



## DISCLAIMER

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You are connected to [www.banquehavilland.com](http://www.banquehavilland.com) website (hereinafter the "Website") owned by BANQUE HAVILLAND S.A.

### **BANQUE HAVILLAND S.A.**

35a, avenue J.F. Kennedy

L-1855 Luxembourg

t. +352 463 131

e. [info@banquehavilland.com](mailto:info@banquehavilland.com)

Banque Havilland S.A. (hereinafter the "Bank") is a public limited company governed by Luxembourg law registered with the Luxembourg Company and Trade Register under number B 147029

VAT registration number: LU23366742, BIC (Bank Identifier Code):HAVL LU LL

Authorised by the Ministry of Finance of the Luxembourg government as a banking establishment under number 30/90.

And subject to the supervision of the Luxembourg financial regulator CSSF 110, route d'Arlon L-2991 Luxembourg

Telephone: (+352) 26 25 1-1, Fax: (+352) 26 25 1-601, [www.cssf.lu](http://www.cssf.lu)

### PURPOSE OF THE WEBSITE

This Website aims to present the Bank, its branches or subsidiaries, or representative offices (together with the Bank, the "Banque Havilland Group"), their activities and the different types of products and services they offer. Persons located in jurisdictions where (for reasons of nationality, place of residence or other reasons) the publication or availability of the Website and the information it contains is prohibited or restricted, are entitled to access only to the extent of the law applicable to them.

### ACCESS AND USE OF THE WEBSITE

This Website is designed to provide information for the Banque Havilland Group's clients and persons who are not clients of the Banque Havilland Group. However, products and services presented on this Website are strictly reserved for clients holding an account with the Bank and having accepted the terms and conditions of services available via this Website by signing an agreement to this effect. The Bank's fee schedule applies to these services.

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### WEBSITE CONTENT

The information published on this Website shall be considered as "commercial communication" within the meaning of the law of 14 August 2000 on electronic commerce. By accessing this Website, all users accept in advance any communication of a commercial nature that they receive from the Bank via this website or by electronic mail.

Data and information on this Website is provided by the Bank for informational purposes only. Nothing contained in this Website constitutes an offer to buy nor a solicitation to sell, nor is it investment advice by the Bank and is not legally nor contractually binding.

The fact that the Bank makes data and services of this Website available to the user does not mean that these services and information and products described on this Website are appropriate or adapted to the user.

The Bank reserves the right to change the content of the Website or restrict its access whenever it deems suitable.

### LINKS TO THIRD-PARTY RESOURCES

Third-party resources that can be accessed with hypertext links from this Website are not under the control of the Bank, and the Bank is not responsible for the contents of any of these third-party resources. The third-party hypertext links presented on this Website are provided for your convenience only. The inclusion of any link on this Website does not imply any recommendation, approval or endorsement of that Website by the Bank.

### PERSONAL DATA

Users of this Website are informed that their personal data may be used by the Bank and automatically processed. Users are also informed that by accessing this Website their personal data may be temporarily stored in the memory or registered on their own computer for purposes of facilitating navigation on the website (cookies). For more information, please click here.

Users are entitled, in respect to their personal data and in accordance with the General Data Protection Regulation (GDPR) or any other applicable data protection laws and regulations, to exercise, to the extent granted under the relevant data protection regime, their rights of access and rectification to their personal data, together with the right to erasure, shall they no longer wish for their personal data to be processed by Banque Havilland. Users may exercise one or more of

their rights described in the previous sentence by sending a request to the Data Protection Officer of the Bank:

Banque Havilland S.A.  
Data Protection Officer  
35a, Avenue J.F. Kennedy  
L-1855 Luxembourg

Email: [LUdataprotection@banquehavilland.com](mailto:LUdataprotection@banquehavilland.com)

Please also refer to the Bank's Privacy Notice: [EN](#) | [FR](#)

Banque Havilland (UK Branch) Privacy Notice: [EN](#)

For Banque Havilland (Liechtenstein) AG: [EN](#) | [DE](#)

## GUARANTEE DEPOSIT SCHEME BASIC INFORMATION ABOUT THE PROTECTION OF DEPOSITS

Banque Havilland S.A. (the "Bank"), including its UK branch (London), has adhered to the deposit guarantee scheme of the Fonds de garantie des dépôts Luxembourg (FGDL) which regroups all Luxembourg credit institutions (please refer to contact details below).

Limit of protection:

EUR 100.000 per depositor per credit institution

If you have several deposits with the Bank, all your deposits with the same credit institution are «aggregated» and the total is subject to the limit of EUR 100.000.

If you have a joint account with other person(s):

The limit of EUR 100.000 applies to each depositor separately.

Reimbursement period in case of the Bank's bankruptcy:

- 7 working days

Currency of reimbursement: Euro (EUR)

### Additional information

Scheme responsible for the protection of your deposit

*General limit of protection:*

If a deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a deposit guarantee scheme. This repayment covers a maximum of EUR 100.000 per credit institution. This means that all deposits with the same credit institution are added up in order to determine the coverage level. If, for instance, a depositor holds a savings account with EUR 90.000 and a current account with EUR 20.000, the client will only be repaid EUR 100.000.

In some cases as defined by article 171, paragraph 2 of the Law of 18 December, 2015 on the recovery and resolution of credit institutions and investment firms, deposits may be protected up to a maximum of EUR 2.500.000.

*Limit of protection for joint accounts:*

In case of joint accounts, the limit of EUR 100.000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, without legal personality, are aggregated and treated as if made by a single

depositor for the purpose of calculating the limit of EUR 100.000.

*Reimbursement:*

The Fonds de garantie des dépôts Luxembourg (FGDL) is responsible for the said deposit guarantee scheme, (please refer to contact details below).

The FGDL will repay your deposits (up to a maximal amount of EUR 100.000) within a maximum period of 7 working days.

If you have not been repaid within these deadlines, please contact with the FGDL since the time to claim reimbursement may be barred after a certain time limit.

### Other important information

In general, all depositors, whether private individuals or companies, are covered by the deposit guarantee scheme. Exceptions for certain deposits are stated on the website of the Fonds de garantie des dépôts Luxembourg (FGDL). The Bank will also inform you on request whether certain products are covered or not. If deposits are covered, the Bank shall also confirm this on the statement of account.

*Contact:*

Fonds de garantie des dépôts Luxembourg (FGDL)

283, route d'Arlon, L-1150 Luxembourg

Postal address: L-2860 Luxembourg

Tel. (+352) 26 25 1-1

Fax (+352) 26 25 1-2601

[info@fgdl.lu](mailto:info@fgdl.lu)

Further information can be found at: [www.fgdl.lu](http://www.fgdl.lu).

Banque Havilland (Monaco) S.A.M., a subsidiary of Banque Havilland S.A., with registered office at Le Monte Carlo Palace, 3-7, Boulevard des Moulins, MC-98000 Monaco, is a credit institution regulated by the French regulator, Autorité de Contrôle Prudentiel et de Résolution, 61, rue Taibout 75436 Paris Cedex 09 and the local regulator, Commission de Contrôle des Activités Financières 4, rue des Iris BP540 98015 Monaco Cedex ([www.ccaf.mc](http://www.ccaf.mc)).

Banque Havilland (Monaco) S.A.M. is also a member of a deposit guarantee scheme, the Fonds de garantie des dépôts et de Résolution (FGDR). Upon request, Banque Havilland (Monaco) S.A.M. can provide its clients with any further information on the deposit guarantee scheme. In addition, further information can be found on [www.garantiedesdepots.fr](http://www.garantiedesdepots.fr).

["FGDR - La Protection de votre Argent en cas de Défaillance de votre Banque" \(FR\)](#)

["FGDR - Protecting your Accounts in the Event that your Bank Fails" \(EN\)](#)

Banque Havilland (Liechtenstein) AG, a subsidiary of Banque Havilland S.A., is a public limited company (Aktiengesellschaft) with registered office at Austrasse 61, LI - 9490 Vaduz Liechtenstein, listed with the 'Liechtenstein Trade and Companies' Registry under number FL-

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1.542.492-8, authorised by the Liechtenstein Finanzmarktaufsicht (FMA).

Banque Havilland (Liechtenstein) AG is also a member of the deposit guarantee scheme of the EAS with registered office at Austrasse 46, LI-9490 Vaduz. EAS is an autonomous foundation under Liechtenstein law in the form of a protected cell company. In the event of default

of a bank that is in a pre-existing contractual relationship with the foundation, the foundation has assumed the responsibility to guarantee the entitled deposits of the bank's clients up to a maximum of CHF 100,000 or the equivalent of this amount in another currency per client. Further information on the scope of the liabilities protected by the EAS is available on the EAS' website ([www.eas-liechtenstein.li](http://www.eas-liechtenstein.li)).

Banque Havilland (Liechtenstein) AG – Zurich branch (the "Zurich branch"), operates as a branch of Banque Havilland (Liechtenstein) AG, with registered office at Bellariastrasse 23, 8002 Zurich, Switzerland, registered with the Zurich Trade and Companies Registry under number CHE-305.198.419, authorised by the Swiss Financial Market Supervisory Authority (FINMA).

The Zurich branch is a member of the deposit guarantee scheme, esisuisse, located at Steinentorstrasse 11, CH-4051 Basel. Upon request, the Zurich branch can provide their clients with further information on the deposit guarantee scheme. In addition, relevant information can be found on <https://www.esisuisse.ch/en/>.

#### INVESTMENT GUARANTEE SCHEME

The Bank has also adhered to the investment guarantee scheme of the *Système d'indemnisation des investisseurs Luxembourg* (SIIL) which protects securities deposited on accounts up to an amount of EUR 20,000.

The SIIL protects investors by guaranteeing the reimbursement of their claims arising out of investment transactions up to the amount of EUR 20,000 (investor compensation) in case the Bank is unable to refund the investors with the funds owed to the client or owned by the latter and held on his/her behalf by the Bank within the context of investment transactions or in case the Bank is unable to return to the client financial instruments owned by the client but held, administered or managed by the Bank.

As any client retains the ownership of the financial instruments held by him/her with the Bank, such financial instruments will not form part of the estate of the Bank and can thus be claimed directly by the client.

The investor compensation covers natural persons and companies governed by Luxembourg law or by the law of another member state of the European Union whose size is such that they are authorized to establish an abridged balanced sheet pursuant to the law of December 19, 2002, concerning the trade and companies' register and the accountability and annual accounts of companies, as well as those of comparable size governed by the law of another member state of the European Union.

No claim in respect of a single amount is eligible for double compensation under both the FGDL and the SIIL.

The Bank is authorised to disclose any information and documentation required by both the FGDL and the SIIL or to any of their authorised agents.

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Banque Havilland (Liechtenstein) AG, a subsidiary of Banque Havilland S.A., is also a member of the investor protection scheme of the EAS with registered office at Austrasse 46, LI-9490 Vaduz. EAS is an autonomous foundation under Liechtenstein law in the form of a protected cell company. In the event of default of a bank that is in a pre-existing contractual relationship with the foundation, the foundation has assumed the responsibility to compensate the bank's clients for up to CHF 30,000 or the equivalent of this amount in another currency for the clients' investments. Further information on the scope of the liabilities protected by the EAS is available on the EAS' website ([www.eas-liechtenstein.li](http://www.eas-liechtenstein.li)).

#### APPLICABLE LAW AND COMPETENT JURISDICTIONS

This Website is governed by the laws of the Grand Duchy of Luxembourg, in particular the law of 14 August, 2000 on electronic commerce.

Any dispute or litigation with respect to this Website shall be submitted to the exclusive jurisdiction of the District court in and of the Grand Duchy of Luxembourg. Complaints may also be lodged with the CSSF.

Any access to this Website shall be considered to have taken place at the head office of the Bank at the date and time shown on the Bank's server, with the connections log serving as proof of these.

#### COPYRIGHT NOTICE

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#### USE OF BH ONLINE APP

Please find BH Online App's Privacy Policy [here](#).

#### PILLAR III DISCLOSURE REPORT

#### CAPITAL REQUIREMENTS DIRECTIVE

The purpose of the Pillar III Disclosure Report, produced annually, is to fulfill regulatory disclosure requirements based on the "Basel II" rules,

implemented in the European Union (EU) by the directives 2006/48/EC and 2006/49/EC (commonly known as "Capital Requirement Directives" or "CRD").

Details are available on demand. Please contact us using the "[contact](#)" page.

#### COMPLAINTS PROCEDURE

We endeavour to conduct business in a manner that avoids client complaints, but in certain cases, client complaints may occur.

A complaint is an expression of dissatisfaction with a product or service provided by Banque Havilland S.A.

You can lodge a complaint in writing by post addressed to the Compliance Department:

**Banque Havilland S.A.**  
**35a avenue J.F. Kennedy**  
**L-1855 Luxembourg**

The communication must:

- clearly indicate that it is a complaint
- include the customer's contact details; and
- include a brief description of the reason for the complaint.

A written acknowledgment will be sent to the complainant within 10 days of receipt.

Banque Havilland S.A. undertakes to ensure that complaints will be answered within a month from the date the complaint was sent. However, if this timeframe cannot be met, Banque Havilland S.A. will inform the complainant of the reasons for the delay and give an

indication as to when the complaint is expected to be resolved.

In the event that the response provided is not satisfactory to the client, the complaint and the response provided to the client may be referred to the authorised manager of Banque Havilland S.A. in charge of the management of the complaint treatment.

If you are still not satisfied with the solution or response given after escalation to the authorised manager in charge of the management of complaint treatment, you can file a request for an out-of-court complaint settlement, in accordance with the provisions of regulation no. 16-07 issued by the Luxembourg financial regulator, the CSSF.

Commission de Surveillance du Secteur Financier

Département Juridique CC  
283, route d'Arlon

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<http://www.cssf.lu/consommateur/reclamations/>