

GIBRALTAR SAVINGS BANK
NOMINATION FOR DEBENTURE AND BOND HOLDERS

SECTION 1. TO BE COMPLETED BY THE DEBENTURE/BOND HOLDER AND COUNTERSIGNED BY THE WITNESS

I/We _____ D.O.B. _____

I.D./Passport No. _____ HEREBY nominate the person(s) mentioned below (who are 18 years of age or over) to receive at my decease out of the amount then due to me in respect of the debentures/bonds held with the Gibraltar Savings Bank, the shares or sums set opposite their respective names, viz.: -

Name _____ D.O.B. _____ * _____ % of Benefit

Address _____

I.D./Passport No. _____

*Insert proportion as desired.

Name _____ D.O.B. _____ * _____ % of Benefit

Address _____

I.D./Passport No. _____

Signature of Debenture/Bond Holder(s)# _____

Address _____

Dated this _____ day of _____, 20_____

The Nomination form requires to be witnessed. Such witness, who must be either a Member of the Gibraltar Parliament, Justice of the Peace, Minister of Religion, a professionally qualified person (for example Doctor, Lawyer, Teacher), Bank Officer, Established Civil Servant, Police Officer or a person of similar standing who has known you personally for at least two years and is a resident of Gibraltar, should not be a person named as payee in the Nomination form. **A relative should not countersign.**

If the debenture/bond holder is resident abroad the signature must be verified by the British Consul or some other Constituted Authority of the place in which he/she resides.

Where a Debenture/Bond Holder cannot read or write the witness should complete **Section 2** of this form.

Witnessed by: - Signature } _____ Address } _____
Full Name } _____
Occupation } _____

Note - A nomination to be of any validity must be sent to the Director, Gibraltar Savings Bank during the lifetime of the Debenture/Bond Holder.

Only one Nomination should be in force at a time. If it is desired to alter or revoke the Nomination, **Section 3** below should be completed and forwarded for registration to the Director, Gibraltar Savings Bank and a new form of Nomination should be applied for, if necessary.

N.B.-Attention is directed to the terms and conditions relating to Nominations, printed at the back of this form, which form part of the terms and conditions under which the debentures/bonds were purchased.

SECTION 2. *TO BE COMPLETED BY THE WITNESS

***Only to be completed if the Debenture or Bond Holder is unable to read, write or the contents of the form have been translated.**

I CERTIFY that the foregoing Nomination has, before being made by the Debenture/Bond holder, been first audibly, clearly, and distinctly read/translated over to him/her in my presence and hearing, when the Debenture/Bond holder appeared perfectly to understand the same, his/her mark was made thereto in my presence.

Signature } _____ Address } _____
Full Name } _____
Occupation } _____

SECTION 3. REVOCATION OF THE ABOVE NOMINATION

The following section should only be completed when it is desired to cancel or make an alteration to the above Nomination after it has been registered. **I hereby revoke the above Nomination.**

Witnessed by:- Signature: _____

Signature of Life Assured _____

Full Name: _____

Occupation: _____

Dated this _____ day of _____, 20_____.

Address: _____

NOMINATION AND PAYMENT OF DEBENTURES AND BONDS OF DECEASED PERSONS

TERMS AND CONDITIONS

Depositor may nominate

1. A debenture/bond holder may nominate any person to receive any sum due to such debenture/bond at his/her decease, for the benefit of the nominee or the nominee in trust for a minor until the age of eighteen years, but a nominator may not have more than one nomination in force at any time. The Director, Gibraltar Savings Bank may in his absolute discretion refuse to accept or register any nomination.

Formalities of nomination

2. Every nomination shall be in writing on this form and shall be signed by the nominator in the presence of a witness, and shall be submitted to the Director, Gibraltar Savings Bank during the lifetime of the nominator. Every nomination shall be registered by the Director, Gibraltar Savings Bank and a copy handed to the nominator. No person who witnesses the signature of a nominator to a nomination shall take any benefit under such nomination.

Revocation

3. Any such nomination shall be revoked by the death of the nominee in the lifetime of the nominator or by the marriage of the nominator subsequent to the making of the nomination or by written notice of revocation signed by the nominator in the presence of a witness (who must also sign the notice) and sent for registration in accordance with the provisions of these terms and conditions or by any subsequent nomination made by the nominator. Any such written notice of revocation shall be submitted to the Director, Gibraltar Savings Bank during the lifetime of the nominator and shall be registered by the Director, Gibraltar Savings Bank in like manner as in the case of a nomination. Any such nomination shall not be revoked by any will or by any events or means other than those specified in these terms and conditions. Where the Director, Gibraltar Savings Bank has paid money to a nominee in accordance with the nomination or in ignorance of the fact that the nominator has married subsequently to the making of the nomination, the receipt of the nominee shall be a valid discharge to the Director, Gibraltar Savings Bank.

Division of sums nominated

4. A nomination may be in favour of one person or several persons (who shall be clearly designated in the nomination), and in the latter case may direct that specific sums shall be paid to one or more of the persons named in such nomination, or that the persons named in such nomination may take the property nominated in specific shares, or may give directions to both effects.

Operation of nomination

5. Subject to the provisions of these terms and conditions, where the Director, Gibraltar Savings Bank has no notice of the claim of any creditor of the nominator, the Director, Gibraltar Savings Bank shall pay the persons named in any such nomination made by such nominator, and in force at the time of his/her death, according to the directions of such nomination, notwithstanding the production of Probate of the Will of the deceased nominator or Letters of Administration to his/her Estate, and the receipt of any person so named shall be a good discharge to the Director, Gibraltar Savings Bank for the sum so paid.

Payment for benefit of nominee under sixteen or suffering from mental disorder

6. Where any person nominated to receive any sum on the death of a debenture/bond holder is suffering from mental disorder or is a minor under sixteen years of age and it is proved to the satisfaction of the Director, Gibraltar Savings Bank that funds are urgently needed for the maintenance, education or benefit of such person or minor, the Director, Gibraltar Savings Bank in his absolute discretion and with the prior approval of the Government, may pay the sum mentioned in the nomination, or any part thereof, to any person who may satisfy the Director, Gibraltar Savings Bank that he will apply such money for the benefit of such incapacitated person or minor, and the receipt of the person to whom the sum or any part thereof is so paid shall be a good discharge to the Director, Gibraltar Savings Bank for the amount so paid.

Death of nominee after death of nominator but before payment

7. Where any person who is named in any nomination in force at the time of the death of the nominator by whom it was made dies after the death of such nominator but before the Director, Gibraltar Savings Bank has paid such nominee, the provisions of these terms and conditions apply to such nominee and to the sum payable to him as nominee as if at the date of his/her death such deceased nominee were a debenture/bond holder with the Gibraltar Savings Bank.

Proof of death

8. The Director, Gibraltar Savings Bank may require proof to his/her satisfaction of the decease of a debenture/bond holder.

Data Protection Act 2004

Under the Data Protection Act 2004, the Director, Gibraltar Savings Bank reserves the right to collect, store and process personal data for the purpose of providing you with the service(s) that you have requested. This data will remain on file/computer records for as long as administratively necessary and will then be destroyed.

Personal information about you or your nomination is private and confidential and will not be disclosed to anyone not connected with the provision of this service unless you give us consent, or the law permits or requires it. If you want to see your records please write to the *Data Protection Officer, Treasury Department, 206/210 Main Street, Gibraltar* providing us with your full name and current and previous address.

For Office Use Only

Form processed by: _____ Date: _____

Form checked by: _____ Date: _____

Form filed in box: _____