

Terms and Conditions

In consideration of Habib Bank Limited (herein referred to as "the Bank") which expression shall include their branches, successors and legal assigns, agreeing to the performance of any transaction or subscription to any Banking Service (means any kind of banking service(s) offered by the Bank to the Customers), the Accountholder (means any natural or legal person who has an account with the Bank and/or subscribed to utilizing any of the Bank Services) of the Bank (herein referred to as "the Customer"), the Customer hereby agrees to these terms and conditions (Terms and Conditions) for the Funds Transfer/Payment/SWIFT payment/Telegraphic Transfer/Telex Instruction/Remittance (herein referred to as the Payment or the Payment request or the Payment instructions) for the given beneficiary (means the authorized recipient of any funds through Banking Services herein referred to as "the Beneficiary"), in addition to any other terms and conditions issued by the Bank in relation to the Account(s) and/or the Banking Services. The Customer signature on this form and conducting of any transaction with the Bank shall constitute an acceptance to these Terms and Conditions. These Terms and Conditions and their amendments constitute an integral part of Account Opening Documents and/or the relevant Banking Services documentations offered by the Bank to the Customer.

1. The Bank shall not be liable if the Payment is stopped or the Payment is withheld by action of a de facto authority for any reason or cause whatsoever.
2. It is understood that the Payment instructions are sent entirely at the Customer's risk. The Customer agrees to hold harmless and indemnify the Bank against any loss, cost, damages, expenses, liability and/or proceedings which the Bank may incur or suffer as a result of the Bank acting upon delaying to act upon or refraining from acting upon the said instructions. The Bank shall not be liable for any loss, delay, error, and/or omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payment is to be made or any act of default or negligence of the Beneficiary's bank in collecting the Payment. In no event shall the Bank under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages.
3. In the absence of specific instructions, all charges/commissions outside the UAE are for the Beneficiary's account. The Customer may be unable to obtain full value of the Payment on account of exchange or other restrictions applicable in the country of payment or to the Beneficiary's bank or charges and fees of the Beneficiary's bank.
4. Encashment of the Payment is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.
5. The Bank will use reasonable endeavors to process application received by the Bank before the specified cut-off time notified by the Bank from time to time. The Payment instructions received after such cut-off time will be processed on the next Business Day (means any official working day on which the Bank is open for business).
6. The Payment will be processed with SPOT value (two Business Days after the date receipt of request by the Bank). The Payment requests received for the same day value are subject to the time when the Payment request is received, as well as cut-off times related to the geographical location of the Beneficiary's Bank.
7. If the Payment request is submitted to the Bank by a postal service or by a messenger service or by mail or by fax (or otherwise than that of the Customer in-person), the Bank may act upon such a payment request and may presume that the Payment request is genuine and accurately represents the instructions of the Customer, even if the Payment request actually complied with are sent in error or fraud or negligence or amended by someone other than Customer with or without the Customer has the actual knowledge of the Payment request. The Bank has no duty to verify the fact or genuineness of the instructions.
8. If a refund or cancellation of Payment is desired from the Bank by the Customer, then such a request can only be facilitated after receipt of the Payment from the Beneficiary's Bank. Moreover, the Bank shall at its discretion make the Payment to the Customer at the prevailing Currency Exchange Rate (as applicable) and after deduction of all the fee or charges or expenses incurred by the Bank.
9. In case the Payment is rejected by the Beneficiary Bank or by any other related Party or Authority due to an error in the Payment from the Customer, the Payment will be refunded to the Customer at the prevailing Currency Exchange Rate (as applicable) and after deduction of all the fee or charges or expenses incurred by the Bank.
10. In case the Payment processed to the Beneficiary Bank is in excess of the Payment instruction from the Customer, the Customer will refund the excess amount to the Bank.
11. The Customer understands and authorizes the Bank to select the channel for the Payment, including selecting the method of processing the Payment, and selecting the Correspondent Bank(s) and/or the intermediaries at the discretion of the Bank. The Customer indemnifies the Bank from any responsibility arising from any mistake or error or omission caused by or due to the channel selected by the Bank or any of the Correspondent Bank(s) and/or the intermediaries.
12. The Customer indemnifies the Bank and shall not hold the Bank responsible for any erroneous payment arising as a result of the Customer providing incorrect instructions of the Payment.
13. As per the guidelines of the Central Bank of the UAE, the Payment to any Beneficiary Account held in any bank operating in the UAE will be processed solely based on the Beneficiary IBAN. All other information provided, such as, the Beneficiary Name and other details in the Payment instruction will not be used.