

## 1. Introduction

### 1.1 Application

These individual 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 individuals. These **Terms & Conditions** are not applicable to corporate clients (“**Corporate 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 Corporate Clients and to its Government Entity 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.

You should read these **Terms & Conditions** carefully and keep them for future reference. They contain 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 Tariff of Charges and any other applicable supplementary documents, make up the agreement between you and the Bank. By signing the Account Application Form, 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 Section 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** that the Bank provided 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 abovementioned 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. You can check the Bank's regulated status using the Financial Services Register. You can access the Financial Services Register via the FCA website ([www.fca.org.uk](http://www.fca.org.uk)). Alternatively, you can contact 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 for you 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

The structure of these **Terms & Conditions** is 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 the **Services** provided under these **Terms & Conditions**.

**Section 3 Payment Accounts and Services** – Sets out the terms and conditions for the Bank's payment services.

**Section 4 General Banking Services: Accounts and Deposits** – Sets out the terms and conditions for the Bank's Account(s) products and services.

**Section 5 Rules and Principles of Islamic Sharia, and the authorisation of the Sharia Supervisory Board** – 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 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 the Bank provides in your name and 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 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.

**“Authorised Third Party”**: a person you have identified in the Account Application Form, or otherwise in writing, as being authorised by you to give instructions to the Bank on your behalf.

**“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.

**“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: Accounts).

**“Card”:** A debit card that the Bank provides you 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.

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

**“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.

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

**“FCA Rules”:** has the meaning given to this term in the FCA Handbook.

**“Framework Contract”:** This has the meaning given to this term in Section 3.11(a) (Residential Property Payments).

**“FSCS”:** The Financial Services Compensation Scheme, which is the UK’s Deposit Protection Scheme.

**“Group”:** Ahli United Bank B.S.C. (closed), its subsidiaries (including the Bank), associated and affiliated companies and their branches.

**“Joint Account”:** An Account that is held by two or more individuals.

**“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.

**“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: Accounts).

**“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 your 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 Sharia Supervisory 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 Sharia Supervisory Board is made up of Islamic scholars. You can find out more information about members of the Sharia Supervisory Board on the Bank’s website.

**“Special Presentation”:** The process for finding out the Bank’s decision on a presented cheque. This will not affect the cheque clearing process or how quickly the funds are made available. Special Presentation allows you to know, with certainty, whether a cheque will clear or not.

**“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 you and the Bank in relation to particular products or services that may be provided by the Bank from time to time.

**“Tariff of Charges”:** A separate document that lists the Bank’s standard charges and fees, as amended from time to time, including the Bank’s actual cost for the any unauthorized overdraft rate. 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 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 individual(s) in whose name(s) the Bank opens an Account or for whom the Bank provides Services.

You should read the words “include(s)” and “including” as being by way of illustration or emphasis only and not limiting the generality of the preceding words.

The headings in this document are for convenience only. The headings do not affect how you should interpret each provision. Unless it would be inconsistent to do so, you should read the words and phrases so the singular includes the plural and the plural includes the singular.

If the Bank refers to a law or regulation in these Terms & Conditions the reference will be to that law or regulation as amended, replaced or updated from time-to-time.

If these Terms & Conditions say that something must be “in writing”, then it must be in legible form and in English and it must be capable of being reproduced on paper, irrespective of the medium used. This means that “in writing” will include electronic mail.

The Bank can make decisions, take actions, and ask you to do things under these Terms & Conditions. The Bank will act reasonably and will use its sole discretion each time it decides something, takes an action or asks you to do something.

## 2. Terms and Conditions Applicable to All Services

### 2.1 Availability of the Services

- (a) You can request the Services by completing the Account Application Form. If the Bank agrees to provide the Services to you, the Bank will do so once you have completed the Account Application Form, 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) If the Bank has agreed to provide Services to you, the Bank will open an Account for you in connection with your completed Account Application Form. The Bank will undertake such enquiries it considers necessary to comply with its legal and regulatory responsibilities. The Bank may decline to accept your 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. The Bank will not reimburse you for any actual costs or losses you incur during the application process (unless otherwise communicated by the Bank to you in writing).
- (c) You must maintain the Account with the Bank at all times while you are using the Services.
- (d) Subject to the terms of any relevant Supplementary Service Agreement, or unless you and the Bank agree something different, all the Services will

be uncommitted. This means that the Bank may withdraw any Service or require you to repay any amount due under a Service at any time. The continued availability of any Service will be subject to the Bank's consent, and to you satisfying such conditions as the Bank may require. Each time you request or use any Service, you confirm that (i) you are the legal and beneficial owner of, or are authorised to deal with, the funds and assets in the relevant Account(s) and (ii) all information the Bank holds about you is accurate and up to date.

- (e) You may open and hold Accounts as an individual or jointly with others. If you have a Joint Accounts and one of the Account holder(s) dies, the funds and assets in the Joint Account will be held for the surviving Account holder(s).
- (f) With a Joint Account, each Account holder is responsible for paying any amounts due and for complying with other obligations under the Agreement, both on their own and together with the other Account holder(s). The Bank may demand repayment of any amount due or take action to recover fees or charges, or payments owed to the Bank in respect of the Joint Account against any one of you, or all of you. This is known as "joint and several" liability. If any one of you wishes to remove yourself from a Joint Account, you must notify the Bank of this in writing. The written instructions must be signed by all the Joint Account holders on the Account. The outgoing Joint Account holder(s) will continue to be liable under this Agreement until the Bank has removed the individual from the Account.
- (g) The Bank will categorise your Account(s) as one of the following: a Retail Banking Account, a Private Banking Account, Premium Banking Account or as otherwise advised. Your category will determine the Services you will be eligible for and the fees and charges for those Services. Depending on the Services the Bank is providing to you, your category may also determine the nature of regulatory protections available to you. Your categorisation will be based on your individual circumstances and the levels of relevant business your conduct with the Bank. The Bank will notify you of your category in the Account Application Form for your Account(s), or separately in writing, when you open your Account. The category that the Bank applies to your banking services, and described in this Section, is separate to any client classification the Bank applies to you under Section 2.5 (Responsibilities and Standard of Care).

## 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). The Bank will contact you using the latest mail or email address or telephone number you have provided.
- (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 [info.kfhplc@kfh.com](mailto:info.kfhplc@kfh.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 please refer to Section 2.7 (Use of your data, Confidentiality and Record Keeping).
- (d) The Bank will communicate with you in English unless a representative of the Bank agrees, at the time of any telephone call or other communication, to communicate with you in another language.

## 2.3 Acting on your Instructions

- (a) The Bank will not act on a third party's instructions unless they are in writing and from an Authorised Third Party. You must give the Bank a specimen signature for each Authorised Third Party. If you authorise the

Bank to contact individuals who are not Authorised Third Parties, you must give the Bank the names, job titles and telephone contact details of the individuals. You must also give the Bank details of any restrictions that you have placed on the amount or type of instructions that an Authorised Third Party may give. If you authorise the Bank to give cash from your Accounts to an individual who is not an Authorised Third Party you must give the Bank that individual's name, job title, the personal identification details of that individual and the supporting certified identification documents for that individual. You must also give the Bank details of any restrictions that you have placed on the amount of cash that the individual may collect.

- (b) Subject to the terms and conditions of the Agreement, the Bank is authorised to act on instructions given:
  - (i) in a document bearing the original signature(s) of an Authorised Third Party; 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 to the Bank 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.
- (e) The Bank can refuse 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 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, the Bank 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 if the Bank will not act on your instructions. Where possible, the Bank will also notify you of the reasons why and any steps you may be able to take to rectify the instruction, unless it would be unlawful for the Bank to do so. In relation to any non-payment matters, the Bank will confirm that it acted in accordance with its legal and regulatory responsibilities but will not justify or explain its actions.
- (f) Unless expressly stated in these Terms & Conditions, or in any relevant Supplementary Service Agreement, you can only cancel instructions that you have given if the Bank has not already acted upon them.
- (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 will accept by the methods set out in Sections 2.3(b)(ii) and 2.3(b)(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 telephone 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 will provide your name, address and Account number to the recipient'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) When you instruct the Bank to make a payment by written or verbal instructions, Standing Order, Wire Transfer (SWIFT / Faster Payment),

B2B or through the Residential Property Payments service, as detailed in Section 3 (Payment Accounts and Services), the Bank will make the payment based on the information that you provide. You must provide the Bank with full and correct details about the recipient, the purpose of the payment, bank account numbers and codes. The Bank will treat all payment instructions you give by electronic means (including SWIFT) as having been correctly input. You must also supply the Bank with any further detail or supporting documentation that the Bank reasonably requests. You accept that you are responsible for any losses you suffer if you provide the Bank with incorrect details and the Bank will have no responsibility or liability in this regard. This will include losses that you suffer because your payments are delayed, returned to the Bank, or credited to an incorrect recipient's account. The Bank is not required to recover any payments the Bank makes as a result of incorrect payment instructions from you. The Bank will make reasonable efforts to recover the funds involved in an incorrect payment transaction. However, you should be aware that if a payment is made to the wrong person, the recipient will need to authorise their bank to return the payment to you and the Bank 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 the Bank incurs in doing so.

- (k) You are responsible for providing an Authorised Third Party with the correct routing and account details as specified in Section 3.1 (Details Required to Arrange Sterling Payments in the UK to Your Account(s)). You will be responsible for any losses that you suffer as a result of an Authorised Third Party providing the Bank with incorrect details and the Bank will have no responsibility or liability in this regard. This includes losses you suffer because a payment is delayed, returned to the remitting bank or credited to an incorrect recipient. If a payment is made to the wrong person, the recipient will need to authorise their bank to return the payment.
- (l) When the Bank makes a payment for you, the Bank may need to route the payment via other banks. These banks may be in the UK or in other jurisdictions and they may be subject to requirements that require them to refuse, return, make further enquiries about or freeze payments. If 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 will not be responsible or liable to you for any loss you suffer as a result. The Bank will advise you of the situation as soon as reasonably practicable. However, you acknowledge that the Bank may not be able to provide you with a reason for any delay. The Bank will try to ascertain what actions you or the Bank need to take to release the payment, if practical. However, any action the Bank takes to assist you will be dependent on the individual circumstances. The Bank is not obliged to take any action unless you agree to reimburse the Bank fully for any actual costs the Bank incurs in assisting you.
- (m) The Bank is not obliged to refund your Account(s) if the Bank can prove that the recipient's bank received the payment. It is the recipient's bank's responsibility to credit the account of the recipient.
- (n) If the Bank credits your Account after the Bank received a payment instruction but the actual payment is not received by the Bank, is delayed, or frozen by any bank involved in its transmission, the Bank may reverse the credit from your Account.
- (o) You must tell the Bank if a payment from your Account was not authorised by you. Provided that you tell the Bank as set out in Section 3 (Payment Accounts and Services), the Bank will refund to your Account the amount of the unauthorised payment and restore your Account to the state it would have been in if the unauthorised payment had not taken place. This means that the Bank will reimburse you for any fees and charges directly incurred on your Account as a result of the unauthorised payment, or which would not have been incurred or would have been earned on your Account had the unauthorised payment not been made. The Bank will take the steps set out above unless the Bank can show (other than where it is prohibited by law) that you or any of your Authorised Third Parties have:
  - (i) authorised the payment;
  - (ii) agreed to allow someone else to use your cheque book, Card or Security Details to make the payment;
  - (iii) acted fraudulently;
  - (iv) intentionally, or with gross negligence, disclosed your PIN or Security Details to someone else;
  - (v) intentionally, or with gross negligence, 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 loss, misuse or theft of your Card, cheque book or Security Details;
  - (vi) delayed unreasonably in notifying the Bank that the payment was unauthorised after becoming aware of it; and/or
  - (vii) failed to notify the Bank that the payment was unauthorised within 13 months of the date the transaction was debited from your Account.
- (p) You will be responsible for up to £35 of any losses you suffer following an unauthorised payment (which reflects the processing fees incurred by

the Bank in connection with any unauthorised payment, as detailed in the Bank's Tariff of Charges). You agree that the Bank may debit up to £35 from your Account before applying any refund under section 2.3(o) (Acting on your Instructions) above. However, you will be responsible for the full amount of the losses you suffer following an unauthorised payment if any of the circumstances in section 2.3(o)(i)–2.3(o)(vii) above applies.

- (q) You will not be responsible for any unauthorised use of the Card, cheque book 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 Card or cheque book 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 Card or cheque book will be cancelled with immediate effect 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 you find the Card or cheque book after you have informed the Bank that it has been lost or stolen, you must not use it.
- (r) The Bank is responsible for acting correctly in respect of your authorised and accepted instructions. If the Bank fails to act on your instructions or it executes your instructions incorrectly then, subject to Section 2.5(c) (Responsibilities and Standard of Care), the Bank will 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. This means that the Bank will also reimburse you for any fees and charges you have directly incurred on your Account as a result of the incorrect payment or which would not have been incurred or would have been earned on your Account had the incorrect payment not been made. 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.
- (s) 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:
  - (i) when you authorised the payment, the exact amount of the payment was not specified;
  - (ii) the amount of the payment was more than you could reasonably have expected to pay, considering your previous spending pattern;
  - (iii) the Bank agrees that the amount of the payment was more than you reasonably expected, taking into account your previous spending patterns, these Terms & Conditions and any other relevant circumstances, and the Bank may ask you to provide such information as is reasonably necessary for it to assess this;
  - (iv) you ask the Bank to refund the payment within 8 weeks of the date the payment was taken from your Account(s); and
  - (v) the payment was made to an account in the UK or the EEA.
- (t) For Direct Debits, you have additional protection under the Direct Debit Guarantee Scheme. This protection entitles you to a refund if an incorrect Direct Debit payment has been made from your Account(s). Please refer to Section 3 (Payment Accounts and Services) for more details.
- (u) If you have a Joint Account, the Bank may, subject to Section 2.3(v) (Acting on your Instructions) below, act on any instructions given by any one of you without the consent of the other Account holder(s). This includes an instruction from any one of you to close the Account.
- (v) If you have a Joint Account and one of you notifies the Bank of a dispute between any of the Joint Account holders, the Bank may freeze the Joint Account. Until the dispute is resolved, the Bank may decline to act on any instructions it receives unless the instructions are given to the Bank by each Joint Account holder.

## 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). 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 not able to tell whether instructions are provided by a TPP or by you. This means that the Bank will follow its normal procedures for authenticating a payment instruction even if the instruction is provided by the TPP. 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. However, you may share your Security Details with a TPP so that the TPP can access your internet banking.
- (d) If you have an online payment Account that is a Joint Account, and depending on the terms of your Joint Account mandate, each of you is entitled to consent to a TPP accessing information in respect of your Joint Account



and / or making payments from your Joint Account. Any one of you can revoke any ongoing consent granted to a TPP to access your Joint Account.

- (e) The Bank will treat any instruction from a TPP as if you had made it.
- (f) You must always tell the Bank about unauthorised or incorrect payments even where you use a TPP.
- (g) 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 each time the TPP requests it.
- (h) If you ask a TPP to request a payment and it does not do so, the Bank will not be responsible for your payment not being made.
- (i) The Bank may refuse to give a TPP access to your Account, or the Bank may stop a TPP from accessing your online payment Account(s), in certain circumstances. For example, this may happen if the Bank believes there is a risk of fraud or if giving the TPP access would be unlawful. The Bank will tell you that it intends to deny access and give you the Bank's 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. The Bank will not tell you the reasons where doing so would compromise the Bank's reasonable security measures or would otherwise be unlawful.
- (j) For the purposes of this Section 2.4 (Third Party Providers), the Bank will only treat your current Account(s) and Call Account(s) as online payment Accounts.

## 2.5 Responsibilities and Standard of Care

- (a) The Bank will perform the Services you have requested and the Bank has agreed to provide with due skill, care and diligence. The Bank will not exclude or restrict any duty or liability that the Bank has to you under the regulatory system. However, you should be aware that some of the Bank's Services are not within the scope of the UK's regulatory regime.
- (b) Subject to Section 2.3 (Acting on your Instructions), you are responsible for repaying any amounts due on your Account. You will remain responsible for each amount due even if it was caused by someone other than you, including any Authorised Third Party. You have no right to defer payment of any amount incurred on any Account. You will also be responsible for reimbursing the Bank for the Bank's actual costs, including the Bank's reasonable legal fees, in taking steps to recover amounts owed to it by you.
- (c) Subject to applicable legal or regulatory requirements, the Bank shall not be responsible for:
  - (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 the Agreement unless the loss or damage is due to 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. Such events may include but are 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.
- (d) If you, or any of your agents, including any Authorised Third Party or representative, commit any intentional, fraudulent, reckless or negligent act you will be responsible for any losses, actual costs, claims or damages the Bank, its employees, officers and/or agents suffer. It is your responsibility to tell the Bank immediately if you have revoked an Authorised Third Party's authority or if you no longer allow a person to access account information or to collect cash.

## 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) The Bank will notify you in accordance with Section 2.11 (Changing the terms of the Agreement) if the Bank changes its charges and fees and will update the Tariff of Charges. You can find the most recent Tariff of Charges on the Bank's website. If any of the changes the Bank makes to the Tariff of Charges are not in your favour, the Bank will give you at least two months' notice before it makes the change. If you are unhappy with any change the Bank proposes to make, you may close your Account(s) at any time before

the change takes effect without incurring a charge. How you can close your Account(s) is detailed in Section 2.13 (Closing Your Account(s)) of these Terms & Conditions.

- (c) You must make all payments to the Bank without set-off or counterclaim and 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 you pay to the Bank is equivalent to the sum the Bank would have received if you had not make a deduction or withholding. You authorise the Bank to deduct any applicable fees or charges directly from your Account(s). You acknowledge that the Bank will not give you advance notice before it does this. If you ask the Bank, the Bank will provide you promptly with full details of the amounts the Bank has charged. If you and the Bank agree that the amount the Bank has deducted from your Account is incorrect the Bank will as soon as is practicable reimburse you for any loss directly caused by the overcharge.
- (d) The Bank may use any amounts you hold in any Account to set-off any amounts you owe to the Bank on any other Account(s), either in your own name or a Joint Account. The Bank can use your investments that are in the Bank's possession or control (where permitted by the FCA Rules) and amount and investments in any currency to do this. This is termed the Bank's right of set-off.
  - (i) The Bank may exercise its right of set-off if you create any indebtedness and you have not responded to the Bank's requests for payment. You may owe the Bank an amount if you do not maintain an Available Balance sufficient to cover the transactions you have asked the Bank to carry out on your Account(s). Transactions that may result in you creating an amount due to the Bank include regular payments such as Standing Orders and Direct Debits, cheques issued on your Account(s), Debit Card Payments, payment transactions) or any fees and charges due to the Bank.
  - (ii) If the Bank intends to exercise its right of set-off, the Bank will normally write to you to remind you of your rights and to give you at least 14 days' notice. The Bank may 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 the Bank has reliable information that the most recent address the Bank has for you is no longer current and the Bank is unable, after making reasonable efforts, to trace you.
  - (iii) The Bank may exercise its right of set-off to cover any indebtedness between any Account(s) in your sole name and any Joint Account(s) you hold with another person (Person B) as shown below:

Account(s)	Right of set-off can be applied in respect of money owed by:
Account(s) in your name only	You
	You and Person B
Joint Account(s) in the name of you and Person B	You
	Person B You and Person B

- (e) The Bank's fees do not currently include VAT, stamp duties, commissions and similar expenses. The Bank will also deduct such expenses, if applicable, from your Account(s). You agree to pay, and reimburse 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 under 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 you 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 that any personal 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:
  - (i) 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;

- (ii) to other members of the Group;
  - (iii) to the Bank's regulators, to any court or tribunal, and to any other relevant governmental agencies as required by applicable law, rule, regulation or requirement of any country, authority, body or institution; and
  - (iv) 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). HMRC may in turn share this information 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) If you ask the Bank, in writing, the Bank will provide you with copies of records relating to your Account(s) provided that the records remain accessible to the Bank.
- (g) If you have a Joint Account, the Bank may disclose to any of you any information the Bank holds about that Account. This includes historical statement information, even if that information relates to a time when the Account holders were different (for example, the period before a sole Account was converted to a Joint Account).
- (h) The Bank may charge you for supplying historical records relating to your Account(s). The charge will be based on the cost to the Bank of providing you with the records you request. The Bank will agree the actual costs with you in advance.

## 2.8 Statements and Other Notices

- (a) The Bank will provide you with a statement of your Account(s) or at your 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 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. 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.

- (c) Statements are a valuable tool to help you to identify fraudulent or mistaken transfers. The statement which the Bank gives you will show the transactions that occurred on your Account(s) during the statement period.
- (d) Your statement will provide you with sufficient information for you to reasonably identify the items paid (account number, amount, and date of payment) and/or the transactions undertaken on your Account(s).
- (e) You should keep a record of each transaction you make on your Account(s) and any receipts so that, when the Bank gives you a statement, you will be able to identify each transaction listed.
- (f) You must check each statement carefully and, as soon as reasonably possible after you receive it. You must notify the Bank by telephone without undue delay of any fraudulent transactions or transactions that you do not recognise or that are incorrect. The Bank may ask you to confirm the details in writing. 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 for the fraudulent or unauthorised transactions.
- (g) You must promptly provide the Bank with any information relating to you or your Account(s) that the Bank reasonably requests. The Bank may close or block your Account(s) if you fail to respond promptly to the Bank's information requests.

- (h) You should keep your statements and receipts safe and dispose of them carefully in order to help prevent fraud and protect your Account.
- (i) 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.
- (j) For Joint Accounts, unless you have requested otherwise, the Bank will only provide you with one copy of any statement or other notice. This includes notices of transactions and changes to these Terms & Conditions. The Bank will address the statements and notices, to all Joint Account holders and will send them to the address that you have given to the Bank. If you want statements and notices to be sent to each of you at different addresses, you can request this at any time. You must make the request in writing.
- (k) You should take care to safeguard statements as they contain sensitive information. 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 crosscut shredder).
- (l) You may 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.

## 2.9 Events of Default

This Section is subject to the terms of any relevant Supplementary Service Agreement which take priority over the terms of this Section 2.9 (Events of Default). If you owe any amounts to the Bank which are not payable or repayable on demand the amount will become immediately payable if any of the following occur:

- (a) you fail to pay when due any amount payable under, or you breach or reject, any of the terms or conditions of the Agreement or the Bank has evidence that you intend to do so;
- (b) you fail to satisfy any payment the Bank demands, or you fail to satisfy a call by the Bank to amend the security margin to the levels the Bank requires;
- (c) any representation that you make under the Agreement proves to be incorrect;
- (d) you become bankrupt or otherwise unable to pay your debts or make any arrangements with your creditors;
- (e) a receiver or administrative receiver is appointed over your assets or a person with a charge over your assets, or similar, takes possession of, any part of your assets or a lessor under any leasing arrangement retakes possession of any leased asset or premises by reason of your default;
- (f) any event which is analogous to those in any of sub-sections 2.9(a) to 2.9(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; or
- (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.

## 2.10 Term of the Agreement

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

## 2.11 Changing the terms of the Agreement

- (a) The Bank may change the terms of the Agreement, including 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) Subject to the terms of this Section, the Bank will notify you of all changes to these Terms & Conditions at least two months before they occur. However, the Bank may make changes to these Terms & Conditions at shorter notice in any of the following circumstances:
  - (i) as detailed in Section 2.6 (Fees and Charges);
  - (ii) in respect of changes made in your favour; and/or
  - (iii) in respect of changes required to comply with applicable law.
- (e) You must notify the Bank promptly of any changes to your contact details. You may ask the Bank for a copy of these Terms & Conditions at any time while you remain a Client of the Bank. The Bank will ensure that the latest version of these Terms & Conditions is available on the Bank's website.

## 2.12 Dormant Accounts

- (a) If you stop using your Account(s) for a period of more than three (3) years, the Bank may treat your unused Account(s) as being dormant. This is a means of preventing fraud and protecting your privacy. Where possible, the Bank will contact you asking you to 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 send you a written 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), other than by telephone.
- (b) If the Bank is unable to contact you within two months of sending you a dormant account notice, the Bank 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). The Bank will not re-activate your Account until you have provided the Bank with the information the Bank has asked for and you have completed and the Bank has accepted a new Account Application Form. 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.

## 2.13 Closing Your Account(s)

- (a) Unless the Bank has detailed something different in these Terms & Conditions or any relevant Supplementary Service Agreement, you may close your Account(s) by giving the Bank written notice. When you close your Account 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) The Bank may be able to provide you with assistance if you decide to switch to an account with another bank.
- (c) If one or more Account holders on a Joint Account die, any survivor(s) may continue to operate the Account. Any Authorised Third Party mandate in relation to the Account will automatically be cancelled upon the death of one or more Account holders.
- (d) Other than described in Section 2.13(e) (Closing Your Account(s)) or as set out in any Supplementary Service Agreements, the Bank may close your Account(s) for any reason by providing you with at least two months' notice.
- (e) The Bank may block and/or close your Account(s) immediately and without notice if:
  - (i) you fail to use or fund any Account within the first six months of opening it;
  - (ii) you become bankrupt;
  - (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 Third Parties, or any of your representatives who are responsible for instructing the Bank or confirming instructions received by the Bank in relation to your Account(s):
  - (A) breach any of the terms 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 reasonably considers 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.

- (f) The Bank will tell you in writing that it has closed your Account(s) unless the most recent address the Bank has for you is no longer current and the Bank is unable to trace you after making reasonable efforts.
- (g) After closing your Account(s), the Bank may refuse to accept any more inward payments or any instructions in relation to any Services except payments or instructions that are necessary to repay any amounts due and outstanding charges you have on the Account(s). The Bank will return any remaining balance to you by cheque. The Bank will send the cheque to the address that the Bank has for you unless the most recent address is no longer current and the Bank is unable to trace you after making reasonable efforts. In such circumstances and provided your Account has been dormant for at least 15 years, the Bank may exercise its right to sell any asset in its custody and pay the proceeds to charity and/or the Dormant Account Scheme in accordance with applicable legal and regulatory requirements.
- (h) Any benefit, service or transaction reporting that the Bank provides to you will end as soon as such Account is closed.
- (i) You must repay any money you owe the Bank, including the amount of any cheques you have issued, 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). Alternatively, you can ask the Bank to cancel all your Continuous Payment Authorities for you.
- (j) The Bank will not charge you a fee for closing 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 provided that the Bank has not itself incurred irrecoverable related actual costs.

## 2.14 Complaints

- (a) If you are dissatisfied with the Services you must tell the Bank and the Bank will investigate your complaint thoroughly and 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 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@ahliunited.com">uk.compliance@ahliunited.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 the Bank has received your complaint, the Bank will confirm, in writing that it has received your complaint. The Bank will also supply you with a copy of its leaflet entitled "Customer Complaints". This will provide you with information about how the Bank handles complaints.

- (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

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. Your eligible deposits are protected up to £85,000 per client. Any deposits you hold above the limit are unlikely to be covered. The FSCS can pay compensation to you, as a depositor, if is the Bank is unable to meet its financial obligations to you. If you are an eligible depositor you are entitled to claim up to the prevailing FSCS limit. The FSCS limit relates to the **combined** amount you have in all your 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) If you would like 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, you can find information on the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or you can call the FSCS on +44 20 7741 4100 or, if you are in the UK, +44 800 678 1100. You should only contact the FSCS about compensation related queries. If the Bank fails, you may be entitled to compensation in respect of the other Services the Bank provides to you. You can find details about this compensation in the Supplementary Service Agreements or you can ask the Bank.

## 2.16 Governing Law

- (a) The Agreement and the Bank's dealing with you in respect of the Agreement and any Supplementary Service Agreement will be governed by the laws of England and Wales. You agree that the courts of England and Wales will have exclusive jurisdiction over any matter or dispute arising under or in connection with the Agreement and any Supplementary Service Agreement.
- (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 you 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) Each provision of the Agreement is separate from the others. This means that if the Bank is not able to legally enforce any particular provision this will not affect any of the other provisions.
- (b) The Agreement makes up the entire understanding and agreement between you and the Bank. The Agreement replaces any previous or existing agreement you and the Bank have 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 or of any other change in your circumstances that would change the information that you have provided to the Bank. Unless the Bank agree otherwise, you must notify any changes to the Bank in writing.
- (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) If the Bank is required to send you a notice, statement or other communication under the Agreement, the use of the most recent address or other contact details that you have provided unless the Bank has information that the address is no longer current and, after making reasonable efforts to trace you, the Bank has identified an alternative address.
- (f) The Bank may offer products and services other than those detailed in the Agreement. These will be subject to separate written agreement and any charges will be detailed in that agreement or provided to you in an updated Tariff of Charges.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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. The policy sets out how the Bank manages conflicts of interest. You may ask the Bank for details of its policy at any time.

## 3. Payment Accounts and Services

This Section 3 (Payment Accounts and Services) sets out the terms covering the payment services on your Account(s). If you ask the Bank, the Bank may, but does not have to, make the services detailed in Section 3 (Payment Accounts and Services) available to you.

**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), if you want a third party to make a payment in Sterling in the UK to your Account(s) with the Bank you must give the third party the Bank's name, sort code (30-19-01), your name and your eight digit Account number. You can find the Bank's sort code and your Account number on your cheque book (if you have one) and on your bank statements.

If you want the Bank to receive payments into your Account(s) from outside the UK and/or payments in currencies other than Sterling, you must provide the person making the payment with the details given in Section 3.2(e) (Payment Services Offered in relation to Your Account(s)). Please be aware that you are responsible for any losses you suffer if you provide the third party with incorrect details. Please refer to Section 2.3(i) (Acting on your Instructions) for more details.

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

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

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

You may pay Sterling or USD cash 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. The Bank may place limits on the total amount of cash that you can pay 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 the Bank may need to arrange for you to do this in advance. In each case, we will credit your Account provided that the other bank transmits the funds to us through normal banking channels.

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

If you make a cash deposits at the Bank it will form part of your Available Balance immediately. The cashier will provide you with a receipt.

If you pay cash into your Account(s) at other UK banks it will form part of your Available Balance when received by the Bank. In each case, we will credit your Account provided that the other bank transmits the funds to us through normal banking channels.



**Any restrictions or requirements:**

You must tell the Bank where you obtained the cash if it asks you. The Bank may also ask you to provide documentary evidence to support this. The Bank may refuse to accept cash deposits of any amount into your Account(s).

You will need a pre-printed credit book to pay cash into your Account(s) at other UK banks. The UK bank may charge you a fee for this. You can ask the Bank for a pre-printed credit book at any time.

**(ii) Withdrawing Cash from Your Account(s)****How to make use of this service:**

You can withdraw cash 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 your Account(s) will be debited and your Available Balance adjusted.

**Any restrictions or requirements:**

You must give the Bank a minimum of three Business Days' notice if you want to withdraw over £10,000 (or currency equivalent) from your Account(s). You must also provide the Bank with details of the purpose for which the cash will be used, if the Bank asks you. You can ask the Bank, at any time, to tell you the standard daily limit on the amount you can withdraw from an ATM. The operator of the ATM may charge you a fee if you withdraw cash from the ATM. Notwithstanding these requirements, the Bank may at its sole discretion refuse to permit cash of any amount from your Account(s).

<b>(b)</b>	<b>Cheque Transactions</b>	<i>This section explains how you can pay cheques into, or issue cheques from, your Account(s) and any 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:**

You can pay Sterling cheques drawn on UK banks into your Account(s) at the Bank's offices at 35 Portman Square, London W1H 6LR, United Kingdom. The cashier will give you a receipt when you do this. You may also post cheques to the Bank at its offices.

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

If you pay a cheque that is drawn on the Bank by other clients of the Bank and you pay the cheque in at the Bank's office during Business Hours the amount will be added to your Available Balance immediately unless the Bank is unable to process the cheque. If you deposit the cheque after Business Hours the amount will be added to your Available Balance on the next Business Day, unless the Bank is unable to process the cheque. The Bank may not be able to process a cheque for legal or regulatory reasons or the Bank may not be in a position to pay them.

If you pay in a cheque that is drawn on other UK banks at the Bank's office, during Business Hours, the amount will be credited to your Account on the next Business Day, and will be added to your Available Balance by 23:59 on the next Business Day. The Bank will meet these timings unless the cheque(s) are returned unpaid or the Bank is unable to process them for legal or regulatory reasons. They will be cleared through the UK Image Clearing system.

**Any restrictions or requirements:**

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

If you pay in a cheque that is returned unpaid by the bank of the person who wrote the cheque, the Bank will normally debit the amount of the unpaid cheque to your Account by 15:00 on the second Business Day after the day of deposit. The Bank may debit your Account more than one Business Day after the day of deposit where the Bank suspects that you have acted fraudulently or you have agreed that the Bank can debit the amount. For example, if you pay in a cheque on a Monday and the cheque is returned unpaid, the Bank will debit your Account no later than 15:00 on Tuesday, assuming there is no bank or public holiday during the period. Depending on the reason for the cheque being returned unpaid, the Bank will either represent the cheque on your behalf or return the cheque to you. The Bank will not return the cheque to you if the Bank has information that the address it holds for you is no longer current.

**(ii) Issuing Cheques Drawn on Your Account****How to make use of this service:**

If you ask for one, the Bank will issue you with a cheque book when you open your Account, or later. 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 you issue unpaid.

The Bank may charge you a fee if it returns a cheque you have issued in accordance with its Tariff of Charges. The Bank may pay a cheque you have issued when you do not have sufficient Available Balance.

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

The Bank will normally receive cheques that you write which are deposited by the payee at another bank in the UK through the UK Image Clearing system the Business Day after the payee has deposited the cheque. However, the amount of the cheque may be debited from your Account on the day of the payee deposits the cheque. For example, if the payee deposits the cheque you issued during Business Hours into an account held with the Bank or the payee arranges for the cheque to be cleared on that Business Day by Special Presentation. The Bank will treat cheques that are presented for payment through the UK Image Clearing system as paid at the end of Business Hours on the day the Bank receives the cheque. The Bank may pay cheques presented by other means at any time during Business Hours.

**Any restrictions or requirements:**

You must not post-date cheques. This means that you must not 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 before the date on the cheque and you will be responsible for any loss that you suffer as a result. The Bank will normally treat a cheque as being out of date six months after the date on which you issued the cheque. This means that the Bank will not normally, but may, pay a cheque that is presented for payment more than six months after the date on which you issued the cheque.

You must take reasonable care to prevent someone from altering a cheque that you issue. This includes using black ink to write the cheque 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.

<b>(c)</b>	<b>Standing Orders</b>	<i>This section explains how the Bank will process Standing Orders it receives for your Account(s), how you can set up Standing Order payments and any restrictions or requirements.</i>
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**(i) Standing Order Payments Received for Your Account****How to make use of this service:**

The Bank will allow Standing Order payments to be paid into your Account(s).

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

The Bank will normally credit Standing Order payments received for your Account(s) on the Business Day the bank receives the payment unless the Bank is unable to process the payment for legal or regulatory reasons. The Bank will do this whether the payment is from an account holder at another bank or from another account held with the Bank. Standing Orders can be made by different payment methods. The timing of the credit and when the Bank will include the amount in your Available Balance will depend on the method of payment used. If the paying bank recalls a Standing Order payment, the Bank may debit the amount of the payment from your Account(s) at any time on the same Business Day the payment is credited to your Account. The Bank will not debit the payment from your Account(s) after the day it was credited to your Account(s) without your consent. However, you acknowledge that 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). You must give your written instructions to the Bank during Business Hours at least three Business Days before the first scheduled payment date. If you give the Bank your instructions after this time the Bank will use its best efforts to process the instruction. Your instructions for a new Standing Order 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:**

The Bank will debit the Standing Order payments from your Account(s) on the date the payment is due and will credit the payment to the recipient on the same day. If the date on which the payment is to be made is not a Business Day, the Bank will make the payment on the next Business Day. If you do not have sufficient Available Balance, the Bank may not make the

payment. The Bank will tell you, in writing, if this is the case on the following Business Day. The Bank will charge you a fee for this 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 make a Standing Order payment when you do not have sufficient Available Balance. If the Bank does not make a Standing Order payment because you do not have sufficient Available Balance, the Bank will not reschedule the payment. This means that you will have to make alternative arrangements to make the payment or separately instruct the Bank to make the payment. The Bank will make subsequent payments as usual 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 restrictions or requirements</i>
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#### How to make use of this service:

You must complete an instruction form from the person receiving the payment to set up a Direct Debit. The person receiving the payment will send the form to the Bank or will lodge the instruction with the Bank electronically. The Bank must receive the instruction during Business Hours not less than three Business Days before the date of the first payment. If the Bank receives the instructions after this time the Bank will use its best efforts to make the payment. However, you should be aware that the Bank may not make the first payment. If the person receiving the payment changes the amount, date or frequency of your Direct Debit payment they will normally give you 10 Business Days' notice of the change, unless they have agreed something different with you. If you request a Direct Debit payment, the person receiving the payment will normally confirm the amount and date on which they will take the payment when you set up the Direct Debit.

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

The Bank will debit Direct Debit payments from your Account on the date you have agreed with the person receiving the payment. If that date is not a Business Day, the Bank will debit the payment on the next Business Day.

#### Any restrictions or requirements:

If you receive a payment you are not entitled to, you must pay it back when the person who made the payment asks you to do so. 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 a Direct Debit payment. The Bank may accept a Direct Debit when you do not have sufficient Available Balance. If the Bank does allow a payment despite lack of funds, the Bank will advise you in writing. If the Bank refuses a Direct Debit claim because you do not have a sufficient Available Balance, the person who has made the claim will decide whether to represent the claim at a later date or to 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 either the Bank or the person asking for the Direct Debit payment make an error, 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 by the person asking for the Direct Debit payment you must provide the Bank with the details the Bank requests before the Bank will provide you with a refund. The Bank may ask you to confirm the details 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 restrictions or requirements</i>
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#### (i) Receiving Money from Outside the UK by Wire Transfer (SWIFT)

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

If you want to receive a SWIFT payment into your Account you will need to provide the payer with the Bank's Bank Identifier Code ("BIC") and your International Bank Account Number ("IBAN"). You may also be asked to provide the Bank's correspondent bank details which are available on the Bank's website, and repeated below for Sterling, US Dollar and Euro. The Sterling instructions are only for payments 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 you with the details on request.

Sterling (GBP)	Beneficiary Bank	<b>Kuwait Finance House PLC</b> 35 Portman Square London W1H 6LR Swift Code: UBKLGB2L 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: UBKLGB2L
	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: UBKLGB2L 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>

You should ensure that SWIFT payments the Bank receives for your Account are 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. If the payment satisfies the standard industry Straight Through Processing requirements your Account(s) will be auto-credited with the payment amount. The Bank will include the amount of the payment in your Available Balance on the Business Day the Bank receives the payment. If the Bank receives a payment after normal business hours, and the payment has not met the standard industry Straight Through Processing requirements, the Bank will process the payment manually on the next working business day. The Bank will normally reflect the correct value date, but the amount of the payment will not be included within your Available Balance until the Bank has processed the payment. The auto process continues after the Bank's normal hours of business.

If the Bank receives a US Dollar payment after 17:00 UK time, the Bank will normally credit the payment to your Account and include the amount in your Available Balance on the next Business Day. The Bank will normally use the value of the payment on the Business Day that the Bank received the payment to do this.

The Bank will normally process other payments that it receives by 15:00 and that are not captured by the automated crediting system, within two hours of receiving the payment.

#### 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. If you do not have an Account in the same currency as the payment, the Bank will 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 you suffer if the Bank has to convert a payment for you into a different currency.

If the Bank receives a payment without an Account number quoted or with an incorrect Account number quoted the Bank will not be able to process the payment automatically. You accept that this may cause a delay in your Account being credited. 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 while the Bank carries out enquiries to determine the intended beneficiary. If after making reasonable enquiries the Bank is unable to determine the intended beneficiary, the Bank 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:**

You must ensure that your instructions to the Bank for an outgoing SWIFT or Faster Payments always state the amount and the currency to be paid, the purpose of payment and whether you want the Bank to deduct its charges from the payment amount you have specified or whether you want the Bank to charge the fee to your Account in addition to the payment amount. You must also include the following information as appropriate:

**Sending Money within the UK:**

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

**Sending Money outside the UK:**

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

Where the Bank makes a payment to a UK or EEA bank account the beneficiary's bank will receive the full amount of the payment. Where the Bank makes a payment to a non-UK or non-EEA bank account the beneficiary's bank will only receive the full amount of the payment if your instruction instructs the Bank to charge all third party charges, as well as the Bank's own charges, to your Account(s). If your payment instruction does not specify otherwise, the Bank will add the charges to the payment amount. This means that any third-party charges will be deducted from the sum remitted.

The table below provides you with 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.	The Business Day on which the Bank receives your payment instruction.
	For all payments instructed by other means: 13.00.	
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.
To accounts at other UK banks 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.
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	The Business Day on which the Bank receives your payment instruction prior to the cut-off.
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.

If you give the Bank a payment instruction in the above currencies on Business Days before the times stated in the table above the Bank will process the instruction on the day the Bank receives the instruction. If you give the Bank a payment instruction after these times the Bank will treat the instruction as if the Bank had received the instruction on the following Business Day. The Bank may apply different times and dates 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:**

If you make a payment to a UK or EEA bank account in Sterling, Euro or other EEA currencies, and 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. If it is a public holiday in the country in which the beneficiary's account is held the payment will usually be received on the next Business Day on which the relevant UK or EEA banks are open for business. Other payments to UK or 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. If it is a public holiday in the country of the currency of the payment or the country in which the beneficiary's account is held, the payment will usually be received on the next Business Day on which the relevant UK or 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 unactioned.

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 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 made in real time. The Bank is not a member of FPS however it has made arrangements that enable it to receive and make payments for or from your Account(s). The details you need to provide to a third-party to enable them to make Sterling payments 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:

The Bank will treat these payments in accordance with Section 3.2(e) (Wire Transfer (SWIFT) Payments) above. However, the Bank will credit to your Account payments it receives until 15:30 on a Business Day on that day within two hours of receipt. If the Bank receives a payment received after these times the Bank will credit the payment 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 restrictions or requirements</i>
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#### How to make use of this service:

BACS is a UK domestic payment system, which you can use to receive payments for your Account(s). The details you need to provide to a third-party to enable them to make Sterling payments 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:

The Bank will credit a BACS payment for your Account(s) on the day the Bank receives the payment.

(h) <b>Cards</b>	<i>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</i>
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#### How to make use of this service:

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.

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.

You 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.

The Bank offers the Visa Secure service, which is subject other 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 wish to carry out a Debit Card Payment in excess of the limit the Bank has applied to your Card, you must contact the Bank and the Bank may, make arrangements for such Debit Card Payment to be authorised.

You may cancel your 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 them 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(e) (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 breach these Terms & Conditions by misusing the Card, the Bank may refuse to provide you with any renewal or replacement Card. 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 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 your Card is used 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 you receive the Card, you must immediately sign the signature strip on the back in black ball point pen. If you have collected the Card from the Bank, the Card will be activated and as soon as reasonably practicable you can start using it straight away. If the Bank posts your Card to you, you will need to complete certain steps to activate the Card. The details for how to do this will be set out in the accompanying letter. The Card is only valid for the period shown on it. You must not use the Card outside that period. If the Card expires or is lost or stolen, the Bank may provide you with a new Card. You must not allow any other person to use the Card or the Card number and you must always keep them safe. You must never keep your Card with your PIN.

#### (b) The PIN

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

The Bank will never ask you to reveal your PIN.

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



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

When you use your PIN in conjunction with your Card, provide your signature to a Merchant, use any contactless functionality of the Card, or otherwise provide your Card details (for example over the telephone or the internet), the Bank will treat this as your irrevocable consent to the transaction concerned. Once you 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) Joint Accounts**

This Section applies if the Account to which a Card is linked is a Joint Account. Unless otherwise stated, this section will continue to apply until the Bank receives written notice to the contrary from any one Joint Account holder. The Bank may issue a Card to any one of the Joint Account holders. Subject to there being sufficient cleared funds in the Joint Account, the Bank may pay and deduct from the Account(s) all amounts resulting from transactions or instructions which any one Joint Account holder instructs or authorises the Bank to pay.

**(e) Data Protection and Collection**

If you use your 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 your 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).

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

All Debit Card Payments you make 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, a Debit Card Payments you make 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 you make outside the UK will be in a currency determined by the Merchant or ATM operator with whom you are making the Debit Card Payment. If the currency of the payment you are making 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 you make Debit Card Payments outside the UK the payments will also be subject to any exchange controls, regulations or limitations in the country in which you made the Debit Card Payment.

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

With the exception of Debit Card Payments, if the Bank is required to convert a payment into a foreign currency the Bank will use its standard applicable rate on the date of the payment. 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%). The Bank will only convert a payment into a foreign currency at your request or in accordance with these Terms & Conditions.

You can ask the Bank to tell you the standard applicable exchange rate that the Bank will use on a transaction. For Debit Card Payments, you can also use the following website to calculate the Visa exchange rate for a particular transaction on a particular date: <https://www.visaeurope.com/making-payments/exchange-rates>. For Debit Card Payments, you can also use the exchange rate calculator on Visa's website to calculate the Visa exchange rate for a particular transaction on a particular date.

**3.5 Foreign Currency Payments**

You may receive cheque payments and make and receive cash payments in relation to your Account(s) in a currency that is different to the currency of your Account(s). The terms applicable to such payments are below:

**(a) Cash Deposit 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**

The Bank may, but does not have to, accept foreign currency or cheques that cannot be cleared in the UK cheque clearing system. If accepted, fees and courier charges will be applied to the Account(s) prior to receipt of cleared proceeds.

You can only deposit foreign and non-UK cheques at the Bank's offices at 35 Portman Square,

London W1H 6LR, United Kingdom. You may deliver these cheques 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 at the time you deposit or send the cheques. If the currency of the cheque is not the same as 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 your Account. 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. The exchange rate the other bank uses to do this will be beyond the Bank's control. If you contact the Bank during Business Hours, prior to or at the time you make the deposit, the Bank will tell you, whether it can receive the proceeds in the currency of the cheque. The Bank will tell 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 paying bank and the country. The Bank may obtain payment by direct presentation to the paying 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. If the value date of receipt of the proceeds is earlier than the date of confirmation, the Bank will use the earlier value date when crediting your Account. The Bank may charge you a fee for this service in accordance with its Tariff of Charges. The paying bank may deduct a fee or commission before remitting the proceeds to the Bank or the paying bank may charge a fee that is payable up-front and that is not refundable if the cheque is not paid. The paying bank may also refuse payment and require a fee to be paid to cover their actual costs in returning the unpaid cheque to the Bank. In depositing cheques for collection you acknowledge and agree that you are responsible for paying all fees, charges and commissions in respect of the transaction and you agree that the Bank may debit your Account for any actual costs not already deducted by the paying bank. You also acknowledge that in other countries 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 paying 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 responsible for any loss you suffer that is outside the Bank's direct control, including losses that arise through the use of the UK or overseas postal systems.

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

You may make Debit Card Payments in a currency other than Sterling. When you 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 you 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 or 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. The Bank may pay cheques that are presented at the Bank's counter or by Special Presentation 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. You may ask the Bank to stop a cheque 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. You should also be aware that if you issue a cheque the person holding the cheque may be entitled to enforce payment against you even if the Bank has agreed to stop the cheque. The Bank may charge you 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 payment is due. 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 you want to cancel.

**(iv) Cancelling Direct Debits**

You may cancel a Direct Debit at any time but you must ensure that the Bank receives your instructions during Business Hours on the day before the payment 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 person receiving the payment and if you have more than one Direct Debit in place with the same person you must also give the Bank the reference number of the one you want to cancel. You must also tell the person who was expecting the payment that you have cancelled the Direct Debit.

**(v) Cancelling a Wire Transfer**

You may ask the Bank to cancel payment instructions that you have already given it. The Bank can only guarantee to cancel instructions for payments to a UK or EEA bank account in Sterling, Euro or other EEA currencies, and to a US bank account in US Dollars if the Bank receives your cancellation instructions during Business Hours on the Business Day before the date you have asked the Bank to process the payment. After this time, the Bank will use its best efforts to cancel a payment instruction and the Bank may require the agreement of the beneficiary to do so. For all other payments, the Bank will use its best efforts to cancel your payment instructions. If you ask the Bank to cancel or recall a payment it may charge you a fee. The Bank 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, 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 your Card, Cheque Book or Security Details**

You must keep your Card, cheque book and Security Details safe at all times. You should notify the Bank immediately by telephone as soon as possible if you believe that your Card, cheque book or Security Details have been lost, misused or stolen or if your Security Details have become known by another person. If you do not notify the Bank immediately of any such loss or theft, this may affect your rights under the remaining provisions of this Section 3 (Payment Accounts and Services). After you have made the notification to the Bank, the Bank will take steps as soon as reasonably practicable to prevent your Card, cheque book or Security Details from being misused. This may result in the Bank cancelling your cheque book or blocking the Card.

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 where you will be able to speak to someone. 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 quote your Account number. Please also let the Bank know where the Bank can contact you should the Bank need any additional information. You must confirm, in writing, any information you have provided verbally concerning the loss, misuse or theft as soon as possible if the Bank asks you to.

If the Bank thinks that there is actual or suspected fraud or a security threat in relation to your Account(s), Card, cheque book or Security Details the Bank may contact you by phone, text message, email or by post. Which method the Bank uses to contact you will depend upon the circumstances at the time.

**3.7 Blocking Payment Services**

The Bank may block your Card, cheque book or Security Details from being used for reasons related to the Bank's legal or regulatory obligations, for security reasons, where the Bank suspects unauthorised or fraudulent use or to prevent on-going misuse (for example where you continually use or try to use the Card when you do not have sufficient Available Balance for the transactions you are attempting). The Bank will attempt to contact you and if for any reason the Bank cannot do so the Bank will inform you as soon as reasonably practicable afterwards providing that doing so would not compromise reasonable security measures or be unlawful for the Bank to do so. Having taken such action, the Bank will unblock the Card, cheque book or Security Details as soon as practicable if 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 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 you identify an incorrect entry 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 you notify to the Bank during Business Hours or the following Business Day for items you notify to the Bank 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. You may only make payments to and from non-GBP Accounts by electronic payment. If you make a payment to or from a non-GBP account the payment may be subject to local practices (including different business days and business hours) and laws in the principal financial centre for the currency of the Account.
- (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 in non-GBP Accounts. You will be responsible for any actual costs the Bank incurs in obtaining repayment of overdrawn balances on your Account.

**3.11 Residential Property Payments**

- (a) The Bank offers a Residential Property Payment ("RPP") service, 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. The Bank may provide you with the RPP service if you complete an RPP mandate. The RPP mandate incorporates additional terms and conditions which apply to the RPP service. These Terms & Conditions, together

with the additional terms and conditions of the Supplementary Service Agreement incorporated with the RPP mandate, make up the framework contract (the “**Framework Contract**”) between you and the Bank in respect of the RPP service. The Bank will charge you a fee in accordance with its Tariff of Charges for this service.

- (b) The Bank will make payments to settle RPP bills that you have asked the Bank to pay under the Framework Contract in the manner the Bank deems most appropriate. This may include by cheque or electronic transfer.
- (c) You must maintain sufficient Available Balance to cover the bills that the Bank is instructed to pay. 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. If you repeatedly fail to maintain sufficient Available Balance the Bank reserves the right to withdraw the RPP service. The Bank will give you two months’ notice before it withdraws the RPP service.
- (d) If you wish to cancel the Framework Contract for the RPP service you may do so at any time by providing written notice to the Bank. The Bank may charge you a cancellation fee 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. The Bank may process instructions and credits it receives after the end of Business Hours 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 withdraw money from a cash machine;
  - (iv) You make a Debit Card Payment;
  - (v) you request the Bank to make payments by any electronic means (include by SWIFT) or by telephone; and
  - (vi) any other transactions are due to take place, including the application of any charges.
- (c) When the Bank decides 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, the Bank may refuse a payment due to lack of funds. The Bank may refuse a payment due to lack of funds in respect of some or all of the transactions. If the Bank refuses a payment due to lack of funds, it will write to you 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 may charge you for the notification of refusal as detailed in its Tariff of Charges.

## 4. General Banking Services: Accounts

If the Bank provides you with any of the following general banking services, the terms of any Supplementary Service Agreement for any such Service shall apply to you. If there is a conflict between the terms of any Supplementary Service Agreement and these Terms & Conditions, the Supplementary Service Agreement will take priority.

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 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 Investment 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 Investment 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 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.