

## 1. Introduction

### 1.1 Application

These corporate terms and conditions (the “**Terms & Conditions**”), as amended or replaced from time to time, apply to all clients (“**Clients**”) of **Kuwait Finance House PLC** (the “**Bank**”) that are corporate entities. These Terms & Conditions are not applicable to individual clients (“**Individual Clients**”) or government entity clients (“**Government Entity Clients**”) of the Bank, and the Bank has a separate set of terms and conditions that apply to its Government Entity Clients and to its Individual Clients.

These Terms & Conditions are effective from and including the Effective Date.

### 1.2 Purpose of these Terms & Conditions

The purpose of these Terms & Conditions is to set out the basis upon which the Bank agrees to provide one or more Services to you from time to time.

Please read these Terms & Conditions carefully and retain them for future reference. They provide important information about your relationship with the Bank. These Terms & Conditions, together with the terms and conditions of any Supplementary Service Agreements, the Account Application Form, the Bank Mandate, the Tariff of Charges and any other applicable supplementary documents, represent the terms of the agreement between you and the Bank. By signing the Account Application Form, the Bank Mandate or by continuing to use your Account(s), you accept these Terms & Conditions.

The Bank operates Accounts in line with the guidance given by its Sharia Supervisory Board. The Bank uses some industry standard terms and definitions in these Terms & Conditions to help you understand the features of your Account(s). The Bank also uses terms in line with Sharia rules and principles. You can find the full glossary of these terms on our website or you can ask the Bank for a copy. In addition the Bank uses a number of defined terms as set out in Section 1.6 (Definitions and Interpretation).

The Bank shall notify you in accordance with Clause 2.8 (Statements and other Notices) when varying, adding an addendum to, or supplementing these Terms & Conditions at any time. You shall be deemed to have accepted the changes if you do not close all your Accounts with the Bank within two months of such notification. Any benefit or Services the Bank provides in relation to a particular Account or Service will end as soon as the Account is closed, or the Service is ended. Unless provided to the contrary in these Terms & Conditions, the changes shall take effect upon the expiry of the above-mentioned period.

### 1.3 The Bank's Details

The Bank is a Sharia compliant UK bank registered in England and Wales with Company Number 00877859. The Bank's registered office is at 35 Portman Square, London, W1H 6LR, United Kingdom.

The Bank is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The Bank's Financial Services Register number is 131818. The Bank's regulated status can be confirmed by checking the Financial Services Register, which can be accessed on the FCA website ([www.fca.org.uk](http://www.fca.org.uk)). Alternatively, the Bank's authorised status can be confirmed by contacting the PRA, by telephone on +44 (0)20 7601 4878 or by post addressed to the Bank of England, Threadneedle Street, London EC2R 8AH, United Kingdom. The PRA is a subsidiary of the Bank of England.

### 1.4 FSCS and Client Money

The Bank's primary regulatory status is that of a credit institution. The Bank will hold money for you as banker. Your money will be held as a deposit in an Account at the Bank in your name.

If the Bank fails, the money the Bank holds for you as a deposit may be covered by the FSCS. Further details about the FSCS are provided in Section 2 (Terms and Conditions Applicable to All Services). The Bank will have failed if something happens that results in a liquidator, receiver or administrator, or trustee in bankruptcy being appointed for the Bank, or the equivalent in another country.

The Bank does not hold funds as a trustee in accordance with the FCA's client money rules. There are no circumstances when the Bank will hold

your money as trustee under the client money rules. This means that if the Bank fails, the FCA client money distribution and transfer rules will not apply to your deposits and you will not be entitled to share in any distribution under the client money distribution and transfer rules.

If you transfer full ownership of any money to the Bank, the Bank will not hold that money as a deposit. You will not have a claim over that money and the Bank can treat the money as its own. For example, if you make an advance payment for Services, the Bank can use the money you have paid in advance for the Bank's own purposes. The money you have paid will not be covered by the FSCS. This means that if the Bank fails, you will not be entitled to any distribution under the client money distribution rules or the deposit protection scheme. In such circumstances, you would need to make a claim, as an unsecured creditor, to the relevant liquidator, receiver or administrator, or trustee in bankruptcy in respect of the non-performance of Services you have paid for.

Where the Bank provides you with custody services, these will be operated in accordance with the Supplementary Service Agreement between you and the Bank containing the terms and conditions governing the provision of custody services which may be provided by the Bank from time to time.

### 1.5 Structure of these Terms & Conditions

These Terms & Conditions are structured as follows:

**Section 1 Introduction** – Sets out the Bank's agreement with you.

**Section 2 Terms and Conditions for Services** – Sets out the terms and conditions which apply to all of the Services provided under these Terms & Conditions.

**Section 3 Payment Accounts and Services** – Sets out the terms and conditions specific to the Bank's payment services on your Account(s).

**Section 4 General Banking Services** – Sets out the terms and conditions specific to the Bank's Account(s) products and services.

**Section 5 Rules and Principles of Islamic Sharia** – Sets out the rulings and guidance given by the Bank's Sharia Supervisory Board

### 1.6 Definitions and Interpretation

Unless the context requires otherwise, the following defined terms have the meanings provided below:

**“Account Application Form”**: means any standard application or request form (in any format and sent or received via any channel acceptable to the Bank) together with all related forms and consents for opening an Account, subscribing to a particular Service or giving an instruction in the form prescribed by the Bank from time to time.

**“Account(s)”**: One or more Sharia compliant accounts in your name operated and maintained by the Bank that are subject to the terms and conditions of the Agreement.

**“Agreement”**: The agreement between you and the Bank, as set out in these Terms & Conditions, any Supplementary Service Agreement(s), the Account Application Form, the Bank Mandate, the Tariff of Charges and any other applicable supplementary documents.

**“ATM”**: Automated Teller Machine. A machine which dispenses cash and provides certain other services when you use your Card with the PIN.

**“ATM Transaction”**: Any transaction you make at an ATM.

**“Available Balance”**: Funds which have cleared on your Account(s) prior to the payment cut-off time on the day of receipt and any unused amount within any financing limit agreed with the Bank.

**“Bank Mandate”**: The Bank Mandate document confirming, among other things, the individuals who are authorised to give instructions to the Bank relating to the operation of your Account(s), as well as call-back and cash collection contacts, as amended or replaced from time to time.

**“Business Day”**: Any day other than Saturday, Sunday and bank and public holidays in England and Wales.

**“Business Hours”**: 09:00 to 17:00 London time on Business Days, with the exception of (a) the Bank's counter services which operate between

09:30 to 16:00 London time on Business Days, (b) the last Business Day before the Christmas bank holiday or public holiday when Business Hours end at 13:00 London time, (c) the last Business Day before the New Year bank holiday or public holiday when Business Hours end at 15:00 London time, and (d) in exceptional circumstances, the Bank may publish alternative Business Hours on its website.

**"Call Account"**: means an investment Account with the characteristics described in Section 4 (General Banking Services).

**"Card"**: A debit card that the Bank provides your Representative(s) with under these Terms & Conditions. It also includes any renewal, replacement, or additional card.

**"Card Not Present Transaction"**: Any Debit Card Payment where the Card is not presented to the Merchant. For example, a Debit Card Payment you make over the telephone or the internet.

**"Card Present Transaction"**: Any Debit Card Payment where the Card is physically presented to the Merchant, either in person or via a card reader or terminal.

**"Cheque"**: A cheque from the cheque book provided to you by the Bank from time to time for drawing on your Account.

**"Current Account"**: means an Account with the characteristics described in Section 4 (General Banking Services).

**"Data Protection Laws"**: Any applicable law relating to the processing of personal data or data privacy in force from time-to-time, including: (i) the UK Data Protection Act 2018; (ii) UK General Data Protection Regulation ("UK GDPR") as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (iii) the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time-to-time, in the UK; (iv) The Privacy and Electronic Communications (EC Directive) Regulations 2003 in the UK; and (v) any successor legislation to the GDPR in the UK.

**"Debit Card Payment"**: Any transaction that is made with the Card. The transactions include Card Present Transactions, Card Not Present Transactions and ATM transactions.

**"Direct Debit"**: An instruction to the Bank to accept regular debits for varying amounts to your Account(s) from someone (including the Bank) whom you have authorised to collect such payments.

**"EEA"**: European Economic Area.

**"Effective Date"**: means 22 August 2024.

**"Events of Default"**: The events of default set out in Section 2.9 (Events of Default).

**"FCA"**: Financial Conduct Authority (which term shall include such other regulatory body or bodies as may replace or succeed the FCA from time to time).

**"FCA Handbook"**: means the FCA's Handbook of rules and guidance.

**"FCA Rules"**: has the meaning given to this term in the FCA Handbook

**"Fixed Investment Deposit Account"**: means an investment Account with the characteristics described in Section 4 (General Banking Services).

**"FSCS"**: The Financial Services Compensation Scheme, which is the UK's Deposit Protection Scheme.

**"Group"**: Ahli United Bank B.S.C. (c), its subsidiaries (including but not limited to the Bank), associated and affiliated companies and their branches.

**"Merchant"**: Any person who accepts the Card as payment for goods, services or cash.

**"PIN"**: A personal identification number the Bank issues for use with the Card(s).

**"PRA"**: Prudential Regulation Authority (which term shall include such other regulatory body or bodies as may replace or succeed the PRA from time to time).

**"Relationship Manager"**: Where applicable, the officer of the Bank allocated to look after your Account.

**"Savings Investments Account"**: means a savings investment account with the characteristics described in Section 4 (General Banking Services).

**"Security Details"**: Any details that you use as part of any security process to make or authorise a payment, including and not limited to use of a Card. This may include details such as your passwords, security codes, telephone callbacks, transaction floor limits, Visa Secure, One Time Passwords to your registered mobile or email address, In-App mobile notifications, biometrics including Tap & Pay, Touch ID or Face ID on third party mobile, wearables or any device operating system, tokenisation or other information that is currently used or might be introduced in future by the Bank or its partners for the purpose of enhancing security and preventing fraudulent transactions.

**"Services"**: Any payment, investment, custody, financing and/or general banking services provided by the Bank to you.

**"Sharia"**: means the Islamic law as interpreted to the extent provided for under the rules, principles and standards set by the Bank's internal Sharia Supervisory Board.

**"Sharia Supervisory Board"**: The board that the Bank have set up to advise on how Sharia rules and principles apply to your products and services with the Bank. The board is made up of Islamic scholars, you can find out more information about members of the board on the Bank's website.

**"Small Business Client"**: A business Client which has fewer than 10 employees and an annual turnover and/or balance sheet total of £2 million or less (or a business client which is part of a group that has an annual turnover and/or balance sheet total of £2 million or less).

**"Small Charity Client"**: A UK charity Client whose annual income is less than £1 million.

**"Standing Order"**: An instruction by you to the Bank to make a regular payment of certain amount(s) on fixed dates to someone (including the Bank) whom you have nominated to receive such payments.

**"Supplementary Service Agreement"**: an agreement between the Client and the Bank in relation to particular products or services that may be provided by the Bank from time to time.

**"Tariff of Charges"**: Separate documents that list the Bank's standard charges and fees, including the Bank's actual cost for the any unauthorized overdrawn rate, as amended from time to time. As a Sharia compliant bank, the Bank's charging structure may differ from conventional banks.

**"TPP"**: Third Party Provider. You can use TPPs to give you consolidated information on payment accounts held by you with the Bank and other banks, or to initiate payments on your behalf from your online payment Accounts. TPPs must be authorised by law to provide these services.

**"Visa Secure"**: the Visa Secure service (previously named "Verified by Visa") that the Bank offers in accordance with Section 3.2.

**"You or your"**: The Client in whose name(s) an Account is opened or for whom Services are provided.

The headings in this document are for convenience of reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

If a provision in these Terms & Conditions refers to a communication, notice, agreement or other document "in writing", then, unless the contrary intention appears, it means in legible form in the English language and capable of being reproduced on paper, irrespective of the medium used.

## 2. Terms and Conditions Applicable to All Services

### 2.1 Availability of the Services

(a) Services that you request will be made available by the Bank after satisfactory completion and acceptance by the Bank of the Account Application Form, the Bank Mandate, any relevant Supplementary Service Agreement(s) and provision of any other documentation or information required by the Bank. You will need to complete and sign a new Account Application Form each time you wish to open a new Account with the Bank.

(b) All requests for Services are subject to the Bank's acceptance which, where applicable, will be followed by the Bank opening an appropriate Account for you or on your behalf. The Bank will undertake whatever due diligence enquiries it in its sole discretion considers necessary to comply with its legal and regulatory responsibilities and may at its sole discretion decline to accept any request for all or any part of the Services without explanation. When considering any application for Services, the Bank cannot specify how long its due diligence process may take and will not accept responsibility for any actual costs or losses incurred by any applicant attributable to the application process. You must maintain an Account with the Bank at all times while you are utilising any of the Services.

(c) Subject to the terms of any relevant Supplementary Service Agreement, or as otherwise agreed, all Services will be uncommitted and may be withdrawn or required to be repaid at any time. The continued availability of any Service will be subject to the Bank's consent, in its sole discretion, and to the fulfilment by you of such conditions as the Bank may require. Upon each request or utilisation of any Service, you represent that you are the legal and beneficial owner of, or are otherwise authorised to deal with, the funds and assets in the relevant Account(s) and that all information the Bank holds about you is accurate and up to date.

### 2.2 Communications

(a) The Bank may contact you by post, telephone or other media (which in these Terms & Conditions includes any form of electronic message) using the latest mail or email address or telephone number you have provided to it.

(b) You can contact the Bank, in writing, at the following address: **Kuwait Finance House PLC**, 35 Portman Square, London W1H 6LR, United Kingdom. You can contact the Bank by telephone at +44 (0)20 7487 6500. Depending on which of these services you have subscribed to, you can also contact the Bank via the secure messaging facility provided with the Bank's My E-banking internet banking service, by email via the Contact tab on the homepage of the UK section of the Bank's Group website ([www.uk.kfh.com](http://www.uk.kfh.com)), by email to [kfhplc.info@kfhplc.com](mailto:kfhplc.info@kfhplc.com) or via the Bank's B2B system. You can use these contact details for all the Bank's products and Services unless the Terms & Conditions specify otherwise.

(c) The Bank may audit, monitor, access and record any telephone calls, voicemail messages, email and data the Bank sends or receives, store, process and share in line with the Data Protection Laws and **KFH PLC** Data Retention practices, for the following purposes:

- (i) establishing facts relating to the business;
- (ii) monitoring whether the Bank's IT and communications systems are being used legitimately;
- (iii) determining whether the communications and data the Bank retains are relevant and up to date to the Bank's business;
- (iv) monitoring standards achieved by users to demonstrate that the standards are those expected for a person using the system;
- (v) securing effective system operation and investigating or detecting the unauthorised use of any system;
- (vi) assisting in the investigation of wrongful acts and preventing and detecting crime; and
- (vii) complying with applicable laws and regulations.

For details on how the Bank processes data in accordance with the Data Protection Laws, please refer to Section 2.7 (Use of your data, Confidentiality and Record Keeping).

(d) All communications concerning Account(s) and/or the Services will be conducted in the English language unless a representative of the Bank agrees at the time of any telephone call or other communication to conduct it in another language.

## 2.3 Acting on your Instructions

(a) As part of the Account Application Form process, you must provide the Bank with a completed Bank Mandate containing details of who is authorised to give instructions on your behalf with respect to any Account(s) and Services you may open/request and specimen signatures for such individuals. If you authorise the Bank to contact individuals who are not authorised signatories under the Bank Mandate in order for the Bank to confirm the instructions it receives on your behalf, you must provide the Bank with the names, job titles and telephone contact details of the individuals that you have appointed to make such confirmations. You must also provide the Bank with details of any limitations that you have placed upon the amount or type of instructions that your appointees may confirm. If you authorise the Bank to permit individuals who are not authorised signatories to collect cash from your accounts, you must provide the Bank with the names, job titles and personal identification details of those individuals and the supporting certified identification documents for those individuals. You must also provide the Bank with details of any limitations that you have placed upon the amount of cash that your appointees may collect. You must ensure that any changes to the Bank Mandate, including any changes to the list of authorised signatories and those permitted to make telephone call-back confirmations or to collect cash on your behalf, are promptly notified to the Bank in writing.

(b) Subject to the terms and conditions of the Agreement, the Bank is authorised but not obliged to act on instructions given:

- (i) in a document bearing the original signature(s) of the individual(s) authorised under the Bank Mandate or an electronic scan of such a document to instruct the Bank on your behalf; or
- (ii) verbally by telephone;
- (iii) in person; or
- (iv) by other electronic means, including (depending on which of these services you have subscribed to) by the secure messaging facility provided with the Bank's My E-banking internet banking service, by the Bank's mobile banking app, by email, by SWIFT or via the Bank's B2B system.

(c) If you give instructions in person or by telephone, the Bank may require you to confirm those instructions in writing.

(d) Before the Bank acts on emailed or hard copy instructions, it may contact you by telephone to confirm those instructions. The Bank may also contact you by telephone from time to time to confirm documents that bear your original signature or any other form of instruction. The Bank reserves the right not to act on any such instructions if it is unable to contact you or if, in its sole discretion, it has any doubt as to their authenticity. In certain circumstances, such as those involving large transactions, in order to

prevent financial crime the Bank may require two different callers to contact you or any individual you have authorised to confirm that the instructions are genuine and accurate. Calls made by or on behalf of the Bank may also require confirmation of different Security Details in order to counter the potential for fraud. Where two calls are required, you or any individual you have authorised may be informed by the first caller that a second call will follow before the instruction will be acted upon. Notwithstanding the terms of any Bank Mandate, the Bank also reserves the right at its sole discretion to require approval from two or more different authorised signatories.

(e) Unless expressly stated in these Terms & Conditions or any relevant Supplementary Service Agreement you can only cancel instructions that you have given to the Bank if the Bank has not already acted upon them.

(f) The Bank can refuse in its sole discretion to act on any instruction in any of the following circumstances:

- (i) the Bank suspects, in its sole discretion, that an unauthorised person is attempting to access your Account(s);
- (ii) the Bank in its sole discretion believes that you did not give it the instruction;
- (iii) the instruction is not clear to the Bank (in its sole discretion) or, in the case of payment transactions, contains insufficient details; and/or
- (iv) the Bank in its sole discretion believes that, by carrying out the instruction, it might break the law or other regulations, codes, policies or duties which apply to it.

The Bank will notify you as soon as reasonably practicable of any such refusal. Where possible, the Bank will also notify you of the reasons for the refusal and any steps you may be able to take to rectify the instruction, unless such notification would be unlawful. In relation to any non-payment matters, other than to confirm that the Bank acted in accordance with its legal and regulatory responsibilities, the Bank shall not be required to further justify or explain its actions.

(g) There may be a delay in executing your instructions while the Bank carries out any necessary due diligence, including monitoring or fraud prevention checks.

(h) The Bank may restrict the scope of instructions that it is prepared to accept by the methods set out in Sections 2.3(b)(ii) and (iv) (Acting on your Instructions) from time to time. The Bank may vary these restrictions at any time with immediate effect. The Bank will tell you if it cannot act on your instructions.

(i) When you instruct the Bank to make payments from your Account by written or verbal instruction, Standing Order, Wire Transfer (SWIFT), B2B or using the Residential Property Payments service as detailed in Section 3 (Payment Accounts and Services), the Bank is under a legal obligation to provide your name, address and Account number to the beneficiary's bank. You are also required to provide the Bank with the purpose of all payments and to supply the Bank with any further detail or supporting documentation that the Bank or any of its correspondent banks may request.

(j) You are responsible for providing the Bank with full and correct beneficiary details, purpose of payment, bank account numbers and codes when making payments by written or verbal instructions, Standing Order or Wire Transfer (SWIFT / Faster Payment) as detailed in Section 3 (Payment Accounts and Services) and for any losses that you may incur as a result of incorrect details being supplied to the Bank, and the Bank will have no responsibility or liability in this regard. For the avoidance of doubt, this will include, but not be limited to, payments that are delayed, returned to the Bank, or credited to an incorrect beneficiary from whom authorisation is required for the payment to be returned. The Bank will deem all payment instructions submitted to it by electronic means (including SWIFT) as having been correctly input and the Bank will not be obliged to recall any payments made incorrectly as a result of incorrect payment instructions. While the Bank will make reasonable efforts to recover the funds involved in the incorrect payment transaction, it cannot guarantee that funds will be recovered. The Bank may charge you a fee for this service and will pass on to you any external actual costs that it incurs in making such efforts.

(k) You are responsible for providing any third party who is arranging payments to your Account(s) with the correct routing and account details and for any losses that you may incur as a result of incorrect details being supplied or used and the Bank will have no responsibility or liability in this regard. For the avoidance of doubt, this will include, but not be limited to, payments that are delayed, returned to the remitting bank or credited to an incorrect beneficiary from whom authorisation is required for the payment to be returned.

(l) Effecting your payment instructions may involve routing payments via other banks which may be in the UK or in other jurisdictions. Such banks may have internal policies or be subject to legal and regulatory requirements that require them to refuse, return, make further enquiries about or freeze payments in accordance with such policies and requirements. In the event that a payment you have instructed the Bank to make is delayed temporarily, returned to the Bank or impounded or frozen, you agree that the Bank is not liable for any resultant loss, either of the sum transferred or for any other related or consequential loss. The Bank will advise you of the situation as

soon as reasonably practicable and, at its sole discretion, try to ascertain what actions are required in the event that you or the Bank consider that any appeal or application for the release of the payment is justified. However, any action the Bank can take to assist you will be dependent on the individual circumstances and the Bank is not obliged to take any action unless fully indemnified by you for any associated actual costs. In order for the Bank to comply with relevant laws, rules and/or regulations, it may not be possible to provide you with a reason for any delay.

- (m) The Bank is not obliged to refund your Account(s) if it can prove that a payment was received by the payee's bank. It is the responsibility of the payee's bank to credit the account of the payee or otherwise to make the payment available to the payee, as appropriate.
- (n) If the Bank credits your Account in respect of a bona fide and properly authenticated instruction received but the actual payment is delayed, impounded or frozen by any bank involved in its transmission or it is otherwise not received by the Bank, the Bank reserves the right to reverse such credit from your Account.
- (o) If you are a Small Charity Client or a Small Business Client, then:
  - (i) subject to you notifying the Bank in accordance with Section 3 (Payment Accounts and Services), you will have no liability for any transaction, or series of transactions, associated with a single instance of loss arising from unauthorised transactions undertaken before you notify the Bank unless the Bank can show (other than where it is prohibited by applicable law) that you or any of your authorised signatories, employees or representatives:
    - (A) have intentionally or negligently disclosed your PIN;
    - (B) agreed to allow someone else to use your cheque book, Card or Security Details to make the payment;
    - (C) have intentionally or negligently failed to comply with the requirements of Section 3 (Payment Accounts and Services) setting out how you must use a payment service or how you must notify the Bank of any of loss, misuse or theft of your Cards, cheque book or Security details; and/or
    - (D) have acted fraudulently;
  - (ii) The Bank may at its sole discretion debit up to £35 from your Account before applying any refund in respect of section 2.3(o) (i) above. For the avoidance of doubt, you will be responsible for the full amount of the payment if any of the circumstances in section 2.3(o) (i) (Acting on your Instructions) above applies.
  - (iii) You are not liable for any unauthorised use of the cheque book, Card or Security Details which takes place after you tell the Bank that they have been lost or stolen, or if you never received them. You must give the Bank any information or help that the Bank reasonably asks for to get the cheque book or Card back or for reimbursement of incorrect or fraudulent transactions and you must change your Security Details upon becoming aware that the Card or cheque book has been lost or stolen. Any cheque book or Card will be cancelled as soon as reasonably practicable once the Bank has received notification from you that it has been lost or stolen. The Bank may pass on any information it thinks appropriate to other banks, consumer credit rating agencies, law enforcement agency and/or other authorities. If the cheque book or Card is found after you have informed the Bank that it has been lost or stolen, it must not be used;
  - (iv) the Bank is responsible for acting correctly in respect of your authorised and accepted instructions. In the event that the Bank fails to act on your instructions or it executes your instructions incorrectly then, subject to Section 2.5(b) (Liability) the Bank will where required refund your Account with the amount of the transaction and/or restore your Account to the state in which it would have been had the payment not taken place including, where applicable, by refunding relevant charges. If you ask the Bank to do so, it will also attempt to trace where the incorrect payment was made and keep you informed of the outcome; and
  - (v) if you are charged more than you expected on a Debit Card Payment or Direct Debit transaction, you may be entitled to claim a refund from the Bank provided that:
    - (A) when you authorised the payment, the exact amount of the payment was not specified;
    - (B) the amount of the payment was more than you could reasonably have expected to pay, considering your previous spending pattern;
    - (C) you ask the Bank to refund the payment within 8 weeks of the date the payment was taken from your Account(s); and
    - (D) the payment was made to an account situated within the UK or the EEA.
- (p) If you are not a Small Charity Client or a Small Business Client, then:
  - (i) subject to Section 2.5 (Liability), where you have notified the Bank in accordance with Section 3 (Payment Accounts and Services) that

there has been an unauthorised transaction on your account, you will be liable for such transaction unless the Bank is reasonably satisfied that the transaction was unauthorised. If the Bank is reasonably satisfied that the transaction was unauthorised, the Bank will refund to your account the amount of the transaction and any charges directly incurred on the account as a result of the transaction so that it is as if the unauthorised transaction had not taken place. The Bank may at its sole discretion debit up to £35 from your Account before applying any refund in respect of this Section 2.3(p)(i) (Acting on your Instructions);

- (ii) the Bank shall not be liable for the defective execution or payment of cheques or Card payments unless the Bank is grossly negligent or in breach of contract. If you tell the Bank that there has been an unauthorised Card or cheque payment on your account, the Bank will only be liable to you if it is reasonably satisfied that the Card or cheque payment was not authorised by you. If the Bank is liable to you under this Section, it will refund to you the amount of the payment, to the extent the payment has been wrongly paid away, and any charges you paid as a result of it, but beyond this the Bank will not have any further liability to you;
- (iii) if the Bank fails to execute (other than in situations where you have not provided the Bank with all of the required information), or incorrectly execute a payment transaction on your account, the Bank shall be liable to you for any reasonable losses incurred by you but only if they arise directly from the Bank's breach of this Agreement or its gross negligence, and if in the ordinary course of events and with the knowledge the Bank had, it might reasonably have expected such loss to result directly from such breach or gross negligence;
- (iv) the Bank's liability pursuant to this Section shall be limited:
  - (A) to the amount (if any) necessary to reimburse you as required by law in respect of the transaction pursuant to which the Bank's breach or gross negligence occurred; and
  - (B) to the amount of any charges directly incurred by you on the account that would not have been incurred otherwise;
- (v) beyond this the Bank shall have no further liability to you for a failure to execute properly or a failure to execute at all for any reason; and
- (vi) if you tell the Bank that a payment has not been made or has been made incorrectly by the Bank and if you ask it to, the Bank will, at your cost, make efforts to trace the incorrect payment and notify you of the results of that action.

## 2.4 Third Party Providers

- (a) You can instruct a TPP to tell the Bank to make a payment from your online payment Account(s) on your behalf and the Bank will treat any instruction from a TPP as if it had been from you. You cannot stop a payment once you have authorised a TPP to make it. You should check with any TPP that you allow to access your account that it is authorised to carry out the services that it is offering. The Bank is unable to distinguish whether instructions are provided by a TPP or by you and as such the Bank will follow its normal procedures for authenticating payment instructions with you, irrespective of who provided the payment instruction. This may affect the functionality of some services offered by TPPs.
- (b) You can instruct a TPP to obtain and hold data about your online payment Account(s). Once a TPP has your permission and has obtained your data, that TPP will be responsible for the security of this data.
- (c) You should not share your My E-banking internet banking service security details with anyone else, but the Bank will not treat you as breaking these Terms & Conditions if you choose to disclose your security details to a TPP who asks you for them so that they can access internet banking on your behalf.
- (d) The Bank will treat any instruction from a TPP as if it were made directly by you. If you give your consent to a TPP that is not authorised by the FCA or by another European regulator, then the Bank will assume it is you that is authorising the Bank to give access to your online payment Account(s) and will treat payments instructed by that TPP as authorised by you.
- (e) You must always tell the Bank about unauthorised or incorrect payments even where you use a TPP.
- (f) If you provide your consent to a TPP to access information about your Account(s), the Bank will assume that you consent to access being granted as frequently as the TPP requests it.
- (g) If you ask a TPP to request a payment and it does not do so, then the Bank will not be responsible for your payment not being made.
- (h) The Bank may refuse to give access to a TPP in certain circumstances, or stop a TPP from accessing your online payment Account(s). For example, this may happen if the Bank believes there is a risk of fraud or if doing so would mean that the Bank breaches a law, rule or regulatory obligation. Before doing so, the Bank will tell you that it intends to deny access and give its reasons for doing so, unless it is not reasonably practicable to do so, in which case the Bank will tell you as soon as reasonably practicable afterwards. In either case, the Bank will tell you in the manner in which it



considers most appropriate in the circumstances but will not tell you where doing so would compromise the Bank's reasonable security measures or would otherwise be unlawful. If the Bank denies access to a TPP, it must also tell its regulator that it has done so.

- (i) For the purposes of this Section 2.4 (Third Party Providers), only your current Account(s) and Call Account(s) are treated as online payment Accounts.

## 2.5 Liability

- (a) Subject to Section 2.3 (Acting on your Instructions), you are liable for the payment of any amount due on any Account, whether caused by you, your employees or agents, including any authorised signatory, representative or any other person with authority to access or operate the Account. You have no right to defer payment of any amount incurred on any Account, and you are liable regardless of whether you signed the item. This includes liability for the Bank's actual costs to collect the deficit including, to the extent permitted by law, the Bank's reasonable legal fees.
- (b) Subject to applicable legal or regulatory requirements, the Bank shall not be liable to you for or in respect of:
  - (i) any loss or damage (including but not limited to any loss of profits, loss of business, loss of goodwill or any form of special damage) suffered by you arising directly or indirectly from (A) the provision of the Services under or pursuant to the Agreement unless the loss or damage is due to gross negligence or wilful misconduct of the Bank or of the Bank's staff; (B) any act or omission of the Bank or of the Bank's staff when acting on your instructions; and (C) any conduct of third parties including conduct amounting to fraud, negligence or wilful default on the part of any such third party unless any such person is in the Group;
  - (ii) any loss or damage (including but not limited to any loss of profits, loss of business, loss of goodwill or any form of special damage) caused directly or indirectly by any act, event, omission or accident beyond the reasonable control of the Bank, including but not limited to, acts of God, epidemics, pandemics, war, riot, terrorism, civil unrest, industrial action, compliance with any applicable law, or regulation, accident, natural disaster, breakdown, malfunction or failure of transmission, communication, or computer facilities or other conditions beyond the Bank's control; or
  - (iii) any consequential losses that you may incur.
- (c) You will indemnify the Bank on demand for any losses, actual costs or expenses incurred in respect of unauthorised payments or payments made in error or which are delayed, unless or to the extent caused by the Bank's gross negligence in carrying out your instructions or fraud or wilful default on the part of the Bank.
- (d) You will indemnify the Bank on demand for any losses, actual costs or expenses that arise as a result of your use of a TPP. Where the TPP is responsible for losses, actual costs or expenses suffered by you, the Bank will, at your request and subject to you paying the Bank's costs, use reasonable endeavours to recover such losses, actual costs or expenses from the TPP and will pass any recovered losses, costs or expenses to you.
- (e) You will indemnify the Bank in respect of:
  - (i) any loss or damage to the Bank, to the Bank's business or to the Bank's employees, officers and agents; and
  - (ii) any losses and actual costs incurred and claims brought against the Bank by any third party,

where any such losses, actual costs, claims and/or damages have been caused by any intentional, fraudulent, careless or negligent act committed by you or by anyone using your Account(s) or the online banking service with your knowledge or consent.

- (f) You are liable for any losses, costs, claims or damages caused to the Bank, its employees, officers and/or agents in relation to any intentional, fraudulent, reckless or negligent act committed by any of your employees or agents, including any authorised signatory or representative. It is your responsibility to advise the Bank immediately if someone's authorisation to sign, to confirm instructions, to access account information or to collect cash should be changed or revoked.

## 2.6 Fees and Charges

- (a) The Bank's charges and fees for the Services are detailed in the Bank's Tariff of Charges and where relevant any Supplementary Service Agreement(s). The Tariff of Charges is a separate document which forms part of the Agreement between you and the Bank.
- (b) Any alterations to the Bank's standard charges and fees will be detailed in an updated Tariff of Charges which will be available on the Bank's website and you will be notified in accordance with Section 2.11 (Changing the terms of the Agreement), subject to the following:
  - (i) if you are a Small Charity Client or a Small Business Client, and any of the changes detailed are not in your favour, the Bank will not implement the changes for at least two months from its notification to you of the changes which may occur, either by the Bank providing

you with the updated Tariff of Charges in hard copy or otherwise by advising you in writing on the Bank's website; and

- (ii) if you are not a Small Charity Client or a Small Business Client, any changes will take effect within the time period specified by the Bank when the Bank notifies you of such changes pursuant to Section 2.11(b) (Changing the terms of the Agreement).
- (c) All payments from you to the Bank shall be made without set-off or counterclaim and shall be free and clear of any deductions or withholdings whether on account of tax or otherwise. If for any reason you are required to deduct or withhold any amount from any sum payable to the Bank, such sum shall be increased to ensure that the net amount received by the Bank is equivalent to the sum it would have received if no deduction or withholding had been made. You authorise the Bank to deduct any applicable fees or charges calculated in accordance with its Tariff of Charges as notified to you directly from your Account(s) as and when due without the Bank notifying you in advance of the details of that calculation or obtaining your prior agreement to the specific amount to be charged. The Bank undertakes upon receipt of your request to provide you promptly with full details of amounts charged and to rectify any error agreed by the Bank as soon as is practicable together with reimbursement of any loss directly attributable to any overcharge.
- (d) The Bank may use any amounts you hold on any Account, including your investments in the Bank's possession or control (where permitted by the FCA Rules), in any currency to reduce or repay any amounts you may owe the Bank on any other Account, either in your own name or jointly with anyone else. This is termed the Bank's right of set-off. The Bank may exercise its right of set-off if you create any indebtedness, fail to maintain an Available Balance sufficient to cover the transactions instructed on your Account(s) (including but not limited to regular payments such as Standing Orders and Direct Debits, Cheques issued on your Account(s), Debit Card Payments, payment transactions and financing repayments) or any fees and charges due to the Bank in respect of the Services, and have not responded to the Bank's requests for payment or repayment. If it is the Bank's intention to exercise its right of set-off, the Bank may at its sole discretion write to you to remind you of the Bank's right to do so and to give you up to 14 days' notice. The Bank may in its sole discretion write to you or send you a transaction advice on the Business Day after it has given effect to the set-off. The Bank will not write to you if it has received reliable information that the last notified address is no longer current and it is unable after making reasonable efforts to trace you.
- (e) The Bank's fees are currently exclusive of VAT, stamp duties, commissions and similar expenses. If such expenses become, applicable, these shall be deducted from your Account(s). You hereby agree to pay, and indemnify the Bank against, any tax, cost or expense chargeable in respect of any payments made by you to the Bank and/or any of the Services provided to you pursuant to these Terms & Conditions.

## 2.7 Use of your data, Confidentiality and Record Keeping

- (a) The Bank will comply with the Data Protection Laws in relation to the Services it offers and its use of personal information. The term 'personal information' has the same meaning as the term "personal data" as set out in the GDPR, that being any information relating to an identified or identifiable natural person ("data subject").
- (b) For information on how the Bank uses personal information related to your Account and what rights individuals have over that information, please refer to the Bank's privacy notice on the Bank's website.
- (c) The Bank will treat all information it holds about your Account(s) confidentially. However, please note the following:
  - (i) any personal, corporate or organisational information the Bank holds relating to your Accounts may be disclosed to the following parties to the extent necessary for the performance of the Services under these Terms & Conditions or any Supplementary Service Agreement:
    - (A) to third parties (e.g. credit reference agencies and product providers as well as to the Bank's external auditors and insurers, legal advisers and other advisers and consultants) for the purposes of enabling the Bank to provide Services and to enable those third parties to provide you with products and services;
    - (B) to other members of the Group;
    - (C) to the Bank's regulators (who have a legal authority to check, access and copy all of the Bank's records), to any court or tribunal, and to and other relevant governmental agencies as required by applicable law, rule, regulation or requirement of any country, authority, body or institution; and
    - (D) to any fraud prevention agency if required in relation to the detection or prevention of fraud.
- (d) The UK is party to several international agreements on tax compliance that may require the Bank to share tax information on its clients with HM Revenue & Customs (HMRC), who in turn may share this with other

tax authorities globally. In order to allow the Bank to comply with these agreements, you must promptly provide to the Bank any information it may request from you (and/or any connected person) in relation to your Account(s).

- (e) Unless applicable laws and regulations specify otherwise, the Bank will generally retain transaction records and other information relating to your Account(s) for seven years from the date the record is created.
- (f) To the extent that statements relating to your Account(s) remain readily accessible to the Bank, the Bank may agree to provide you with copies of such statements on receipt of a written request signed in accordance with the relevant Bank Mandate.
- (g) The Bank may apply a charge for the provision of historical statements of your Account(s). Any such charge will be based on the cost to the Bank of providing you with the statements you request, and will be agreed with you in advance or be as specified in the Tariff of Charges.

## 2.8 Statements and Other Notices

- (a) The Bank will provide you with a statement of your Account(s) or at the Customer's request, the Bank may send you an electronic statement of your Account(s) in accordance with the Bank's normal procedures unless the Bank has reliable information that the most recent physical address or email address (as appropriate) that the Bank has for you is no longer current and the Bank is unable to trace you after making reasonable efforts
- (b) The Bank will provide you with statements:
  - (i) monthly for Current Accounts;
  - (ii) every six months for Call Accounts; and
  - (iii) for Fixed Deposit Accounts, at the time of agreeing the terms of the deposit and on the day following maturity of the deposit, or as may otherwise be communicated by the Bank.

Please note that if you ask, the Bank can provide you with Current Account statements more frequently than monthly on request and for a charge on request but cannot be less frequent than monthly, unless there have been no transactions on your Account(s) during a statement period in which case the Bank may decide not to send you a statement. However, the maximum period without the Bank sending you a statement will be one year. The Bank will determine when the Bank sends the statement to you unless you have requested a specific day or date. You may order a statement from the Bank at any time. After the Bank has given you this statement the subsequent statements will return to the scheduled dates.

- (c) The Bank will also provide you with written statements in respect of the Services the Bank provides to you pursuant to the terms of the relevant Supplementary Service Agreements.
- (d) Statements are a valuable tool for you to detect and prevent fraudulent or mistaken transfers. The statement which the Bank gives you will show the transactions that occurred in connection with your Account(s) during the statement period.
- (e) Your statement will provide sufficient information for you to reasonably identify the items paid and/or the transactions undertaken on your Account(s).
- (f) You should keep a record of each transaction as it is made and any receipt so that you will have a complete understanding of each transaction listed on the statement which you should reconcile with your records and/or receipts.
- (g) You must check each statement carefully and as soon as reasonably possible after receipt and you must notify the Bank by telephone without undue delay and, if requested by the Bank, provide confirmation in writing signed by you of any fraudulent transactions or transactions that you do not recognise or that are incorrect. If you do not notify the Bank promptly, and in any event within 13 months of the date on which the transaction was debited from your Account, the Bank may be unable to correct any errors and you will not normally be entitled to reimbursement in respect of any fraudulent or unauthorised transactions.
- (h) You must promptly provide any information relating to you or your Account(s) that is reasonably requested by the Bank. The Bank may block or close your Account(s) if you fail to respond promptly to any such information requests.
- (i) You should keep your statements and receipts safe and dispose of them carefully in order to help prevent fraud and protect your Account.
- (j) The Bank may put messages on your statements or its website to tell you about amendments to these Terms & Conditions and/or any other matters that the Bank deems appropriate.
- (k) Statements contain sensitive information and care should be taken to safeguard them. If you dispose of statements or other correspondence from the Bank, you should ensure that you do so in a secure manner (for example, by use of a cross cut shredder).
- (l) You will not amend any statement of Account(s) received by email or misuse the information therein in any manner.

- (m) As you are the owner and designated user of the designated email, you shall take all necessary security measures and precautions to ensure that the designated email is not accessed by any unauthorised party.

- (n) You may terminate the option to receive a statement of Account(s) via email by notifying the Bank in writing in accordance with any of the methods set out in Section 2.2(a) (Communications)

## 2.9 Events of Default

Subject to the terms of any relevant Supplementary Service Agreement (which, for the avoidance of doubt, shall always take precedence over the terms of this Section 2.9 (Events of Default)), any amount outstanding from you to the Bank which is not payable or repayable on demand shall become so payable immediately following the occurrence of any of the following:

- (a) you fail to pay when due any amount payable under, or otherwise commit a breach of or repudiate, any of the terms or conditions of the Agreement or, in the Bank's sole discretion, indicate any intention of doing so;
- (b) you fail to satisfy any payment demanded or a call by the Bank to amend the security margin to sustain any margin levels required by the Bank in connection with any Service;
- (c) any representation that you make under or in connection with the Agreement proves to be incorrect;
- (d) you become insolvent, bankrupt or otherwise unable to pay amounts as they fall due or you initiate or become subject to any insolvency, administration, liquidation or winding up or statutory moratorium procedure or procedures (including any administration and any voluntary or compulsory liquidation) or you take any steps, make or propose or implement any composition, rescheduling or arrangement with your creditors, whether generally or with any particular class of creditor;
- (e) a receiver or administrative receiver is appointed over or a mortgagee, chargee or other encumbrancer takes possession of, any part of your assets or undertaking or a lessor under any leasing arrangement retakes possession of any leased asset or premises by reason of default on your part;
- (f) any event which is analogous to those in any of sub-sections 2.9(a) to (e) (Events of Default) inclusive occurs in respect of you or any of your assets in any jurisdiction to which you or they are subject;
- (g) any event occurs which in the sole opinion of Bank has an adverse effect on your ability to perform any of your obligations under the Agreement, whether immediately or at any time in the future; or
- (h) there occurs an adverse change in your financial condition, business prospects or trading performance.

## 2.10 Term of the Agreement

The Agreement will continue until you no longer maintain an Account in the Bank's books. The process for closing your Account(s) is detailed in Section 2.13 (Closing Your Account(s)) of these Terms & Conditions. If the Bank changes the Terms & Conditions in accordance with Section 2.11 (Changing the terms of the Agreement) and you have not instructed the Bank to close your Account(s) by the end of the notice period applicable to the changes, you will be deemed to have accepted them. If you choose to close your Account(s) as a result of changes to these Terms & Conditions, you may do so without notice and without incurring a charge.

## 2.11 Changing the terms of the Agreement

- (a) The Bank may at any time change the terms of the Agreement at its sole discretion for any reason, including, but not limited to, changes to its Tariff of Charges:
  - (i) for commercial reasons, such as the addition, withdrawal or changes to its products and services;
  - (ii) to reflect market conditions, or changes in the cost of providing a Service to you;
  - (iii) to make them clearer or more favourable to you;
  - (iv) to remain compliant with the Bank's legal and regulatory obligations, including to take account of any actual, or reasonably expected, change in law or regulation (including any decision by an ombudsman, court, regulator or similar body);
  - (v) to implement changes recommended by the Sharia Supervisory Board; or
  - (vi) to reflect any other actual or reasonably expected change that affects the Bank.
- (b) As you may hold an Account with the Bank for a lengthy period, the Bank cannot anticipate all of the changes that it may need to make to the terms of this Agreement. The Bank therefore may make any other reasonable or necessary changes at its sole discretion.
- (c) Unless otherwise required by applicable law, the Bank will notify you of any changes to these Terms & Conditions by:
  - (i) putting messages on your statements ; and/or
  - (ii) sending you a separate written notice.

In addition, the Bank may display a notice of such changes to these Terms & Conditions on its website.

- (d) If you are a Small Charity Client or a Small Business Client, then other than as detailed in Section 2.7 (Use of your data, Confidentiality and Record Keeping) of these Terms & Conditions in respect of changes required to comply with applicable law or in respect of changes made in your favour, the Bank will notify you of all changes at least two months before they occur.
- (e) If you are not a Small Charity Client or a Small Business Client, then any changes to these Terms & Conditions will take effect within the time period specified by the Bank when the Bank notifies you of such changes pursuant to Section 2.11(b) (Changing the terms of the Agreement).
- (f) You must keep your contact details provided to the Bank up to date to ensure that you do not miss important changes to the terms governing your Account(s) and the Services. You have the right to a copy of these Terms & Conditions at any time while you remain a Client of the Bank. The latest version of these Terms & Conditions will be available on the Bank's website.

## 2.12 Dormant Accounts

- (a) If you stop using your Account(s) for a period in excess of three **(3)** years, the Bank may treat your unused Account(s) as being dormant as a means of preventing fraud and protecting your privacy. Where possible, the Bank will contact you requesting that you confirm that you wish your Account(s) to remain open and that you are still receiving statements. The Bank may do this using any of the methods set out in Section 2.2(a) (Communications). However, the Bank will normally do so in writing by the issue of a dormant account notice if it has been unable to contact you by other means. You may reply using any of the methods set out in Section 2.2(b) (Communications), excluding by telephone.
- (b) If the Bank is unable to contact you within two months of issuing a dormant account notice, it will apply further security procedures to protect your Account(s). If, after applying such procedures, further credits are received into your Account(s), the Bank will continue to apply such procedures as set out in these Terms & Conditions. However, you will not be able to issue the Bank with further instructions without the Bank first agreeing to re-activate your Account(s) upon receipt by the Bank of all requested information and following the Bank's acceptance of a new Bank Mandate. The Bank will continue to send you statements and transaction confirmations for as long as your Account(s) remain open, unless your post is returned to the Bank undelivered or the balance of any individual Account falls below £1,000 (in which case they may be kept on file).

## 2.13 Closing Your Account(s)

- (a) Unless detailed otherwise in these Terms & Conditions or any relevant Supplementary Service Agreement, you may close your Account(s) by notifying the Bank in writing in accordance with the signing procedure specified in the Bank Mandate, in which case you must:
  - (i) return any unused Cheques and cheque books to the Bank;
  - (ii) return any Cards issued to you for use with the Account(s) to the Bank. You must cut each Card into at least four pieces across both the silver chip on the front of the Card and the black strip on the back; and
  - (iii) inform the Bank of the details of any Cheques you have issued and Debit Card Payments that you have authorised but which have not been debited to your Account(s) and stop using any Cards issued to you
- (b) Subject to Section 2.13(c) (Closing Your Account(s)) and the terms of any Supplementary Service Agreements, the Bank may close your Account(s) for any reason by providing you with at least two months' notice.
- (c) The Bank may at its sole discretion block and/or close your Account(s) immediately and without prior notice if:
  - (i) you fail to use or fund any Account within the first six months of opening it;
  - (ii) you become insolvent;
  - (iii) your account is dormant for three **(3)** years and the Bank has been unable to contact you;
  - (iv) your Account has zero balance and has been inactive for one year;
  - (v) you, any of your authorised signatories, or any of your employees or representatives, including those who are responsible for instructing the Bank, collecting cash or confirming instructions received by the Bank in relation to your Account(s):
    - (A) breach any of the term of the Agreement;
    - (B) act abusively, offensively or violently towards the Bank's staff;
    - (C) provide the Bank with any false information;
    - (D) fail to provide any information that the Bank might reasonably request within the requested time period;

- (E) are involved in criminal activity, whether or not linked to your Account(s) or your relationship with the Bank;
  - (F) use or obtain, or allow someone else to use or obtain, your Account(s) or any Services illegally or fraudulently; and
  - (G) use your Account(s) for a purpose not covered by the Agreement.
- (vi) the Bank considers, in its sole discretion, that:
- (A) by continuing to operate your Account(s) or to provide you with Services, the Bank may be exposed to action from any government, regulator or law enforcement agency;
  - (B) by continuing to operate your Account(s) or to provide you with Services, the Bank may break a law, regulation, code, court order or other duty, requirement or obligation;
  - (C) there has been a breach of security or misuse of your Account(s) or Security Details; and/or
  - (D) you are involved in criminal activity, whether or not linked to your Account(s) or your relationship with the Bank.

- (d) The Bank will send you written confirmation of closure unless it has received reliable information that the last notified address is no longer current and it is unable after making reasonable efforts to trace you.
- (e) On closing your Account(s), the Bank may at its sole discretion:
  - (i) refuse to accept any more inward payments or any instructions in relation to any Services undertaken in connection with the Account(s), except such payments or instruction as are necessary to repay any amounts due and outstanding charges on the Account(s); and
  - (ii) return any remaining balance to you by cheque made payable to you and sent to the address that the Bank holds for you in its records, unless it receives reliable information that the last notified address is no longer current and it is unable after making reasonable efforts to trace you. In such circumstances, the Bank may exercise its right to sell any asset in its custody and pay the proceeds to charity in accordance with applicable regulatory requirements.
- (f) Any benefit, service or transaction reporting that the Bank provides in relation to any Account will end as soon as such Account is closed.
- (g) You must repay any money you owe to the Bank, including the amount of any Cheques, Debit Card Payments, other payment instructions you have made and any and all fees and charges which have not been taken out of your Account(s). You will be responsible for cancelling any payments or payment instructions into and out of your Account(s).
- (h) Subject to the terms and conditions of the Agreement, the Bank will not charge you a fee for arranging the closure of your Account(s). If the Bank has already charged a recurring fee for a product or Service that covers a period beyond the date of Account closure, you will be refunded in accordance with the Tariff of Charges to the extent that the Bank has not itself incurred irrecoverable related costs.

## 2.14 Complaints

- (a) The Bank is committed to providing a high standard of service to all of its existing and prospective clients. If you express any dissatisfaction with the Bank's provision of (or failure to provide) a financial service, the Bank will investigate your complaint thoroughly and handle it in a timely, clear, fair and transparent manner.
- (b) If you wish to make a complaint, you can contact the Bank in the way that is most convenient for you:

- |  |
|--|
| <ul style="list-style-type: none"> <li>By visiting the Bank's offices at 35 Portman Square, London W1H 6LR and speaking to an appropriate member of staff;</li> </ul>  |
| <ul style="list-style-type: none"> <li>By calling the Bank on +44 (0)20 7487 6500 Monday to Friday (excluding UK Bank Holidays) from 9am to 5pm - UK time<br/>If you are calling the Bank from outside the UK: +44 20 7487 6500. Calls may be monitored and recorded.</li> </ul> |
| <ul style="list-style-type: none"> <li>By contacting your Relationship Manager.</li> </ul>   |
| <ul style="list-style-type: none"> <li>By writing to the Compliance Department at: <b>Kuwait Finance House PLC</b>, 35 Portman Square, London W1H 6LR; By emailing the Compliance Department at: <a href="mailto:uk.compliance@kfh.com">uk.compliance@kfh.com</a></li> </ul>     |

If the Bank is unable to resolve your complaint to your satisfaction by the close of business on the third Business Day after it is received, the Bank will provide you with a written acknowledgement that it has received it and a copy of its leaflet entitled "Customer Complaints", which provides information as to how the Bank administers complaints, including its timeframes for responding or updating you with the progress of its investigation.

- (c) If the Bank is unable to resolve your complaint to your satisfaction, you may have the right to refer it to the Financial Ombudsman Service (FOS), provided you are an eligible complainant.
- (d) The FOS is an organisation set up by law to give consumers and certain other entities (such as small businesses) a free and independent service for resolving disputes with financial services providers. If you are not eligible to use the FOS, you should be aware that the Bank does not use any alternative dispute resolution services.
- (e) The FOS can be contacted by any one of the following methods:

By post:	The Financial Ombudsman Service Exchange Tower, London E14 9SR;
By telephone:	+44 800 023 4567 or +44 300 123 9 123 (+44 20 7964 0500 if calling from abroad) Monday to Friday (8am to 5pm UK time)
By email:	complaint.info@financial-ombudsman.org.uk
website	www.financial-ombudsman.org.uk

- (f) You may also ask the Bank to provide you with details of the Bank's complaints handling arrangements or details about the FOS in Arabic.

## 2.15 Financial Services Compensation Scheme (FSCS)

- (a) The Bank is covered by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. Current eligible deposits are protected up to £85,000 per client. Any deposits held above the limit are unlikely to be covered. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. This means that an eligible depositor is entitled to claim up to the prevailing FSCS limit. The FSCS is only available to certain types of claimants and claims, and territorial conditions also affect a depositor's eligibility to make a claim. The FSCS limit relates to the **combined** amount in all the eligible depositor's Accounts with the Bank and not to each separate Account. For joint accounts, each eligible Account Holder would be entitled to compensation up to the maximum limit of £85,000 each.
- (b) For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim), please see the Bank's website, call the Bank on +44 (0)20 7487 6500, contact your Relationship Manager or ask at the branch.
- (c) Alternatively, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on +44 20 7741 4100 or, if you are in the UK, +44 800 678 1100. Only compensation related queries should be directed to the FSCS. Different compensation arrangements exist for other types of FCA regulated activities. Details are provided in the Supplementary Service Agreements and will be provided on request.

## 2.16 Governing Law

- (a) These Terms & Conditions, the Account Application Form, the Bank Mandate, the Tariff of Charges and any Supplementary Service Agreement are governed by and construed in accordance with the laws of England and Wales. Any dispute, whether contractual or non-contractual, arising under these Terms & Conditions, the Account Application Form, the Bank Mandate and/or the Tariff of Charges shall be referred to the appropriate court in England and Wales for adjudication and for that purpose you irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- (b) As the payment and/or receipt of interest is against Sharia principles, in any court, arbitration or other dispute resolution proceedings, neither the Bank nor the Client will claim interest from the other and both parties expressly waive and reject any entitlement to recover interest from the other including but not limited to any statutory rights.

## 2.17 General

- (a) If any provision of the Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect.
- (b) The Agreement constitutes the entire agreement between you and the Bank and replaces any previous or existing agreement you had with the Bank with respect to such subject matter.
- (c) You must notify the Bank immediately if there is a change in your name, address, residency or tax residency, ownership or control structure, or of any other change in your circumstances that would change the information

that you have provided to us. Unless we agree otherwise, changes must be confirmed in writing and signed in accordance with the Bank Mandate within 30 days of the change. We will attempt to communicate with you only by use of the most recent address or other contact details that you have provided to us unless we have received reliable information that the last notified address is no longer current and after making reasonable efforts to trace you we have identified an alternative address.

- (d) You must immediately notify the Bank of all changes to Authorised Signatories, authorisation limits, or individuals appointed for call-back confirmations or cash collections.
- (e) The Bank may offer products and services other than those detailed in the Agreement, subject to separate written agreement. Any applicable charges will be detailed in that separate written agreement or provided to you in an updated Tariff of Charges.
- (f) If the Bank relaxes any of the term of the Agreement for you, that may be just a temporary measure or a special case and the Bank may enforce it strictly again at any time.
- (g) You may not transfer or assign your legal rights under the Agreement to anyone else. The Bank may transfer all or part of its rights and obligations under the Agreement to a third party it deems fit and capable of undertaking them.
- (h) A person who is not a party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.
- (i) Pursuant to the FCA Rules, the Bank has a conflicts of interest policy which sets out the types of actual or potential conflicts of interest which affect the Bank's business and provides details of how these are managed. Details of the Bank's conflicts of interest policy are available on request.

## 3. Payment Accounts and Services

This Section 3 (Payment Accounts and Services) sets out the terms covering the payment services on your Account(s). Upon request, the Bank may at its sole discretion make available the services detailed in Section 3 (Payment Accounts and Services) to you. Unless expressly stated otherwise, all references to Account(s) in this Section 3 (Payment Accounts and Services) are to payment accounts held by you with the Bank.

**Unless expressly stated otherwise, all references to Account(s) in this Section 3 (Payment Accounts and Services) are to payment accounts (Current Account(s) or Call Investment Account(s)) held by you with the Bank.**

### 3.1 Details Required to Arrange Sterling Payments in the UK to Your Account(s)

Unless stated otherwise in this Section 3 (Payment Accounts and Services) the details you need to provide to a third party in order for them to remit Sterling in the UK to your Account(s) with the Bank are the Bank's name, sort code (30-19-01), your name and your eight digit Account number. Both the Bank's sort code and your Account number can be found on your cheque book, where applicable, and on the bank statements that the Bank sends to you. For payments originating outside the UK and/or payments in currencies other than Sterling, the details are provided in Section 3.2 (Payment Services Offered in relation to Your Account(s)). Please be aware that you are responsible for any losses if you provide incorrect details to a third party and please refer to Section 2.3(k) (Acting on your Instructions) for more details.

### 3.2 Payment Services Offered in relation to Your Account(s)

(a) <b>Cash Transactions</b>	<i>This section explains how you can pay cash into, or withdraw cash from, your Account(s) and any associated restrictions or requirements.</i>
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#### (i) Paying Cash into Your Account(s)

##### How to make use of this service:

Sterling and USD cash may be paid into your Account(s) at the Bank's offices at 35 Portman Square, London, W1H 6LR, United Kingdom. The Bank may at its sole discretion accept other currencies and may place limits on the total amount of cash that may be paid into your Account(s) in a single or series of transactions over a given period. If requested, you will also be required to provide details and supporting evidence as to the source of the cash to be paid in.

You may also be able to deposit Sterling cash at the branches of other UK banks however this will be dependent on their own policies and procedures and may need to be formally arranged by the Bank on your behalf in advance.

##### When the payment will be credited/debited:

Cash deposits that the Bank has accepted and internally cleared for credit to your Account(s) will form part of your Available Balance immediately. You will be provided with a receipt by the Cashier.



Cash paid in at other UK banks will be received by the Bank as a credit through the UK clearing system and will form part of your Available Balance when received by the Bank.

#### Any restrictions or requirements:

You must tell the Bank where you obtained the cash if it asks you and it may also require documentary evidence to support this. Notwithstanding these requirements the Bank may at its sole discretion refuse to accept cash deposits of any amount into your Account(s).

For cash paid in at other UK banks, you will need a pre-printed credit book personalised for your use which is available from the Bank on request. You may be charged a fee by the other UK bank for this service.

#### (ii) Withdrawing Cash from Your Account(s)

##### How to make use of this service:

Cash can be withdrawn from your Account(s) at the Bank's office at 35 Portman Square, London, W1H 6LR, United Kingdom. You may also withdraw cash at any ATM displaying the VISA symbol using your Card.

##### When the payment will be credited/debited:

As soon as you receive the cash withdrawn from your Account(s) with the Bank at our office, your Account(s) will be debited and your Available Balance adjusted.

#### Any restrictions or requirements:

For withdrawals at the Bank's office of amounts over £5,000 (or currency equivalent) you will be required to give the Bank a minimum of three Business Days' notice and to provide the Bank with details satisfactory to the Bank in relation to the purpose for which the cash will be used.. Notwithstanding these requirements, the Bank may at its sole discretion refuse to permit cash of any amount from your Account(s).

(b) Cheque Transactions	<i>This section explains how you can pay cheques into, or issue cheques from, your Account(s) and any associated restrictions or requirements</i>
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#### (i) Paying Sterling Cheques drawn on UK Banks into Your Account(s)

##### How to make use of this service:

Sterling cheques drawn on UK banks can be paid in to your Account at the Bank's offices at 35 Portman Square, London, W1H 6LR, United Kingdom. They may be posted to the Bank at its offices if you are not able to deposit them in person. Where deposited in person, you will be provided with a receipt by the Cashier. You may also be able to pay cheques in for the credit of your Account at branches of other UK banks.

##### When the payment will be credited/debited:

Cheques drawn on the Bank by other clients of the Bank and paid in at the Bank's office during Business Hours will be credited to your Account and added to your Available Balance immediately unless the Bank is unable to process them for legal or regulatory reasons or it is not in a position to pay them. If the Bank accepts a cheque drawn on it for deposit after Business Hours it will consider it deposited, and your receipt will be dated, the following Business Day.

Cheques drawn on other UK banks paid in at the Bank's office during Business Hours will be credited to your Account as soon as reasonably practicable unless the Bank is unable to process them for legal or regulatory reasons. They will be cleared through the UK Image Clearing system. Such cheques will be cleared and included in your Available Balance on the next Business Day by 23:59.

#### Any restrictions or requirements:

Generally, you may only pay cheques into your Account that are payable to you.

If a cheque you have paid in to an Account is returned unpaid by the bank of the person who wrote the cheque, it will normally be debited to that Account by 15:00 on the next Business Day after the day of deposit. It will not be debited to an Account more than one Business Day after the day of deposit unless the Bank suspects that you are a knowing party to fraud in relation to the cheque or it has your express consent to do so. For example a cheque paid in on a Monday and returned unpaid will be debited to an Account on Tuesday and will be debited no later than 15:00, assuming there is no bank or public holiday during the period. Depending on the reason for the cheque being returned by the bank of the person who wrote the cheque, the Bank will either represent the cheque on your behalf or return the cheque to you unless it has received reliable information that the last notified address is no longer current

#### (ii) Issuing Cheques Drawn on Your Account

##### How to make use of this service:

Cheque books are issued on request at the time of opening your Account and subsequently. You must not issue a Cheque unless you have sufficient

Available Balance in your Account. If you do not have sufficient Available Balance the Bank may return any Cheques issued unpaid and it may charge you a fee in accordance with its Tariff of Charges. The Bank may at its entire discretion pay a Cheque when you do not have sufficient Available Balance.

#### When the payment will be credited/debited:

Cheques that you write and which are deposited by the payee at another bank in the UK will normally be received by the Bank through the UK Image Clearing system the next Business Day after they are deposited, however they may be debited from your Account on the day of issue, for example if the payee deposits the Cheque during Business Hours into an account held with the Bank or arranges for the Cheque to be cleared on that Business Day by special presentation. Cheques presented for payment through the UK Image Clearing system are deemed to be paid at the end of Business Hours on the day of receipt. Cheques presented by other means may be paid at any time during Business Hours.

#### Any restrictions or requirements:

You must not post-date Cheques (date them after the date that you sign and issue them to the payee). If you do the Bank may still debit the Cheque to your Account prior to the date specified on the cheque, if presented, and you will be responsible for any loss and associated costs that you may incur as a result. Cheques are normally considered out of date six months after the date of issue. The Bank will not normally, but may at its sole discretion, pay a Cheque presented for payment more than six months after its date.

When writing Cheques you must take reasonable precautions to prevent fraudulent alteration. This includes, but is not limited to, writing Cheques in black ink and ensuring you do not leave gaps when writing the payee's name and the amount in words and figures. You must never sign Cheques before you have written the payee's name and the amount on them and intend to issue them.

(c) Standing Orders	<i>This section explains how the Bank will process Standing Orders received for your Account(s) or you can set up Standing Order payments from your Account(s) and any associated restrictions or requirements.</i>
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#### (i) Standing Order Payments Received for Your Account

##### How to make use of this service:

Payments by Standing Order may be made to your Account(s) with the Bank.

##### When the payment will be credited/debited:

Standing Order payments received for your Account(s), whether from an account holder at another bank or from another account held with the Bank, will normally be credited to your Account(s) on the Business Day of receipt unless the Bank is unable to process them for legal or regulatory reasons. Standing Orders can be made by different payment methods and the timing of the credit and inclusion in your Available Balance will depend on the method of payment used. If a Standing Order payment is recalled by the remitting bank it may be debited from your Account(s) at any time on the same Business Day it is credited to your Account. However, it will not be debited from your Account(s) after the day it was credited to your Account(s) without your authority but you may still not be entitled to it.

#### Any restrictions or requirements:

None.

#### (ii) Standing Order Payments Made From Your Account

##### How to make use of this service:

You may give the Bank instructions to set up a Standing Order payment on your Account(s). Instructions to us to set up Standing Order payments must be in writing and must be received by the Bank during Business Hours not less than three Business Days prior to the first scheduled payment date. Instructions received after this time will be processed on a best efforts basis. A new Standing Order instruction must include the name and account number of the beneficiary, the sort code of the beneficiary's bank, the date of the first payment, the date of subsequent payments if different from the date of the first payment, the frequency of the payments, the amount of the payments, the number of payments or the date of the last payment and any reference number that will enable the beneficiary to identify the payment. The first and last payments may be for different amounts but all other payments must be for the same amount. You must provide the Bank with the purpose of each of the payments.

##### When the payment will be credited/debited:

Payments by Standing Order will be debited from your Account(s) on the date the payment is due and credited to the recipient on the same day. If the date on which a payment is due to be made is not a Business Day the payment will be effected on the next Business Day. If you do not have sufficient Available Balance the Bank may not effect payments due, in which case the Bank will advise you in writing on the following Business Day and will charge you a fee in accordance with its Tariff of Charges.

**Any restrictions or requirements:**

You must maintain sufficient Available Balance to cover Standing Order Payments that you have instructed the Bank to make. The Bank may at its entire discretion effect payment of a Standing Order when you do not have sufficient Available Balance. If the Bank does not effect a Standing Order payment because you do not have sufficient Available Balance, the Bank will not reschedule the payment and you will have to make alternative arrangements or separately instruct the Bank to make the payment. Subsequent payments will be made normally on the scheduled dates if you have sufficient Available Balance.

(d) <b>Direct Debits</b>	<i>This section explains how you can set up Direct Debit payments from your Account(s) and any associated restrictions or requirements</i>
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**How to make use of this service:**

In order to set up a Direct Debit you must complete an instruction form provided by the originator of the payments. The completed form will either be sent to the Bank by the originator or the instruction lodged with the Bank electronically. The instruction must be provided to the Bank during Business Hours not less than three Business Days prior to the Bank's receipt of the first claim. Instructions received after this time will be processed on a best efforts basis but may result in the Bank's refusal of the first claim. If there are any changes to the amount, date or frequency of your Direct Debit the originator will normally notify you 10 Business Days in advance of your Account being debited unless otherwise agreed between you. If you request the originator to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

**When the payment will be credited/debited:**

The payment will be debited from your account on the date you have agreed with the originator. If that date is not a Business Day, it will be debited on the next Business Day.

**Any restrictions or requirements:**

If you receive a refund you are not entitled to, you must pay it back when the originator asks you to. You must maintain sufficient Available Balance to cover Direct Debit claims on your Account. If you do not have sufficient Available Balance, the Bank may refuse claims that it receives. The Bank may at its entire discretion accept a Direct Debit when you do not have sufficient Available Balance. If the Bank does this, it will advise you in writing. If the Bank refuses a claim because you do not have a sufficient Available Balance the originator of the claim will decide whether to represent the claim at a later date or request payment from you by other means.

The Bank is a member of the Direct Debit Scheme and offers the Direct Debit Guarantee. The Direct Debit Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. If an error is made in the payment of your Direct Debit either by the originator or by the Bank, you may be entitled to a refund of the amount claimed in error. If you become aware of an error you must contact the Bank without delay. If the error is on the part of the originator you will be required to provide the Bank with the details the Bank requests in order for it to provide you with a refund and you may be required to confirm those details to the Bank in writing.

(e) <b>Wire Transfer (SWIFT) Payments</b>	<i>This section explains how Wire Transfer payments are received for your Account(s), how you can make Wire Transfer payments from your Account(s) and any associated restrictions or requirements</i>
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**(i) Payments Received for Your Account by Wire Transfer (SWIFT) or Faster Payments****How to make use of this service:**

In order to receive SWIFT Payments to your Account with the Bank it will normally be sufficient to provide the Bank's Bank Identifier Code ("**BIC**") and your International Bank Account Number ("**IBAN**") to the person who wishes to pay you, however you may sometimes be requested to provide the Bank's correspondent bank details which are available on the Bank's website, and repeated in the table below for Sterling, US Dollar and Euro. The Sterling instructions are only for remittances originating from outside the UK. For Sterling payments originating inside the UK refer to Section 3.1 (Details Required to Arrange Sterling Payments in the UK to Your Account(s)). For other currencies, the Bank will provide the details on request.

Sterling (GBP)	Beneficiary Bank	<b>Kuwait Finance House PLC</b> 35 Portman Square London W1H 6LR Swift Code: UBKLB2L Sort Code: 30-19-01
	Beneficiary Customer	Your Name and your IBAN

US Dollars (USD)	Intermediary / Correspondent Bank	JPMorgan Chase Bank NA New York Swift Code: CHASUS33
	Beneficiary Bank	<b>Kuwait Finance House PLC</b> 35 Portman Square London W1H 6LR Swift Code: UBKLB2L
	Beneficiary Customer	Your Name and your IBAN or Your Name and your Account number

Euro (EUR)	Intermediary / Correspondent Bank	HSBC France, Paris BIC: CCFRFRPP
	Account Holder Bank:	HSBC Bank, London BIC: MIDLGB22
	Beneficiary Bank	<b>Kuwait Finance House PLC</b> 35 Portman Square London W1H 6LR  BIC: UBKLB2L Account Number: 39070744 IBAN: GB25MIDL40051539070744
	Beneficiary Customer	The name of your account with <b>Kuwait Finance House PLC</b>  The number of your Euro account with <b>Kuwait Finance House PLC</b>

SWIFT payments received for your Account should be in the currency of the Account number quoted.

**When the payment will be credited/debited:**

The Bank operates an automated account crediting process for inward Swift Payments received in GBP, USD, & EUR. Accounts are auto-credited on the condition that standard industry Straight Through Processing requirements are met. These amounts are included in your Available Balance on the Business Day of receipt. Should any payments be received after normal business hours, but fail the STP requirements, these will be manually processed on the next working business day, normally reflecting the correct value date, but will not be included within your available balance until processed. The above auto process continues after the Bank's normal hours of business but terminates at 17:00 UK time.

US Dollar payments received after 17:00 will normally be credited to your Account and included in your Available Balance on the next Business Day, but normally with value of the Business Day that such payment was received by the Bank.

Other Payments not captured by the automated crediting system that are received by 15.00 will usually be processed within two hours.

**Any restrictions or requirements:**

If the Bank receives a payment in a currency that differs to that of the Account number quoted, the Bank may credit an existing Account in your name in the currency of the payment or, in the absence of such Account, convert the payment to the currency of the Account number quoted, at a rate determined by the Bank. The Bank will not be responsible for any loss due to the exchange or non-exchange of any payment received if the currency of the payment is not the same as the currency of the Account number quoted.

If a payment is received without an Account number quoted or with an incorrect Account number quoted it cannot be processed automatically which may cause a delay in your Account being credited and the Bank will only credit your Account if it can satisfy itself beyond doubt that you are the intended beneficiary of the payment. The Bank reserves the right to hold

such payments pending such enquiries as it deems necessary to determine the intended beneficiary. If after making reasonable enquiries the Bank is unable to determine the intended beneficiary to its entire satisfaction it will return the payment to the remitting bank. The Bank will not be responsible for any loss you incur.

(ii) **Payments Made From Your Account(s) by Wire Transfer (SWIFT) or Faster Payments**

**How to make use of this service:**

Instructions from you in respect of outgoing SWIFT or Faster Payments must always state the amount and the currency to be remitted, the purpose of payment and whether the Bank's charges are to be deducted from the payment amount you have specified or charged to your Account in addition to the payment amount, and must also include the following information as appropriate:

Sterling Payments to UK Banks	Bank Name and Branch Name or Address
	Sort Code
	Beneficiary Name
	Beneficiary Account Number

Euro Payments and other European Economic Area (EEA) Currency Payments to Bank Accounts in the EEA	Bank Name and Branch Name or Address
	Swift Code or BIC
	Beneficiary Name
	Beneficiary IBAN

All other Payments	Bank Name and Branch Name or Address
	Swift Code or BIC
	Beneficiary Name
	Beneficiary Account Number or IBAN

For payments to an EEA bank account the beneficiary's bank will receive the full amount the Bank remits. For payments to a non-EEA bank account this can only be guaranteed if your instruction states that all third party charges as well as the Bank's own charges are for your Account(s). If your payment instruction does not specify otherwise, the Bank's charges will be added to the payment amount and any third party charges will be deducted from the sum remitted.

The table below provides a summary of the cut-off times that apply to payment instructions received by the Bank via B2B, SWIFT or internet banking ("**Electronic Payment Instructions**") for payments to be made from your Account(s) and when they will be processed. You should refer to the provisions in the remainder of this Section 3 (Payment Accounts and Services) for further details.

Payment type	Cut-off time	When the Payment will be processed
<b>Sending money within the UK</b>		
Between accounts at <b>Kuwait Finance House PLC</b>	For Electronic Payment Instructions: 14.00.  For all payments instructed by other means: 13.00.	The Business Day on which the Bank receives your payment instruction prior to the cut-off.
To accounts at other UK banks in Sterling	For Electronic Payment Instructions: 14.00 For all payments instructed by other means: 13.00	The Business Day on which the Bank receives your payment instruction prior to the cut-off.
To accounts at other UK banks in Euro	For Electronic Payment Instructions: 11.00  For all payments instructed by other means: 10.00	The Business Day on which the Bank receives your payment instruction prior to the cut-off.
To accounts at other UK banks in US Dollars	For Electronic Payment Instructions: 14.00  For all payments instructed by other means: 13.00	The Business Day on which the Bank receives your payment instruction prior to the cut-off.

<b>Sending money outside the UK</b>		
To accounts in the EEA in Euro	For Electronic Payment Instructions: 11.00  For all payments instructed by other means: 10.00	By the end of the Business Day after the Bank receives your payment instruction, subject to any regulatory restrictions.
To accounts in the EEA in Sterling	For Electronic Payment Instructions: 14.00  For all payments instructed by other means: 13.00	The Business Day on which the Bank receives your payment instruction prior to the cut-off.
To accounts in the EEA in US Dollars	For Electronic Payment Instructions: 14.00  For all payments instructed by other means: 13.00	The Business Day on which the Bank receives your payment instruction prior to the cut-off.
To accounts outside of the EEA in other currencies	Please contact the Bank for further information	Please contact the Bank for further information
To accounts at US and International banks in US Dollars	For Electronic Payment Instructions: 14.00  For all payments instructed by other means: 13.00	The Business Day on which the Bank receives your payment instruction prior to the cut-off.

Payment instructions in the above currencies that the Bank receives on Business Days before the times stated in the table above will be processed on the day of receipt. Payment instructions received after these times will be deemed to have been received on the following Business Day. Different times and dates may apply to payments in other currencies due to different business days and different time zones. Please contact the Bank for details.

**When the payment will be credited/debited:**

For payments to an EEA bank account in Sterling, Euro or other EEA currencies, and for which no foreign currency exchange is required, the payment will usually reach the beneficiary's bank by the end of the Business Day after the date that the Bank receives the payment instruction unless public holidays in the country in which the beneficiary's account is held occur, in which case it will usually be received on the next Business Day on which the relevant EEA banks are open for business. Other payments to EEA bank accounts will usually reach the beneficiary's bank by the end of the fourth Business Day after the date that the Bank receives the payment instruction unless public holidays in the currency of the payment or the country in which the beneficiary's account is held occur, in which case it usually will be received on the next Business Day on which the relevant EEA banks are open for business.

**No Back-valuation of payments:**

The Sharia-compliant arrangements we have in place now with our correspondent banks do not permit back-valuation of payments, as this involves the payment of interest.

**Any restrictions or requirements:**

When the currency of your requested payment is not the currency of the Account you instruct the Bank to debit, the exchange rate the Bank uses will be its standard applicable rate. If you cancel an instruction for which a currency exchange has already been effected, or a payment is returned to the Bank for which a currency exchange was required and the Bank re-credits your Account, the rate used will be the rate applicable on that date of re-crediting. The Bank will not be responsible for any loss that you incur as a result of it re-crediting your Account(s).

You must not give the Bank an instruction if you do not have sufficient Available Balance. The Bank may at its entire discretion process your payment instructions when you do not have sufficient Available Balance. If the Bank does not process your payment instruction it will hold the instruction unacted.

A foreign exchange fee will be charged for this service in accordance with the relevant Tariff of Charges.

(f) <b>Payments Received for Your Account by Faster Payments</b>	<i>This section explains how Faster Payments are received for your Account(s) and any associated restrictions or requirements</i>
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#### How to make use of this service:

Faster Payments (FPS) is a UK domestic payment system which enables payments to be effected in real time. The Bank is not a member of FPS however it has made arrangements that enable it to receive and remit payments for or from your Account(s). The details you need to provide to a third party to enable them to remit Sterling to your Account by FPS are detailed in Section 3.1 (Details Required to Arrange Sterling Payments in the UK to Your Account(s)).

#### When the payment will be credited/debited:

These payments will be treated in accordance with Section 3.2(e)(i) (Payments Received for Your Account by Wire Transfer (SWIFT) or Faster Payments) (Wire Transfer (SWIFT) Payments) above with the exception that under these arrangements payments received by the Bank until 15:30 on a Business Day will be credited to your Account on that day within two hours of receipt. Payments received from some banks can be received until 17:30 on Business Days and where this is the case they will be credited to your Account on that day within two hours of receipt. Payments received after these times will be credited to your Account(s) on the following Business Day.

#### Any restrictions or requirements:

None.

(g) <b>Payments Received for Your Account via BACS</b>	<i>This section explains how BACS payments are received for your Account(s) and any associated restrictions or requirements</i>
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#### How to make use of this service:

BACS is a UK domestic payment system, which can be used to receive payments for your Account(s). The details you need to provide to a third party to enable them to remit Sterling to your Account by BACS are details in Section 3.1 (Details Required to Arrange Sterling Payments in the UK to Your Account(s)).

#### When the payment will be credited/debited:

BACS payments received by the Bank for your Account(s) will be credited to your Account(s) on the day of receipt, usually before the start of Business Hours.

#### Any restrictions or requirements:

If a BACS payment is recalled by the remitting bank it may be debited to your Account(s) at any time on the day it is credited to your Account(s). It will not be debited to your Account(s) after the day it was credited to your Account(s) without your authority however you may still not be entitled to it.

- (h) **Cards** This section explains the terms and conditions regarding Cards issued in relation to your Account(s), how to make payments and any restrictions or requirements

If you hold a Sterling Current Account, you may apply for a Card by completing an application form. The Card enables you to make Debit Card Payments. You may at your discretion allow one or more representatives to be issued with a Card, as detailed in the Application Form completed for each such representative (each a **"Representative"**), to use the Card along with its relevant PIN code. You will at all times be liable for all use of Cards by your Representative(s). Each Card issued to a Representative is for the sole use of that Representative and is not transferable. No other person shall be considered as a Representative unless accepted as such by the Bank following approval of a completed application form for that Representative, in accordance with these Terms & Conditions. You must notify the Bank immediately in the event that you withdraw authorisation for a person to continue as a Representative.

Additional terms and conditions apply to Cards and these are set out in Section 3.3 (Additional Terms and Conditions regarding Cards and Debit Card Payments) below.

Your Representative(s) may use the Card or Card number to make Debit Card Payments with Merchants who accept the Card. The Bank is not responsible if any Merchant, bank, ATM, or other machine does not accept your Card. You may also use the Card to withdraw cash in accordance with Section 3.2(a)(ii) (Withdrawing Cash from Your Account(s)) above.

Any Debit Card Payment shall be deemed made by you or your Representative(s) and will be treated as such for the purpose of these Terms & Conditions, unless and until the date a notice of card theft, loss or hack has been notified to the Bank, in accordance with the reporting procedure of the Bank.

You will indemnify the Bank on demand against any losses, actual costs or expenses incurred by the Bank from any unauthorised use of the Card or its PIN.

The Bank offers the Visa Secure service, which is subject to the relevant provisions in these Terms & Conditions relating to Security Details and also to additional terms and conditions. In order to make purchases on-line from Merchants that participate in Visa Secure, you will need to register with the Bank for the service first. The Bank will provide you with details of how you can do this and the additional terms and conditions when you apply for a Card. You can also find the additional terms and conditions on the Bank's website and you can ask the Bank for them at any time during Business Hours. If you do not register for the Visa Secure service, you will only be able to transact on-line with Merchants that do not participate in Visa Secure.

#### When the payment will be credited/debited:

The Bank will deduct the amount of each Debit Card Payment from the relevant Account.

A Merchant may contact the Bank, or an agent acting for the Bank, for the Bank's confirmation (an **"authorisation"**) that the Bank will pay a proposed Debit Card Payment. If the Bank gives its authorisation, the Debit Card Payment will immediately reduce your Available Balance, even though the Bank has not deducted the amount from your Account(s). The Bank will deduct the amount of most Debit Card Payments from your Account(s) within a few days of the date on which you make the Debit Card Payment. However, the timing will be dependent on when the Merchant submits the transaction to its bank for processing. If the amount of the authorisation is greater than the amount of the Debit Card Payment the Merchant submits, the Bank will as soon as reasonably practicable increase your Available Balance by the unused portion of the authorisation. If the Bank does not receive the Debit Card Payment within 7 days of the date of authorisation, the Bank will cancel the authorisation record from your Account(s) and increase your Available Balance by the amount of the authorisation. However, if the Bank receives a Debit Card Payment more than 7 days after the authorisation date, the Bank will still deduct the amount from your Account(s).

If a Merchant is required to refund a Debit Card Payment, the Bank will only credit your Account(s) with the amount of the refund when the Bank receives confirmation from the Merchant.

#### Any restrictions or requirements

The Bank will detail Debit Card Payments on your Monthly Statement. The Bank will not normally provide you with separate written confirmation of each Debit Card Payment.

The Bank will apply limits to the number and value of transactions that the Bank will authorise for your Card(s) during any given period of time. For security and fraud prevention purposes, the Bank does not publish these limits, but the Bank will inform you of them if you contact the Bank. If, on an exceptional basis, you permit your Representative to carry out a Debit Card Payment in excess of the limit the Bank has applied to the relevant Card, you must contact the Bank and the Bank may make arrangements for such Debit Card Payment to be authorised.

You may cancel a Card at any time without notice by giving the Bank instructions in writing. If you do this, you must destroy the relevant Card issued for your Account, by cutting it into at least four pieces across both the silver chip on the front of the Card and the black magnetic strip on the back of the Card. You must also return all the pieces to the Bank. Without prejudice to the Bank's rights under Section 2.13(c) (Closing Your Account(s)), the Bank may cancel the Cards issued on your Account(s) by giving you at least two months' notice. If you or any of your Representatives breach these Terms & Conditions by misusing the Card, the Bank may refuse to provide you with any renewal or replacement Card(s). The Bank may do this at any time without previous notice, but the Bank will confirm its actions in writing. If you or the Bank cancel your Card(s), the Bank is entitled to continue to deduct from your Account(s) the amounts of any Debit Card Payment that you or your Representatives have authorised. You must also repay any amount due on the Account(s), together with any charges until you have repaid these in full.

You are responsible to ensure that each Card is utilised for transactions which are not contrary, offensive or repugnant to the principles of the Islamic Sharia (i.e. certain purchases of goods or services such as alcohol, dealing in pork and pork related products, gambling, pornography or other illegal activities, are prohibited under the principles of the Islamic Sharia).

### 3.3 Additional Terms and Conditions regarding Cards and Debit Card Payments

#### (a) Safeguarding the Card

When your Representatives receive the Card, the Representative must immediately sign the signature strip on the back in black ball point pen. If your Representative has collected the Card from the Bank, the Card will be activated as soon as reasonably practicable and your Representative can start using it straight away. If the Bank posts a Card to your Representative, they will need to complete certain steps to activate the Card. The details for how to do this will be set out in the letter accompanying the Card. The



Card is only valid for the period shown on it. Your Representative(s) must not use the Card outside that period. If the Card expires or is lost or stolen, the Bank may provide your Representative with a new Card. You and your Representatives must not allow any other person to use the Card or the Card number and you and your Representative(s) must always keep them safe. Cards must never be kept with the relevant PIN.

**(b) The PIN**

When your Representative receives their PIN, they should memorise the number and then destroy the slip on which the PIN is printed. Your Representative may change the PIN number at any time at the ATM at the Bank's premises at 35 Portman Square, London W1H 6LR, or at any Kuwait Finance House ATM. Your Representative must keep the PIN secret. Your Representative must not let anyone else know it or use it. If your Representative writes down or records the PIN, they must ensure that it is stored in a way that is secret and secure. They must not write the PIN on the Card or on anything kept with the Card. If they forget their PIN, they can ask the Bank to issue them with a reminder of the number. The PIN must only be used for a Card Present Transaction where they are able to input the PIN directly to a Merchant terminal or for an ATM Transaction where they are required to input the PIN to the keypad of the ATM. They must never use their PIN for a Card Not Present Transaction.

The Bank will never ask Representatives to reveal their PIN.

For ATM transactions, Representatives will be required to input their PIN to the ATM keypad. For Card Present Transactions, they will usually be required to input their PIN to the Merchant card terminal or to sign a sales slip. For Card Not Present Transactions they will not be required to use their PIN or to sign a sales slip.

**(c) Consent / Instruction to Transact**

When your Representatives use their PIN in conjunction with their Card, provide their signature to a Merchant, use any contactless functionality of the Card, or otherwise provide Card details (for example over the telephone or the internet), the Bank will treat this as your irrevocable consent to the transaction concerned. Once your Representatives have used the Card for a Debit Card Payment, the Debit Card Payment cannot be stopped. The Bank will deduct the amount of any Debit Card Payment from your Account(s). There may be some circumstances in which the Bank can obtain a refund for you. This will depend on the circumstances. In each case, you should contact the Bank and provide the details of the transaction to allow the Bank to assist you.

**(d) Data Protection and Collection**

If your Representatives use their Card abroad it will involve third parties who may not be subject to the Data Protection Laws or its equivalent. To the extent that the Bank processes their personal information, the Bank will comply with the Data Protection Laws as set out in Section 2.7 (Use of your data, Confidentiality and Record Keeping).

**(e) Currency, Law and Jurisdiction**

All Debit Card Payments made with the Card outside the UK constitute a payment by the Bank to the country where the Debit Card Payment took place. As a result, any Debit Card Payments made may be subject not only to the laws and regulations of the UK but also to the laws and regulations of the country in which the Debit Card Payment is requested. Therefore, Debit Card Payments made outside the UK will be in a currency determined by the Merchant or ATM operator with whom the Debit Card Payment is being made. If the currency of the payment being made is different to the currency of your Account, the Bank will debit your Account(s) with the equivalent in the currency of your Account. If Debit Card Payments are made outside the UK the payments will also be subject to any exchange controls, regulations or limitations in the country in which the Debit Card Payment is made.

**3.4 Payment requiring a Conversion into a Foreign Currency**

With the exception of Debit Card Payments, where any payment requires a conversion by the Bank into a foreign currency, the Bank will use its standard applicable rate on the date of the payment. The Bank will only convert a payment into a foreign currency at your request or in accordance with these Terms & Conditions. If you want to know the standard applicable rate that will be used on a transaction, you can contact the Bank to obtain the standard applicable rate. For Debit Card Payments, the Bank will use the standard exchange rates used by Visa plus a percentage specified in the Tariff of Charges (or, in the absence of a Tariff of Charges, 1%).

**3.5 Foreign Currency Payments**

Except as detailed in this section, you may not make or receive payments in relation to your Account(s) in a currency other than that of the Account(s). In exceptional circumstances, the Bank may agree for you to receive cheque payments and make and receive cash payments in relation to your Account(s) in a currency different to the currency of your Account(s). The terms applicable to such payments are below:

**(a) Cash Deposits and Withdrawals in Foreign Currency**

In exceptional circumstances, the Bank may agree for you to make foreign currency cash deposits. This, if permitted by the Bank, will incur a fee as

detailed in the Bank's Tariff of Charges and will be converted at the cash rate of exchange applicable on the day if paid into an Account in a currency other than that of the cash deposited. The Cashier will advise you of the rate before initiating the transaction. Deposits of foreign currency cash will usually require three Business Days' notice.

In exceptional circumstances, the Bank may agree for you to make foreign currency cash withdrawals. This, if permitted by the Bank, will incur a fee as detailed in the Bank's Tariff of Charges and will be converted at the cash rate of exchange applicable on the day if withdrawn from an Account in a currency other than that of the cash withdrawn. The Cashier will advise you of the rate before initiating the transaction. Withdrawals of foreign currency cash will usually require three Business Days' notice.

**(b) Foreign Currency and Non-UK Cheques**

Acceptance of any foreign currency or cheque that cannot be cleared in the UK cheque clearing system is entirely at the Bank's discretion. If accepted, fees and courier charges will be applied to the Account(s) prior to receipt of cleared proceeds.

Such cheques can only be deposited for collection at the Bank's offices at 35 Portman Square,

London, W1H 6LR, United Kingdom. They may be delivered by tracked courier to the Bank if you are not able to deposit them in person. You must provide the Bank with your Account number to which the cheque proceeds are to be deposited at the time you deposit or send the cheques. If the currency of the cheque deposited is not the currency of the Account you have asked the Bank to credit, the Bank will on completion of clearing convert the proceeds to the currency of the Account to be credited. If the Bank converts the proceeds, the rate used will be its standard applicable rate and the Bank will charge you a foreign exchange fee in accordance with the Tariff of Charges. If the Bank is unable to receive the currency of the cheque, it will instruct the bank on which the cheque is drawn to convert the proceeds to the currency of the Account you have asked the Bank to credit. In this case the exchange rate will be beyond the Bank's control. If you contact the Bank prior to or at the time of deposit during Business Hours, the Bank will inform you, based on the details of the cheque/s to be collected, of the method of collection it will use and whether it can receive the proceeds in the currency of the cheque. The Bank will inform you if it declines to accept a cheque for collection. If the Bank accepts cheques for collection, it will procure payment by such method as it determines to be most appropriate in the circumstances based on the amount, the drawee bank and the jurisdiction. This may be by direct presentation to the drawee bank or via a correspondent bank. The Bank will credit your Account with the collection proceeds on the Business Day that it receives confirmation of receipt of payment and if the value date of receipt of the proceeds is earlier than the date of confirmation, such earlier value date will be used when crediting your Account. The Bank may charge you a fee for this service in accordance with its Tariff of Charges. The drawee bank may deduct a fee or commission before remitting the proceeds to the Bank or may charge a fee that is payable up-front and that is not refundable if the cheque is not paid. They may also refuse payment and require a fee to be paid to cover their costs in returning the unpaid cheque to the Bank. In depositing cheques for collection you acknowledge and agree that you are liable for all fees, charges and commissions payable in respect of the transaction and agree that the Bank may debit your Account accordingly for any such costs not already deducted by the drawee bank. You also acknowledge that in other jurisdictions different settlement, legal and regulatory requirements and practices may apply. In particular in some jurisdictions cheques may be returned unpaid and proceeds reclaimed from the collecting bank after the proceeds have been received. In such cases the Bank will debit your Account. You acknowledge and agree that the Bank is not liable for the loss of any cheque or any consequential loss arising from that loss that is outside the Bank's direct control, including losses arising through the use of the UK or overseas postal systems.

**(c) Debit Card Payments in a Foreign Currency**

Your Representatives may make Debit Card Payments in a currency other than Sterling. When they do this the payment will be converted into Sterling in accordance with Section 3.4 (Payment requiring a Conversion into a Foreign Currency). The Bank will deduct the amount of a Debit Card Payment from your Account(s) on the date that they are presented to the Bank by Visa. If a Merchant or ATM operator gives your Representative the option to be billed in Sterling for a Debit Card Payment in a foreign currency, this means that the Merchant or ATM operator will complete the exchange at the point of sale and neither Visa nor the Bank will carry out a further currency exchange.

**(d) Cancelling or stopping payments**

For each payment service, the Bank has detailed the terms for cancelling or stopping a payment and will charge a fee in accordance with the Tariff of Charges:

**(i) Cancelling Immediate Payments (by Cash or Card)**

As these payments are processed immediately, the Bank cannot cancel or stop these payments once the Bank has received the instruction.

**(ii) Cancelling a Cheque**

You may ask the Bank to stop a Cheque you have issued and the Bank will act upon that request if it has not already paid it. Cheques that are presented at the Bank's counter or by Special Presentation may be paid at any time during Business Hours. In some circumstances the Bank may be unable immediately to confirm that it is able to accept your instructions. Cheques that are received in the UK daily clearing are deemed to be paid at 13:30 on the day of presentation and you may request a cheque to be stopped until 30 minutes before this time. You should be aware that you may not issue a Cheque knowing that you will ask the Bank to stop it and that anyone holding a Cheque issued by you or on your behalf may be entitled to enforce payment against you despite our acceptance of the stop payment order. You may be charged a fee to stop a cheque. Please refer to the Bank's Tariff of Charges for further details.

**(iii) Cancelling Standing Orders**

You may amend or cancel a Standing Order at any time but you must ensure that the Bank receives your instructions during Business Hours not less than three Business Days before the first payment to be cancelled. If you write to the Bank to cancel a standing order, you must provide the Bank with the name of the beneficiary, and if you have more than one payment to the same beneficiary the amount, frequency and any reference associated with the payment to be cancelled.

**(iv) Cancelling Direct Debits**

You may cancel a Direct Debit at any time by contacting the Bank or ensuring that the Bank has your instructions during Business Hours on the day before the first claim that you want the Bank to reject is due to be debited from your Account. If you write to the Bank to instruct it to cancel a Direct Debit, you must provide the Bank with the name of the originator and if you have more than one mandate or arrangement with the same originator, the reference number of the one to be cancelled. You must also notify the originator.

**(v) Cancelling a Wire Transfer**

You may request the Bank to cancel payment instructions that you have already given it. Cancellation can only be guaranteed for payments to an EEA bank account in Sterling, Euro or other EEA currencies, and to a US bank account in US Dollars when the Bank receives your cancellation instructions during Business Hours on the Business Day before the date you have requested the Bank to make the payment or that it processes the payment. After this time, cancellation will be on a best efforts basis and may require the agreement of the beneficiary. For all other payments cancellation of your payment instructions is on a best efforts basis. If you ask the Bank to cancel or recall a payment it may at its discretion charge you a fee and it will pass on to you any external actual costs that it incurs.

**(vi) Cancelling Card Payments**

If you inform the Bank that you would like to cancel any Continuous Payment Authorities set up on your Representatives' Cards, the Bank will cancel them for you. The Bank suggests that you also contact the recipient of such Continuous Payment Authorities to let them know that you have cancelled the payments.

**3.6 Protecting Card, Cheque Book or Security Details**

Card, cheque book and Security Details must be kept safe at all times. You or your Representative should notify the Bank immediately by telephone as soon as possible if you or your Representative believes that any Card, cheque book or Security Details have been lost, misused or stolen or if the Security Details have become known by another person. Failure to notify the Bank immediately of any such loss or theft may affect your rights under the remaining provisions of this Section 3 (Payment Accounts and Services). In the event of such notification, the Bank will take steps as soon as reasonably practicable to prevent the Card, cheque book or Security Details from being misused. This may result in the Bank cancelling the cheque book or blocking the Card.

To notify the Bank about issues with cheque books, Cards or Security details, you may telephone the Bank during Business Hours via the Bank's main telephone number +44 (0)20 7487 6500 or dial direct your Relationship Manager or other regular contact

**For issues with your Card only, you may also telephone the Bank outside Business Hours, or if you are unable to get a reply during Business Hours, via the Bank's alternative telephone number +44 (0)20 7487 6679.** Please give the Bank as many details as possible about the loss, misuse or theft of your Card, cheque book or Security Details and if possible please quote your Account number. Please also let us know where the Bank can contact you should it need any additional information. Any oral advice to the Bank concerning the loss, misuse or theft must be confirmed by you in writing as soon as possible if the Bank requests it.

If the Bank thinks that there is actual or suspected fraud or a security threat in relation to your Account(s), Cards, cheque books or Security Details, it may contact you by phone, text message, email or by post, where these have been provided. The method that the Bank uses to contact you will depend upon the circumstances at the time.

**3.7 Blocking Payment Services**

The Bank may block your Cards, cheque books or Security Details from being used on reasonable grounds related to the Bank's legal or regulatory obligations, its security, suspected unauthorised or fraudulent use or its on-going misuse (for example where your Representatives continually use or try to use the Card when you do not have sufficient Available Balance for the transactions they are attempting). The Bank will attempt to contact you beforehand and if for any reason it cannot do so it will inform you as soon as reasonably practicable afterwards providing this would not compromise reasonable security measures, or be unlawful for it to do so. Having taken such action, the Bank will unblock the cheque book, Cards or Security Details as soon as practicable if the Bank determines that the reasons for blocking cease to apply.

**3.8 Notification of and Responsibility for Incorrect or Fraudulent Transactions**

You must notify the Bank without undue delay and, if requested by the Bank, provide confirmation in writing, of any transactions that you believe are unauthorised or may be fraudulent or that you do not recognise or that are incorrect. If you do not notify the Bank promptly and in any event within 13 months of the date on which the transaction was debited from your Account, the Bank may be unable to correct any errors and you will not be entitled to reimbursement in respect of any fraudulent or unauthorised transactions. Subject to your timely notification, if an incorrect entry is identified on your Account the Bank will correct it as soon as possible after you tell the Bank or the Bank becomes aware of it. This will normally be the same day for items identified or notified to the Bank during Business Hours or the following Business Day for items identified or notified after Business Hours. The Bank will notify you in writing of any corrections to transactions that it has processed.

**3.9 Liability for Unauthorised Transactions and Incorrect Payments**

Please refer to Section 2.3 (Acting on your Instructions) for details of who is liable for unauthorised transactions and incorrect payments on your Account(s).

**3.10 Special Conditions Relating to Non-GBP Accounts**

- (a) Your Relationship Manager will confirm if you may open non-GBP accounts with the Bank. Payments to and from these non-GBP Accounts can usually only be received and effected by electronic payment and the transmission of such payments may be subject to local practices (including different business days and business hours) and laws in the principal financial centre of that currency.
- (b) You may also deposit or withdraw GBP, USD or other pre-agreed currencies in cash, subject to Section 3.2 (Payment Services Offered in relation to Your Account(s)).
- (c) You are responsible for any exchange rate risk associated with Account balances. You will be responsible for any actual costs incurred by the Bank in obtaining repayment of overdrawn balances.

**3.11 Residential Property Payments**

- (a) A Residential Property Payment (RPP) service is offered by the Bank, primarily to non-UK resident Account holders who own UK properties, as a means of ensuring that property related bills are paid whilst they are not in the UK. Use of the RPP service is subject to receipt by the Bank of a completed RPP mandate incorporating additional terms and conditions. These Terms & Conditions, together with the additional terms and conditions of the Supplementary Service Agreement incorporated with the RPP mandate, collectively comprise the framework contract (the **"Framework Contract"**) between you and the Bank in respect of the RPP service. The Bank charges a fee in accordance with its Tariff of Charges for this service.
- (b) Payments made by the Bank in settlement of RPP bills that have been sent to it under the terms of the RPP mandate may be effected by the Bank in the manner it deems most appropriate, including by cheque or electronic transfer. The Bank will send you a confirmation of each payment made with a copy of the associated bill.
- (c) You must maintain sufficient Available Balance to cover the bills that the Bank is instructed to pay under the mandate that you provide to it. If you do not have sufficient Available Balance the Bank may refuse to make payments. If the Bank does this it will advise you in writing and may charge you a fee in accordance with its Tariff of Charges. In the case of repeated failure to maintain sufficient Available Balance the Bank reserves the right to withdraw the service subject to providing you with two months' notice.
- (d) If you wish to cancel the contract for this service you may do so at any time by providing written notice to the Bank. Any cancellation fee may be charged in accordance with the Tariff of Charges.

### 3.12 Operation of the Account(s)

- (a) Other than as detailed in this Section 3 (Payment Accounts and Services), if the Bank receives instructions or a credit to your Account(s) during Business Hours on any Business Day, the Bank will make best efforts to process them on that day or on the date specified (provided such date is a Business Day) in your instructions. Instructions and credits received after the end of Business Hours may be processed on the next Business Day.
- (b) You must always ensure that you have a sufficient Available Balance by the end of the Business Day before the day on which:
  - (i) Cheques you have issued are presented for payment;
  - (ii) Standing Orders and Direct Debits are due to be paid;
  - (iii) You make a Debit Card Payment;
  - (iv) you request the Bank to make payments by any electronic means (including by SWIFT) or by telephone; and
  - (v) any other transactions are due to take place, including the application of any charges.
- (c) In deciding whether you have an Available Balance in your Account(s) to cover a transaction, the Bank takes account of any of the following which may apply to your Account: any authorised Debit Card Payments, any Cheques the Bank is treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your Account(s). The Bank does not have to take account of regular credits or any amounts received after it has decided not to make the payment.
- (d) If there is no or insufficient Available Balance in your Account(s) to cover transactions before the end of Business Hours on the Business Day before the day on which these transactions are due to take place, payment of some or all of the transactions may be refused. If the Bank refuses any transaction it will write on the Business Day following refusal to notify you unless it considers it is unable to do so for legal or regulatory reasons. The Bank's charges for notification of refusal are detailed in its Tariff of Charges.

## 4. General Banking Services: Accounts

With regard to each of the following general banking services, the terms of any Supplementary Service Agreement for any such Service shall, if applicable, apply in addition to those set out below and shall take precedence to the extent of any conflict.

These Terms & Conditions apply to any Account opened in accordance with these Terms & Conditions and to any other Account opened with the Bank by you. The Bank may require that a specific Account is opened by you in order to make available a particular Service. Subject to the Bank's right to combine and consolidate Accounts, each Account may be subject to different eligibility criteria and conditions. As a result, you may be required to meet certain obligations (such as minimum balance requirements or margin calls on one Account despite the availability of a credit balance on another Account).

The Bank may require you to maintain a minimum balance in any Account as may be determined by the Bank and notified to you from time to time. The amount of, and method of calculation of, such minimum balance shall be determined by the Bank and may vary depending on the type of Account, which details shall be notified to you. The Bank may impose a fee or otherwise decline to process any instruction if you do not meet such minimum balance requirement.

### 4.1 Call Investment Accounts

- (a) A Call Investment Account is an investment account offered on the basis of Wakala. A Call Account is a deposit Account into which deposits are permitted and from which withdrawals are permitted.
- (b) A Call Investment Account is available in Sterling, US Dollars, Euro and Kuwaiti Dinars, or any other currency as may be acceptable to the Bank from time to time. Please contact the Bank if you require a Call Investment Account in any other currency. Section 2.8 (Statements and Other Notices) provides information about statements.
- (c) Acting as an investment agent (Wakil), the Bank will invest the funds maintained in the Call Account calculated on the basis of the daily balance in the account. The Bank may, at its sole discretion, (i) determine the methods, means and areas of investment, which have already been reviewed and approved by the Bank's Board of Directors and Sharia Supervisory Board, and (ii) allocate such part of the funds as it may determine in its sole discretion to securitized assets.
- (d) The Bank, in its capacity as an investment agent (Wakil), and you, in the capacity of the investor (Muwakil), will agree to the expected profit generated from the account. The Bank retains its absolute right to amend the profit rate of the Call Investment Account and such changes will be effective on the expiry of the notice of such changes given to you in accordance with Section 2.11 (Changing the terms of the Agreement).
- (e) If the actual profit is equal to or exceeds the anticipated profit, the Bank shall pay to you an amount equal to the investment amount plus the

anticipated profit. You agree to forfeit the remainder of the actual profit to the Bank as a performance incentive.

- (f) The Customer authorises the Bank to reinvest the accrued profits after the Bank has credited such accrued profits to the Call Investment Account.

### 4.2 Current Accounts

- (a) The credit balance in the Current Account is on the principle of Qard Hasan and the Bank undertakes to pay on demand the credit balance in current account in full and the account holder does not share the investment profit or bear any risk of loss. These are subject to the minimum balance requirements set by the Bank from time to time.
- (b) The Bank undertakes to pay on demand the credit balance in such current account in full and you do not share the investment profit or bear any risk of loss. These Accounts are subject to the minimum balance requirements set by the Bank from time to time.
- (c) You shall have the right to draw cheques on your current account. Your signature on the cheques should match the approved specimen signature(s).
- (d) Photocopies or electronic scans of cheques shall be considered identical in all respects to the original cheques and shall constitute conclusive proof of payment by the Bank. In case the original cheque is stolen, lost or mutilated, the photocopy or electronic scan thereof shall be construed as original. The Bank shall not be held liable and will be absolved from any and all liabilities deemed from loss of the original cheque from any cause beyond its control.
- (e) You and the Bank shall have the right to close the account and to request settlement thereof in accordance with these Terms & Conditions. The Bank, at its sole discretion, shall close the account pursuant to clause 2.13(c) (Closing your Account(s)) if the balance in the account falls below the minimum amount determined by the Bank from time to time or if there be no transactions initiated by you in the Account for a period of one (1) year continuously.
- (f) The Bank is authorised to debit and charge to the Account all cheques or orders signed in accordance with the current signing instructions whether such account be in credit or overdraft or may become overdrawn in consequence of such debit or charged without prejudice to the right of the Bank to refuse to allow any overdraft without collecting additional profit.
- (g) The Bank shall not accept stop payment orders unless in the event of loss of the cheque or bankruptcy of its holder. You should notify the Bank in writing in such circumstance in accordance with these Terms & Conditions.

### 4.3 Fixed Deposit Account

- (a) A Fixed Investment Deposit Account is operated on the basis of the principles of Wakala or as may otherwise be agreed with the Customer from time to time.
- (b) Upon operating a Fixed Investment Deposit Account on the principles of Wakala, the Bank shall receive deposits specifically for investment in its capacity as an agent in accordance with the Bank's Wakala Master Agreement template that is posted on the Bank's website (the "**Wakala Master Agreement**") and your instructions by way of signing a Wakala Account Opening Application Form (the "**Application Form**"). In connection with a Wakala Investment Account, you shall deposit an amount with the Bank to invest it and appoint the Bank as an agent for the purposes of investing in the general investment pool.
- (c) The Bank shall:
  - (i) choose the investment in the general investment pool of the Bank and shall be responsible for taking all actions it deems necessary in the interest of the principal.
  - (ii) bear all actual losses, damages, and responsibilities towards third parties resulting from its default, negligence, mistakes, and for reasons attributed to the Bank.
  - (iii) perform and fulfil its obligations under this clause as if it acts for its own account, and take all the necessary procedures to safeguard the rights and your interests and refrain from doing any act inconsistent with its obligations herein.
  - (iv) adhere to the provisions of the agency and this clause, as well as ensure that such investments comply with the principles of Sharia.
- (d) You hereby declare that you are aware that the Bank is a trustee who does not guarantee the expected profit, except in case of violation of its permitted authority or negligence in when taking an investment decision or violating the provisions of the agency, or the provisions of this clause.
- (e) If the actual profit exceeds the expected profit of the deposit subject of investment, the Bank will retain the difference as an incentive.
- (f) The Bank may appoint sub-agents pursuant to the provision of this clause, and the Bank declares that its relationship with its sub-agents shall not create any rights or obligations towards the Bank where by such rights, restrictions and authorities exceed the limits of the agency.
- (g) The term of the agency commences from the date on which the Application Form is signed by the parties, and it shall be renewed for further similar

period(s) with a maximum period of one (1) year unless either party notifies the other party of its intention not to renew the Agreement by giving notice in writing thirty (30) days before the expiry of the original or renewed period. In addition, you may not withdraw the amount of the deposit prior to its maturity and if the Bank approves the withdrawal of such amount before its maturity date, the parties have agreed to a settlement whereby each of them absolves the other of liability. Accordingly, you are not advised to demand the calculation of any profit on the investment amount, and the Bank reserves its right to deduct all direct and indirect expenses and fees incurred by the Bank during the investment.

5. Rules and Principles of Islamic Sharia, and the authority of the Sharia Supervisory Board
- (a) The Bank will at all times operate each Account in accordance with the rulings and guidance given by our Sharia Supervisory Board. You and the

Bank agree to be bound by the rules of the Sharia Supervisory Board with respect to all matters relating to the interpretation and application of Sharia to the relevant Account as required by the Bank's constitutional documents. You hereby acknowledge that all terms and conditions relating to your relationship and transactions with the Bank shall at all times adhere to the principles of Sharia, which shall be determined by the Sharia Supervisory Board from time to time. You may wish to consult your own Sharia advisers in deciding whether the Agreement is right for you.

- (b) All amounts held in the Accounts the Bank maintains on behalf of you are held in strict conformity with the rules of Sharia as determined by our Sharia Supervisory Board. Unlike conventional interest-bearing accounts, the Bank does not pay interest on the account nor does it use your money for prohibited interest lending. The Bank may place the money you deposit in your Account(s) in Sharia compliant investments.