

## 1. Introduction

### 1.1 Purpose of these Terms

Please read these terms and conditions (the "**Terms**") carefully and retain them for future reference. They provide important information about your relationship with Ahli United Bank (UK) PLC (the "**Bank**") and, together with any supplementary terms and conditions applicable to particular products or services which may be provided by the Bank from time to time ("**Supplementary Service Agreements**"), any account opening form to which these Terms are attached (the "**Account Application Form**"), the Tariff of Charges and any other applicable supplementary documents, represent the terms of the agreement between you and us. By signing the Account Application Form, or by continuing to utilise your Account you accept these Terms. If you do not understand any point, please ask for further information or clarification.

The purpose of these Terms is to set out the basis upon which the Bank agrees to provide various payment, investment, custody and general banking services to you (the "**Client**") from time to time (collectively, the "**Services**").

### 1.2 The Bank's Details

The Bank is a wholly owned subsidiary of Ahli United Bank B.S.C and is registered in England with Company Number 00877859 with its registered office at 35 Portman Square London W1H 6LR.

The Bank is authorised in the UK by the Prudential Regulation Authority and regulated by the Financial Conduct Authority ("**FCA**") and the Prudential Regulation Authority ("**PRA**") (which terms shall include such other regulatory bodies as may replace or succeed the PRA and FCA from time to time). The Bank's Financial Services Register number is 131818. Our regulated status can be confirmed by checking the Financial Services Register which can be accessed from the FCA website [www.fca.org.uk](http://www.fca.org.uk). Alternatively our authorised status can be confirmed by contacting the PRA which is a subsidiary of the Bank of England by telephone on +44 (0)20 7601 4878 or by post addressed to the Bank of England, Threadneedle Street, London EC2R 8AH.

### 1.3 FSCS and Client Money

The Bank's primary regulatory status is that of a credit institution which means that when it receives money for you it holds that money as a deposit with itself in an Account in your name as banker. In the event of failure of the Bank, money held as a deposit in an account in your name falls within the scope of the UK's Deposit Protection Scheme (the Financial Services Compensation Scheme ("**FSCS**")) referred to in paragraph 2.14(i). The Bank is not holding funds as a trustee in accordance with the FCA's client money rules and there are no circumstances under which it will cease to hold money for you as banker and instead hold the money as trustee under the client money rules. Therefore in the event of a failure of the Bank the FCA client money distribution rules will not apply to those deposits in your account and you will not be entitled to share in any distribution under the client money distribution rules. By failure of the Bank, we mean an event relating to the Bank that results in the appointment of a liquidator, receiver or administrator, or trustee in bankruptcy, or any equivalent procedure in any relevant jurisdiction.

In addition to holding money as a deposit the Bank may receive and hold money where you transfer full ownership of money to the Bank, in which case you no longer have a claim over this money and the Bank can deal with it on its own right; for example, the transfer is a payment in advance for the purposes of securing the Bank's Services. In these circumstances the money is not protected under the client money rules or those applicable to deposits and there is no entitlement to share in any distribution under the client money distribution rules or the deposit protection scheme; and a claim in respect of the non-performance of any services already paid for would need to be submitted to the relevant liquidator, receiver or administrator, or trustee in bankruptcy.

Where the Bank provides custody and administration services, becomes aware of a shortfall in the quantity of assets that its records show should be held for you and concludes that it is responsible for the shortfall it shall appropriate a sufficient number of its own assets to cover the value of the shortfall and hold them for you under the custody rules in such a way that those assets will be available for distribution to you in the event of the Bank's failure until the discrepancy can be resolved.

### 1.4 Structure of these Terms

These Terms are organised as follows:

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|------------------|---|
| <b>Section 1</b> | <b>Introduction</b> – Describes the Bank's agreement with you.  |
| <b>Section 2</b> | <b>Terms and Conditions for All Services</b> – Sets out the terms which apply to all of the Services provided under these Terms.                |
| <b>Section 3</b> | <b>Payment Accounts and Services</b> – Sets out the terms of the framework contract specific to the Bank's payment services on your Account(s). |

**Section 4 Investment and Custody Services** – Sets out the terms specific to the Bank's investment and custody services.

**Section 5 General Banking Services** – Sets out the terms specific to the Bank's deposit and Islamic finance products and services.

### 1.5 Definitions and Interpretation

Unless the context requires otherwise, the following words shall have the meanings provided below:

**Account(s):** One or more accounts in your name(s) operated and maintained by us either under these Terms or any Supplementary Service Agreement.

**Agreement:** The agreement between you and the Bank as set out in these Terms, the Account Application Form, any applicable Supplementary Service Agreement, the Tariff of Charges and any other applicable supplementary forms.

**Arranged Overdraft:** Has the meaning given to it in Section 5.5(c).

**ATM:** Automated Teller Machine. A machine from which cash is dispensed and certain other services may be available and for which your Card is used in conjunction with the PIN.

**ATM Transaction:** Any transaction carried out at an ATM.

**Available Balance:** Funds which have cleared on your Account(s) and any unused amount within any borrowing limit agreed with us.

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

**Business Hours:** 9.30am to 3.30pm in London on Business Days with the exception of the last Business Day before the Christmas bank or public holiday when Business Hours end at 1.00pm and the last Business Day before the New Year bank holiday or public holiday when Business Hours end at 3.00pm.

**Call Deposit Account:** means an Account opened in accordance with Section 5 of these Terms.

**Card:** A Visa debit card (including any renewal, replacement, or additional card) we provide under these Terms.

**Card Not Present Transaction:** Any Card Transaction when the Card is not presented to the Merchant, for example Card Transactions carried out over the telephone or the internet.

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

**Card Transaction:** Any transaction carried out with the Card including but not limited to Card Present Transactions, Card Not Present Transactions and ATM transactions.

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

**Custody Services Agreement:** The Supplementary Service Agreement between you and the Bank containing the terms of business governing the provision of custody services.

**Data Protection Laws:** (i) 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, unless and until the GDPR is no longer directly applicable in the UK, and then (ii) any successor legislation to the GDPR or the UK Data Protection Act 1998.

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

**Events of Default:** The events set out in Section 2.9.

**Flexi Deposit Account:** means an Account opened in accordance with Section 5 of these Terms.

**Group:** Ahli United Bank B.S.C. Bahrain, its subsidiaries, associated and affiliated companies and their branches, including the Bank.

**Investment Services Client Agreement:** The Supplementary Service Agreement between you and the Bank for the provision of investment services.

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

**Notice Deposit Account:** means an Account opened in accordance with Section 5 of these Terms.

**PIN:** A personal identification number we issue for use with the Card.

**Relationship Manager:** means, where applicable, the officer of the Bank allocated to looking after your Account.

**Security Details:** means any details that you use as part of any security process to make or authorise a payment. This may include details such as you passwords, security codes or any biometric information (i.e. fingerprint) that are used for such purposes.

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

**Tariff of Charges:** The list of our standard charges, interest and fees, including the Unarranged Overdraft charges, but not including pre-agreed arranged overdraft interest rates provided to you on signing the Account Application Form.

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

**Unarranged Overdraft:** Has the meaning given to it in Section 5.5(e).

**We, us or our:** means the Bank.

**You or your:** means the person or persons in whose name(s) an Account is opened or for whom Services are provided.

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

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

## **2. Terms and Conditions Applicable to All Services**

### **2.1 Availability of the Services**

- (a) Services that you request will be made available by the Bank after completion of the Account Application Form, which will refer to any relevant Supplementary Service Agreement(s) and any other documentation required by the Bank. All requests for Services are subject to the Bank's acceptance which, where applicable, will be followed by the Bank opening an appropriate Account or Accounts for you or on your behalf. The Bank will undertake whatever due diligence enquiries it considers necessary to comply with its legal and regulatory responsibilities and may decline to accept any request for all or any part of the Services without explanation. The Bank will not act unreasonably when considering any application for Services but the Bank cannot specify how long its due diligence process may take and will not accept responsibility for any costs or losses incurred by any applicant attributable to the application process. It is a condition of these Terms that you maintain an Account with the Bank at all times while you are utilising any of the Services provided hereunder.
- (b) Subject to the terms of any relevant Supplementary Service Agreement, or as otherwise agreed, all Services will be uncommitted and may be withdrawn or required to be repaid at any time. The continued availability of any Service will be subject to the Bank's consent, in its sole discretion, and to the fulfilment by you of such conditions as the Bank may reasonably require. Upon each request or utilisation of any Service, you represent that you are the legal and beneficial owner of, or are otherwise authorised to deal with, the funds and assets in the relevant Account(s) and that all information we hold about you is accurate and up to date.
- (c) You may open and hold Accounts as an individual or together with others. With joint Accounts, upon the death of any of the Account holders, the funds and assets in the joint Account will be held to the order of the survivor(s), subject to the rights of the Bank as set out in these Terms or any applicable Supplementary Service Agreement. For joint Accounts, each Account holder is jointly and severally (individually) liable for the payment of any debt on such Accounts. This is known as 'joint and several' liability.
- (d) Based on your individual circumstances and the levels of relevant business conducted with the Bank, we will categorise your Account(s) as either a Retail, Private or Premium Account or as otherwise advised for the purposes of determining the Services for which you will be eligible, the fees and charges applicable to those Services and, if applicable in relation to those Services, the nature of regulatory protections available to you. Such categorisation will be notified to you in the Account Application Form for your Account(s) or separately in writing at the time you open your account and is separate from any client classification made under Section 2.5 below.

### **2.2 Contacting Each Other**

- (a) We may contact you by post, telephone, fax or other media (which in these Terms includes any form of electronic message) using the latest mail or e-mail address, fax or telephone number you have given us.
- (b) You can contact us in writing at the following address: Ahli United Bank (UK) PLC, 35 Portman Square, London, W1H 6LR. You can contact us by telephone at +44 (0)20 7487 6500 and by fax at +44 (0)20 7487 6808. You can also contact us via the secure messaging facility provided with our MyE-banking internet banking service, by e-mail via the Contact tab on the homepage of the UK section of the AUB Group website ([www.ahliunited.com](http://www.ahliunited.com)) or by e-mail to [Aubuk.info@ahliunited.com](mailto:Aubuk.info@ahliunited.com). These contact details apply to all products and Services mentioned in these Terms unless specified otherwise.
- (c) The Bank reserves the right to audit, monitor, access and maintain records of all telephone calls, voicemail messages, faxes, e-mail and data accessed, sent from, received by and stored upon its IT and Communications systems for the following purposes:
  - establishing the existence of facts relating to the transaction of business or the carrying on of business;
  - monitoring whether the Bank's IT and Communications systems are being used legitimately and determining whether the communications and data retained are relevant to the Bank's business;
  - monitoring standards achieved by users of the system to ascertain or demonstrate the standards which are achieved or ought to be achieved by persons using the system in the course of their duties;
  - securing effective system operation and investigating or detecting the unauthorised use of that or any other system;
  - assisting in the investigation of wrongful acts and preventing and detecting crime; and
  - ascertaining compliance with any legal or regulatory obligation.Please be aware that we do not remind callers before each phone conversation that the call may be recorded. For details on how we process data in accordance with the Data Protection Laws, please refer to Section 2.7.

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

### 2.3 Acting on your Instructions

- (a) As part of the Account Application Form, you will provide the Bank with specimen signatures for all of the individuals authorised to act on your behalf with respect to any Account(s) and Services you may open/request. You will ensure that any changes to the list of such individuals, including their removal, are promptly notified to and acknowledged by the Bank. Unless detailed otherwise in these Terms or any relevant Supplementary Service Agreement the Bank is authorised but not obliged to act on instructions given:
- (i) on a document bearing your original signature(s); or
  - (ii) by telephone or fax; or
  - (iii) by other electronic means including; (i) the secure messaging facility provided with our MyE-banking internet banking service; (ii) by e-mail via the Contact tab on the Homepage of the UK section of the AUB Group website ([www.ahliunited.com](http://www.ahliunited.com)); or (iii) by e-mail to [Aubuk.info@ahliunited.com](mailto:Aubuk.info@ahliunited.com).
- (b) If you give instructions to us by telephone we can ask you to confirm them in writing.
- (c) Before we act on faxed or e-mailed instructions we shall always contact you by telephone. We may also contact you by telephone to confirm documents that bear your original signature or any other form of instruction. We shall not act on any such instructions if we are unable to contact you or if we have any doubt as to their authenticity. In certain circumstances, such as those involving large transactions, in order to prevent financial crime we may require two different callers to contact you to confirm that the instructions are genuine and accurate, for your protection calls made by or on behalf of the Bank may also require confirmation of different personal details in order to counter the potential for identity fraud. Where two calls are required you will be informed by the first caller that a second call will follow before the instruction can be acted upon.
- (d) Unless detailed otherwise in these Terms or any relevant Supplementary Service Agreement you can only cancel instructions given if we have not already acted upon them.
- (e) We can refuse to act on any instruction in any of the following circumstances:
- (i) we suspect an unauthorised person is attempting to access your Account(s);
  - (ii) we have good reason to believe that you did not give us the instruction;
  - (iii) the instruction is not clear or, in the case of payment transactions, contains insufficient details; or
  - (iv) we believe that by carrying out the instruction we might break the law or other regulations, codes or duties which apply to us.

We will notify you as soon as reasonably possible of any such refusal. In relation to payment transaction, where possible, we will also notify you of the reasons for the refusal and any steps you may be able to take to rectify the payment. In relation to any non-payment matters, other than to confirm that we acted in accordance with our legal and regulatory responsibilities, we shall not be required to further justify or explain our actions.

- (f) There may be a delay in executing your instructions while we carry out any necessary due diligence including monitoring or fraud prevention checks. While reasonable grounds must exist before any Services are disrupted, other than our confirmation that we acted in accordance with our legal and regulatory responsibilities you will not be entitled to an explanation for any delay that may occur.
- (g) We may restrict the scope of instructions we are prepared to accept by the methods set out in Sections 2.3(a)(ii) and (iii) from time to time. We may vary these restrictions at any time with immediate effect. We will tell you if we cannot act on your instructions.
- (h) When you instruct us to make payments from your Account by Standing Order, Wire Transfer (SWIFT) or using the Residential Property Payments service as detailed in Section 3, below, we are under a legal obligation to provide your name, address and Account number to the beneficiary's bank.
- (i) Many payment systems and bank systems, both in the UK and in other jurisdictions, operate on an automated basis based on the bank codes and account numbers quoted in the payment instruction with no check against the bank or beneficiary name. You acknowledge and agree that you are responsible for providing us with correct beneficiary and bank numbers and codes when making payments by Standing Order or Wire Transfer (SWIFT) as detailed in Section 3 below and for any losses that you may incur as a result of incorrect details being supplied to us. For the avoidance of doubt this will include, but not be limited to, payments that are delayed, returned to us, or credited to an incorrect beneficiary from whom authorisation is required for the payment to be returned. We will make reasonable efforts to recover the funds involved in the payment transaction and will let you know the outcome, however, please note that we cannot guarantee that funds will be recovered. We will not charge you a fee for this service but will pass on to you any external costs that we incur in making such efforts.

- (j) We are responsible for ensuring that we act only in accordance with your authorised instructions. If we make a payment under Section 3 of these Terms that you have not authorised, you will not be liable provided the payment was made to an account situated in the EEA and you comply with these Terms, specifically Sections 3.9 and 3.10.
- (k) We are responsible for acting correctly in respect of your authorised instructions. In the event that we fail to act on your instructions or we execute your instructions incorrectly then subject to Section 2.5(c) we will, where relevant, refund your Account with the amount of the transaction and/or restore your Account to the state in which it would have been had the payment not taken place including, where applicable, by refunding relevant charges and interest. If you ask us to, we will also attempt to trace where the incorrect payment was made and keep you informed of the outcome.

We are not obliged to refund your Account if we can prove that a payment was received by the payees bank. It is the responsibility of the payee's bank to credit the account of the payee or to otherwise make the payment available to the payee, as appropriate.

For Direct Debits, you have additional protection under the Direct Debit Guarantee Scheme that entitles you to a refund if an incorrect payment has been made from your Account(s). Please refer to Section 3 for more details.

- (l) If you are charged more than you expected on a Card or Direct Debit transaction you may be entitled to claim a refund from the Bank provided:
  - (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, considering your previous spending pattern;
  - (iii) you ask us to refund the payment within 8 weeks of the date the payment is taken from your Account(s); and
  - (iv) the payment was made to an account situated within the EEA.

For Direct Debits, you have additional protection under the Direct Debit Guarantee Scheme that entitles you to a refund if an incorrect payment has been made from your Account(s). Please refer to Section 3 for more details.

- (m) You are responsible for providing any third party who is arranging payments to your Account(s) with the correct routing and account details as specified in Sections 3.1 and 3.2 and for any losses that you may incur as a result of incorrect details being supplied or used. For the avoidance of doubt this will include, but not be limited to, payments that are delayed, returned to the remitting bank or credited to an incorrect beneficiary from whom authorisation is required for the payment to be returned.
- (n) Effecting your payment instructions may involve routing payments via other banks which may be in the UK or in other jurisdictions. Such banks may have internal policies or be subject to legal and regulatory requirements that require them to refuse, return, make further enquiries about or freeze payments in accordance with such policies and requirements. In the event that a payment you have instructed us to make is delayed temporarily, returned to us or impounded or frozen you acknowledge that we are not liable for any resultant loss, either of the sum transferred or for any other related or consequential loss. We will advise you of the situation as soon as possible and use our best efforts to ascertain what actions are required in the event that you or we consider that any appeal or application for the release of the payment is justified, however any action we can take to assist you will be dependent on the individual circumstances and we are not obliged to take any action unless fully indemnified by you for any associated costs. In order for us to comply with relevant legislation it may not be possible to provide you with a reason for any delay so caused.
- (o) If we credit your Account in respect of a bona fide and properly authenticated instruction received but the actual payment is delayed, impounded or, frozen by any bank involved in its transmission or it is otherwise not received by us, we reserve the right to reverse such credit from your Account notwithstanding that it may create or increase an Unarranged Overdraft.

## 2.4 Third Party Providers

- (a) You can instruct a TPP to tell us to make a payment from your online payment Account(s) on your behalf and we will treat any instruction from a TPP as if it was from you. You cannot stop a payment once you have authorised a TPP to make it. You should check with any TPP you allow to access your account that they are authorised to carry out the services they are offering. The Bank is unable to distinguish whether instructions are provided by a TPP or by you and as such we will follow our normal procedures for authenticating payment instructions with you, irrespective of who provided the payment instruction. This may affect the functionality of some services offered by TPPs.
- (b) You can instruct a TPP to obtain and hold data about your online payment Account(s). Once a TPP has your permission and has obtained your data, they will be responsible for the security of this data.
- (c) We generally ask that you do not share your MyE-banking internet banking service security details with anyone else, but we will not treat you as breaking these Terms if you choose to disclose your security details to a TPP who asks you for them so that they can access internet banking on your behalf.
- (d) If you have a joint online payment Account 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. Either of you can revoke any ongoing consent granted to a TPP to access your joint Account.
- (e) We will treat any instruction from a TPP as if it were made directly by you. If you give your consent to a TPP that is not authorised by the FCA or by another European regulator then we will assume it is you that is authorising us to give access to your online payment Account(s) and will treat payments instructed by that TPP as authorised by you.
- (f) You must always tell us 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), we will assume that you consent to access being granted as frequently as the TPP requests it.
- (h) If you ask a TPP to request a payment and they do not do this then we will not be responsible for your payment not being made.
- (i) We may refuse to give access to a TPP in certain circumstances, or stop a TPP from accessing your online payment Account(s) for example, if we believe there is a risk of fraud or if doing so would mean that we breach a law or regulatory obligation that we must comply with. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable to do so, in which case we will tell you immediately afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances but will not tell you where doing so would compromise our reasonable security measures or otherwise be unlawful. If we deny access to a TPP, we must also tell our regulator that we have done so.
- (j) For the purposes of this section 2.4, only your current Account(s) and Call Deposit Account(s) are treated as online payment Accounts.

## 2.5 Liability and Standard of Care

- (a) The Bank will perform all of the Services requested pursuant to these Terms and any Supplementary Service Agreement with due skill, care and diligence and, where applicable to the Service provided, shall afford you the level of protection required by the rules of the FCA (the "**FCA Rules**") according to the level of client classification notified to and accepted by you. We will not therefore exclude or restrict or rely on any exclusion or restriction of any duty or liability we may have to you under the regulatory system. Certain Services offered by the Bank do not, however, fall within the scope of the UK's regulatory regime.
- (b) Subject to Section 3.10 below, you are liable for the payment of any debt on any Account whether caused by you or any other person with authority to access the Account. You have no right to defer payment of any debt incurred on any Account, and you are liable regardless of whether you signed the item or benefited from the overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable legal fees.
- (c) Subject to any regulatory requirements, we shall not be liable to you for any loss or damage suffered by you arising directly or indirectly from (i) the provision of the Services under or pursuant to these Terms or any Supplementary Service Agreement unless such loss or damage is due to gross negligence or wilful misconduct on our part or that of our staff; (ii) any act or omission when acting on your instructions; and (iii) any conduct including negligence or, where applicable, the default on the part of any third party unless any such person is an associate of the Bank. Furthermore, we will not be liable for any loss caused directly or indirectly by any act, event, omission or accident beyond the reasonable control of the Bank including, but not limited to, acts of God, war, riot, terrorism, civil unrest, compliance with any applicable law, or regulation, accident,

natural disaster, or other conditions beyond our control. We will not be liable to you for any consequential losses you may incur.

- (d) If as a result of any rule of law, regulation, or requirement of any competent court of law, governmental or other authority, body or institute, any provision of these Terms becomes invalid or unenforceable, such invalidity or unenforceability shall be limited to such provision and shall not affect the other provisions of these Terms which shall apply and be carried out as if the invalid or unenforceable provision was not contained in these Terms.
- (e) Pursuant to the FCA Rules, the Bank has a conflicts of interest policy which sets out the types of actual or potential conflicts of interest which affect the Bank's business and provides details of how these are managed. Details of the Bank's conflicts of interest policy are available on request.

## 2.6 Fees, Interest and Charges

- (a) All standard charges and fees applicable to the Services detailed in these Terms are detailed in our Tariff of Charges and where relevant any Supplementary Service Agreement(s). The Tariff of Charges forms part of these Terms and the Agreement between us.
- (b) Any alterations to our standard charges and fees will be detailed in an updated Tariff of Charges and a copy sent to you in accordance with Section 2.11 below. If any of the changes detailed are not in your favour we will not implement the changes for at least two months from our notification to you of the changes which may occur either by our sending you the updated Tariff of Charges or otherwise by advising you in writing. This notification may be with your regular statements or by a separate written communication. In the event that we continue to hold your money or assets but lose contact with you, after a period of account dormancy we will exercise our discretion, based on the nature and value of the money or assets, to determine what steps should be taken to trace you. Where it is appropriate to incur reasonable costs to endeavour to locate you, you consent by accepting these Terms to such costs being charged to your Account(s).
- (c) All payments from you to the Bank shall be made without set-off or counterclaim and shall be free and clear of any deductions or withholdings whether on account of tax or otherwise. If for any reason you are required to deduct or withhold any amount from any sum payable to the Bank, such sum shall be increased to ensure that the net amount received by the Bank is equivalent to the sum it would have received if no deduction or withholding had been made. You authorise us to deduct any applicable fees or charges calculated in accordance with our Tariff of Charges as notified to you directly from your Account(s) as and when due without our notifying you in advance of the details of that calculation or obtaining your prior agreement to the specific amount to be charged. We undertake upon receipt of your request to provide you promptly with full details of amounts charged and to rectify any error agreed with you as soon as is practicable together with reimbursement of any loss directly attributable to any overcharge.
- (d) We may use any amounts you hold on any Account, including your investments in our possession or control (where permitted by the FCA Rules), in any currency to reduce or repay any amounts you may owe us on any other Account, either in your own name or jointly with anyone else. This is termed our right of set-off. We may exercise our right of set-off if you create any indebtedness, including indebtedness resulting from Unarranged Overdrafts, a failure to maintain an Available Balance sufficient to cover the transactions instructed on your Account(s) (including but not limited to regular payments such as Standing Orders and Direct Debits, Cheques issued on your Account(s), Card Transactions, payment transactions, loan repayments, interest payments) or any fees and charges due to the Bank in respect of the Services, and have not responded to our requests for payment or repayment. If it is our intention to exercise our right of set-off we will normally write to you giving you at least 14 days' notice and to remind you of our rights. We will also normally write to you or send you a transaction advice on the Business Day after we have given effect to the set-off. We will not write to you if we have received reliable information that the last notified address is no longer current and we are unable after making reasonable efforts to trace you. For the avoidance of doubt we may exercise our right of set-off to cover an Unarranged Overdraft or other indebtedness between any Account(s) you may hold in your sole name and from any Account(s) you hold in your sole name to any Account(s) you may hold in joint names.
- (e) Our fees are exclusive of stamp duties, commissions and similar expenses. Such expenses, if applicable, shall be deducted from your Account(s). You hereby agree to pay, and indemnify the Bank against, any tax, cost or expense chargeable in respect of any payments made by you to the Bank and/or any of the Services provided to you pursuant to these Terms.
- (f) Overdraft interest rates for Arranged Overdrafts and, where applicable (refer to Tariff of Charges), Unarranged Overdraft interest shall be calculated on a daily basis and deducted from the relevant Account on the last Business Day of every month. Interest is compounded which means that from the date it is deducted from the relevant Account, interest is charged on it (unless there is a cleared credit balance immediately after it is deducted). Interest will continue to be charged after a demand or judgement has been made for repayment of the borrowing.
- (g) Unless we have agreed otherwise, interest payable to you (if applicable) will be credited to Call Deposit Accounts on a six monthly basis on the 30<sup>th</sup> June and 31<sup>st</sup> December and to Flexi Deposit Accounts on the first day of each month in respect of the preceding month.

- (h) If we reduce an interest rate on the Account(s), and the balance of your Account is over £100.00 at the time we make the decision we will advise you in writing at least two months before the change becomes effective.
- (i) If we increase an interest rate on Call Deposit Accounts or Flexi Deposit Accounts we will advise you either through despatch of your regular Account statement or separately in writing which may be after the higher rate has become effective.
- (j) We will pay credit interest to you gross. We will calculate any credit interest on payments once these have been added to your Account(s). It is your responsibility to comply with your tax obligations, such as payment of tax and filing of returns, in all countries where those obligations arise. We do not offer tax advice and we are not responsible for your tax obligations in any country. You should seek independent tax advice.

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

- (a) We will comply with the Data Protection Laws in relation to the Services we offer and our use of personal information. The term ‘personal information’ shall have the same meaning as the term ‘personal data’ as set out in the Data Protection Laws, in other words information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (b) For information on how we collect, use and store your personal information please refer to our privacy notice for customers, which is available on our website. We will provide a copy of this privacy notice to you when we first start processing your personal information. We will notify you if we make any changes to the privacy notice that impacts how we process your personal information.
- (c) Data subjects have a right of access to personal records held by credit reference and fraud prevention agencies. We will supply their names and addresses upon your request.
- (d) We will treat all information we hold about you and your Account(s) confidentially and by entering into these Terms you acknowledge:
  - (i) that the information we hold about you and all persons who are authorised to act on your behalf or who for legal and regulatory purposes are required to be disclosed to us can be held on computer and/or paper files.
  - (ii) that any information we hold about you may be disclosed to the following parties to the extent strictly necessary for the performance of the Services under these Terms or any Supplementary Service Agreement provided that any third party receiving such information shall be required to apply the same level of confidentiality to such information:
    - to third parties (e.g. credit reference agencies and product providers as well as to our external auditors and insurers, legal advisers and other advisers and consultants) for the purposes of enabling us to provide Services (including processing your application to enable us to commence our Services) and to enable those third parties to provide you with products and services;
    - to other members of the Group in order to improve services that are offered or provided to you;
    - to our regulators (who have a legal authority to check, access and copy all our records) and other relevant governmental agencies as required by applicable law, rule, regulation or requirement of any country, authority, body or institution.
    - you also agree to us sharing any information that we hold about you with a fraud reference agency should it be required;
    - where we have your consent; or
    - pursuant to Section 2.3(h).
- (e) An “association” between the joint applicant and/or any individual identified as your financial partner, will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other’s information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a “disassociation” at the credit reference agencies.
- (f) You should be aware that the UK is party to several international agreements on tax compliance that may require us to share tax information on our customers with HM Revenue & Customs (HMRC), who in turn may share this with other tax authorities globally. In order to allow us to comply with these agreements, you must promptly provide to us any information we may request from you (and/or any connected person) in relation to your Account(s).
- (g) We will keep transaction records for a minimum of seven years from the date of the relevant transaction, other information may be held for at least five years after the termination of our provision of Services under these Terms and any Supplementary Service Agreements.



## 2.8 Statements and Other Notices

- (a) The Bank will maintain accurate and detailed transaction records with respect to all receipts, investments, sales, disbursements and other transactions relating to all of the Services provided pursuant to these Terms and any Supplementary Service Agreements.
- (b) You will be provided with a periodic statement of your Account(s) unless we have received reliable information that the last notified address is no longer current and we are unable after making reasonable efforts to trace you. The frequency of the statement provided will be monthly for current Accounts, and six monthly for Flexi Deposit Accounts and Call Deposit Accounts. Please note that we can provide current Account statements more frequently than monthly, on request, but the frequency cannot be less than monthly. If there have been no transactions on your Account(s) during a statement period we may not send you a statement however the maximum period without a statement will be one year. We will determine the timing of despatch unless you have requested a specific day or date. You may order a statement at any time following which subsequent statements will return to the scheduled dates. Written statements in respect of the Services provided by the Bank will also be provided pursuant to the terms of the relevant Supplementary Service Agreements.
- (c) Statements are a valuable tool to help prevent fraudulent or mistaken transfers. The statement which we give you will show the transactions that occurred in connection with your Account during the statement period.
- (d) Your statement will provide 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 as it is made or any receipt so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.
- (f) You must check each statement received by you carefully and as soon as reasonably possible after receipt and you must notify us by telephone without undue delay and, if requested by us, provide confirmation in writing signed by you of any fraudulent transactions or transactions that you do not recognise or that are incorrect. If you do not notify us promptly, and in any event no later than 13 months after the date of the transaction, we may be unable to correct any errors and you will not normally be entitled to reimbursement in respect of any fraudulent or unauthorised transactions.
- (g) You must promptly provide any information relating to you or your Account(s) that is reasonably requested by the Bank. We may close or block your Account(s) if you fail to respond promptly to any such 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) We may put messages on your statements to tell you about changes to these Terms or any other matter deemed appropriate.
- (j) For joint Accounts, unless you have requested otherwise, you agree that when statements or other notices, including advices of transactions and changes to these Terms, are sent only one copy is required and that this copy will be addressed to all of you and sent to the address you have given to us. If you require additional copies of statements and notices to be sent to you separately at different addresses you can do so at any time by providing us with the details in writing.
- (k) Statements contain sensitive information and care should be taken to safeguard them. If you dispose of statements or other correspondence from us you should ensure that you do so in a secure manner, for example by use of a cross cut shredder.

## 2.9 Events of Default

- (a) Any amount outstanding from you to the Bank which is not payable or repayable on demand shall become so payable immediately following the occurrence of any of the following:
  - (i) you fail to pay when due any amount payable under, or otherwise commit a material breach of or repudiate, these Terms or any Supplementary Service Agreement or evidence any intention of doing so;
  - (ii) you fail to satisfy any payment demanded or margin call made by the Bank or to sustain any margin levels required by the Bank in connection with any Service;
  - (iii) any representation that you make in connection with these Terms or any Supplementary Service Agreement proves to be incorrect;
  - (iv) you become insolvent, bankrupt or otherwise unable to pay your debts as they fall due or you initiate or become subject to any insolvency, administration, liquidation or winding up or statutory moratorium procedure or procedures (including any administration and any voluntary or compulsory liquidation) or you take any steps make or propose or implement any composition, rescheduling or arrangement with your creditors, whether generally or with any particular class of creditor;

- (v) a receiver or administrative receiver is appointed over or a mortgagee, chargee or other encumbrancer takes possession of, any part of your assets or undertaking or a lessor under any leasing arrangement retakes possession of any leased asset or premises by reason of default on your part;
- (vi) any event which is analogous to those in sub-sections (i) to (v) above occurs in respect of you or any of your assets in any jurisdiction to which you or they are subject;
- (vii) you die or become mentally unsound;
- (viii) any event occurs which in the reasonable opinion of Bank has a material adverse effect on your ability to perform any of your obligations under these Terms or any Supplementary Service Agreement, whether immediately or at any time in the future; or
- (ix) there occurs a material adverse change in your financial condition, business prospects or trading performance.

## 2.10 Term of the Agreement

These Terms, including the framework contract at Section 3, will continue until you no longer maintain an Account in our books. The process for closing your Account(s) is detailed in Section 2.12 of these Terms. If we change the Terms in accordance with Section 2.11 below and you have not instructed us to close your Account(s) by the end of the notice period applicable to the changes you will be deemed to have accepted them. If you choose to close your Account(s) as a result of changes to these Terms you may do so without notice and without incurring a charge.

## 2.11 Changing the terms of the Agreement

- (a) We may change these Terms and the terms of any Supplementary Service Agreements for reasons including but not limited to changes to our Tariff of Charges, commercial reasons including the addition, withdrawal or changes to our products and services, market conditions, changes in the cost of providing a service to you or to remain compliant with our legal and regulatory obligations.
- (b) Unless required otherwise by applicable law, we will notify you of any changes by:
  - (i) putting messages on your statements;
  - (ii) sending you a separate written notice; or
  - (i) displaying a notice on our website ([www.ahliunited.com](http://www.ahliunited.com)).
- (c) Other than as detailed in Section 2.6(i) of these Terms in respect of changes required to comply with applicable law or in respect of changes made in your favour, we will notify you of all changes at least two months before they occur to give you sufficient time to consider whether you wish to continue with the service unless we have received reliable information that the last notified address is no longer current and we are unable after making reasonable efforts to trace you.
- (d) It is important that you keep your contact details provided to the Bank up to date to ensure that you do not miss important changes to the terms governing your Account(s) and Services. You have the right to a copy of these Terms at any time whilst you remain a customer of the Bank. The latest version of these Terms will be available on our website, in our branches and by contacting the Bank by telephone.

## 2.12 Closing Your Account(s) and Ending the Agreement

- (a) Unless detailed otherwise in these Terms or any relevant Supplementary Service Agreement, you can close your Account(s) by notifying us in writing (in the case of joint Accounts all Account holders must sign the Account closing request / letter). You must also return to us any Cards issued to you for use with the Account(s) cut into at least four pieces across both the silver chip on the front of the Card and the black strip on the back together with any unused Cheques and cheque books. You must also inform us of the details of any Cheques you have issued and Card Transactions you have authorised but which have not been debited to your Account(s).
- (b) Subject to the Bank's rights under Section 3.12 below, if one or more Account holders on a joint Account die, any survivor(s) may continue to operate the Account without change. You should be aware that any third party mandate in relation to the Account is automatically cancelled upon the death of one or more Account holders.
- (c) Subject to the terms of any Supplementary Service Agreements, we may close your Account(s) for any reason by providing you with at least two months' notice unless you are in material breach of these Terms or any Supplementary Service Agreement or have failed to remedy any such breach when requested in which case we may close your Account(s) by giving immediate notice (unless otherwise required by applicable law).
- (d) On closing your Account(s) we will be entitled to refuse to accept any more payments into or any instructions in relation to any Services undertaken in connection with the Account(s) (except such payments or instruction as are necessary to repay any debt and outstanding interest and charges on the Account(s)) and may return any remaining balance to you by cheque, made payable to you and sent to the address we hold for you in our records unless we have received reliable information that the last notified address is no longer current and we are unable after making reasonable efforts to trace you. In these circumstances we may exercise our right to sell any asset in our custody to generate money to pay for ongoing fees for our Services including reasonable costs to endeavour to locate you.

- (e) We may close the Account(s) immediately and without previous notice if:
  - (i) you have failed to utilise or fund the Account(s) within the first six months of opening; or
  - (ii) you have seriously and continually breached these Terms or we are required to do so by law, but we will send you written confirmation of closure unless we have received reliable information that the last notified address is no longer current and we are unable after making reasonable efforts to trace you.
- (f) Any benefit or services we provide in relation to particular Accounts will end as soon as such Account is closed.
- (g) You must repay any money you owe us, including the amount of any Cheques, Card Transactions, 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, for recurring debit card payments (called a “continuous payment authority”) from your Account(s) you can inform us that you want to cancel any such payment and we will cancel these for you.
- (h) Other than as detailed in Section 3 of these Terms and any applicable Supplementary Service Agreement we will not charge you a fee for arranging the closure of your Account(s). If we have already charged a recurring fee for a product or Service, you will be refunded in accordance with the Tariff of Charges to the extent that we have not ourselves incurred irrecoverable related costs.

### 2.13 Governing Law

These Terms and any Supplementary Service Agreement shall be governed by and construed in accordance with the laws of England and any disputes arising under these Terms or any Supplementary Service Agreement shall be referred to the appropriate English court for adjudication and for that purpose you irrevocably submit to the non-exclusive jurisdiction of the English courts.

### 2.14 General

- (a) If any provision of these Terms or of a Supplementary Service Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect.
- (b) These Terms, together with any Supplementary Service Agreement, the Account Application Form and Tariff of Charges constitute the entire agreement between you and the Bank and replace any previous or existing agreement you had with us with respect to such subject matter.
- (c) You must notify us immediately if there is a change in the name, address, residency or tax residency of any of you or of any other change in your circumstances that would change the information that you have provided to us. Unless we agree otherwise, changes must be confirmed in writing by at least one of the Account holders within 30 days of the change. We will attempt to communicate with you only by use of the most recent address or other contact details that you have provided to us unless we have received reliable information that the last notified address is no longer current and after making reasonable efforts to trace you we have identified an alternative address.
- (d) If you stop using your Account, or if you have more than one Account, all of your Accounts, for a period in excess of three years we may treat your account as being dormant as a means of preventing fraud and protecting your privacy. Where possible, we will contact you requesting that you confirm to us that you wish your Account(s) to remain open and that you are still receiving statements. We may do this using any of the methods detailed in Section 2.2(a) however we will normally do so in writing by the issue of a dormant account notice if we have been unable to contact you by other means. You may reply, using any of the methods detailed in Section 2.2(b) excluding telephone.

If we have been unable to establish contact with you within two months we will apply further security procedures to protect your Account(s). If after applying these procedures further credits are received for your Account(s) we will continue to apply them as detailed in these Terms however you will not be able to issue us with further payment instructions without first providing us with satisfactory contact details. In particular this means we will not authorise Card Transactions and will not honour Cheques that you have issued. We will continue to send you statements and transaction confirmations for as long as your Account(s) remain open unless your mail is returned to us undelivered or the balance of any individual Account falls below £1,000 in which case they may be kept on file.

We reserve the right to close your Account(s) after further periods of inactivity to be determined by us at our discretion but not less than 15 years. If we do so we will keep a permanent record and you will be able to contact us at any future date and open a new Account (subject to successful application) or on completion of appropriate identification procedures give us instructions to transfer the balance. Where applicable dormant Account balances will continue to accrue interest at the appropriate rate both before and after the Account has been closed.

We may close Account(s) with zero balances after a period of one year of inactivity. Once the account is closed, we will write to let you know at the most recently notified address.

- (e) We may offer products and services other than those detailed in these Terms subject to separate written agreement. Any applicable charges will be detailed in that separate written agreement or provided to you in an updated Tariff of Charges.
- (f) If we relax any of these Terms for you, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.
- (g) You may not transfer or assign your legal rights under these Terms to anyone else. We may transfer all or part of our rights and obligations hereunder to such third party as we deem fit and capable of under taking them. The only people who have any rights under these Terms are you, us and any joint account holder (as applicable).
- (h) If you have a complaint or concern about our Services please contact your account or relationship manager in the first instance or if you prefer you may call +44 (0)20 7487 6500 and speak to our Compliance Department. If we are unable to resolve your complaint to your satisfaction by the close of business on the third Business Day after it is received we will provide you with a copy of our leaflet entitled "Customer Complaints" which provides information as to how we administer complaints including our timeframes for responding or updating you with the progress of our investigation. We are committed to investigating any complaints fully and fairly in line with the regulatory requirement of "Treating Customers Fairly". Formal complaints should be made, preferably in writing, to the Compliance Department. If you are not satisfied with our handling of your complaint you may have the right to refer it to the Financial Ombudsman Service (FOS) which can be contacted at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone number 0800 023 4567 or 0300 123 9 123 . If calling from outside the UK +44 20 7964 1000. If you require details of our complaints handling arrangements or details about the FOS these will also be provided on request in Arabic if this is specified.
- (i) We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including most individuals, small and large businesses - are covered by the scheme. In respect of deposits an eligible depositor is entitled to claim up to £85,000. For joint Accounts each Account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 financial limit relates to the **combined** amount in all the eligible depositor's Accounts with the Bank, including their share of any joint Account, and not to each separate Account. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on +44 (0)20 7487 6500, contact your Relationship Manager, ask at our branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on +44 20 7741 4100 or if you are in the UK 0800 678 1100. Please note *only* compensation related queries should be directed to the FSCS.

Different compensation arrangements exist for other types of FCA regulated activities; details are provided in the Supplementary Service Agreements and will be provided on request.

- (j) A person who is not a party to these Terms or a Supplementary Service Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of their terms.

### 3 Payment Accounts and Services

This Section 3 constitutes a separate framework contract covering the payment services on your Account(s). Upon request, the Bank may, at its discretion, make available the services detailed in Section 3 to you. Unless expressly stated otherwise, all references to Account(s) in this Section 3 are to payment accounts (current Account(s) or Call Deposit 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 the details you need to provide to a third party in order for them to remit Sterling in the UK to your Account(s) with us are our Bank name, sort code (30-19-01), and your name and eight digit Account number. Both our sort code and your Account number can be found on your cheque book, where applicable, and on the bank statements that we send to you. For payments originating outside the UK and/or payments in currencies other than Sterling the details are provided in Section 3.2(e)(i). You should be aware that payment systems in the UK operate on an automated basis based on sort codes and account numbers with no check against the beneficiary name. Please be aware that you are responsible for any losses if you provide incorrect details to a third party and please refer to section 2.3(m) for more details.

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

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

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

Cash may be paid in to your Account(s) at our offices at 35 Portman Square, London, W1H 6LR.

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

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

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

Cash paid in at other UK banks will be received by us as a credit through the UK clearing system and will form part of your Available Balance and be treated as cleared for interest calculation purposes on the day we receive it.

**Any restrictions or requirements;**

You must tell us where you obtained the cash if we ask you and we may also require documentary evidence to support this. Notwithstanding these requirements we may at our entire discretion refuse to accept cash deposits of any amount into your Account(s).

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

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

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

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

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

**Any restrictions or requirements:**

For withdrawals at our office of amounts over £5,000 you may need to give us two Business Days' notice and tell us the purpose for which the cash will be used, if we ask you.

Withdrawals at an ATM are subject to a standard daily limit which we will advise you of on your request. The operator of the ATM may charge you a fee for this service.

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<b>(b) Cheque Transactions</b>	<i>This section explains how you can pay cheques into, or issue cheques from, your Account(s) and any associated restrictions or requirements</i>
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**(i) Paying Sterling Cheques Drawn on UK Banks into Your Account(s)****How to make use of this service:**

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

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

Cheques drawn on us by other customers of ours and paid in at our office during Business Hours will be credited to your Account and added to your Available Balance immediately unless we are unable to process them for legal or regulatory reasons or we are not in a position to pay them. If we accept a cheque drawn on us for deposit after Business Hours we will consider it deposited, and your receipt will be dated, the following Business Day.

Cheques drawn on other UK banks paid in at our office during Business Hours will be credited to your Account immediately unless we are unable to process them for legal or regulatory reasons. They will be cleared through, and subject to the rules of, the UK cheque clearing system. Such cheques will be treated as cleared for interest calculation purposes on the second Business Day after deposit and will be included in your Available Balance on the fourth Business Day after deposit.

If we are not in a position to pay a cheque that you have presented the reason will be written on the cheque and it will be returned to you in person at the counter, or by post unless we have received reliable information that the last notified address is no longer current.

**Any restrictions or requirements:**

Generally you may only pay cheques into your Account that are payable to you, or in the case of a joint Account one or more of you, however if the cheque has not been crossed with the words "Account Payee Only", "Not Transferable" or similar it may be credited to your Account if signed on the reverse by the payee ("endorsed"). This is at our entire discretion and may be subject to further enquiry by us which may result in delay or our decision not to accept the cheque, for which no explanation shall be given other than our confirmation that we acted in accordance with our legal and regulatory responsibilities. Cheques with restrictive crossings such as those mentioned cannot be endorsed to you and paid into your Account. Cheques payable to a company or business can never be endorsed and may only be paid into an account in the name of the payee. A cheque made payable to joint payees may not be paid into a sole Account.

If a cheque you have paid in to an Account is returned unpaid by the bank of the person who wrote the cheque, it will normally be debited to that Account three or four Business Days after the day of deposit. It will not be debited to an Account more than six Business Days after the day of deposit unless we suspect that you are a knowing party to fraud in relation to the cheque or we have your express consent to do so. For example a cheque paid in on a Monday and returned unpaid will normally be debited to an Account on Thursday or Friday and will be debited no later than the second Tuesday following deposit assuming there is no bank or public holiday during the period. If the amount debited to an Account in respect of an unpaid cheque exceeds the Available Balance the excess will be treated as an Unarranged Overdraft. Depending on the reason for the cheque being returned by the bank of the person who wrote the cheque we will either represent the cheque on your behalf or return the cheque to you unless we have received reliable information that the last notified address is no longer current.

If you require to know with certainty whether a cheque will be paid sooner than would be the case if cleared normally you can ask us to clear the cheque by special presentation. We will then send the cheque by first class post or courier to the bank of the person who wrote the cheque that on our telephone request must provide confirmation of payment or non-payment by close of business on their day of receipt. You may not receive the funds any quicker but will know with certainty that the cheque cannot be returned unpaid. We will not charge a fee for this service unless you request delivery of the cheque to the bank of the person who wrote the cheque by courier in which case we will pass on the costs incurred. If you do not request delivery by courier you accept full responsibility for any delay or loss resulting from use of Royal Mail postal services.

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

Cheque books are issued on request at the time of opening your Account and subsequently. You must not issue a Cheque unless you have sufficient Available Balance in your Account. If you do not have sufficient Available Balance we may return any Cheques issued unpaid. If we do so we will advise you in writing on the following Business Day and, if you are a corporate or other non-individual customer, we will charge you a fee in accordance with our Tariff of Charges. We may at our entire discretion pay a Cheque when you do not have sufficient Available Balance. The excess amount will be an Unarranged Overdraft in accordance with Section 5.5(e).

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

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

**Any restrictions or requirements:**

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

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

Paid Cheques will be retained by us. We reserve the right to take copies of Cheques that we receive and pay by any means that we reasonably consider to be appropriate, including among other means image processing, and to rely on such copies. We are entitled to destroy originals at any time after they have been copied. Originals or copies of paid Cheques will be retained by us for at least seven years.

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

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

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

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

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

**Any restrictions or requirements:**

None.

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

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

You may give us instructions to set up a Standing Order payment on your Account(s). Instructions to us to set up Standing Order payments must be in writing and must be received by us during Business Hours on the Business Day prior to the first scheduled payment date. Instructions received after this time will be processed on a best efforts basis. A new Standing Order instruction must include the name and account number of the beneficiary, the sort code of the beneficiary's bank, the date of the first payment, the date of subsequent payments if different from the date of the first payment, the frequency of the payments, the amount of the payments, the number of payments or the date of the last payment and any reference number that will enable the beneficiary to identify the payment. The first and last payments may be for different amounts but all other payments must be for the same amount.

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

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

**Any restrictions or requirements:**

You must maintain sufficient Available Balance to cover Standing Order Payments that you have instructed us to make. We may at our entire discretion effect payment of a Standing Order when you do not have sufficient Available Balance. The excess amount will be an Unarranged Overdraft in accordance with Section 5.5(e). If we do not effect a Standing Order payment because you do not have sufficient Available Balance we will not reschedule the payment and you will have to make alternative arrangements or separately instruct us to make the payment. Subsequent payments will be made normally on the scheduled dates if you have sufficient Available Balance.

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

In order to set up a Direct Debit you must complete an instruction form provided by the originator of the payments. The completed form will either be sent to us by the originator or the instruction lodged with us electronically. The instruction must be provided to us during Business Hours no later than the day prior to our receipt of the first claim. Instructions received after this time will be processed on a best efforts basis but may result in our refusal of the first claim. If there are any changes to the amount, date or frequency of your Direct Debit the originator will normally notify you 10 Business Days in advance of your Account being debited unless otherwise agreed between you. If you request the originator to collect a payment, confirmation of the amount and date will be given to you at the time of the request.

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

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

**Any restrictions or requirements:**

If you receive a refund you are not entitled to, you must pay it back when the originator asks you to. You must maintain sufficient Available Balance to cover Direct Debit claims on your Account. If you do not have sufficient Available Balance we may refuse claims that we receive. We may at our entire discretion accept a Direct Debit when you do not have sufficient Available Balance. The excess amount will be an Unarranged Overdraft in accordance with Section 5.5(e). If we do this we will advise you in writing. If we refuse a claim because you do not have a sufficient Available Balance the originator of the claim will decide whether to represent the claim at a later date or request payment from you by other means.

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



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

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

In order to receive SWIFT Payments to your Account with us it will normally be sufficient to provide our Bank Identifier Code (“BIC”) and your International Bank Account Number (“IBAN”) to the person who wishes to pay you, however you may sometimes be requested to provide our correspondent bank details. These are provided in the table immediately below for Sterling, US Dollar and Euro. The Sterling instructions are only for remittances originating from outside the UK. For Sterling payments originating inside the UK refer to Section 3.1 above. For other currencies we will provide the details on request.

Sterling (GBP)	Beneficiary Bank	Ahli United Bank (UK) PLC 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	Ahli United Bank (UK) PLC 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	KBC Bank NV, Brussels Swift Code: KREDBEBB
	Beneficiary Bank	Ahli United Bank (UK) PLC 35 Portman Square London W1H 6LR Swift Code: UBKLGB2L
	Beneficiary Customer	Your Name and your IBAN

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

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

SWIFT payments that we receive for your Account(s) in Sterling and Euro will be credited to your Account(s) and be included in your Available Balance on the Business Day of receipt. US Dollar payments received by 6pm on Business Days will be credited to your Account and be included in your Available Balance on that day. US Dollar payments received after this time will normally be credited to your Account and included in your Available Balance on the next Business Day but with value for the Business Day that such payment was received by us. We will process payments received with the correct Account number quoted and in the correct currency as soon as possible after receipt and usually within two hours. Receipt and processing of payments is a continuous process and payments received may not be included in your Available Balance until after Business Hours.

**Any restrictions or requirements:**

If we receive a payment in a currency that differs to that of the Account number quoted we will credit an existing Account in your name in the currency of the payment or, in the absence of such Account, convert the payment to the currency of the Account number quoted. If we convert the payment the rate used will be our standard applicable rate. If the sum received is in excess of USD100,000 or equivalent we will not convert it without your specific instructions

and agreement to the exchange rate to be applied. If we are unable to contact you we will credit an existing Account in your name in the currency of the payment or open an equivalent Account in the currency of the payment and credit the sum received to it. We will send you a written confirmation of receipt of all SWIFT payments received. We will not be responsible for any loss due to the exchange or non-exchange of any payment received if the currency of the payment is not the same as the currency of the Account number quoted.

If a payment is received without an Account number quoted or with an incorrect Account number quoted it cannot be processed automatically which may cause a delay in your Account being credited and we will only credit your Account if we can satisfy ourselves beyond doubt that you are the intended beneficiary of the payment. We reserve the right to hold such payments pending such enquiries as we deem necessary to determine the intended beneficiary. If after making reasonable enquiries we are unable to determine the intended beneficiary to our entire satisfaction we will return the payment to the remitting bank. We will not be responsible for any loss you incur.

We do not make a charge for receiving SWIFT payments to your Account(s).

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

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

Instructions from you in respect of outgoing SWIFT payments must always state the amount and the currency to be remitted, and whether our charges are to be deducted from the payment amount you have specified or charged to your Account in addition to the payment amount and must also include the following information as appropriate.

Sterling Payments to UK Banks	Bank Name and Branch Name or Address Sort Code Beneficiary Name Beneficiary Account Number
Euro Payments and other European Economic Area (EEA) Currency Payments to Bank Accounts in the EEA	Bank Name and Branch Name or Address Swift Code or BIC Beneficiary Name Beneficiary IBAN Number
All other Payments	Bank Name and Branch Name or Address Swift Code or BIC Beneficiary Name Beneficiary Account Number or IBAN (depending upon jurisdiction)

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

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

Sterling	4.00pm
US Dollars	3.00pm
Euro	11.00am

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

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

**Any restrictions or requirements;**

When the currency of your requested payment is not the currency of the Account you instruct us to debit the exchange rate we use will be our standard applicable rate. For sums in excess of USD100,000 or equivalent we will attempt to contact you to agree the rate in advance, but will proceed with our standard applicable rate when we are unable to contact you. If you cancel an instruction for which a currency exchange has already been effected, or a payment is returned to us for which a currency exchange was required and we re-credit your Account, the rate used will be the rate applicable on that date. When a payment is returned to us we will attempt to contact you before re-crediting your Account(s) but will proceed with our standard applicable rate when we are unable to contact you. We will not be responsible for any loss that you incur as a result of us re-crediting your Account(s).

You must not give us an instruction if you do not have sufficient Available Balance. We may at our entire discretion process your payment instructions when you do not have sufficient Available Balance. The excess amount will be an Unarranged Overdraft in accordance with Section 5.5(e). If we do not process your payment instruction we will hold the instruction unactioned and try to contact you by telephone. If we are unable to contact you by telephone we will write to you to inform you.

A fee will be charged for this service in accordance with our Tariff of Charges.

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

Faster Payments (FPS) is a UK domestic low value payment system which enables payments to be effected in real time. We are not a member of FPS however we have made arrangements that enable us to receive payments for your Account(s) that have been remitted via FPS. The details you need to provide to a third party to enable them to remit Sterling to your Account by FPS are detailed in Section 3.1.

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

These payments will be treated in accordance with 3.2(e)(i) (Wire Transfers) above with the exception that under these arrangements payments received by us until 3.30pm on a Business Day will be credited to your Account on that day within two hours of receipt. Payments received from some banks can be received until 5.30pm on Business Days and where this is the case they will be credited to your Account on that day within two hours of receipt. Payments received after these times will be credited to your Account(s) on the following Business Day.

**Any restrictions or requirements:**

None.

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

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

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

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

**Any restrictions or requirements;**

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

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<b>(h) 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 associated restrictions or requirements</i>
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**(i) How to make use of this service:**

If you are a natural person who holds a Sterling current Account, you may by completing an application form request a Card that enables you to carry out Card Transactions. Additional terms and conditions apply to Cards and these are set out in Section 3.3, below.

The Card or Card number can be used for Card Transactions with Merchants who accept the Card. We are not responsible if any Merchant, bank, ATM or other machine does not accept your Card. The Card may also be used to withdraw cash in accordance with Section 3.2(a)(ii) above.

We offer the Verified by Visa service (VbV). This service is subject to additional terms and conditions. In order to make purchases on-line from Merchants that participate in VbV you will need to register with us for the service first. Details of how you can do this and the additional terms and conditions will be provided to you when you apply for a Card. They are also available on our website and from us at any time during Business Hours on request. If you do not register for the VbV service you will only be able to transact on-line with Merchants that do not participate in VbV.

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

We will deduct the amount of each Card Transaction from the relevant Account.

With your authorisation a Merchant may contact us, or an agent acting for us, for confirmation that we will pay a proposed Card Transaction (this is called "authorisation"). If authorisation is given the Card Transaction will immediately reduce the Available Balance, even though the amount has not been deducted from the Account(s). Most Card Transactions will be received by us and deducted from your Account(s) within a few days of the date of the Card Transaction; however this 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 transaction submitted by the Merchant, we will immediately increase your Available Balance by the unused portion of the authorisation. If a Card Transaction has not been received by us within 7 days of the date of authorisation we will cancel the authorisation record from your Account(s) and increase your Available Balance by the amount of the authorisation, however if we receive a Card Transaction more than 7 days after the authorisation date we will still deduct the amount from your Account(s). If you do not have sufficient Available Balance the excess will be an Unarranged Overdraft.

If a Merchant is liable to refund a Card Transaction, we will only credit the Account(s) with the amount of the refund when we receive confirmation from the Merchant

**Any restrictions or requirements**

You are not entitled to use a Card to overdraw the Account(s) if no overdraft facility has been arranged, or to overdraw the Account(s) above the limit of an arranged overdraft facility. If at any time any transaction does result, without prior arrangement, in your Account(s) being overdrawn or the agreed overdraft limit being exceeded this will be an Unarranged Overdraft. You are not entitled to use the Card if this would happen, but this does not affect our right to deduct the amount of the Card Transaction from the Account(s) if the Card is used. If you create an Unarranged Overdraft by use of your Card we may write to you to advise you or to demand repayment.

Card Transactions will be detailed on your Monthly Statement and we will not normally provide you with separate written confirmation of each Card Transaction.

We will apply limits to the number and value of transactions that we will authorise for your Card(s) during any given period of time. For security and fraud prevention purposes we do not publish these limits but we will inform you of them if you contact us. If, on an exceptional basis you wish to carry out a Card Present Transaction in excess of the limit we have applied to your Card please contact us and we may, at our absolute discretion, make arrangements for the transaction to be authorised.

You may cancel the Cards at any time without notice by giving us instructions in writing, enclosing all Cards issued for the Account, destroyed 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. We may cancel the Cards issued on your Account(s) by giving you at least two months' notice. If you breach these Terms by misusing the Card we may refuse to provide you with a renewal or replacement Card or to allow any overdraft facility to be further drawn at any time without previous notice, but we will send you written confirmation. If you or we cancel the Cards we can continue to deduct from the Account(s) the amounts of any Card Transaction that you have authorised and you will still be liable to repay any borrowing on the Account(s), together with interest and charges until repayment in full.

**3.3 Additional Terms and Conditions regarding Cards and Card Transactions**

**(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 us it will be immediately activated and available for use. If your Card is posted to you certain steps will need to be completed to activate the Card and these will be detailed in the accompanying letter. The Card is only valid for the period shown on it and must not be used outside this period. If the Card expires or is lost or stolen, we may provide 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**

On receipt of your PIN, you should memorise the number and then destroy the slip on which it is printed. You may change your PIN number at any time at the ATM at our premises at 35 Portman Square, London, W1H 6LR, or at any Ahli United Bank ATM in Bahrain. The PIN must be kept secret. Do 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. Do not write the PIN on the Card or on anything kept with the Card. If you forget your PIN we can 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.

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, we will treat this as your irrevocable consent to the transaction concerned. Once the Card has been used for a Card Transaction, the Card Transaction cannot be stopped. We will deduct the amount of any Card Transaction from your Account(s). There may be some circumstances in which we can obtain a refund for you, for example if the Merchant has claimed the wrong amount or if the Merchant does not provide the goods you have paid for. This will depend on the circumstances and you should contact us and provide the details of the transaction so that we may advise you.

**(d) Joint Accounts**

This Section applies if the Account to which a Card is linked is a joint Account and (unless otherwise stated) shall continue until we receive written notice to the contrary from any one joint Account holder. We may issue a Card to any one of the joint Account holders. We may pay and deduct from the Account(s) all amounts resulting from transactions or instructions which any one joint Account holder instructs or authorises us to pay. This applies whether the Account is in credit or overdrawn, or becomes overdrawn as a result of such transaction and continues to apply if a payment cannot be stopped. Each joint Account holder is jointly and severally responsible for complying with the conditions of these Terms.

**(e) Data Protection and Collection**

Please be aware that use of your Card abroad will involve third parties who may not be subject to the Data Protection Laws or its equivalent. To the extent we process your personal information we will comply with the Data Protection Laws as details in Section 2.7.

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

All Card Transactions made with the Card outside the UK constitute a payment by us to the country where the Card Transaction took place. As a result a Card Transaction 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 Card Transaction is requested. Therefore, Card Transactions made outside the UK shall be in a currency determined by the Merchant or ATM operator with whom the Card Transaction is being undertaken. The equivalent in the currency of your Account shall be debited to your Account(s) with us. Card Transactions outside the UK shall also be subject to any exchange controls, regulations or limitations in effect in the country in which the Card Transaction took place.

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

With the exception of Card transactions, where any payment requires a conversion by the Bank into a foreign currency we will use our standard applicable rate on the date of the payment. For Card transactions, the exchange rates used will be the standard rates used by Visa plus 1%. We will only convert a payment into a foreign currency at your request or in accordance with these Terms.

If you want to know the standard applicable rate that will be used on a transaction, you can contact the Bank to obtain the standard applicable rate. For Card transactions, 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>

The Visa rate plus 1% will be the exchange rate applied to any currency conversation on Card transactions.

**3.5 Foreign Currency Payments**

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

**(a) Cash**

Foreign currency cash withdrawals will incur a fee as detailed in our Tariff of Charges and will be converted at the 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 two Business Days' notice.

Foreign currency cash deposits will incur a fee as detailed in our Tariff of Charges and will be converted at the 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.

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

Acceptance of any foreign currency or cheque that cannot be cleared in the UK cheque clearing system is entirely at our discretion. Such cheques can only be deposited for collection at our offices at 35 Portman Square, London, W1H 6LR. They may be posted to us if you are not able to deposit them in person. You must provide us your Account number to which the cheque proceeds are to be deposited at the time you deposit or send us cheques. If the currency of the cheque deposited is not the currency of the Account you have asked us to credit we will convert the proceeds to the currency of the Account to be credited. If we convert the proceeds the rate used will be our standard applicable rate derived by reference to market sources on a daily basis unless the sum received is in excess of USD100,000 or equivalent when we will obtain the current market rate. If we are unable to receive the currency of the cheque we will instruct the bank on which the cheque is drawn to convert the proceeds to the currency of the Account you have asked us to credit. In this case the exchange rate will be beyond our control. If you contact us prior to or at the time of deposit during Business Hours, we will inform you, based on the details of the cheque/s to be collected, of the method of collection we will use and whether we can receive the proceeds in the currency of the cheque. We will only accept traveller's cheques that are denominated in Sterling and drawn on a bank in the UK and these will be processed in accordance with the procedures detailed in Section 3.2(b)(i). We are unable to accept cheques that are drawn on banks in the United States of America. If we decline to accept a cheque for collection we will advise you and return the cheque to you. If we accept cheques for collection we will procure payment by such method as we determine to be most appropriate in the circumstances based on the amount, the drawee bank and the jurisdiction. This may be by direct presentation to the drawee bank or via a correspondent bank. We will credit your Account with the collection proceeds on the Business Day that we receive confirmation of receipt of payment and if the value date of receipt of the proceeds is earlier than the date of confirmation such earlier value date will be used when crediting your Account. We may charge you a fee for this service in accordance with our Tariff of Charges. The drawee bank may deduct a fee or commission before remitting the proceeds to us or may charge a fee that is payable up-front and that is not refundable if the cheque is not paid. They may also refuse payment and require a fee to be paid to cover their costs in returning the unpaid cheque to us. In depositing cheques for collection you acknowledge and agree that you are liable for all fees, charges and commissions payable in respect of the transaction and agree that we may debit your Account accordingly for any such costs not already deducted by the drawee bank. You also acknowledge that in other jurisdictions different settlement, legal and regulatory requirements and practices may apply. In particular in some jurisdictions cheques may be returned unpaid and proceeds reclaimed from the collecting bank after the proceeds have been received. In such cases we will debit your Account even if it creates or increases an overdraft or Unarranged Overdraft. You acknowledge and agree that we are not liable for the loss of any cheque or any consequential loss arising from that loss that is outside our direct control, including losses arising through the use of the UK or overseas postal systems. If you do not wish to bear the risk of loss associated with the use of postal systems you may request us at the time of deposit to use a courier. Courier costs incurred will be debited to your Account. We retain copies of cheques sent to drawee banks for collection and will make reasonable efforts to procure payment in respect of lost cheques but will otherwise take no further action. Collection of funds in respect of deposited cheques shall be subject to the current International Chamber of Commerce Uniform Rules for Collections.

**(c) Card Transactions**

Card Transactions may be carried out in a currency other than Sterling and will be converted into Sterling in accordance with 3.4, above. Card Transaction amounts will be deducted from your Account(s) on the date that they are presented to us by Visa. If a Merchant or ATM operator gives you the option to be billed in Sterling for a non-Sterling Card Transaction this means the exchange is completed at the point of sale and no further exchange will take place by Visa or by us.

**3.6 Cancelling or stopping payments**

For each payment service we have detailed the terms for cancelling or stopping a payment:

**(a) Immediate Payments (by Cash or Card)**

As these payments are processed straight away, we cannot cancel or stop these payments once the instruction has been received.

**(b) Cheque**

You may ask us to stop a Cheque you have issued and we will act upon that request if we have not already paid it. Cheques that are presented at our counter or by Special Presentation may be paid at any time during Business Hours and so when you contact us we will advise you whether the Cheque has already been paid and whether we can accept your instruction. In some circumstances we may be unable to immediately confirm that we are able to accept your instructions and may need to contact you to confirm the situation, including after Business Hours. Cheques that are received in the UK daily clearing are deemed to be paid at the end of

Business Hours on the day of presentation and you may request a cheque to be stopped until 30 minutes before this time. You should be aware that you may not issue a Cheque knowing that you will ask us to stop it and that anyone holding a Cheque issued by you or on your behalf may be entitled to enforce payment against you despite our acceptance of the stop payment order.

**(c) Standing Orders**

You may amend or cancel a Standing Order at any time but you must ensure we receive your instructions during Business Hours one Business Day before the first payment to be cancelled. If you write to us to cancel a standing order you must provide us with the name of the beneficiary, and if you have more than one payment to the same beneficiary the amount, frequency and any reference associated with the payment to be cancelled.

**(d) Direct Debits**

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

**(e) Wire Transfer**

You may request us to cancel payment instructions that you have already given us. Cancellation can only be guaranteed for payments to an EEA bank account in Sterling, Euro or other EEA currencies, and to a US bank account in US Dollars when we receive your cancellation instructions during Business Hours on the Business Day before the date you have requested us to make the payment or that we process the payment. After this time cancellation will be on a best efforts basis and may require the agreement of the beneficiary. For all other payments cancellation of your payment instructions is on a best efforts basis. If you ask us to cancel or recall a payment we will not charge you a fee however we will pass on to you any external costs that we incur.

**(f) Card Payments**

For recurring debit card payments (called a “continuous payment authority”) from your Account(s) you can inform us that you want to cancel any such payment and we will cancel these for you. We would suggest that you also contact the recipient of such payments to let them know that the payment has been cancelled.

**3.7 Protecting your Card, cheque book or Security Details.**

You should keep your Card, cheque book and Security Details safe at all times. You should notify us 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. Failure to notify us immediately of any such loss or theft, may affect your rights under the remaining provisions of this Section 3. In the event of such notification, we will take immediate steps to prevent your Card, cheque book or Security Details from being misused. This may mean result in us cancelling your cheque book or immediately blocking the Card and arrange for you to be issued with a new Card and PIN.

To notify us about issues with your Card, cheque book or Security details you may telephone us during Business Hours via **our 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 us outside Business Hours, or if you are unable to get a reply during Business Hours, via **our alternative telephone number +44 (0)20 7487 6679** where you will be able to speak to someone even if it is outside normal Business Hours. Please give us 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 us know where we can contact you should we need any additional information. Any oral advice to us concerning the loss, misuse or theft must be confirmed by you in writing as soon as possible if we request it.

If we think that there is actual or suspected fraud or a security threat in relation to your Account(s), Card, cheque book or Security Details we may contact you by phone, text message, e-mail or by post, where these have been provided to us. Which method we use to contact you will depend upon the circumstances at the time.

**3.8 Blocking Payment Services**

We may block your Card, cheque book or Security Details from being used on reasonable grounds related to our legal or regulatory obligations or its security, suspected unauthorised or fraudulent use or its 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 undertaking or attempting to undertake). We will attempt to contact you beforehand and if for any reason we cannot do so we will inform you immediately afterwards providing it would not compromise reasonable security measures, or be unlawful for us to do so. Having taken such action we will unblock the Card, cheque book or Security Details as soon as practicable if the reasons for blocking cease to apply.

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

You must notify us by telephone as detailed in 3.7 without undue delay and, if requested by us, provide confirmation in writing of any Transactions that you believe are unauthorised or maybe fraudulent or that you do not recognise or that are incorrect. If you do not notify us promptly and in any event by no later than 13 months after the date of the Transaction, we may be unable to

correct any errors and you will not be entitled to reimbursement in respect of any fraudulent or unauthorised Transactions. Subject to your timely notification, if an incorrect entry is identified on your Account we will correct it as soon as possible after you tell us or we notice it. This will normally be the same day for items identified or notified to us during Business Hours or the following Business Day for items identified or notified after Business Hours. We will notify you in writing of any corrections to Transactions that we have processed.

### **3.10 Liability for Unauthorised Transactions**

Subject to you notifying us in accordance with 3.9, you will have no liability for any Transaction, or series of Transactions, associated with a single instance of loss arising from unauthorised transactions undertaken before you notify us unless we can show (other than where we are prohibited by applicable law) that you;

- have intentionally, or with gross negligence, failed to comply with the requirements of this Sections 3 setting out how you must use a Payment Service or how you must notify us of any of loss, misuse or theft of your Card, cheque book or Security details;
- have acted fraudulently.

You are not liable for any use of the Card, cheque book or Security Details without your permission which takes place after you contact us, or if you never received them. You must give us any information or help that we reasonably ask for to get the Card or cheque book back or to obtain reimbursement of incorrect or fraudulent Transactions. We may pass on any information we think appropriate to other banks, to Visa Merchants or ATM operators, or the Police or other authorities. If the Card or cheque book is found after you have informed us that it has been lost or stolen, it must not be used. For Cards only, please immediately destroy the Card by cutting it into at least four pieces across both the silver chip on the front of the Card and the black magnetic strip on the back of the Card and return it to us immediately.

This section 3.10 does not apply to payments made to an account outside the EEA.

### **3.11 Liability for Incorrect payments**

Please refer to sections 2.3(i) to (m) for details of who is liable for incorrect payments on your Account(s).

### **3.12 Special Conditions Relating to Foreign Currency Accounts**

- (a) You may open a foreign currency Account with us. Payments to and from foreign currency Accounts can only be received and effected by electronic payment as described in Section 3.6 above and may be subject to local practices (including different business days and business hours) and laws in the principal financial centre of that currency.
- (b) You may also deposit or withdraw cash subject to Section 3.2.
- (c) You are responsible for the exchange rate risk associated with foreign currency Account balances. You must repay overdrafts in freely convertible and transferable funds in the relevant currency, at such banks as we may specify. You will be responsible for any costs incurred by us in obtaining repayment of overdrawn balances.

### **3.13 Residential Property Payments**

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

### **3.14 Operation of the Account(s)**

- (a) If you have a joint Account, we will accept instructions signed or otherwise authorised by any one of the Account holders or the surviving Account holder(s).



- (b) The right of each joint Account holder (or if any joint Account holder has died, the surviving joint Account holder(s)) to operate an Account on its own is subject to the Bank not being made aware of any dispute between the joint Account holders. If the Bank is made aware of any such dispute the Bank shall, in its absolute discretion, have the right to suspend the Account and require any instructions relating to the Account to be agreed by all joint Account holders (or their legitimate successor(s)).
- (c) Other than as detailed in this Section 3, if we receive instructions or a credit to your Account(s) during Business Hours on any Business Day, we will process them on that day or on the date specified (provided such date is a Business Day) in your instructions. Instructions and credits received after the end of Business Hours may be processed on the next Business Day.
- (d) You must always ensure that you have a sufficient Available Balance by the end of the Business Day before the day on which:
- Cheques you have issued are presented for payment;
  - Standing Orders and Direct Debits are due to be paid;
  - You withdraw money from a cash machine;
  - You carry out a Card Transaction;
  - You request us to make payments by any electronic means or by telephone;
  - any other transactions are due to take place, including the application of interest and charges.
- (e) In deciding whether you have an Available Balance in your Account(s) to cover a transaction, we take account of any of the following which may apply to your Account: any authorised Card Transactions, any unused Arranged Overdraft facility where applicable, any Cheques we are treating as cleared, any instructions to make payments and regular payments which have not yet been paid from your Account(s). We do not have to take account of regular credits or any amounts received after we have decided not to make the payment.
- (f) If there is no Available Balance in your Account(s) to cover transactions before the end of Business Hours on the Business Day before the day on which these transactions are due to take place, payment of some or all of the transactions may be refused. If we refuse any transaction we will write on the Business Day following refusal to notify you unless we consider we are unable to do so for legal or regulatory reasons. If you are a corporate or other non-individual customer our charges for notification of refusal are detailed in our Tariff of Charges.

#### **4. Investment and Custody Services**

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

##### **4.1 Investment Services**

- (a) On your acceptance of the terms of the Investment Services Client Agreement, the Bank will agree to act on your behalf in relation to the investment services more specifically described in the Investment Services Client Agreement.

##### **4.2 Custody Services**

- (a) On your acceptance of the terms of the Custody Services Agreement, the Bank will agree to act on your behalf in relation to the services more specifically described in the Custody Services Agreement.

#### **5. General Banking Services**

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

##### **5.1 Call Deposit Accounts**

Call Deposit Accounts are Accounts from which funds can be withdrawn on demand. They are available in Sterling, US Dollars and Euro. Please contact us if you require a Call Deposit Account in any other currency. Sections 2.6(g) to 2.6(j) provide information about credit interest for Call Deposit Accounts and Section 2.8(b) provides information about statements. Cheques and Cards are not available on Call Deposit Accounts and Standing Order and Direct Debit payments cannot be made from them.

##### **5.2 Flexi Deposit Accounts**

Flexi Deposit Accounts are available in Sterling and US Dollars only. Sections 2.6(g) to 2.6(j) provide information about credit interest for Flexi Deposit Accounts and Section 2.8(b) provides information about statements. Cheques and Cards are not available on Flexi Deposit Accounts and Standing Order, Direct Debit, and Wire Transfer payments cannot be made from them. Cash withdrawals are also not allowed. All withdrawals from Flexi Deposit Accounts will be processed by us in accordance with your instructions and must be to a current Account or Call Deposit Account held with us in your name. All withdrawals from Flexi

Deposit Accounts will be processed on the first Business Day of the month following receipt of the instruction or, if received during Business Hours on the first Business Day of the month on that day, unless your instructions specify an earlier date in which case we will process the withdrawal on that earlier date but with a value date of the first Business Day of the current month.

### 5.3 Notice Deposit Accounts

We offer Notice Deposit Accounts which are subject to additional terms and conditions in a separate Supplementary Service Agreement which includes details of the notice periods available from time to time. None of the payment services detailed in Section 3 of these Terms are available on Notice Deposit Accounts. All deposits to, and withdrawals from, Notice Deposit Accounts will be processed by us in accordance with your instructions and must be from or to a current Account or Call Deposit Account held with us in your name.

### 5.4 Fixed Deposits

We offer the facility to place deposits at a fixed rate of interest for a defined period of time ("**Fixed Deposits**") with a minimum term of one week, a minimum amount of £50,000.00 or currency equivalent and a maximum term within five years of the Fixed Deposit being made. For periods up to and including 12 months interest is paid at maturity. For periods over 12 months we will agree with you the interest payment date(s) and the account to which the interest will be credited which must be an Account in your name with us. Interest cannot be added to a Fixed Deposit. We only accept instructions to place funds on Fixed Deposit if you have sufficient Available Balance on your Account. Instructions to place a Fixed Deposit may only be amended or cancelled during Business Hours on the Business Day prior to that on which you have instructed us to place the deposit. No partial withdrawals or additions to the Fixed Deposit may be made. After a Fixed Deposit has been placed it may only be broken or withdrawn at our discretion and this will only be considered in exceptional circumstances in which case a fee will be charged to cover the administration and market costs incurred. We will advise you of the amount of the fee before acting on your instructions. All deposits to and withdrawals from Fixed Deposit Accounts will be processed by us in accordance with your instructions and must be from or to a current Account or Call Deposit Account held with us in your name. We will pay credit interest to you gross. We will calculate any credit interest on payments once these have been added to your Account(s). It is your responsibility to comply with your tax obligations, such as payment of tax and filing of returns, in all countries where those obligations arise. We do not offer tax advice and we are not responsible for your tax obligations in any country. You should seek independent tax advice.

### 5.5 Overdrafts

- (a) You must keep your Account(s) in credit unless we agree an overdraft facility with you.
- (b) Overdraft facilities are available on certain current Account(s) on request if you are aged 18 or over at our sole discretion and subject to our assessment of your financial standing.
- (c) When we agree an overdraft with you we will tell you the overdraft limit and the interest rate and charges which you must pay and we will confirm these details in writing. Such overdrafts will be Arranged Overdrafts and will be subject to a separate Supplementary Service Agreement in the form prescribed under the Consumer Credit Act 1974.
- (d) Credit reference agencies make a record of searches and of information we give them under Section 2.7. These records may be used by us or other lenders to prevent fraud or by other lenders in order to make credit decisions about you and members of your household and for debt tracing.
- (e) If at any time any transaction would result, without prior arrangement, in your current Account(s) being overdrawn or the Arranged Overdraft limit being exceeded, we may exercise our sole discretion and without contacting you, to allow an overdraft to be created or allow the borrowing limit to be exceeded. In these circumstances, the new or excess overdraft will be an Unarranged Overdraft. A daily fee may be charged for each day that your current Account has an Unarranged Overdraft, as detailed in the Tariff of Charges.
- (f) We may at any time, without giving you written notice, reduce your overdraft limit, or withdraw your right to overdraw the current Account(s) and demand immediate repayment of any debt on the current Account(s). If we can reasonably do so without prejudicing our interests, including our regulatory position, we will give you at least 30 days' notice before making the change.
- (g) On receipt of a demand for repayment, you must stop issuing Cheques and making withdrawals on the current Account(s) until the Unarranged Overdraft is cleared.
- (h) Until you repay us in full, we will charge interest in accordance with Section 2.6(f).

### 5.6 Islamic Finance Services

The Bank may, in its discretion and from time to time, make available Sharia compliant products or services. To the extent available these will be subject to Supplementary Service Agreements.

## 5.7 Safety Deposit Facility

- (a) The Bank offers a safety deposit box service to all customers. This Service is subject to availability and to a separate Supplementary Service Agreement which will set out the terms of the rental.
- (b) The fees payable in respect of the rental of a safety deposit box are set out in our Tariff of Charges.

Effective date 25 May 2018

## Ahli United Bank (UK) PLC Client Banking Fee Tariff

**This Tariff is provided pursuant to, and forms a part of the General Terms and Conditions Governing Accounts and Services. All charges are in Pounds Sterling (£ or GBP) unless otherwise stated.**

**This Tariff comprises three sections:**

- A. Charges applicable to All Customers;**
- B. Charges applicable to Individual Customers; and**
- C. Charges applicable to Customers who are Corporations or other legal entities.**

### A. All Customers

Chargeable Service	Charge	Description of chargeable service
<b>Electronic / TT Payment:</b> GBP USD EUR BHD KWD	30 45 35 15 15	This fee will be charged to your bank account for each electronic payment or transfer that you instruct us to make from your account regardless of destination; with the exception of the following which are processed free of charge when there are sufficient funds in your account to enable the payment to be made: <ul style="list-style-type: none"> <li>• Payments to your own accounts held with other AUB Group banks</li> <li>• Payments to third party accounts with Ahli United Bank (UK) PLC</li> </ul>
<b>Cheque Collection Fees:</b> UK Overseas	30 35	These fees will be charged to your bank account for the processing of any cheque payable to you that cannot be cleared through the main UK cheque clearing system. This would include: <ul style="list-style-type: none"> <li>• Any cheque in a currency other than Pounds Sterling</li> <li>• Any cheque drawn on a bank outside the UK</li> <li>• Any other cheque that cannot be cleared through the UK cheque clearing system</li> </ul>
<b>Foreign Exchange charges for cash transactions:</b>	1.50%	This fee applies to all cash transactions including deposits and withdrawals in a currency other than Pounds Sterling, and all foreign exchange transactions. This means that for a transaction of US\$ 1,000 you will pay us a processing fee of US\$15 which shall be deducted from the net proceeds of the transaction
<b>Safety Deposit Boxes:</b>		This service is subject to a separate written agreement. Our fee will be charged to your bank account and is dependent on the size of box and period of rental both of which are defined in the separate agreement The fee is payable in advance and is <u>not refundable</u> if you do not use the service for the full period.
	1 Month    3 Month    6 Month to 12 Month	
Small	50      150      200	
Medium	75      175      250	
Large	85      225      300	
Combination	100      275      350	
<b>Safe Custody Envelopes:</b> (for each 12 month period) <u>Note that this service is no longer available to customers who are not already registered for it.</u>	200	This service is subject to a separate written agreement. The fee is collected from your bank account when the agreement is signed and annually thereafter. The fee is refundable if you do not use the service for the full 12 months. Any refund will be based on the number of complete months unused less an administration charge of £30.

<b>Hold mail: (for each 12 month period)</b> <b><u>Note that this service is no longer available to customers who are not already registered for the service.</u></b>	150	This fee will be charged to your bank account if we agree to retain your correspondence for periodic collection when you visit our offices. The fee is charged when we first agree to provide this service and then on the anniversary of when you made your first payment. The fee is refundable if you do not use the service for the full 12 months. Any refund will be based on the number of complete months unused less an administration charge of £30.
<b>Residential Property Payments: (for each full calendar year)</b>	500	This service is subject to a separate written agreement. The first fee which is based on the number of days remaining in the year to 31 October is collected from your bank account when the agreement is signed and further fees for each calendar year are then charged to your bank account on each 1 November. The fee is refundable if you do not use the service for the full 12 months. Any refund will be based on the number of complete months unused less an administration charge of £30 and an additional £30 for each payment beneficiary we contact to advise them where to send future bills.
<b>Overdraft Rates for: Arranged Overdrafts</b>	By Agreement	Arranged Overdrafts are subject to a separate written agreement that will detail the interest rate applicable and any associated fees or charges.

**Additional Fees payable by Premium and Retail Banking customers with current accounts in GBP:**

**Account Maintenance Fees:**

An Account Maintenance Charge is payable quarterly in advance by Premium Banking customers and Retail Banking customers maintaining GBP current accounts. The fee is charged to your GBP current account on the first working day of each calendar quarter i.e. January, April, July and October. The first fee charged after the account is opened will be on the first working day of the following quarter. When an account is closed the fee is refunded on a pro-rata basis for each complete calendar month remaining in that calendar quarter. The fee for Premium Banking customers is £50 per quarter and for Retail Banking customers is £60 per quarter.

**Minimum Balance Dependent Charge:** A Minimum Balance Dependent Charge is payable monthly in arrears by Premium Banking customers and Retail Banking customers maintaining GBP current accounts. This fee will be charged to your GBP current account on the first working day of the month following any calendar month that your total balances are below USD100,000 or the currency equivalent at the calendar month end. The fee for Premium Banking customers is £20 per month and for Retail Banking customers is £30 per month. The balance calculation is the total of:

- The credit balances of all your accounts and the total amount deposited for Capital Protected Deposits
- The total value of all investments held with us under a separate Investment Services Client Agreement
- The total value of all loan account balances with us (excluding any arrears) (i.e. a loan from us will have the effect of increasing your total balance)
- For accounts with an agreed overdraft limit the amount of that limit

For overdrawn accounts without an agreed limit, and for overdrawn accounts with a limit that has been exceeded, the account balance will be treated as zero. The Minimum Balance Dependent Charge will cease to apply if the account has not been operated for 30 consecutive months and is placed on the Bank's dormant accounts register.

## B. Individual Customers

Chargeable Service	Charge	Description of chargeable service
<b>Visa Payment Services:</b> Foreign Currency Transaction Exchange Commission	2%	The rate at which Visa debit card transactions in currencies other than Pounds Sterling are charged to your account will be increased by this percentage. This means that for a transaction of US\$1,000 you will pay us a processing fee in Pounds Sterling equivalent to US\$20 however no separate charge will show on your statement.
<b>Overdraft Rates for Unarranged Overdrafts on Sterling Current Accounts</b>	£30 daily fee to a Monthly Maximum Charge of £180	A £30 fee is charged for each day your sterling current account becomes or remains overdrawn without our agreement in advance or if the overdraft balance exceeds the limit that we agreed with you, subject to the Monthly Maximum Charge. Please note that this fee is in addition to any interest charged on an arranged overdraft balance, if any.  The Bank operates a Monthly Maximum Charge that covers any Unarranged Overdraft charges on Sterling Current Accounts.  Monthly cap on unarranged overdraft charges  1) Each current account will set a monthly maximum charge for: a) going overdrawn when you have not arranged an overdraft; or b) going over/past your arranged overdraft limit (if you have one).  2) This cap covers any: a) interest and fees for going over/past your arranged overdraft limit; b) fees for each payment your bank allows despite lack of funds; and c) fees for each payment your bank refused due to lack of funds.
<b>Overdraft Rates for Unarranged Overdrafts on Non-Sterling Accounts (per annum)</b>	24% (EAR 26.82%)	EAR is the Equivalent Annual Rate. It does not take into account any additional charges (e.g. Unarranged Overdraft Fees) that may be applicable.
<b>Unarranged Overdraft Charges that apply to Non-Sterling Accounts</b>	USD45 EUR35	This fee is charged to your current account if it becomes overdrawn without our agreement in advance or if the overdrawn balance exceeds the limit that we agreed with you. If your account balance remains overdrawn or fluctuates in an out of an unarranged overdraft position the fee will be charged a maximum of four times in any one calendar month, meaning that the most you will be charged is \$180/€140 per month.

**C. Corporate and other non-Individual Customers**

<b>Chargeable Service</b>	<b>Charge</b>	<b>Description of chargeable service</b>
<b>Unpaid item:</b>	35	This charge will be made to your bank account if any request for payment from your account, whether by cheque issued by you, direct debit, standing order, Residential Property Payment or otherwise cannot be processed because you do not have sufficient funds (including any Arranged Overdraft Limit) in your account when such item is presented to us or is due for payment.
<b>Overdraft Rates for: Unarranged Overdrafts (per annum)</b>	24% (EAR 26.82%)	EAR is the Equivalent Annual Rate. It does not take into account any additional charges (e.g. Unarranged Overdraft Fees) that may be applicable.
<b>Unarranged Overdraft Fee which applies to all Current Accounts</b>	GBP30 USD45 EUR35	This fee is charged to your current account if it becomes overdrawn without our agreement in advance or if the overdrawn balance exceeds the limit that we agreed with you. If your account balance remains overdrawn or fluctuates in and out of an unarranged overdraft position the fee will be charged a maximum of four times in any one calendar month, meaning that the most you will be charged is £120 per calendar month.