

A close-up photograph of a person's hands, wearing a dark suit jacket and a white shirt cuff, holding a thin, light-colored rod or baton. The hands are positioned on the left side of the frame, with the right hand gripping the rod more firmly. The rod extends diagonally across the upper right portion of the image. The background is a solid, deep black, creating a high-contrast scene.

code of conduct

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1. Introduction

1.1 Our Code

The Code of Banking Practice (Code) sets out the minimum standards of good banking practice to be observed by the members of the Bankers' Association of Botswana, a voluntary organization made up of Botswana's leading banks. The original Code was issued in 2002 in an effort to promote good banking practice and communication between banks and their customers. The Code applies only to banks that are members of the Bankers' Association of Botswana and is not legally enforceable unless expressly incorporated into a contract between the bank and the customer.

In this Code “we”, “our” or “us” means your bank, “you” or “your” means you the customer.

1.2.1 Purpose

The purpose of the Code is to:

- 1) Record and communicate to you the minimum standards of good banking practice that we will observe; and
- 2) Maintain good bank/customer relationships and communication.

1.2.2 Objectives

Our main aim is to:

1. Comply with the provisions of this Code;
2. Provide you with timely information, using plain language(which you will understand) where we can, to help you understand how your accounts and products or services operate, so that you can decide whether they are appropriate to your needs;
3. Use our best efforts to make sure that our banking systems and technology are safe and secure;
4. Act fairly and reasonably towards you, in a consistent and ethical way. What may be fair and reasonable in any case will depend on the circumstances, including our conduct and yours.
5. We will recognise the needs of Elderly and Disabled customers to have access to banking services and we will use our reasonable efforts to enhance access to those services for these Customers. In interpreting reasonable efforts for the purposes of this clause we will be guided by the definition of Reasonable Accommodation as contained in the glossary.
6. Please ask us for clarification if you do not understand any of the information that we provide.
7. You may want to seek independent legal or other professional advice relating to the products and services we provide. We will co-operate with your advisers and, on request, supply the information they will need to advise you properly.

2. Banking Adjudicator Scheme and Dealing with Complaints

The inception of the previous Code in 2002 coincided with the setting up of the Office of the Banking Adjudicator by the Bankers' Association of Botswana. The Banking Adjudicator Scheme provides an impartial redress mechanism for customers unable to resolve a dispute directly with their bank.

2.1 Member banks and Jurisdiction

All members of the Bankers' Association subscribe to the Banking Adjudicator Scheme and the procedure for making a complaint with the Banking Adjudicator is set out in the Code. Under the Code, the Bankers' Association members must first attempt to deal with a customer's complaint internally before referring it to the Banking Adjudicator.

The Code applies only to private individuals and small businesses (including a company, corporation, an association, a partnership or a trust) with a turnover for the last financial year of P2 million or less.

2.2 Aim of the Code

This Code should assist you to understand how we as members of the Bankers' Association of Botswana should relate to you, as personal and small business clients in Botswana. Our aim is to establish good relationships with you and further promote good banking practice by formalizing standards of disclosure and conduct which we commit ourselves to observe when dealing with you. Our aim is to maintain the relevant standards of fairness set out in this Code, International Banking Practices and the highest standards of ethical behaviour as enshrined in our respective Codes of Ethics. This code is not a complete record of our relationship.

2.2.1 None of the provisions of this Code

1. Will be legally binding in any court of law;
2. May be used to influence the interpretation of the legal relationship between you and your bank;
3. Will give rise to a trade custom or tacit contract or otherwise between you and your bank.

3. Essential Aspects of Our Relationship, Commitment and Obligations

We, the members of the Bankers' Association of Botswana undertake to:

1. Act fairly and reasonably in all our dealings with you
2. Continuously work towards improving the standards of practice and service in the banking industry;
3. Promote better informed decisions about our banking services:
 - a. by providing effective disclosure of information;
 - b. by explaining to you, when asked, the contents of brochures and other written information about banking services; and

4. If you ask us for advice on banking services, we will:
 - a. provide that advice through our staff authorised to give such advice;
 - b. refer you to appropriate external sources of advice; or
 - c. by recommend that you seek advice from someone such as your legal or financial adviser;
- d. provide general information about the rights and obligations that arise out of the banker and customer relationship in relation to banking services;
- e. provide information to you in plain language; and
- f. Monitor external developments relating to banking codes of practice, Legislative changes and related issues.
5. We will act fairly and reasonably towards you in a consistent and ethical manner. In doing so we will consider your conduct, our conduct and the contract between us.
6. In meeting our key commitments to you, we will have regard to our prudential obligations.
 - a. act fairly and reasonably in all our dealings with you;
 - b. ensure that all our services and products comply with this Code, even if they have their own terms and conditions;
 - c. ensure that the procedures our staff follow reflect the commitments set out in this Code and that they are aware of the internal procedures for handling complaints;
7. Make information available to you on our services and products in plain language (this will be provided in English and where appropriate in any of the other official languages) and offer assistance on any aspect which you do not understand; Ensure that all written terms and conditions are fair and clearly set out your rights and responsibilities in plain language; Assist you to:
 - a. choose a service or product appropriate to your needs;
 - b. understand the basic financial implications of our products and services;
 - c. understand how your bank account(s) works;
8. Provide reliable banking and payment systems, services and take reasonable care to make these services safe and secure;
9. Correct our errors and compensate you where appropriate;
10. Inform you about our complaints procedures and handle complaints speedily;
11. Inform you, on enquiry, and where appropriate to your circumstances, if we offer products and services in different ways (for example electronic banking). We will advise you how to get more information in this regard;
12. Take care to understand your financial difficulties and the reasons for arrears on your accounts if you approach us timeously;
13. Act with uncompromising integrity and fairness so as to promote complete trust and confidence in ourselves, individually, and as an industry;
14. Ensure that our lending criteria, the products and services we offer, are based and applied solely on commercial principles and do not discriminate against you on any basis which is not permitted by law, taking into account the implications of commercial principles. We may,

however, have certain special product or service offerings which are specifically designed for members of a target market group; recognise the banking needs of disabled clients and take reasonable measures to enhance their access to those services and facilities;

15. Expectations and the Code

- a. advise you what we expect of you in your relationship with us;
- b. provide a copy or a summary of this Code, to you when you become a client or on request
- c. clearly display and/or advertise the existence of this Code and our adherence thereto, in our branches;

16. Indebtedness and Documentation:

- a. Confirm to you in writing, where reasonable and appropriate, any relaxation we grant or arrangement we permit in respect of your indebtedness to us;
- b. Ensure that you do not sign documents that you have not fully completed where required.
- c. When you request us to complete documentation on your behalf, we will ensure that it is a true reflection of the information you provided; and generally only act on your written instructions, once we are satisfied that your identity has been established by means of your Personal Identification Number (PIN) (which you should not disclose to anyone), identity document, signature or other unique means of personal identification. We will accept other forms of authority in exceptional circumstances only or where the nature of the process so dictates, for example internet, telephone or Automated Teller Machine (ATM) banking.

3.2 Compliance with the Laws

Comply with all applicable legislation, codes, rules and supervisory requirements, specifically those relating to banking, insurance, market conduct and consumer protection. If this Code imposes an obligation on us which is not contained in a particular law, we will comply with this Code, except where doing so could lead to a contravention of law;

3.3 Application of the Code

This Code applies to our dealings with private individuals and small businesses (including a company, corporation, an association, a partnership or a trust) in respect of those specific products and services we offer.

3.4 Recognition of the Banking Adjudicator

We accept the jurisdiction of the Banking Adjudicator, to mediate, to make binding determinations based on this Code and on the law where appropriate, and to make recommendations in other circumstances including those based on equity. A determination made by the Banking Adjudicator may be made an order of the court. If we refuse to abide by a recommendation of the Banking Adjudicator, the Banking Adjudicator may publish the recommendation and the relevant bank's refusal to comply.

3.5 Availability of the Code

Copies of the Code are available from the Bankers' Association of Botswana, 8 member banks (Standard Chartered Bank of Botswana Ltd; Stanbic Bank Botswana Ltd; First National Bank Of Botswana Ltd; Barclays Bank Of Botswana Ltd; Bank Of Baroda Botswana Ltd; Bank Gaborone, Kingdom Bank and African Banking Corporation Of Botswana Ltd) and the Banking Adjudicator. The contact details of the banking Adjudicator and the Bankers' Association of Botswana appear on page 23 and you can also obtain more information from their websites.

3.6 Retention of Your Rights

In addition to your rights under this Code, you retain any rights you may have under any applicable legislation from time to time.

3.7 Promotion of the Code

We as the Bankers' Association of Botswana pledge to; promote this Code; and clearly make public which banks subscribe to this Code; and how you can get a copy of this Code.

4. Communication and Disclosure

Disclosure

We undertake to disclose certain issues to you as our client (or potential client), some of which are as follows:

4.1 Terms and conditions

All written terms and conditions will be fair and well clearly set out, your rights and responsibilities, in respect of a product or service in plain language. We will use legal and technical language only where necessary and where these are used we will explain what we mean. If you are still uncertain about the explanation you are free to approach us for further clarification.

4.2 Products, Services and Account Operation

As a potential customer and when you become a customer and on reasonable request, we will make available to you:

4.3 Information on Products and Services

- a) Clear written information explaining the key features of our services and products in which you express an interest;
- b) Clear and appropriate information on the different types of products and accounts available from us to assist you to make an informed choice appropriate to your needs;
- c) Recommended safety measures and tips on our services and products in which you express an interest.

4.4 Account Operation

Information on how your account works, including:

- a) When you can withdraw funds after a deposit has been paid into your account and when funds begin to earn interest;
- b) The various methods of issuing a cheque;
- c) Stopping a cheque or other types of payment;
- d) The difference between and the implications of bank guaranteed cheques and bank cheques, where appropriate;
- e) The effect of unpaid cheques and other payment instruments on your account including the instances where we may credit your account with the value of a cheque for which we might not have received value ourselves;
- f) Special clearance and the effect(s) it may have on your account;
- g) How a cheque can become stale and the effect of this;

- h) How debit orders and stop orders work, the difference between the two and how to stop and/or cancel them ;
- i) Information on electronic banking services including the special requirements which we expect of you if you bank electronically;
- j) The different functions of any card(s) issued to you;
- k) When your account details may be passed on to credit risk management services;
- l) Any special procedures or safeguards required of you to ensure safer banking.

4.5 Charges and fees

You will be provided with details of charges for basic banking services - full details of charges for any service or product will be/are available on request. We will inform you of the charges (and the applicable amount where possible) for a service or product before or when it is provided to you, and at any reasonable time you ask while you are a client, including information on:

1. Whether fees or charges are negotiable or not;
Changes to charges for basic banking services, after reasonable prior notice, by two or more of the following methods:
 - a) Letter/statement messages/other personal notice;
 - b) Notices/leaflets in branches;
 - c) ATM/ electronic banking system messages;
 - d) Media advertisements;
 - e) Internet Banking;
 - f) E-mail messages;
 - g) Telephonic announcements (through short message services [sms]); or
 - h) Announcements on our website.
2. Any additional charges and interest you may have to pay on overdrafts and fixed term products when:
 - a. Your account becomes overdrawn without prior agreement;
 - b. You exceed your overdraft limit;
 - c. Your loan falls into arrears;
 - d. You decide to settle a loan early; or
 - e. You make an early withdrawal or early cancellation.
3. The interest charges which apply to your account(s), including:
 - a. When interest will be deducted from or paid to you;
 - b. The basis on which interest is calculated;
 - c. When increases are made to the interest rates which apply to your account(s). We will communicate any increase in the mortgage rate in the public media, as well as directly to you.

4.6 Variation of terms and conditions

You will be provided with:

- a. Reasonable notice of changes to the terms and conditions of any account, product or service, applicable to you, so that you will have time to decide whether or not you want to continue with the product or service; and
- b. A copy of the new terms and conditions or a summary of the changes at the last address you provided to us, if we make material changes to them.

5. General Information

You will be provided with:

- a) Information regarding your rights to access your personal information held by us;
- b) Information regarding what identification and verification documents (which we may verify) we need to prove your identity when you interact or and transact with us. This includes when you first apply to open an account and during our relationship with you, when you obtain a loan or other credit facility or when you conclude other transactions, which is important for your security and may be required by law;
- c) Information on what checks we may carry out with credit risk management services and other relevant parties;
- d) Reasonable prior notice of our intention to close any of our bank branches, outlets or ATM/electronic banking centres; and
- e) Advertising and promotional material, which is clear, fair, reasonable, not misleading and complies with the appropriate advertising authority guidelines.

5.1 Confidentiality and privacy On Disclosure

Your information will be held as private and confidential (even when you are no longer a client). Except as set out in (a) to (d) below, we will not disclose any information about your accounts or your personal details to anyone, including other companies in our group, other than under four exceptional cases permitted by law.

Such cases include where:

- a) We are legally compelled to do so;
- b) It is in the public interest to disclose;
- c) Our interests require disclosure (This will not be used as a reason for disclosing information about you or your accounts [including your name and address] to anyone else including other companies in our group for marketing purposes);
- d) Disclosure is made at your request or with your consent. If you make use of electronic banking facilities like telephone banking, and the telephone calls are recorded, consent to disclosure might be recorded verbally.

5.2 Disclosure of information to third parties

Information about your personal debts and/or the manner, in which you conduct your accounts may, in appropriate circumstances, be disclosed to credit risk management services where you(r):

- a) have fallen behind with your payments or you are in default with the terms of a product or service, and you have not made satisfactory proposals to us for repayment of your debt following formal demand and you have been given at least 28 calendar days' notice of our intention to disclose; or
- b) have given us written, electronic or in the case of telephone banking, verbal consent; or
- c) cheque is referred to drawer, in which case the information may be placed on a cheque verification service.

If the amount owed or the arrears amount is in dispute, we will also disclose this fact, but not the amount involved.

In respect of the marketing of services or products if you are:

- a) a new client, we will obtain your consent at the beginning of your relationship with us;

- b) an existing client we will inform you that you may withhold or withdraw your consent and how to exercise that choice. If you do not withhold your consent, we will presume that you agree to us continuing to market the services or products. With your consent we may:
- c) bring to your attention details of our services and products, which may be of interest to you;
- d) give certain information about you to other subsidiaries within our group for marketing purposes;
- e) inform you about another company's services or products and, if you respond positively, you may be contacted directly by that company.

You will not be pressurized by us by suggesting that access to any our services and a product is conditional upon your consent.

You will be informed when we record your telephone conversations with us and the reasons for doing so.

We will keep any documents relating to your transactions or relationship with us for a period of not less than 5 years from the date of the transaction(s) concerned or termination of our relationship with you and as determined from time to time by the Central Bank in terms of the Documents Retention Policy.

6. Principles of Conduct

Conduct

Certain principles regarding our conduct as your bank, and your conduct as our client, are important during our relationship.

Your Expectations:

6.1 Provision of credit

1. We will market and approve credit responsibly (based on the information you supply to us), to match your borrowing requirements and capabilities and supply you with suitable products, in an attempt to ensure that you are not extended beyond your financial means. However, our ability to do so depends on your compliance with our expectations of you set out in (b) below regarding your financial affairs.
2. All lending will be subject to an assessment of your ability to afford and willingness to repay. This assessment may include:
 - a. taking into account your income and expenses, including the dependability of your income;
 - b. how you handled your financial affairs in the past;
 - c. information obtained from credit risk management services and related services, and other appropriate parties, for example, employers, other lenders and landlords;
 - d. how you have conducted your previous and existing accounts with us;
 - e. information supplied by you, including verification of your identity and the purpose of the borrowing;
 - f. credit assessment techniques, for example, credit scoring;
 - g. your age in relation to the loan facility required;
 - h. any security or collateral provided; or
 - i. your statement of assets and liabilities.

3. If we decline your application for credit we will inform you of the reasons for this, which could include :
 - a. the overall credit score;
 - b. information obtained from credit risk management services;
 - c. over-indebtedness; or
 - d. a specific policy of the bank.

With automated credit scoring systems these reasons may not be explicit, in which case only general reasons shall be provided.

6.1.1 Suretyships

If you want us to accept a suretyship or other security from someone for your loans, we will inform you and the surety or the surety's legal adviser that the surety is entitled by law to your confidential financial information. We will:

- a) Encourage the surety to take independent legal advice to make sure that they understand the commitment and the potential consequences of such a decision. All the documents the surety will be asked to sign will contain this recommendation as a clear and prominent notice;
- b) Advise and caution the surety that by giving the suretyship or other security they may become liable instead of, or as well as, you;
- c) Advise the surety whether it is a limited (and the maximum value) or unlimited suretyship and tell them about the implications of an unlimited suretyship; and
- d) Inform the parties of the implications of suretyships in terms of their periods of validity, the potential amount/s of indebtedness, the nature of the debt covered and the cancellation/termination process.

6.1.2 Mortgage loans

1. Buying a property with a mortgage loan may be your most important financial commitment, and therefore:
 - a. When you apply for a mortgage loan, and on reasonable request, we will explain to you the operation and repayment of your loan, including all the charges and costs, the benefits of payment acceleration and the additional interest and costs payable should your account fall into arrears;
 - b. Assist you to understand the wider responsibilities and rights that you will have as a property owner, and assist you with a detailed affordability assessment should you require it. This could include informing you about the repayments on your loan and additional costs that apply to homeownership, such as rates and taxes;
 - c. Clearly explain what the potential impact of variable versus fixed interest rates will be so that you can make an informed decision in this regard;
 - d. Explain to you that you risk the possibility of losing your property should you not keep up your loan repayments; and
 - e. Also explain the steps required by law should we have to act to repossess your property due to your failure to meet your repayment obligations or your failure to comply with any other terms and conditions of the contract.
2. As financiers we have neither the skills nor the resources to monitor or control the quality of the property you are building or buying. We will clearly inform you that our appraisal is solely to enable us to assess the value of the security to us. It is not intended to be an evaluation of the present or future market value of the property, nor does it have to be the same as the purchase price. We do not necessarily inspect the property and do not accept any responsibility or liability for the structural or other condition of the property, even if the loan is a development or building loan.

3. We will explain to you the need to be careful when signing building progress payment documents.
4. We will ensure that you are clearly informed of the different types of insurance, whether the bank requires insurance be taken out, whose responsibility it is to arrange for the insurance and what insurance cover is available.
5. Issues of home quality are the responsibility of the seller (or builder or developer) and yourself as buyer. You must satisfy yourself to the best of your ability that you are buying a sound property and if necessary obtain assurance as to the structural quality of the property, compliance with local authority requirements and replacement costs of the buildings and improvements from the proper experts.
6. Should you require it, we will provide you with:
 - a. The assessed security value of the property; and
 - b. The minimum replacement cost that we place on the buildings and improvements for insurance purposes.
7. When your mortgage bond has been repaid in full we will inform you how annual insurance premium s and other charges and administrative matters can be dealt with in future.

6.1.3. Set-off

1. We will not rely on set-off unless we are by law allowed to do so. We will inform you within a reasonable period of time if we have effected set-off in respect of any of your accounts. You will receive timely statements (if statements are generally produced on the relevant account) which will reflect the set-off position.
2. Prior to setting off your debit and credit balances, we may also elect to place any of your funds on hold pending a discussion with you on any amount owed to us.

6.2 Foreign Exchange Services

1. We will explain the service, details of the exchange rate and the charge applicable to any foreign exchange transactions you want to make. If it is not possible to provide specific details of charges, we will inform you of the basis on which these will be worked out.
2. If you wish to transfer money abroad, we will inform you how this can be done, what documentation may be required from the Botswana Unified Revenue Service and/or the Bank of Botswana. We will provide, at least, the following information:
 - a) A description of the services and how to use them ; and
 - b) An indication of when the money you have sent abroad should be available to the recipient and any reason for potential delays;
3. We will give you information on any commission or charges you will have to pay, including information where a foreign bank's charges may also have to be paid by the recipient or by you.

6.3 Financial difficulties

1. If you find yourself in financial difficulties, you should let us know in good time and, in particular, respond to our communications as soon as possible. The sooner we discuss your problem s, the easier it will be for both of us to find a solution. The more you tell us about your full

financial circumstances, the more we may be able to assist.

2. Should your account go into default, our first step will be to try to contact you to discuss the matter. It is therefore imperative that you inform us at all times of any changes to your address and contact details.

With your co-operation, including timeous communication to us about your difficulties, we will take reasonable steps to develop a plan with you for dealing with your financial difficulties, consistent with both our interests and yours.

6.4 Account operations

6.4.1 Statements

We recommend that you check your statements of accounts regularly. If your statement of accounts has an entry which seems to be wrong, you should tell us as soon as possible, so that we can resolve matters.

- a) To assist you to manage your account and verify entries on it, we will provide you with regular account statements. These may be monthly, quarterly, or at a minimum annually, unless this is not appropriate for the type of account. You may ask for account statements to be provided more frequently than normally available on your type of account.
- b) Statement details may also be available on request, through electronic banking terminals or other means of electronic or telephone banking if you have registered for such facilities with us.
- c) You may be charged an additional fee for statements requested over and above those normally provided. You should manage your use of statements to meet your requirements taking into account the charges associated with providing them.

6.4.2 Cheques

We will keep original cheques paid from your account or copies of these, for the period prescribed by law. If we do, we may charge a fee for supplying you with copies.

- a) If, within a reasonable period after the entry has been made, you dispute a cheque paid from your account, we will give you the cheque or a copy as proof of the instruction to pay. We may charge a fee for doing so.
- b) When we need to inform you that we have returned one of your cheques or other items as unpaid, we will do this within a reasonable period and in the most cost-effective way, assuring you of our efforts to maintain confidentiality and privacy.
- c) When we become aware that a cheque deposited by you is returned unpaid, we will inform you thereof within a reasonable period and in the most cost-effective way.
- d) When you deposit a cheque you should remember that we usually act as a collection agent on your behalf. We may, at our discretion, credit the value of this deposit to your account and determine if that credit may be accessed before we get value for the cheque ourselves. Should we in turn not receive value for any reason, we will reverse the credit and any associated interest.
- e) All banks (locally and internationally) work on the principle that if you hand a cheque to them for collection, they act as your agent to collect the funds from the cheque issuer's bank. As such, and given the complexities of a cheque clearing system, they cannot accept responsibility for the loss or theft of the cheque in the system.

Consequently, if a cheque or other payment instruments you deposit for collection is lost or damaged, you will have to approach the issuer of the cheque or instrument to stop payment (if it has not already been paid out) and to issue a replacement cheque or instrument. If you provide us with the relevant details of the drawer of the 'lost' cheque, and you mandate us in writing to act on your behalf, we will take reasonable steps to get a replacement cheque. We may require an indemnity from you in case the original cheque has already been paid to you.

f) We will advise you of the various ways of issuing a cheque.

6.4.3 Cards, PINS, Passwords, and other unique means of personal identification

- a) We may issue you a card, or replace one that has already been issued, and may charge fees for this.
- b) Your PIN (Personal Identification Number), password and other unique means of identification are strictly confidential. Where a bank supplies these, they will be issued only to you, separately from your card where applicable. You should never disclose your PIN, password, or other unique means of personal identification to anyone, and specifically not any employee of the bank.
- c) We will tell you if you can select your own PIN, password or other unique means of personal identification. We will encourage you to avoid birth dates and simple sequences numbers such as 1111; 12345 and so on.
- d) We will inform you of the procedures to change your PIN, password or other unique means of personal identification whenever you wish to.
- e) We will publish the contact details you should use to report lost or stolen cards or cheque books in statements, at ATM 's or through other means of communication to you.

6.5.1 Liability

- 1. After you inform us that a cheque book, card or electronic purse has been lost or stolen or that someone else knows your PIN, password or other unique means of personal identification, we will take immediate steps to prevent these from being used to access your account.
- 2. Subject to sections 3 and 4, we will refund you the amount of any transaction together with any interest and charges associated with the disputed transaction:
- 3. Where you have not received your card and it is misused by someone else;
- 4. For all transactions not authorised or effected by you after you have informed us (and we have given you a reference number) of the information.
- 5. If additional money is transferred from your account to your electronic purse after you have informed us of its loss or theft (and we have given you a reference number) and you have informed us that someone else knows your PIN, password or unique means of personal identification; or
- 6. Where system malfunctions have occurred in ATM s, or associated systems, which were not obvious or subject to a warning message or notice at the time of use.
- 7. If you act fraudulently you will be liable for all losses. If you act negligently or without reasonable care and this has caused or contributed to losses, you may be liable. This may also apply if you fail to follow the safeguards set out in sections 1, 3 and 4.

8. Where a credit card transaction is disputed, we accept the burden of proving fraud or negligence or that you have received your card. In such cases we expect you to cooperate with us and with the police in any investigation.

6.5.2 Closure of accounts

1. We will not close your account without giving you reasonable prior notice at the last address that you gave us.
2. We reserve the right, however, to protect our interests in our discretion, which might include summarily closing your account if:
 - a. We are compelled to by law;
 - b. You have not used your account for a significant period of time;
 - c. We have reasons to believe that your account is being used for fraudulent purposes

Our Expectations

There are certain principles that you as our client should adhere to in our relationship.

6.6.1 Information

1. It is essential that you keep us informed of any changes to your personal details or financial situation.
2. It is critical that you tell us as soon as possible if you suspect or discover that:
 - a. Your cheque book, cards and/or electronic purse have been lost or stolen;
 - b. Someone else knows your PIN, password or your other unique means of personal identification; or
 - c. There are transactions on your accounts which you have not authorised.
3. When you report a lost or stolen cheque book, card or electronic purse, please ensure that we give you a code or other reference number to confirm that you have reported it. Please ensure that you safeguard this number for future reference, as this is your proof of having reported the loss or theft.
4. You are obliged to inform us and keep us informed of all your loans, other financial commitments, income and changes to these whenever we review or discuss our relationship with you and to act responsibly in all your financial affairs at all times. This will enable us to meet our obligation in section 3.0

6.6.2 Account operation

1. You should ensure that you manage your banking products properly in order to meet your personal financial needs and circumstances. You should make yourself aware of the opportunities for savings and investments in the financial market place.
2. If you wish to consider the tax implications of your choice of product or account, you should seek independent advice from an appropriate consultant qualified to provide this to you.6.7 Reasonable care
1. Taking care of your cheque book, savings account book, cards, electronic purse, PINs, passwords and other unique means of personal identification is essential to help prevent fraud and protect your accounts.
Please:

- a) Do not keep your cheque book or your PIN and cards together;
- b) Do not allow anyone else to use your card, PIN, password or other unique means of personal identification;
- c) Always take reasonable steps to keep your card, PIN, password and other unique means of personal identification secret, safe and secure at all times; never disclose your PIN or password to anybody, including family, friends or any bank employee who offers to assist you;
- d) Never write down or record your PIN, password or other unique means of personal identification. If you must write it down, ensure that it is not accessible to others and that it is disguised. For example, never write down or record your PIN using the numbers in the correct order;
- e) Be alert to the risk of muggings and card swapping when using ATMs or other electronic banking devices;
- f) Do not use ATM s or associated system s that have obviously been tampered with or that contain warning messages;

7. Dispute Resolution

7.1 Banks:

Dealing with Complaints

We will offer free complaints review procedures for handling complaints about any of our products and services.

If you have made a complaint about our products or services:

1. We will acknowledge to you we have received your complaint within five business days of our receipt of your complaint;
2. We will undertake a review under our own internal complaints review procedure;
3. If you are dissatisfied with our decision, we will inform you (usually in our final response to you) that you may refer your complaint to the Banking Adjudicator for further consideration, and we will also provide you with the contact details for the Banking Adjudicator; and
4. The Banking Adjudicator may then independently review your complaint and make a recommendation.

Internal Dispute Resolution

Effective and immediate dispute resolution is essential in our relationship with our customers.

We have internal procedures that comply with the standards determined by the Bank of Botswana for handling complaints fairly and speedily. These include establishing a set time for an initial acknowledgement of your complaint. We will indicate how long it may take to respond more fully. We will provide you with information on these procedures on request.

If you wish to lodge a complaint, we will inform you how to do so and what to do if you are not satisfied with the outcome. Our branch, client-care or call centre staff will assist you with any queries. You might also be able to use our website for this purpose. It is important that

you contact us first and give us the opportunity to resolve your dispute before lodging a formal complaint.

Brochures relating to our complaints procedures and the Banking Adjudicator's services will be on display in our bank Branches as will the Banking Adjudicator's own brochures. Our complaints procedure will also be available on our websites and on request from us.

7.1.1 Banking Adjudicator

If we do not resolve your dispute, or you are not satisfied with the outcome of our dispute handling process, you are welcome to make use of the services of the Banking Adjudicator.

The Banking Adjudicator is available at no cost to you to consider any complaint that we have not been able to resolve with you. The Banking Adjudicator is entitled to mediate, make a determination based on this Code or on the law where the law is reasonably certain or make a recommendation in other circumstances including those based on equity.

If we decline to accept any recommendation made by the Banking Adjudicator, at their discretion, publish the fact that a recommendation was made and we have refused to accept it. A determination made by the Banking Adjudicator may be made an order of the court

All members of the Bankers' Association of Botswana are automatically subject to the jurisdiction of the Banking Adjudicator. We will supply you with the Banking Adjudicator's brochure, address, telephone and fax numbers and we will ensure that the Banking Adjudicator contact details are prominently displayed in our branches. If we fail to resolve your dispute with us, or at your request, we will provide you with the documentation required to lodge a complaint with the Banking Adjudicator.

8. The Banking Adjudicator

The current contact details of the Office of the Banking Adjudicator are:

Plot 767 Tati Road: Life and General Building
(Between Trinity Church & Brackendene Lodge-Main Mall)

Tel: 3935409 Fax: 3935406 Cell: 71326282

E-mail: bankadjud@info.bw

Mail: Private Bag00404, Gaborone.

9. Review of the Code

Form all review of this Code by the Bankers' Association of Botswana will be undertaken periodically. Consultation with the public (consumer organisations; other interested industry associations; relevant regulatory bodies; and other interested stakeholders) will take place during the review process. Changes to banking practice, technology and legislation may also justify an interim review and amendment of the Code.

You can submit complaints and suggestions concerning the terms and the general operation of the Code in writing to the Bankers' Association of Botswana:

The Current contact details are:
The Chairperson; Bankers' Association of Botswana;
Private Bag BR 218; Broadhurst Gaborone Botswana.
Tel: +267-364 2648 Facsimile: +267-390 2853

10. Glossary/Important Definitions

This section explains the meaning of words used in this code and other related common banking terms.

ATM (Automated Teller Machine)

Cash machine or free standing electronic banking device dispensing cash, which may also provide other information or services to clients who have bank cards.

Automatic Payments

Arrangements by which customers instruct their banks to make regular payments for a fixed sum from their account into another bank account.

Bank Cheques

Cheque that is purchased from, and drawn on the account of a bank.

Branches

A term for a customer contact site which the customer can physically visit and carry out their general banking requirements. They may also be called "representative offices", "outlets", "customer service centres", etc.

Credit risk management services

Organisations which hold information which is used by lenders to assess a customer's credit worthiness, for example, relating to credit risk, fraud, identity and address or credit history. These are usually used or referred to; to assist with various decisions, e.g. whether or not to open a new account, to provide loans etc. Banks may give information to or seek information from these service providers.

Credit scoring

System which banks use to assist in making decisions about granting consumer credit. Credit scoring uses statistical techniques to measure the likelihood that an application for credit (a loan) will be a good credit risk.

Cards

A term for any plastic device in card form used to pay for goods and services and to withdraw cash.

Examples are:

1. Credit Cards - Cards that allow Customers to buy on Credit and to obtain cash advances. Customers receive monthly statements and may pay the balance in full or in part, though there is usually a specified minimum payment.

2. Charge Cards -similar to Credit Cards. They allow Customers to pay for purchases and, in some cases, to obtain cash advances. When the monthly statement is received, the balance must be paid in full.
3. Debit Cards -Cards that can be used to access your accounts to obtain cash or make a payment at a point of sale. Customers' accounts are debited electronically for these transactions.
4. Cash Cards -Cards used to obtain cash from ATM s.
5. Multi-Function Cards - Cards that combine more than one of these functions.

Charge backs

The reversal by the bank of transactions made to Customers' Credit Card accounts which are found to be:

1. Incorrect charges; or
2. Not valid charges; or
3. Not authorised charges; and
4. Notified to the bank within the required time limit.

Cheques -Not Negotiable

Cheques that have been marked with transverse parallel lines across the front with the words "not negotiable" usually written between the parallel lines. If cheques have been crossed in this way, and if they name the payee, or bearer, the person who has drawn it will have some limited protection if it is lost or stolen.

Cheques -Not Transferable/Account Payee Only

Cheques that have been marked with transverse parallel lines across the front, with the words "not transferable" or "non transferable", or the words "account payee" or "a/c payee" (with or without the word "only"), usually written between the lines. Cheques crossed in this way are payable only to the party named on the cheque. Such cheques offer the greatest protection if they are lost or stolen as they must be deposited in an account in the name of the payee.

Cleared Balances

Available balances able to be withdrawn.

Commissions

Charges for providing services, for example, commission is charged by the bank when customers buy or sell foreign exchange.

Credit

An arrangement by which the bank provides funds to a customer in exchange for a promise to repay at a later date, along with any interest and charges payable.

Credit Facilities

These may take several form s, for example, Overdrafts, loans secured against a given Security or unsecured loans.

Customers

As used in this Code, "Customers" means all Customers of a participating bank (generally referred to as "you" or "your" in this Code).

Debit Order

An agreement between you and a company or a third party in which you authorize the company or third party to take money out of your banking account for services that entity provides to you. Debit orders may be for fixed or variable amounts.

Debt Collection Agencies

Companies whose business is to collect debts from people who have failed to meet any obligation to pay.

Default Rates

Higher rates of interest charged when customers draw funds from their bank without prior arrangement or when approved Overdraft limits are exceeded. Default Rates of interest may also be charged on Credit Facilities if scheduled repayments are missed.

Defaults

Failure to repay Credit or to meet other conditions that were promised or agreed to.

Direct Credits

Arrangements by which payments, such as salaries, are directly credited to customers' bank accounts.

Direct Debits

Arrangements by which a customer authorises the bank to make payments directly from their accounts to a third party who has initiated the arrangement. The amounts can be fixed or variable.

Disclosure Statement

Disclosure to Customers of financial and other information by banks as required by the Central Bank (Bank of Botswana Act).

EFTPOS (Electronic Funds Transfer at Point of Sale)

A method of payment by which Customers can use Cards to pay electronically for goods or services or to obtain cash.

Exchange Rates

The rates at which your bank will buy or sell foreign currency.

Electronic purses

Any card or function of a card which contains real value in the form of electronic money which someone has paid for in advance, some of which can be reloaded with further funds and which can be used for a range of purposes.

Fixed Rates

Rates of interest that stay the same, usually for a specified period of time.

Financial difficulties

Any circumstances which might have an adverse effect on a client's financial ability to fulfill his/her contractual obligations.

Guarantees

Legal arrangements by which someone (the guarantor) promises to repay the debts of a Customer if that Customer Defaults in making repayment.

Group

A group means a holding company and its subsidiaries as defined in any Companies Act as determined from time to time.

Internet Banking

Means use of a computer or device to connect you to our Internet Banking systems via the Internet and carry out a range of transactions and obtain information about your accounts.

Joint and Several

Relates to liability for obligations to a bank including under a joint account or Credit Facility where the liability lies with:

1. All of the joint account or Credit Facility holders together; or
2. Any one or more of the joint account or Credit Facility holders individually. An account or Credit Facility holder may also be jointly and severally liable with their guarantor.

Key Information Summary

A summary of the key features in the Disclosure Statement.

Password:

A word or an access code a client selects to permit them access to a telephone or home banking service and which is also used for identification. A client may occasionally be supplied with a temporary password which must be changed by the client to a password unique to them.

Personal client

A natural person, whether carrying on business or not, who maintains an account or who receives other services from a bank.

PIN (Personal Identification Number)

A number provided by the bank to a card holder or chosen by a cardholder/client, on a strictly confidential basis. Use of this number by the client will enable the client to withdraw cash and access other services from an ATM or point of sale device and can be used as an authentication mechanism on many other delivery channels.

Reasonable Accommodation

Means necessary and appropriate modification and adjustments not imposing a disproportionate or undue burden, where needed in a particular case, to ensure to persons with disabilities the enjoyment or exercise on an equal basis with others who use our services.

Security/collateral

Words used to describe items of value such as a mortgage bond registered over a property, share certificates, life policies, etc, which represent assets used as support for a loan or other credit facilities. For example under a secured loan the lender has the right to sell the security if the loan is not repaid.

Set-off

When available, funds in one account of an account holder are used by the bank to settle a debt or part of a debt in another account of the same account holder.

Small business

An association of natural or legal persons incorporated in or outside Botswana, which has legal personality or enjoys a similar status in terms of which it may enter into contractual relations and legal proceedings in its own name and whose turnover for the last financial year was less than P2million.

Suretyship

An undertaking given by a person called the surety, to pay the debts of another person (known as the principal debtor), if that person fails to pay.

Stale cheque

A cheque which has not been paid because its date is more than 3 months. There may be different time limits applicable and clients should verify these with their banks.

Stop order

An instruction given to your bank to pay funds to a third party, at a fixed amount on a regular basis. The bank acts on your instructions and the third party is not given authority to debit your account as is the case with a debit order.

Safe Custody

A service offered by some banks by which valuable items such as house titles, wills or share certificates can be deposited in a bank for safe keeping, usually subject to a fee.

Special Answers

Customer requests for prompt clearance of cheques, usually subject to a fee.

Stop Payments

A term commonly used to describe the stopping of a cheque or some other types of payments.

Third-Party Security

Security provided by a person who is not the borrower.

Unpaid cheque

A cheque, which, after being deposited into the account of the person to whom it is payable, is unpaid for whatever reason and subsequently returned to the account holder by the bank. This leaves the person to whom the cheque is payable without the money in their account.

A replacement cheque needs to be obtained by the owner of the account (the 'payee').

Unauthorised Transactions

Items recorded on an account that has been made without the customer's authority.

11. We acknowledge contributions from the following sources: