GHS 50,000

Salary/ Expected Income [Period]
 Weekly Bi-weekly Monthly

Salary/ Expected Income [Amount]
 Less than GHS 1,000 GHS 1,000 and GHS 5,000
 GHS 5,001 and GHS 10,000 GHS 10,001 and GHS 50,000
 Above GHS 50,000

8. FINANCIAL INFORMATION
A. Source of Funds/Wealth
 Income from Employment Inheritance/Gift
 Personal Savings Remittance
 Investment Income Business Income
 Other (please specify): _____

B. Anticipated Value of Transactions per Month in Ghana Cedis
Deposit:
 Less than 5,000
 5,000 to 10,000
 10,001 to 50,000
 Above 50,000

Withdrawals:
 Less than 5,000
 5,000 to 10,000
 10,001 to 50,000
 Above 50,000

C. No of Transactions per month

Deposits: _____

Withdrawals: _____

D. Names of other businesses (if applicable)

Type of associated business _____

Associated business address _____

9. KEY CONTACT PERSON DETAILS
FIRST SIGNATORY

 Title: Mr. Mrs. Miss. Ms. Dr. Prof.

 Other (specify): _____

Full Name

Mobile Number: _____

GPS Code: _____

Date of Birth:

D	D	M	M	Y	Y	Y	Y
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Gender:

 Male Female

Relationship: _____

Residential Address: _____

SECOND SIGNATORY

 Title: Mr. Mrs. Miss. Ms. Dr. Prof.

 Other (specify): _____

Full Name

Mobile Number: _____

GPS Code: _____

Date of Birth:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Gender:

 Male Female

Relationship: _____

Residential Address: _____

10. DECLARATION

- I/We confirm that all the information provided in connection with this application is true and complete.
- I/We confirm that all documents provided in connection with this application are genuine.
- I/We authorize you to make any reference and other enquiries in accordance with your normal procedures.
- I/We authorize you to submit information on this account(s) to any credit reference bureau licensed under the credit reporting Act 2007 (Act 726).
- I/We acknowledge that the Bank may decline the application at its sole discretion.
- I/We consent to the Bank contacting me at the postal address, email address and telephone numbers provided on this application form.
- I/We have read and understood the Prudential Bank Terms and Conditions on pages and of this application form and agree to be bound by them.

MARKED AND THUMBPRINTED / Signed by after the contents hereof had first been read over, interpreted and explained to him/her in language by of (address)when he/she appeared to understand perfectly the import of

same before making his/her mark hereto in the presence of: (NB: STAFF CANNOT SIGN AS WITNESS)

Name:..... Name:.....

Signature: Signature:

Date: Date:

11. AUTHORIZED SIGNATORY(S)

PLEASE ENSURE THAT YOU HAVE FULLY COMPLETED THIS FORM BEFORE SIGNING

FIRST SIGNATORY

Full Name:	
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Please affix passport- sized photograph of signatory

Signature/ Thumbprint

Date:	
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SECOND SIGNATORY

Full Name:	
------------	--

Please affix passport- sized photograph of signatory

Signature/ Thumbprint

Date:	
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Name of Witness

Signature

Date

Indicate Mandate: Sole Signatory Either to Sign Both to Sign

12. CUSTOMER INDEMNITY FORM

12.1 DEED OF INDEMNITY BY VISA/MASTER CARD/UPI CARD HOLDERS AND MOBILE BANKING/ INTERNET BANKING CUSTOMERS

This Deed of Indemnity is made this.....day of.....,20..... by..... and..... of.....(address), customers of Prudential Bank Limited with account number.....

WHEREAS

1. Prudential Bank Limited (“the Bank”) is operating a VISA/MasterCard/UPI Card and Mobile Banking/Internet Banking Service for the provision of Mobile, Online, POS or Automated Teller Machine (ATM) payment/withdrawal services for its customers.
2. I/We have applied to sign on to the Bank’s VISA/MasterCard/UPI Card and Mobile Banking/Internet Banking Service.
3. I/We are required to exercise reasonable care and due diligence in effecting and/or allowing Mobile Banking/Internet Banking, Online, POS or Automated Teller Machine (ATM) payments and/or withdrawals to or by third parties in order not to facilitate, permit, enable or allow any fraudulent or inappropriate use or application of the service.

In consideration of the BANK agreeing to provide VISA/MasterCard/UPI Card and Mobile Banking/Internet Banking Service to us, the Bank SHALL NOT be liable for any damage or loss to be suffered by me/us as a result of an act of omission or error on my/our part following the use of the Bank’s VISA/MasterCard/UPI Card and Mobile Banking/Internet Banking Service and I/We hereby IRREVOCABLY AND UNCONDITIONALLY undertake to indemnify the Bank and keep it indemnified against all claims, demands, liabilities, losses, damages, expenses and whatsoever which may be made against the Bank arising out of the use of the VISA/MasterCard/UPI Card and Mobile Banking/Internet Banking Service or the authorized or unauthorized use of my/our VISA/MasterCard/UPI Cards and Mobile Banking/Internet Banking Service by third parties.

12.2 EMAIL & PHONE INSTRUCTION INDEMNITY

I/We (.....) of(.....) instruct and mandate PBL to deal with my/ our account at PBL and carry out all banking instructions given by me/us through mobile / email via the following Email address(ess): (1)..... (2).....and Contact number(s): (1) (2)..... only. That I/we shall call you on telephone and confirm my/our instruction to you within twenty (20) minutes of giving banking instruction to you through telephone/email address (...../.....) I/We instruct and mandate you after receiving my/our confirmation to deal with my/our bank account(s) and carry out all banking instructions given to you by me/us through my/our said phone number/email address. That in dealing with my/our bank account and carrying out all banking instructions given to you through phone number(s)/email address(..... /.....) I/WE UNDERTAKE to completely indemnify and hold harmless and absolve you PBL from all forms of loss, liability, claim or damage that might be incurred by you or made against you and or me/us as a result of instructing you through phone / e-mail. I / We shall at my/our expense defend any action or claim that any third party or person may bring against you in the event that you rely on my/our instruction and there is a loss.

Customer Signature.....: Date.....

Customer Signature.....: Date.....

14. HIGH RISK APPLICANTS

A. Compliance Officer's Comment _____

Name	Signature	Date

B. Senior Management Approval

Managing Director/Executive
 Head Operations or Executive
 Head Retail & Commercial
 Banking:

Name	Signature	Date

15. DOCUMENT CHECKLIST

DOCUMENT REQUIRED		SUBMITTED	DEFERRED	N/A
1.	Duly completed Account Opening Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	One (1) recent passport-sized photograph of the personal account holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Valid photo identification - National ID/Passport (for foreign nationals)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Proof of residential address of the personal account holder or signatory to the account - GPS code	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Proof of residential address for foreign nationals personal account holder or signatory to the account (e.g., Phone bill, Bank statement or driver's license)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Residence Permit for Foreign nationals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Completion of Foreign Account Tax Compliance Act (FATCA)/ CRS supplementary form for foreign nationals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Reference from the list of PBL acceptable individuals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Initial minimum deposit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Specimen signature /thumbprint of the personal account holder or signatory to the account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

16. TERMS AND CONDITIONS
1. INTRODUCTION

The information in this section together with any further instructions and conditions that may be prescribed by the Bank in the ordinary course of business shall constitute the terms of the agreement between you and Prudential Bank Limited (hereinafter called 'the Bank'). These terms and conditions, together with any other document(s) relating to the opening and operation of your account(s) given to you by the Bank constitute a contract between you and the Bank. Please read them carefully. The account holder(s) or signatories must be at least 18 years of age.

2. BACKGROUND CHECKS

The Bank may carry out checks on you and share information relating to your account and the conduct of your account with the Bank of Ghana, the Economic and Organized Crime Office (EOCO), the Financial Intelligence Centre (FIC) or any other statutory body to the extent permitted by law including the Data Protection Act, 2012 (Act 843) and Anti-Money Laundering Act, 2020 (Act 1044) or if there are reasons to suspect that your account is being used for unlawful purposes. The Bank may make enquiries about your credit record or status with any credit reference bureau licensed by the Bank of Ghana or any other party as may be appropriate. The Bank may provide credit reference agencies with regular updates on the conduct of your account as required by law. The Bank may provide other banks, upon their request, with opinion reports relating to the conduct of your account in accordance with normal banking practice

3. DEPOSITS
3.1 General

You can make deposits at any Prudential Bank branch in Ghana during normal banking hours. You assume full responsibility for the genuineness, correctness and validity of all negotiable instruments deposited into your account(s). The Bank shall not be liable for the loss of funds or negotiable instruments handed over to its employees other than the Cashiers/Tellers in their cubicles together with the appropriate deposit slip(s) during normal banking hours. In the case of cash collection on the premises of the customer, the Bank shall only be liable if it had officially introduced to the customer its employees authorized to do so.

3.2 Cash Deposits

The Bank shall credit your account(s) with any Cash Deposit made by you or third parties in accordance with the Bank's normal practice. Third parties making cash deposit into your account may be required to provide their personal details and identification documents. The Bank may require you to state the purpose of cash deposits made into your account.

3.3 Non-Cash Deposits

a) The Bank will credit your Account with the value of any Non-Cash instrument lodged with any branch of Prudential Bank in accordance with the Bank's normal practice, provided the named payee of the Non-Cash instrument(s) matches your account details.

b) In the case of cash collection on the premises of the customer, employees of the Bank authorized to do so shall be officially introduced to the customer.

c) The Bank shall act only as your agent for collection in relation to Non-Cash instruments.

d) Notwithstanding sub-clause (b) above, the Bank may decline to make a collection in relation to any Non-Cash instrument and will notify you as soon as practicable.

3.4 Deposit in different currencies:

In the event that you make a deposit into your Account in a currency other than the currency of the Account, the Bank shall convert the amount into your Account at the Bank's prevailing rate exchange.

4. WITHDRAWALS
4.1 General

Subject to these Terms and Conditions, the Bank will allow withdrawals from your Account and honour relevant Payment instruments provided that:

a) There is sufficient credit balance in your Account at the time the withdrawal is made or is to be acted on by the Bank;

b) The relevant Payment Instrument is properly completed, contains all the relevant information and appears, on the face of it, to be genuine.

4.2 Expiry of Payment Instruments

The Bank shall decline to honour any Payment Instrument which is presented to it for payment after the end of the statutory or relevant expiry period in accordance with the Bank's normal practice.

4.3 Debiting Your Accounts:

Without prejudice to any set off clause (s), the Bank may at any time debit your Account(s) with any amount due from you to the Bank.

4.4 Stopping cheques:

You may request the Bank to stop payment of a cheque, or any payment instrument drawn on your Account(s). Such a request must be in writing and should include the full details of the cheque(s) or the payment instrument(s). Acceptance of such a request is not a representation by the Bank that the

cheque or the payment instrument has not already been honoured or that there is sufficient time available to the Bank to act on the request. The Bank will make all reasonable efforts to dishonour or stop further processing of the relevant cheque(s) or payment instrument(s) and will have no liability for any failure to do so.

4.5 Issuance of DUD Cheque(s)

You shall ensure that, there are sufficient funds in your account to meet cheques issued on the account. Note that issuing dud cheques is a criminal offence. The bank shall apply the necessary sanctions as determined by the Bank of Ghana.

5. OVERDRAFT FACILITIES

As an account holder, you shall be liable for any amount owing to the Bank on your account and such amounts owed shall attract interest until the account balance is paid off.

5.1 Overdraft Request

You may apply to the Bank in writing for an overdraft facility on your current account(s). If the Bank agrees to grant you the overdraft/loan, it may impose any conditions in addition to or different from these Terms, if appropriate. All overdraft facilities shall attract interest at the Bank's prevailing interest rate. You shall ensure that your account does not become overdrawn or where the Bank has granted you an overdraft limit, does not become overdrawn in excess of that limit without prior agreement with the Bank. All excess shall attract a facility fee in addition to the applicable interest rate on the account.

5.2 Automatic Overdrafts

Notwithstanding any other provision under these terms and conditions in exercising any rights over any account, including the right to debit any sum from an account, the Bank may allow or cause an account to be overdrawn without giving notice to you and you shall be liable for such overdrafts, for example, debits in respect of facility fees, guarantee commissions and insurance of properties. Such overdrawn amounts shall attract interest at the applicable rate.

5.3 Repayment On Demand

You shall promptly repay all or any debit balance on your Account(s) on demand.

5.4 Interest

You shall pay interest on any debit balance on your account(s) at the Bank's prevailing interest rate. Interest shall accrue on a daily basis and be debited on the last working day of the month or as determined by the Bank. Interest shall be calculated in accordance with the Bank's normal practice.

6. ERRORS, CORRECTIONS AND REVERSALS

The Bank may reverse or debit all or part of any credit made into your account(s) under the following circumstances:

a) To correct a mistake;

b) Where your account has been credited but the Bank does not obtain value for the payment instrument;

c) Where the Bank is required to return the money to the relevant payer/drawer or paying bank or other financial institution; and or

d) Where the Bank has reasonable grounds for doing so. The Bank will notify you as soon as is practicable of any such cancellation, reversal or debit. The Bank may at any time correct any mistake in any account statements, confirmations and advices provided to you and will promptly notify you of the change.

7. ACCOUNT INFORMATION

7.1 Statements

For each Account, the Bank will provide you with Account statements at such frequency as may be agreed between the Parties or, in the absence of such agreement, in accordance with the Bank's normal practice.

7.2 Bank Records

The Bank's records in relation to the operation of an Account or any Account Transaction are conclusive except where an obvious mistake has been made.

7.3 Foreign Account Tax Compliance Act (FATCA)/ Common Reporting Standards (CRS)

You hereby consent to Prudential Bank Limited sharing your account and investment information with domestic or overseas regulators or tax authorities to determine your tax liability in any country where necessary. You further agree and consent that Prudential Bank Limited may withhold and pay out from your account(s) and investments such amounts as may be required by domestic or overseas regulators or tax authorities in line with the applicable laws, regulations and agreements.

7.4 Dormant Account

Where your account does not record any customer- initiated activity for a period of 2 years, your account shall be classified as dormant. After 5 years of dormancy, credit balances on the account, shall be transferred to the Bank of Ghana.

8. CHARGES

You shall pay any commissions, fees, interest or other charges levied by the Bank or any other financial institution on your account in relation to any Account Transaction you undertake.

9. PAYMENT OF INTEREST ON CREDIT BALANCES

The Bank will only pay interest on credit balances in your Account where the Bank has expressly agreed to do so. The Bank will credit such interest to the Account at such times as the Bank may determine. Any interest payable by the Bank will be at the rate determined by the Bank from time to time and displayed on the Bank's notice board or as may be notified to you.

10. INSTRUCTIONS

10.1 Instructions

All instructions on your account must be consistent with the relevant Account Mandate and in such form and medium as agreed between the Parties.

10.2 Declining to act on Instructions

Where the Bank, acting in good faith, considers that any instruction is a 'Defective Instruction' the Bank may decline to act on that Instruction. The Bank will not be liable to the customer or any other person for any Loss suffered as a result of the Bank declining to act upon a defective Instruction. The Bank will notify you as soon as practicable if it declines to act on your Instruction.

10.3 Instructions resulting in an overdraft

The Bank may refuse to act on any instruction if it may result in a breach of clause 5.2 (No unauthorized overdrafts) and where more than one Instruction has been given, the Bank may decide which Instruction(s) to decline.

11. E-BANKING TERMS

11.1 The e-Banking Products & Services provided by Prudential Bank are for the sole use of the authorized person(s) and therefore not transferable.

11.2 The use of Electronic Banking Facilities shall be subject to Prudential Bank's prevailing rules and regulations. It should not be used for any purpose other than the transactions designated by the Bank.

11.3 We will keep our Personal Identification Number (PIN) strictly confidential and undertake not to reveal the PIN to any person at any time under any circumstances.

11.4 We authorize Prudential Bank to debit our account(s) with all charges for the use of e-Banking Products & Services, and also with any other liabilities inclusive of legal fees or other statutory charges, if any, relating to our use of e-Banking Products & Services.

11.5 Prudential Bank is not bound to carry out the instructions given through e-Banking Products & Services, if the Bank at its sole discretion

suspects that such instructions do not emanate from the customer.

11.6 At no time would We use or attempt to use the e-Banking Products & Services to execute transfer of funds, unless sufficient funds are available in our account. Prudential Bank is under no obligation to honor any payment instructions unless there are sufficient funds in designated account/s at the time of receiving such payment instructions.

11.7 We accept now and would accept hereafter Prudential Bank's record of transactions as conclusive and binding for all purposes.

11.8 Prudential Bank shall not be responsible for any loss or damage incurred or suffered by the customer as a result of malfunction or failure of the e-Banking Products & Services, or non-acceptance of instructions using the Banks e-Banking Products & Services.

11.9 Prudential Bank shall at any time be entitled to amend, supplement or vary any of these terms and conditions as well as the fees applicable at its absolute discretion with or without notice to us and such amendment, supplement or variation shall be binding on us.

11.10 Prudential Bank shall have the full discretion to cancel, withdraw or renew any Electronic Banking Facility extended to us without prior notice.

11.11 Notwithstanding anything herein to the contrary, Prudential Bank may at any time, in its absolute discretion suspend or terminate our right of access to any of the services without notice for any reason whatsoever and without any obligation to give any reasons.

11.12 Prudential Bank will automatically terminate our right of access to e-Banking Products and Services once We cease to maintain any account(s) with Prudential Bank which can be accessed via electronic banking channels or should our access to such account be restricted by Prudential Bank or any other party such as Government of Ghana and its agencies, Court of Law, or Bank of Ghana, for any reason.

11.13 We will be jointly and severally liable for all transactions arising from the use of the e-Banking Products & Services.

11.14 These terms and conditions are governed by the laws of the Republic of Ghana.

12. SECURITY MEASURES

The Bank may at any time implement any security and other procedures including the Bank's Customer Due diligence and Know Your Customer procedures for the verification of your identity and verification that any transaction is authorized

by you. Where the Bank is unable to verify the genuineness of a transaction, it reserves the right to decline that transaction and shall not be liable for any loss suffered by you or any third party.

13. MANDATE

13.1 You will provide such Mandate (s) as the Bank may require from time to time. The Bank may rely on the contents of any Mandate and deal with and accept any instruction from, any authorized signatory specified, in accordance with the mandate provided.

13.2 Changes in Mandate

You may provide the Bank with an amended or replacement Mandate from time to time. The Bank will be entitled to a reasonable period of time not less than three working days from date of receipt of the notification, to process any such new mandate.

14. LIMITATION OF LIABILITY

14.1 Liability of the Bank

The Bank shall not be liable in any circumstance for any of the following, unless the same is the result of fraud on the part of the Bank.

a) Any loss of profit, revenue, anticipated savings, business, contracts or goodwill or similar loss, whether direct, indirect or consequential that you may suffer;

b) Any indirect or consequential Loss you may suffer or incur for any reason whatsoever even if such Loss was reasonably foreseeable or the Bank had been advised of the possibility of such loss or damage; or

c) Any direct Loss you may suffer or incur unless such direct Loss (excluding the losses set out in

sub-clause (a) above) are the result of the Bank's gross negligence or willful misconduct.

14.2 Further limitation of liability

Notwithstanding clause 13.1 (Liability of the Bank) above, the Bank shall not be liable for any Loss suffered or incurred by you arising in connection with:

- a) Any error, failure, interruption, delay or non-availability of services, goods, software, communication and other networks or information supplied to you or to the Bank by a third party or controlled by a third party or that you use in connection with the Account(s) and/or the Services or
- b) Any Force Majeure event.

14.2 Responsibility for Payment Instruments

a) You are required to collect your cheque books and other payment instruments from the branch where your account is domiciled.

b) In the case of Payment Instruments given to the Bank, you agree that, except in cases of gross negligence or willful misconduct on the part of the Bank.

i. The Bank will not be responsible, and you will not make any claim or demand against the Bank, for any Loss you may suffer or incur, and

ii. You will indemnify the Bank on demand against any Loss the Bank may suffer or incur by reason of or in connection with:

c) The Bank acting on any Payment Instrument that has been, or purports to have been, made by you or on your behalf;

d) Any error contained in any Payment Instrument, irrespective of whether the error originated in the transmission or the receipt of the Payment Instruments; or

e) Any delays in the transmission or receipt of any Payment Instrument.



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