

Terms and Conditions

- A. This document (“Terms and Conditions”) describes the broad terms upon which BOW Trustees Limited (“BOW”) provides services to the Client and/or the entity; it is part of the contract between BOW and the Client. Further and/or more detailed terms of the agreement between the parties (the “Agreement”) are contained in other documents such as the fee agreement specific to the Client.
- B. If there is an inconsistency between these Terms and Conditions and any other part of the Agreement, in the absence of any statement to the contrary, the latter shall prevail.
- C. BOW and the Client agree that BOW will provide services (the “Services”) to or for the Client and the Client will procure payment to BOW in accordance with any fee agreement made between them or failing that in accordance with BOW’s published fee scales in force at the relevant time.
- D. The Terms and Conditions, as amended from time to time, will take effect when provided to the Client and irrespective of whether BOW subsequently takes on the Client's business.

1. Definitions and Interpretation

- (a) “Agreement” means these Terms and Conditions and any other written agreements between the parties.
- (b) “Appointee” means any person procured by BOW to act as a director, secretary, nominee, trustee, protector, guardian, enforcer, managers, signatory, shareholder, council member, partner or to act in any capacity in relation to the formation, administration or management of the Entity.
- (c) “Business Day” means a day on which BOW is ordinarily open to carry on business.
- (d) “Client” means any person for whom BOW provides trust company business services including the person named as a Client in any of the contractual documents and specifically;
 - in the case of a body corporate the word includes its parent, subsidiaries, associates and affiliates wherever incorporated or established together with its successors and assigns;
 - in the case of an individual, the word shall include his heirs, personal representatives and assigns;
 - in the case of a trust the word includes the named settlor (if any) each economic contributor, co-trustees, protectors and guardians (if any) and each beneficiary of the trust (whether or not in receipt of distributions and whether or not specifically named or referred to by way of a class) from time to time;

- in the case of a foundation the word includes the founder, each economic contributor, the Council members, the Enforcer and each beneficiary of the foundation (whether or not in receipt of distributions and whether or not specifically named or referred to by way of a class) from time to time;
- in the case of a partnership the word includes the General Partner and each Limited Partner together (if applicable) with their directors, officers, shareholders, successors, heirs and assigns;
- if the client is more than one person these Terms and Conditions shall apply to those persons jointly and severally.

For ease of reference the Client is referred to in this document as “it” rather than as “he/she” or “him/her”.

- (e) “Employee” means any director, officer, agent, appointee or person, (past, present or future), whether or not employed by BOW, involved with BOW in the provision of Services.
- (f) “Entity” means the Entity or Entities for or in respect of which BOW agrees to provide Services including but not limited to a foundation, trust, partnership, association, body corporate or unincorporated.
- (g) “Fees” means any charges, fees and financial arrangements agreed between the Client and BOW. In the absence of such agreement, it shall mean BOW’s published fees and charges in force at the relevant time.
- (h) “GFSC” means the Guernsey Financial Services Commission.
- (i) “BOW” means BOW Trustees Limited, its shareholders, affiliates and subsidiaries and includes unless the context suggests otherwise any Director, Officer or Employee of BOW (past, present and future), and any Appointee.
- (j) “Person” means any individual or entity whether incorporated or unincorporated.
- (k) “Services” means the services to be performed for or on behalf of, or in connection with the Entity and/or the Client by BOW.
- (l) The singular shall include the plural, the masculine shall include the feminine and the neuter and vice versa in each case unless the context otherwise requires.
- (m) References to laws, codes, rules or regulations shall mean the latest versions of them and shall include any further matters made or brought into force pursuant to or relating to them.
- (n) References to paragraphs are to the paragraphs of this document.
- (o) Headings are included for convenience only and shall not affect the interpretation hereof.

2. Services

- 2.1 BOW shall provide the Services to the Entity and/or Client, using proper skill and diligence. The Services shall include anything done or to be done by BOW which may not be described in an agreement, but which in the opinion of BOW is reasonably necessary or appropriate and in accordance with professional good practice and shall include anything which BOW believes to be consistent with its regulatory responsibilities.
- 2.2 In some cases BOW may take the view that it is preferable to have a task performed by a third party, e.g. for compliance, file reviews, investment reviews, preparation of accounts. In such event, BOW shall endeavour to select a competent service provider but shall not be responsible for any service provider selected in good faith. The charges of the service provider will be treated as disbursements.
- 2.3 The provision of the Services shall be within the context of and subject to all applicable laws, regulations, rules, requirements, practices and guidelines which BOW believes to be relevant.
- 2.4 BOW administers entities but does not provide advice on matters such as law, investments, taxation and accountancy. These are specialised areas in which BOW is not qualified, licensed or insured to advise or act. Where it believes it to be appropriate BOW may obtain such specialist advice at the cost of the Entity or Client. BOW shall not be responsible for, or for the consequences of, any act or omission by such specialist or by anybody engaged by such specialist to provide services to or for a Client or Entity.
- 2.5 Should the Client propose to rely upon anything written or said by BOW in relation to law, investments, taxation, accountancy or other professional service, before doing so it must ask BOW whether it may do so. The Client must not rely upon such writing or statement unless it has specific written consent from BOW. Further, the Client hereby indemnifies BOW against any cost, claim or award against BOW resulting, (including, but not limited to, the costs of defending any claim), directly or indirectly from such writing or statement.

3. The Relationship

- 3.1 BOW seeks to provide an efficient and friendly service. This is assisted by BOW and the Client having a good working relationship, which in turn flows from regular meetings, frequent contact and frankness.
- 3.2 Its size and independence allows BOW to provide a flexible service using independent experts' advice where appropriate.
- 3.3 BOW welcomes discussions on how it can best accommodate the wishes of the Client and suggestions to improve the Service.

4. Compliance & Due Diligence

4.1 BOW is required by law to operate rigorous procedures to satisfy itself that the Client, the Entity and those associated with them are not involved in or connect to:

- money laundering and the use of proceeds of crime
- drug trafficking
- financing of terrorism
- bribery and corruption
- tax evasion or,
- any other criminal activities.

The Client hereby accepts that BOW has such responsibilities, recognises that it (the Client) and the Entity has an important part to play in such prevention, and undertakes:

- (i) to be alert to such activities,
- (ii) to take reasonable steps to procure that the Client and the Entity have no involvement with such activities,
- (iii) promptly to notify BOW of any knowledge or suspicion it may have that the Entity is or may become involved in any such activity,
- (iv) promptly to provide such information as BOW may request in relation to these matters.

4.2 The Client will be required to provide full due diligence materials to BOW before BOW accepts the business. After accepting the business, BOW is required to maintain up to date due diligence materials and information and accordingly will regularly review the Client files and due diligence information and request further information or materials as it thinks fit. The Client will be charged for the cost of such reviews and the processing of requests for further information or materials.

4.3 Failure to provide information promptly may cause (i) extra expense, which shall be chargeable by BOW as a fee and (ii) BOW to suspend or terminate provision of the Services. BOW shall not be liable for any loss, (however caused), or for any other consequences of such suspension or termination.

4.4 The Client understands that by using the services of BOW, it benefits from the licence granted to BOW by the GFSC, the good reputation of BOW and the international reputation of Guernsey as a finance centre. The Client as a consequence agrees that in its dealings with BOW and the Entity it will do nothing which might jeopardise BOW's licence or its good reputation.

5. International obligations

5.1 Pursuant to international obligations BOW is required by government and international organisations to gather, sort and report information about entities, clients and related parties. Most notable at present is the heavy burden placed upon financial services providers by (a) FATCA - the American Foreign Account

Tax Compliance Act, (b) an intergovernmental agreement (with a similar effect to FATCA) between the UK Government and the Crown dependencies and overseas territories, including Guernsey and (c) the Common Reporting Standards (CRS) as agreed with the OECD

- 5.2 These international obligations, which are increasing, aim to prevent tax evasion and, to some extent, tax avoidance. The aim is achieved by governments requiring financial services businesses to obtain and collate information about their clients and entities and, where certain criteria are met, to provide information on them to the tax authority in question. Failure to comply attracts, withholding taxes and, possibly sanctions and penalties, and thus is not an option.
- 5.3 BOW has to, and will, comply with such obligations – both current and future ones – and thus will make the required disclosure. These obligations take priority over duties of confidentiality/data protection. BOW may comply directly or through another organisation, such as a “sponsored entity” (as defined in FATCA).
- 5.4 BOW will charge its clients/entities, on a time basis, for the cost of fulfilling these obligations.
- 5.5 In some cases, BOW may take professional advice, which will be at the cost of the Client or Entity, in relation to an issue regarding the disclosure of information.

6. Instructions and Communications

- 6.1 BOW may act on or take into account requests or instructions from the Entity or Client or any Person whom it reasonably believes to be authorised and may, where it appears reasonable, delay or not act upon a request or instruction, and shall not be liable for the consequences of any such delay or refusal. In particular, BOW may, for instance if it is suspicious of any transaction or activity and/or if it has filed or is considering filing a Suspicious Activity Report, or pursuant to an official request, and/or in any other case where it appears reasonable, refuse to perform an action. In such a case, BOW will not be responsible for any cost, loss or damage caused through any delay in the receipt of instructions or communications or any interception of instructions or communications by unauthorised third parties;
- (a) BOW shall be under no duty to inform or explain to the Client, its refusal;
 - (b) the Client will use its best endeavours to procure that the Entity makes no claim for damages against BOW;
 - (c) the Client itself will make no such claim.
- 6.2 The Client will be assigned an administrator who will have day-to-day responsibility for the Client/Entity, and a director who will have overall supervision and responsibility for the Client/Entity. Instructions for request should, as a preference, be directed towards one of them, but communications to any other director will be dealt with. It is expected

that a good working relationship will develop between the Client and the Administrator and Director.

- 6.3 BOW will communicate with the Client and Entity to the current addresses provided to BOW. The Client should bear in mind that communication by e-mail or other electronic media does have risks both in terms of security (which may lead to loss of privilege) and viruses. The Client will keep BOW informed of the address at which it should be contacted and will keep BOW informed of any change of address.
- 6.4 Requests or instructions should, unless in an emergency, be conveyed to BOW in writing (e-mail, fax or letter), rather than orally. If conveyed orally, written confirmation must follow as quickly as possible. BOW shall be entitled to assume that a communication comes from its purported sender and shall not be liable for the consequences should this prove not to be the case.
- 6.5 If BOW is unable to obtain reasonable instructions or guidance from the Client or Entity, it shall take such action as it considers fit and shall not be liable for the consequences.

7. Fees

- 7.1 BOW shall charge and shall be paid fees as agreed in writing with the Client or failing such agreement, in accordance with BOW's published fees and charges at the relevant time.
- 7.2 The Client and the Entity shall be jointly and severally responsible for paying BOW's fees and for payment or reimbursement to BOW on demand for disbursements and expenses incurred or proposed to be incurred in relation to the Services.
- 7.3 BOW shall be entitled to retain for its own account any commissions or retrocessions received without being liable to account for any profit and shall be entitled to pay such commissions and retrocessions as, in its sole judgement, it considers necessary, desirable or expedient.
- 7.4 All money due to BOW shall be paid within 21 days of the issue of the invoice and BOW shall be entitled, without further warning, to charge interest at the rate of 5% per month above the Bank of England base rate, calculated and charged monthly, on any money due and not paid within the 21 days.
- 7.5 BOW shall be entitled to deduct from the assets of the Entity any money due to it or due to be disbursed, and for this purpose shall be entitled to liquidate the assets of the Entity. In both cases the consent of the Client shall not be required.
- 7.6 In order to secure payment of fees, disbursements, taxes etc., the Client shall ensure that the Entity shall maintain a minimum cash balance of an amount agreed from time to time with BOW.
- 7.7 The Client hereby guarantees to BOW the payment upon demand of all fees and other amounts properly due to BOW and abandons any right it may have to require that BOW

first has recourse to the assets of the Entity or to require that the Entity be made party to any claim by BOW for such payment.

- 7.8 In the event of a failure to make any payment due, BOW shall have a lien over and a right not to release from its possession or control, any assets or documents belonging in whole or in part or otherwise connected to the Client and/or the Entity until payment has been made with any interest due thereon.
- 7.9 BOW generally invoices quarterly for its services, but:
- (i) it may agree otherwise with the Client,
 - (ii) it will bill for disbursements in advance, upon receipt of an invoice or upon payment by it, as it thinks best,
 - (iii) it may invoice for the production of accounts at the time they are produced, or at any time thereafter,
 - (iv) in the case of a particular transaction or project undertaken for the Client, it may invoice monthly.
- 7.10 BOW Trustees Limited may invoice certain fees in advance. This may be monthly, quarterly, bi-annually or annually. Any fees which are invoiced in advance for services rendered are not refundable if services are terminated for any reason during the period that the invoice covers.

8. Termination

- 8.1 The Agreement will terminate on the date on which BOW ceases to provide the Services (or the last of them) except in relation to Clauses 5, 11, 12, 13, 15 and 16 hereof which shall endure without limit of time for the benefit of BOW.
- 8.2 Termination will not affect any legal rights which already have accrued to BOW or which expressly or by implication are to continue.
- 8.3 Upon termination, BOW shall be entitled to make such retentions and receive such indemnities as it may reasonably require.

9. Replacement of BOW

- 9.1 Upon BOW being replaced as the service provider, subject to 9.3 and 9.4 below, BOW will liaise with its successor for the transfer of the Entity and the provision of documents. BOW may retain such documents as it thinks appropriate and may charge for the cost of copying documents.
- 9.2 BOW's internal memoranda, attendance notes and other papers prepared for its own purposes shall remain the property of BOW and BOW shall not be obliged to provide to anybody originals or copies unless required under the Laws of Guernsey.

- 9.3 BOW may make a reasonable charge for its services relating to the cessation of the provision of Services and/or the transfer of the Entity to another service provider.
- 9.4 BOW may require reasonable undertakings, indemnities and/or security before transferring an Entity.

10. Conflicts of Interest

- 10.1 If BOW becomes aware of a material conflict of interest, the Client shall be notified and BOW shall use its reasonable endeavours to resolve or avoid the conflict.
- 10.2 If the Client or the Entity becomes aware of a material conflict of interest, it will promptly inform BOW.

11. Disclosure

- 11.1 BOW may be required to disclose information to third parties and/or may reasonably decide that documents or information should be disclosed. Some of the circumstances in which this may be done are described in these Terms and Conditions, but there may be other circumstances where it may be reasonable for BOW to disclose information. In such cases the disclosure will be deemed to be authorised by the Client and the Entity and neither shall make a claim against BOW relating to that disclosure.

12. Confidentiality and Data Protection

- 12.1 BOW is registered under the Data Protection (Bailiwick of Guernsey) Law, 2001 and complies with its obligations under that law.
- 12.2 BOW will use reasonable endeavours to keep information confidential except as may be necessary to provide the Services or as required by law or regulation (e.g. item 9.2).
- 12.3 An example of where BOW will provide information in order to provide the Services is for the purpose of opening a bank or investment account for the entity, where the service provider will require due diligence information.
- 12.4 There are many circumstances in which BOW may be required to provide information.

13. Intellectual Property

BOW retains all intellectual property rights to the fullest extent possible by law in correspondence files, records, software and any documents prepared or used by it in performing the Services.

14. Client Account and Tax

- 14.1 Money held by BOW belonging to the Client or the Entity will be held in a client account separate from the funds of BOW.

14.2 Where tax must be deducted from interest earned on money held on behalf of the Entity or paid to the Entity, the Client will pay the tax authorities from the Client's assets.

15. Liability

15.1 No claim will be made by the Client or Entity against BOW and BOW shall not have any liability to the Client or the Entity, for or in connection with the Services except in the case of fraud, wilful default or gross negligence by BOW.

15.2 No claim for damages against BOW (unless it is for breach of fiduciary duties) shall be made unless notified to BOW in writing within three years of the Client becoming aware of the matters upon which the claim is based.

15.3 BOW may be directed by a competent authority, such as the Guernsey Financial Investigation Unit and/or the GFSC, to cease or restrict the services it provides to the Client or Entity, whereupon it would have to comply with any such direction. A direction may require BOW not to provide information to the Client or Entity. For instance, BOW may be instructed not to permit any financial transaction for a Client or Entity and not to inform the Client or Entity of the prohibition or the reason. The Client and Entity agree that in such case, provided that BOW has acted reasonably, they will make no claim against BOW and BOW will have no liability to them.

16. Undertaking and Indemnity

16.1 The Client undertakes with BOW that it will take its own legal and tax advice in relation to the Entity and the Entity's impact upon the Client's position and it will (a) provide a copy of that advice to BOW, and (b) it will follow the advice.

16.2 The Client will keep BOW indemnified against any and all taxes, actions, claims, losses, liabilities, damages and costs, charges and expenses, (including the costs of defending any allegations), that may arise from or in relation to the provision of the Services, other than liabilities caused by BOW's acts of fraud, wilful default or gross negligence.

16.3 The Client undertakes and represents that immediately after making any economic contribution to any Entity it will remain solvent with an unimpaired ability to pay its just debts and expenses as they arise

16.4 The Client warrants and undertakes to hold BOW harmless and to fully and effectively indemnify BOW against any depreciation to the price or value of any tradable asset (which expression shall mean and include any currency and any security tradable on a recognised market or exchange wherever situate) incurred between the time that instructions or communications are issued and the time they are implemented or in the event (for whatever reason) that best execution of any trade cannot be achieved. Unless otherwise agreed in writing BOW may place trades with any broker or dealer chosen at its absolute discretion and shall not be responsible for the price at which any trade is conducted.

16.5 This undertaking and indemnity shall be in addition to any legal rights that BOW may have.

16.6 This clause shall survive the termination of this agreement.

17. Notices

17.1 A notice required to be given under this agreement shall be in writing and transmitted to the addressee at its current physical or electronic address held on file. The client will keep BOW informed from time to time of its contact address; failure to do so may lead to delay, loss or other consequences, for which BOW shall not be responsible.

17.2 A notice delivered personally shall be deemed to have been given at the time of delivery.

17.3 A notice sent by normal post shall be deemed to have been given three days after posting. A notice sent by Air Mail post shall be deemed to have been given seven days after posting.

17.4 A notice sent by facsimile or e-mail shall be deemed to have been given 3 hours after the recorded time of despatch.

18. Force Majeure

In the event of any failure, interruption or delay in the performance of Services resulting from circumstances not reasonably within BOW's control, including but not limited to industrial disputes, acts or regulations of any governmental or official bodies or authorities and breakdown, failure or malfunction of any telecommunications or computer services, BOW shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the Client or the Entity.

19. Amendments and Assignment

19.1 BOW may at any time amend these Terms and Conditions and such amendments will become binding upon the Client and the Entity when they are first shown on BOW's website www.BOWtrustees.com. Client should periodically view the BOW website to check if there has been any amendment.

19.2 The current version of these Terms and Conditions will be available on BOW's website www.BOWtrustees.com.

19.3 BOW may assign its interests in this agreement.

20. Severance

If any part, term or provision of these Terms and Conditions is or becomes, or is declared by any court or competent authority to be void, illegal or unenforceable, it will be deemed to be deleted and the remaining provisions will continue in full force and effect.

21. Complaints

- 21.1 BOW tries to provide a good service and to avoid giving grounds for complaint, but it recognises that mistakes and misunderstandings can occur. When this happens, BOW wishes to settle the matter expediently and amicably. A complaint may first be made to the Administrator or Director dealing with the Client/Entity, or may be made to any director. As much information as possible should be given, in order to assist BOW's investigation.
- 21.2 BOW will take seriously any complaint and will use its best endeavours to respond promptly and reasonably to any complaint, within the following framework:
- (i) an acknowledgement will be sent within 4 days of receipt of the complaint;
 - (ii) a further letter will be sent within the following 7 days. Please note that it may be necessary to retrieve files from storage and/or digest a substantial number of documents, so a full response may take longer;
 - (iii) it may be necessary for there to be an exchange of correspondence and/or a meeting between BOW and the Client. BOW and the Client will endeavour to make swift progress;
 - (iv) BOW and the Client will seek to resolve the matter within 8 weeks of receipt of the complaint.
- 21.3 If BOW has not resolved the complaint to the Client's satisfaction within 3 months, it will inform the GFSC and provide the GFSC with the relevant information. Further, the Client can themselves refer the complaint to the GFSC at PO Box 128, Gategny Court, Gategny Esplanade, St Peter Port, Guernsey, GY1 3HQ, Guernsey (website: www.gfsc.gg).
- 21.4 Should BOW and the Client fail to resolve a complaint, they agree to refer it to mediation before arbitration or litigation.
- 21.5 Notwithstanding the foregoing provisions of this clause 21, if as a Client you have a statutory entitlement to make a complaint to the Channel Islands Financial Ombudsman then the complaints procedure set out in the Appendix to this Agreement shall apply.

22. Waiver

Waivers of rights under these Terms and Conditions will only be effective if given in writing. Failure to exercise rights in full or at all shall not constitute waiver.

23. Governing Law and Jurisdiction

These Terms and Conditions and the Agreement shall be governed by and construed in accordance with Guernsey law and the parties agree that any litigation relating to them shall be heard by the Guernsey courts.

APPENDIX

BOW: Complaints: Internal Dispute Resolution Procedure

BOW hopes that any concerns or issues over the services provided can be resolved amicably through discussion with the BOW key contact (whose details were provided in the Letter of Engagement), administrator or other representative responsible for the provision of the Services. However, if a particular matter is not resolved to your satisfaction, BOW operates an internal dispute resolution procedure.

This procedure is designed to conform with the Channel Islands Financial Ombudsman's model procedure but is open and available to BOW clients if they are eligible to raise a complaint with the Channel Islands Financial Ombudsman.

This procedure may be changed from time to time by BOW. Further copies of this procedure are available on request. We shall also send you copies when acknowledging any complaint made.

What do you do if you are unhappy with the services provided by BOW?

If, in the ordinary course of dealing with the BOW representative responsible for the provision of Services to you, your concerns have not been resolved to your satisfaction, you may refer the matter for consideration to the BOW Compliance & Corporate Governance Director, who may be reached by writing to:

Compliance & Corporate Governance Director
PO Box 214
Richmond House
Ann's Place
St Petrer Port
Guernsey
GY1 3NJ

If for any reason, it is not possible to send your complaint to us by these means, we will take reasonable steps to seek to accommodate your requirements.

What happens next?

When a complaint is received, the Compliance & Corporate Governance Director will act as an initial point of contact, and will pass any complaints received on to the person who will investigate your complaint. We refer to this person as the "**Complaints Controller**".

The Complaints Controller will generally be a director of BOW responsible for the provision of Services to you who is not involved directly in the matter being complained about. This is to ensure, so far as possible, that the Complaints Controller is able, to the extent possible, to look at your complaint impartially.

If the Compliance & Corporate Governance Director or the Complaints Controller require any more background or other information to help them consider the case, the Compliance & Corporate Governance Director will let you know. The process will be as follows

- If within three (3) days of your complaint, we have heard from you that the matter is resolved, we will write to you to confirm this
- Otherwise, we will acknowledge your complaint as soon as possible and in any event within four (4) business days of receiving it, and we will keep you informed of the progress of our investigations
- You will receive a final response as soon as possible, but this will generally be within eight (8) weeks (but in all cases within three (3) months) of first receiving the complaint

The Complaints Controller will consider whether to:

- Accept your complaint and offer any appropriate redress/remedy;
- Offer redress/remedy without accepting the complaint; or
- Reject the complaint and give clear reasons for doing so

What if I'm still not happy?

The Channel Islands Financial Ombudsman may be available in some cases to consider cases that haven't been resolved through the internal dispute resolution procedure.

Not everyone will be eligible to have their complaint considered by the Channel Islands Financial Ombudsman. This depends on whether you are eligible. Generally speaking, this service is available in relation to relevant financial services business for individuals, small businesses and charities. More information on eligibility may be found at www.ci-fo.org

If you are eligible and wish to refer your complaint to the Channel Islands Financial Ombudsman:

- You must contact the Channel Islands Financial Ombudsman about your complaint within six (6) months of the date of the Complaints Controller's letter

confirming its decision (or if three (3) months have passed since your complaint and you still haven't received a response, six (6) months after that date) or the Channel Islands Financial Ombudsman may not be able to review your complaint; and

- You must also contact the Channel Islands Financial Ombudsman within six (6) years of the event complained about or (if later) two (2) years of when you could reasonably have been expected to become aware that you had a reason to complain.

You can contact the Channel Islands Financial Ombudsman at:

Channel Islands Financial Ombudsman (CIFO)

PO Box 114

Jersey

Channel Islands

JE4 9QG

E-mail: enquiries@ci.fo.org

Website: www.ci-fo.org

Guernsey local phone: 01481 722218

International phone: +44 1534 748610

Our commitment to you

In operating our internal dispute resolution procedure, we will:

- Aim to resolve the complaint at the earliest opportunity
- Investigate and assess the complaint competently, diligently, impartially, fairly, consistently and promptly – obtaining relevant additional information where necessary
- Assess whether the complaint should be upheld and what redress and/or remedy may be appropriate
- So far as possible, have that investigation and assessment carried out by someone not involved in the complaint
- Take account of the law, regulatory rules and guidance, voluntary codes of conduct, good industry practice and any published guidance from the Channel Islands Financial Ombudsman, where relevant
- Explain the decision and any proposed redress or remedy in a way that is fair, clear and not misleading, using plain English
- Where redress or remedy is offered to resolve a complaint, we will act promptly if this is accepted by you