

**HBL**

حبيب بنك المحدود  
**HABIB BANK LIMITED**

# General Terms and Conditions of Accounts and Banking Services

600 522 228 | [www.hbl.com/uae](http://www.hbl.com/uae)

## **General Terms and Conditions of Accounts and Banking Services for Habib Bank Limited (HBL) in the United Arab Emirates (UAE)**

In consideration of (hereinafter referred to as "the Bank") which expression shall include their successors and legal assigns, agreeing to open an Account (as here in after defined) to the Customer or the performance of any transaction or subscription to any Banking Service (as hereinafter defined), the Customer hereby agrees to the following terms and conditions (Terms and Conditions), in addition to any other terms and conditions issued by the Bank in relation to the Account(s) and Banking Services.

These Terms and Conditions shall apply on all the bank accounts of any kind opened or maintained by the Customer with the Bank and these terms and conditions govern all the transactions conducted through those accounts

The Customer signature on the Bank's Account Opening forms and applications, subscription or usage of any services/product offered by the Bank and conducting of any transaction with the Bank shall constitute an acceptance to these Terms and Conditions as amended from time to time.

### **Phrasing**

- Words importing only the singular shall include the plural and vice versa.
- Where the Account is a Joint Account, reference to single customer shall be reference to all customers in the names of whom the account is opened, unless the text indicates otherwise.
- The words importing any gender shall include all genders, words importing person shall include a sole proprietor, partnership, firm, company, corporation or other legal person.
- These Terms and Conditions and their amendments constitute an integral part of the Account opening documents and relevant Banking Service documentations offered by the Bank to the Customer.

### **Definitions**

In these Terms and Conditions where the context so admits the followings expressions shall have the meanings herein designated unless the context otherwise require:

**Account:** means any of the following accounts: Current Account, Savings Account, Call Account, Fixed Deposit, and any other type of Account or deposit opened with the Bank under any name.

**Bank:** means and its branches, successors and legal assigns.

**Customer:** means any natural or legal person who has an Account with the Bank and/or subscribed to utilizing any of the Bank Services. **Banking Service:** means any kind of banking service(s) offered by the Bank to the Customers such as and without limitation Branch Banking, Internet Banking, Phone Banking, Mobile Banking, withdrawals, deposits and payments through Automated Teller Machines (ATM) and Cash Deposit Machines, making payments through the internet or any other technology, and /or any other kind of Banking Services provided to the Customer at any time.

**Agents:** means any person or persons appointed or approved by the Bank to support or offer Banking Services.

**Beneficiary:** means the authorized recipient of any funds through Banking Services.

**Customer's Instructions:** means the instructions given by the Customer to the Bank from time to time regarding the Account.

**The Bank Electronic Instructions:** means the Bank electronic documentation via the Internet ATMs, Mobile Banking, Phone Banking, operating instructions or reference guidelines issued by the Bank in any written form or in the guide on the Bank website.

**Internet:** means a collection of information stored in a computer available throughout the world.

**Swift:** Society for Worldwide Interbank Financial Telecommunications, a computer network which provides interbank communication facilities worldwide.

**User Identification:** The Customer Identification number or word advised by the Bank to the Customer for the purposes of identification while using the Banking Services.

**Business Day:** means any official working day on which the Bank is open for business.

**TIN:** means secret "Telephone Identification Number",

which when used by the Customer in conjunction with the Login ID will allow the Subscriber access to the Phone Banking, it may also be the same personal identification numbers of the automated debit card issued by the Bank to the customer.

**PIN:** means the Personal Identification Number issued to the Cardholder and/or selected by the Cardholder to enable the Card to be used at an ATM, retail outlet accepting the Card, and other self-service terminals.

**Value Date:** means the date on which the funds pertaining to a Financial Transaction are made available to the beneficiary.

**Card:** means automated teller machine card (i.e. Visa Electronica Debit Card) or any other Card issued by the Bank to its Customers to use it for cash withdrawal from Automated Teller Machines (ATM) or purchase of goods and services through the internet, phone, or any other mean where the card is not physically available at the time of the transaction when the bank allows to do so.

**Cardholder:** means any individual in the name of whom a Card is issued by the Bank to undertake financial transactions through the Account. The Cardholder includes the principle Cardholder and supplementary Cardholder, if any.

#### **A. Bank Accounts:**

##### **General Terms:**

In addition to the terms and conditions, if any, set forth in the application form completed by the, the Customer agrees that the following terms and conditions are applicable to all Accounts types opened with the Bank:

1. The Customer acknowledges that no Account will be opened until all documentation required by the Bank at its sole discretion is received.
2. The Bank may at its sole discretion issue the Customer a cheque book which may be made available for collection by the Customer or his representative at the branch at which the Account was opened or may either be sent by courier /mail at the Customer's absolute responsibility and risk and without any liability on the Bank, to the address specified in the Account application form.
3. The Bank shall be entitled to debit the Customer's Account any cheques, bills of exchange, promissory notes or orders for payment drawn,

accepted or made by the authorized signatory and to carry out any instructions relating to the Account notwithstanding that any such debiting or carrying out may cause, such Account to be overdrawn or any overdraft to be increased, but always without prejudice to the Bank's right to refuse to allow any overdraft or exceeding the limit. The Customer shall be responsible for any overdraft or obligations arising in or in connection with the Account.

4. In the event of the death, incapacity, dissolution, insolvency or bankruptcy (or another analogous proceeding) of the Customer the Bank shall not be liable for any loss which may arise from any dealings on the Account unless and until the Bank has received a written notice of the same together with satisfactory documents acceptable to the Bank at its sole discretion. In such circumstances, the Bank shall suspend all dealings on the Account until the Account status is corrected according to the applicable laws.
5. The Customer accepts all costs, expenses, and risk whatsoever in connection with any Account denominated in any currency including without limitation, any valid legal or regulatory restriction international or domestic. The Bank shall not be liable for any loss or delay pursuant thereto. Withdrawals in foreign currency notes shall be subject to their availability at the concerned Bank's branch. Conversion from one currency to another shall be at the Bank's rate of exchange as determined by the Bank from time to time on the transaction's date.
6. All money's securities, bonds, collateral, shares, shipping document, banknotes, coins, gold or other valuables and property of whatever nature which are held in the name of the Customer by the Bank whether in the form of Account of whatever type shall be so held as security to guarantee the settlement of any debit balance due to the Bank arising under these Terms and Conditions or any other banking facility agreement or loan granted to the Customer in future.

Furthermore, the Customer agrees to keep it within the Bank's possession as "collateral against credit facilities or loans" until the Customer fully

pays his indebtedness to the Bank including due interests, commissions expenses and other due charges.

If the Customer does not pay such indebtedness to the Bank's on its first request, the Customer herewith authorizes the Bank to set off the outstanding balance from his possession held in "collateral against credit facilities or loans" account without having to notify or inform him beforehand. This authorization is irrevocable and the Customer cannot cancel it without the Bank's written consent. The Bank shall have the right to always set off the credit and debit balances of the Customer's Accounts. The debit balance of anyone of the Customer's Accounts will be secured by the credit balance of any other one of his Accounts including Accounts opened in any other foreign currency. The Bank may also debit any of the Customer's Accounts opened with the amount of any bills, guarantees, cheques and drawings, given or purchased and signed by the Customer.

7. Without prejudice to the applicable laws, any delay or omission by the Bank in exercising or enforcing (whether wholly or in part) any right or remedy arising in respect of the Account shall not be construed as a waiver of such right or remedy.
8. Unless otherwise agreed the Bank sends a monthly statement of Account to the Customer through regular mail. The bank shall have the right to send the account statement to the customer's email address held with the bank the act which exempts the bank from sending the account statements to the customer by regular mail.
9. The statement must be carefully checked and reviewed by the Customer on receipt, any error or discrepancy shall be notified by the Customer in writing to the Bank within thirty days (30 days) of the statement date as it appears in the Bank records, otherwise, the statement is deemed to be correct and conclusive (whether sent by mail or electronically) and the Customer may not thereafter raise any objections to the statement. If the Customer does not receive a statement of Account for any period, it is the responsibility of the Customer to request a statement from the Bank within one month of the date on which such statement would normally have been sent to him.

10. The Customer must immediately notify the Bank in writing of any change in the details given on the customer information / Account opening form / application.
11. The Customer may be given the option of accessing his Account statement via the Internet Banking Service if he subscribes to the Bank's Internet Banking Service. If the Customer opts from this Service, once the Account statement becomes available on the Bank's website, the Bank will deliver a notice to the Customer's email address available in the Bank's record.
  - a. The Bank shall be deemed to have delivered the statement of Account to the Customer upon receipt by the Customer of the Notice.
  - b. The Customer agrees to notify the Bank within (7) seven days of the receipt of the Notice if he is unable to get access to the statement of the Account. Upon expiry of such period the Customer shall be deemed to have received and accessed the statement of the Account.
  - c. In addition to the above, the Customer acknowledges the risk that is associated with the data received/delivered through the internet/e-mail including any confidential information that might have been accessed or seen by third parties. The Customer releases and discharges the Bank, its employees, officers and representatives with regard to damages suffered by the Customer directly or indirectly due to such unauthorized access by or disclosure of confidential information to third parties provided the bank has maintained the adequate IT safety standards.
  - d. The Customer understands and agrees that the storage of information including without limitation, the user name, password, the Account information, account activity, the transactions conducted in the Account and any other information stored on the Customer's personal computer shall be stored at the Customer's risk and liability, the Bank shall not be responsible for any unauthorized access by or disclosure of information to third parties.

- e. The Bank will ensure to take proper security measures before transmitting any information or data to Customer by email, internet or mobile.
  - f. The Customer agrees that the Bank may at its sole discretion restrict or terminate the Customer's use of the service stated herein. The Customer further agrees that the Bank may stop sending him statements for his Account by mail if he opts to use the service stated in this clause.
12. The Customer agrees that the Bank shall abide by the applicable laws and competent authority's instructions to freeze any funds in the Customer's Account or take any action necessary if the Bank believes that funds have been obtained through illegal means or transactions. The Bank may report any suspected or confirmed money laundering or other suspicious or illegal activities or transactions in or related to the Account or Banking Services to the competent authorities in United Arab Emirates. The customer further agrees that the bank shall have the right to freeze the credit balances in any account in execution of competent court order, Central Bank of the UAE instructions or the instructions of any competent authority.
13. The Bank reserves the right, and the Customer hereby authorizes the Bank to debit the Customer's Account (in case of insufficient balance to overdraw the Account) in case of crediting any funds to the Account due to computer system error, technical error or malfunction, human error, clearing system error, or any other reason without any liability on the Bank.
14. The Customer agrees that the Bank shall have the right to modify or change the Account number or customer identification number at any time with prior notice.
15. Subject to any minimum balance, Banking Service fees and/or any other requirements, the Customer may request the Bank in writing (or through Internet Banking Service whenever possible) to establish and open an additional Account with a different account number. Unless agreed

otherwise, these Terms and Conditions shall apply to the Accounts with prefixes/suffixes and any additional Accounts with prefixes/suffixes opened with the Bank and linked to the Customer primary account number without any need for executing fresh account opening documentation for each additional prefixes or suffixes.

16. Without prejudice to what is stated in the above clause, if at any time cheques issued on the Customer Account return or bounce unpaid due to insufficient balance in the Account, the Bank may close the Account pursuant to the applicable laws and regulations of the Central Bank of United Arab Emirates. The Customer shall return to the Bank the cheque books relating to the Account closed, the Customer understands that the Bank will report such Account and related details to the Central Bank of United Arab Emirates and any relevant authorities.
17. The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all monies due to/ from the Bank. The Bank may also close, freeze or suspend dealings on the Account with proper notification to the Customer.
18. Without prejudice to the applicable laws, the Customer agrees to the Bank, its officers and agents disclosing information relating to his / her Accounts and/or financial relationships with the Bank, including but not limited to details of any credit facilities, any security taken, transaction undertaken, balances and financial positions with the Bank, to:
- a. Professional advisors and service providers of the permitted parties who are under a duty of confidentiality
  - b. Any actual or potential participant or sub-participant in relation to any of the Bank's rights and/or obligations under any agreement with the Bank, or its assignee or transferee (or any agent or adviser of any of the foregoing);
  - c. Any court or tribunal or regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the permitted parties.

19. The Customer authorizes and allows the Bank to inquire from banks and other financial institutions, the employer of the Customer, or any other body as the Bank deem appropriate about any financial and non-financial information relating to the Customer including but not limited to the details of banking facilities, the financial position, the income, and any other information relating to the Customer which the Bank deems appropriate without reference to the Customer.
20. The customer hereby authorizes the bank to request any information about the customer, his residence, address, or the residence address of any of his family members whether in the UAE, home country or any other country where the customer resides. The customer also agrees to the bank inquiring about the telephone numbers and mailing address of the Customer and request any information relating to the Customer whether directly or through any of the Bank agents with reference to or prior permission from the Customer.
21. It is known and agreed that the Bank has the right to authorize any lawyers and collection agencies (in or outside the UAE) to follow-up the procedures of collecting any due indebtedness from the Customer. The Customer hereby authorizes the Bank to provide such lawyers and agencies with any information or documents pertaining to the Customer's account. The lawyers and the collecting agencies are authorized to take the appropriate action on behalf of the Bank while fulfilling their mission including contacting the Customer.

**B. Current Accounts Special Terms:**

1. Subject to the Bank's role discretion and the applicable laws and the regulations of the Central Bank of United Arab Emirates the Customer may be eligible to open a Current Account if he is resident in the United Arab Emirates and has the full legal capacity.
2. Subject to the Bank's discretion, the Bank may issue a cheque book to the Customer to enable him to operate his Current Account. The customer may request the Bank to issue him a customized cheque book the specification of which shall be

3. determined by the Customer provided that the Customer pays the cost of issuing such customized cheque book. The Bank reserves the right to refuse to comply with any drawing instruction from Current Account unless such withdrawals instruction is made by cheque. The cheque books issued maybe sent by mail / courier to the Customer or made available for collection by the customer or his representative from the branch at which the account was opened. If the customer opts to have the Bank send him the cheque book by mail / courier, he shall be liable for any loss resulting from any failure or delay in the delivery of the cheque book to him.
3. The Customer undertakes and agrees to keep the cheque book in a safe custody and place to avoid any misuse or fraudulent actions on the cheque book by third parties. In the event of loss or theft of the cheque book or any cheque(s), the Customer shall promptly notify the competent authorities and give immediate notice in writing to the Bank to stop the payment of the lost or stolen cheque(s), the Customer shall bear any losses or damage arising thereof in case the Bank paid the amount of any lost cheque according to the legal and banking principles.
4. A Current Account may not become overdrawn except by previous arrangement with the Bank. However, if the Bank and at its sole discretion allows any overdraft whether or not previously arranged for overdraft, or the increase of any overdraft on the Current Account for any reason, or in the event that any cheque causing the Customer's Current to be overdrawn in excess of the permissible limits or funds or if such cheques are inadvertently honored by the Bank, the Customer shall repay the Bank the amount overdrawn together with interest at the Bank's overdraft rate and the Bank's prevailing charges on demand. The overdraft amount and due interest shall be payable by the Customer to the Bank immediately upon demand, provided that the Bank is abided to the Customer's instructions.
5. No Instructions for stop payment of any cheque(s) shall be accepted unless pursuant to the applicable laws. The Bank accepts no responsibility for any failure to comply with such

instructions and shall not be held liable for any consequences and cost including without limitation legal fees and penalties, which may arise out of its compliance with such instructions.

6. Acting only as the Customer's collection agent, the Bank may agree to accept, but without assuming any responsibility for their realization, cheques, bank drafts and other similar payment instruments for deposit, provided that they are made out in favor of the Customer or endorsed to his order. For this purpose, the Bank and its correspondents or other agents appointed by the Bank shall be deemed to be the Customer's agents.
7. The proceeds of cheques or other instruments shall not be available for withdrawal until collected by the Bank. The Bank reserves the right to debit any of the Customer's Accounts or demand payment from the Customer for any amount exceptionally or mistakenly credited or credited under usual reserve, which are subsequently unpaid.
8. The Bank shall not be liable or responsible for failure to give notice of nonpayment or dishonor of any cheque in connection with any claims, losses or expenses which may arise as a result of returning a dishonored cheque, whether by ordinary or registered mail or any other means. The Bank reserves the right to debit the Customer's Accounts with the amount of any cheque which was drawn or endorsed in favor of the Customer (whether or not the cheque is drawn on the Bank, its branches, affiliates or subsidiaries) that has been credited to the Account and is subsequently unpaid, whether or not the cheque itself can be returned.
9. Unless agreed to the contrary, the Customer agrees that he is not entitled for interests on the credit balances of the Current Account and that he reserves no right to claim for the payment of any interests on those balances.

#### **C. Joint Accounts:**

1. In the event that the Account is opened in the name of more than one Customer ("Joint Account") Any balance now or hereafter deposited in the Joint Account shall remain jointly owned by the

Customers in equal basis unless they agree otherwise.

2. In the event of the death, incapacity, insolvency or bankruptcy of the either of the Joint Account Holders or all of them the Bank may continue to act from time to time in reliance upon the power and authority conferred herein until it shall have received a written notice from or on behalf of one of the Joint Customers of the death, incapacity, insolvency or bankruptcy. Upon receiving such a written notice, the relevant legal provisions shall apply to the account
3. The liability of each of the Joint Customers shall be joint and several and every agreement and undertaking herein shall be construed accordingly and the liability of any one of the Joint Account Holders shall not be discharged or affected in any way by reason of the invalidity, void ability, and unenforceability as regards to (a) any other such personal guarantee which the Bank may hold in respect of the Joint Account or any part thereof and (b) by the Bank's releasing, discharging, compounding with or varying the liability hereunder or making any other arrangement with any of the Joint Account Holders or third parties.

#### **D. Savings Accounts Terms:**

1. The cash withdrawal slips available at the Bank branches or such other instruction acceptable to the bank shall be used in making all withdrawals from the Savings Account(s).
2. Subject to any minimum balance requirement for the Savings Account Customers, the interest rate applicable for the Savings Account shall be available at the Bank branches and website and shall be subject to change with notification. The interest payable on the Savings Account will be computed and credited to the Customer Account in line with the product features as applicable and as determined by the Bank from time to time. Interest rates, tiers, crediting cycle and any other features of the Account are subject to change at any time at the Bank sole discretion and with notification.

#### **E. Fixed Deposit Account Special Terms:**

1. Subject to the Bank's sole discretion and minimum balance requirement determined by the

Bank from time to time, the Customer may open a Fixed Deposit Account. Upon opening such Account, the Bank will issue a confirmation advice to the Customer stating the principle sum, the term and the rate of interest payable for the Fixed Deposit Account.

2. In absence of any instruction from the Fixed Deposit Customer at the time of placement of the deposit, the Fixed Deposit, together with interest accrued, will be renewed at the bank's absolute discretion for similar period at the prevailing rate of interest on the date of such renewal.
3. The premature withdrawal of the Fixed Deposit shall render the deposit to be subject to lower interest and premature withdrawal penalty as determined by the Bank from time to time.

#### **F. Call Accounts Special Terms**

1. Subject to the Bank's sole discretion and minimum balance requirement, the Bank may open a Call Account for the Customer; the Customer may be entitled to earn interest on the Account in accordance with the interest rate determined by the Bank.
2. The interest rate applicable on the Call Account shall be available at the Bank branches and website and shall be subject to change without notice. The interest payable on Call Accounts will be computed and credited to the Customer's Account as determined by the Bank from time to time. Subject to the Bank sole discretion interest rates, tiers, crediting cycle and any other features of the Call Account are subject to change at any time with notification to the Customer

#### **Debit Card/Account withdrawal Special Terms and Conditions:**

1. Subject to the Bank sole discretion, the Bank may issue a Debit/Withdrawal Card to the Customer who maintains current Account or savings Account with the Bank at a branch of the Bank in the United Arab Emirates.
2. In case of closing the Account by the Bank for any reason, the Customer/Cardholder shall promptly return the card to Bank and it will become invalid.

3. The Cardholder agrees and acknowledges that the Card is issued for use on electronic terminals capable of accepting the card for Bank Account holders and who is "authorized" whenever its possible - to purchase goods and services, from retailers, within the UAE and overseas, through a point of sale machine accepting the card.
4. Subject to the Bank sole discretion and prior written approval the Bank may allow the Customer to use the Card to purchase goods and services, via the internet, by telephone or mail order, or by any other means where the Card is not physically present at the time of the transaction. The Customer may be allowed to access ATMs accepting the card and access to the Bank Interactive Voice Response (IVR).
5. The Card shall not be used to obtain credit of any type.
6. The Card shall remain the property of the Bank at all times, the Bank may, at its sole discretion, cancel the validity of the Card and request its return at any time, in which case the Cardholder shall immediately comply with such request.
7. The Card is issued entirely at the risk of the Cardholder who shall indemnify the Bank for all loss or damage howsoever caused resulting from the issuance and use of the Card.
8. The Cardholder undertakes not to disclose his PIN to any other person. In the event of the PIN becoming known to someone other than the Cardholder, that person may be treated by 1 the Bank as an acting agent of the Cardholder and the Cardholder undertakes to bear all loss or damage which may occur as a result of disclosing the PIN.
9. The Cardholder shall take the maximum care to prevent the Card from being lost, mislaid or stolen and the Cardholder undertakes not to pass the Card to any other person,
10. In the event that the Card is lost or stolen or the PIN is disclosed to any other party, the Cardholder shall immediately, thereafter report the said loss, theft or disclosure, together with the particular of the Card, to the Bank in person or by calling the Bank call center number specified by the Bank from time to time and. Until the loss, theft or

disclosure of PIN to third party is reported to the Bank as stated in this article, the Customer will be responsible for the transactions processed by use of the Card. The Bank shall not be liable for any damages or loss resulting from such loss, theft or disclosure of PIN.

11. Where oral notice of loss, theft or disclosure of PIN referred to in clause (10) above is given to the Bank, it must be confirmed in writing by the Cardholder's to the branch at which his Account was opened within (48) forty-eight hours of the receipt of the oral notice notified to the Bank.
12. The Cardholder shall at all times remain liable for any transaction made by the use of the Card and shall indemnify the Bank for all loss/damage howsoever caused by the unauthorized use of the Card or related PIN. The Bank record of transactions processed by the card electronically or otherwise shall be conclusive and binding evidence for all-purpose.
13. The amount of any Card transaction in a currency other than United Arab Emirates Dirham (AED) will be converted into AED at a rate of exchange determined by the Bank for the date when the relevant transaction is debited to the Card Account. The Bank will impose charges on all transactions processed through the ATMs of other banks whether in United Arab Emirates or abroad.
14. The bank debits the account of the Cardholder / Customer with all the cash withdrawal amounts, transfers, direct debits and payments for goods and services made with the bank, at any ATM machine or the other points of sales, and any other payments made by using the Card, in addition to the banking charges and expenses and in the events where the balance of the Cardholder account is in debit for any reason resulting from the use of the Card.
15. The Cardholder shall ensure that there is sufficient balance available for drawing in the Card Account before making any withdrawals or transaction. If for any reason such Account is overdrawn by the use of the Card or towards any Bank charges, the Cardholder shall be responsible for settling the overdrawn amount immediately by a direct payment or transfer of funds from any other

Accounts maintained with the Bank. Failure to comply with this condition shall entitle the Bank to cancel the Card and/or transfer the overdrawn amount or any amount due from any Account in the Cardholder's or the Customer name maintained with the Bank. If more than one account is maintained with the Bank, the Bank shall have the right to debit or set off any other accounts of the Cardholder or the Customer with the Bank in order to cover the overdraft Account of the Cardholder without prior notice.

16. The Card shall be used for cash withdrawals or purchase within the daily limit determined by the Bank subject to the Bank sole discretion.
17. The Bank may, at its absolute discretion, with consideration to the Customer's interest, change the daily cash withdraw and purchase limits without giving any reasons or prior notice to the Cardholder. Such Changes shall apply immediately.
18. The Bank may send the Card to the Customer or the Cardholder by normal post or courier to the address of the Customer maintained on the Bank records and at the Customer's responsibility.
19. Upon receipt of the Card, the Cardholder shall sign the signature panel on the back of the Card immediately, such signature and/or Card activation and/or use of the Card will constitute binding and conclusive evidence of the Cardholder's confirmation to be bound by these terms and conditions, notwithstanding that the Bank is not notified of the Cardholder's receipt of the Card.
20. If the Card is not collected/ received by the Cardholder within four (4) weeks (or any period determined by the Bank from time to time) from the date of issuance of the Card (or any period determined by the Bank from time to time) the Card shall be cancelled and the Cardholder will bear the issuance charges. If a replacement Card is issued afterwards, a Card replacement fee shall be levied as per the Bank's prevailing schedule of service and charges.
21. The Cardholders shall be jointly and severally liable to the Bank under these terms and

conditions if the Account is opened in two or more names.

22. The Bank shall not be responsible for any loss or damage arising directly or indirectly from any malfunction or failure of the Card or the ATM or the temporary insufficiency of funds in such machine or failure of any retailer or supplier to accept or honor the Card and the manner in which the refusal was communicated to the Customer.
23. The Cardholder shall only use the Card for purchases that are legally acceptable in the UAE and/or the Country of purchase. The bank reserves the right (subject to applicable law) to refuse settlement of any Card transaction on the customer's behalf if the bank is of the reasonable opinion that the Card transaction is for goods/ services which it considers illegal.
24. The Bank reserves the right at all times and without notice to the Cardholder to refuse to authorize any purchase or cash advance, cancel or suspend the right to use any Card or PIN in respect of all or specific or transactions and refuse to renew or replace any Card.
25. The Cardholder agrees that in case of a Card or supplementary Card linked to a Joint Account, fast cash transactions performed on the Bank ATMs, all transactions done on other ATMs, and purchases carried out with the Card will be recorded only on the primary Card Account and the Account from which the main Card was issued.
26. Cardholder participation in any promotions will be subject to the promotion terms and conditions announced by the merchant and the Bank shall not be responsible of such promotions.

**G. Severability:**

The Customer agrees that the invalidity or enforceability of any part of these Terms and Conditions shall not prejudice or affect the validity or enforceability of the other provisions herein.

**H. Waiver and Assignment:**

The Customer agrees that the Bank shall have the right to assign and transfer any of its rights and obligations under these Terms and Conditions to any third party without obtaining the Customer consent. The Customer has no right

to assign any of his rights and obligations under these Terms and Conditions without obtaining the Bank's prior written consent.

**I. Fees and Commissions**

The Bank may impose any kind of fees and charges on any of the banking services provided to the Customer in accordance with rates specified by the Instructions of the Central Bank in force.

**J. Variation of the Terms and Conditions:**

The Bank may, from time to time, and at its sole discretion, with prior notice to the Customer by any means as the Bank deems fit, change or amend any of these Terms and Conditions. Such changes shall apply on the effective date specified by the Bank in the notification sent to the Customer.

**K. Address:**

Unless the Customer notifies the Bank in writing about changing his address, the address stated by the Customer in the Account opening form (the "Permanent Address") and/or the relevant Banking Service application shall be the selected place of domicile on which the Customer shall receive all notices, correspondences, and claims in respect of the Account.

**L. Governing Law and Jurisdiction:**

These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules, regulations and directives of the Central Bank of United Arab Emirates. The law governing the Accounts or any Banking Service or transaction is the law of the Emirate in which the Account maintained, in the event of a dispute arising in relation to any Account, Banking Service or transaction the courts of such Emirates shall have jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

**M. Language and Interpretation:**

The Terms and Conditions are made in bilingual Arabic and English texts however, if there is any contradiction between the Arabic and English text, the Arabic text shall prevail.

**HBL**

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**HABIB BANK LIMITED**

## **Additional Terms and Conditions of Accounts and Banking Services**

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**Customer:** means any natural or legal person who has an Account with the Bank and/or subscribed to utilizing any of the Bank Services. **Banking Service:** means any kind of banking service(s) offered by the Bank to the Customers such as and without limitation Branch Banking, Internet Banking, Phone Banking, Mobile Banking, withdrawals, deposits and payments through Automated Teller Machines (ATM) and Cash Deposit Machines, making payments through the internet or any other technology, and /or any other kind of Banking Services provided to the Customer at any time.

**Agents:** means any person or persons appointed or approved by the Bank to support or offer Banking Services.

**Beneficiary:** means the authorized recipient of any funds through Banking Services.

**Customer's Instructions:** means the instructions given by the Customer to the Bank from time to time regarding the Account.

**The Bank Electronic Instructions:** means the Bank electronic documentation via the Internet ATMs, Mobile Banking, Phone Banking, operating instructions or reference guidelines issued by the Bank in any written form or in the guide on the Bank website.

**Internet:** means a collection of information stored in a computer available throughout the world.

**Swift:** Society for Worldwide Interbank Financial Telecommunications, a computer network which provides interbank communication facilities worldwide.

**User Identification:** The Customer Identification number or word advised by the Bank to the Customer for the purposes of identification while using the Banking Services.

**Business Day:** means any official working day on which the Bank is open for business.

**TIN:** means secret "Telephone Identification Number",

which when used by the Customer in conjunction with the Login ID will allow the Subscriber access to the Phone Banking, it may also be the same personal identification numbers of the automated debit card issued by the Bank to the customer.

**PIN:** means the Personal Identification Number issued to the Cardholder and/or selected by the Cardholder to enable the Card to be used at an ATM, retail outlet accepting the Card, and other self-service terminals.

**Value Date:** means the date on which the funds pertaining to a Financial Transaction are made available to the beneficiary.

**Card:** means automated teller machine card (i.e. Visa Electronica Debit Card) or any other Card issued by the Bank to its Customers to use it for cash withdrawal from Automated Teller Machines (ATM) or purchase of goods and services through the internet, phone, or any other mean where the card is not physically available at the time of the transaction when the bank allows to do so.

**Cardholder:** means any individual in the name of whom a Card is issued by the Bank to undertake financial transactions through the Account. The Cardholder includes the principle Cardholder and supplementary Cardholder, if any.

#### A. Declarations and Authorizations:

1. The Customer agrees to have read and fully understood the terms and conditions available on the bank's website ([www.hbl.com/uae](http://www.hbl.com/uae)) and their application to any services granted to me/us by the Bank. The Customer agrees to be bound by the said terms and conditions and accept any amendments which may be made by the bank from time to time to these terms and conditions.
2. The Customer agrees to have read and fully understood the schedule of charges available on the bank's website ([www.hbl.com/uae](http://www.hbl.com/uae)) and the Customer agrees to pay the fee and charges and accept any amendments which may be made by the bank from time to time to this schedule of charges without receiving prior notice.
3. The Customer agrees to consent that the information supplied relating to Customer account(s) with the Bank may be disclosed as may be required by law court order or competent

authority or agency under the provisions of applicable laws, usage and customs and/or otherwise to safeguard the interests of the Bank and that such disclosure may be transmitted electronically including by email.

4. The Customer agrees to authorize the Bank to register the Customer details, retrieve a credit report, file a dispute, with/from the Al Etihad Credit Bureau. The Customer agrees also authorize the bank to submit any and all information pertaining to me/us and my/our account(s) with the bank to the Al Etihad Credit Bureau. The Customer agrees authorize the Bank to deduct all applicable fee and charges pertaining to retrieval and/or submission of any information from Al Etihad Credit Bureau, including but not limited to the credit report, from any of the Customer account(s) with the Bank. The Customer agrees also authorize Al Etihad Credit Bureau to provide any information, including but not limited to the credit report, to the bank through whichever physical and electronic means as provided by Al Etihad Credit Bureau.
5. The Customer agrees to authorize the Bank to enquire and review my credit history held with UAE authorities including the Al Etihad Credit Bureau and Central Bank and/or held with the Credit Bureau and Central Bank of any of the country(ies) where the Customer is resident / citizen / national / tax payer. The Customer agrees to authorize the Bank to submit any and all information pertaining to the Customer account(s) with the bank, to the UAE authorities including the Al Etihad Credit Bureau and Central Bank, and to the Credit Bureau and Central Bank of any of the country(ies) where the Customer is a resident / citizen / national / tax payer.
6. The Customer agrees hereby provide consent to the Bank for contacting any third-party(ies) for obtaining information for due diligence under the Bank's internal / external regulatory requirements.
7. The Customer agrees to understand that if the Customer become a public figure or related individual, or a politically connected person, that

the Customer will notify the bank as soon as possible. If the Customer does not do so then Customer's relationship with the bank may be closed or restricted at the discretion of the bank.

8. If the Customer changes his/her address or contact numbers, he/she should inform the Bank in writing and follow the Bank's procedure to update the information.
9. The Customer should keep all correspondence relating to the account(s) held with the Bank in a secure place for future reference.
10. The Customer should check the statements sent to him/her and acknowledge receipt where required by the Bank do to so – even if the entries are in order – to confirm to the Bank that the address on record is in order.
11. While the Bank maintains strict confidentiality in all matters relating to the Customer's information, document(s) and account(s), the Customer authorizes and consents to the Bank and/or any of its officers/ employees to disclose any information concerning the Customer and the Customer's account(s) held with the Bank, or the relationship of the Customer with the Bank to any of the following:
  - a. any office or branch of the Bank in UAE and/or abroad;
  - b. any agent, contractor or third-party service provider, or any professional adviser to the Bank;
  - c. any guarantor or third-party security providers;
  - d. any regulatory, supervisory, governmental or quasi-governmental authority with jurisdiction over the Bank;
  - e. any person to whom HBL is required or authorized by law or by court order to make such disclosure;
  - f. any other person under a duty of confidentiality to the Bank;

g. any bank or financial institution with which the Company and/or the Employees have or propose to have dealings, irrespective of whether such recipient in each case is in the United Arab Emirates or in another country that does not offer the same level of data protection as United Arab Emirates, and regardless of whether such information will, following disclosure, be held, processed, used or disclosed by such recipient in United Arab Emirates or another country.

12. The Customer agrees to consent to follow laws of country of residence / nationality / work permit. The Customer agrees to be responsible to know the laws and regulation in the country which the Customer resides, have citizenship, work permit, or any connection causing applicability of laws /regulation on the Customer ("Applicable Jurisdiction"), with regards to my/our account and/or banking activity with you in jurisdiction/s the Customer have account/s or transact through ("Banking Jurisdiction"), and you shall not be liable for any loss or claim imposed by the Applicable Jurisdiction on me/us as a result of the Customer's non-compliance with any laws, regulations, or legal process of the Applicable Jurisdiction. The Customer agrees to be responsible for observing and complying with laws, regulations and rules of the Applicable Jurisdiction, including but not limited to any tax, foreign exchange, or capital control, applicable to my/our accounts and /or transactions within the Banking Jurisdictions, as well as reporting and filling requirements of the Applicable Jurisdiction. The Customer agrees to understand that the Bank does not provide legal and/or tax advice and are not responsible for advising the Customer on the laws pertaining to the Customer accounts and/or transaction.
13. The Customer agrees, hereby declare and confirm that the Customer does not engage in any activity that deals with "designated persons or entities" [refers to individuals or entities with any linkage with Cuba, Iran, North Korea, Sudan and Syria, or are in the United Nations list, in the OFAC Specially Designated Nationals (SDN) list, in the European Union (EU) list, in the Office of Foreign Assets Controls (OFAC) list, or any other list that the bank

would be required under law to comply] either as principal or agent, whether directly or indirectly. The Customer agrees to further understand that the bank, may suspend all transactions or terminate our relationship should the Customer be found to be involved in such activities. Should there be any change in the circumstances as set out above, the Customer undertakes to immediately notify the bank in writing. The Customer agrees further declares and confirm that the bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any activity against the above mentioned, and the Customer undertakes to hold harmless and fully indemnify the bank and its related corporations (together with their respective officers and employees) from and against any liability arising from the bank's reliance on the declarations made by the Customer.

14. The Customer agrees to provide consent to the Bank for disclosing any information and/or document(s) pertaining to the Customer and/or the Customer's account(s) with any third-party for any purpose, including but not limited reviewing, adding, updating, amending, and also authorize the Bank for any appointed third-party by the bank to contact the Customer for obtaining any information and/or document(s) as required by the Bank.
15. The Customer acknowledges and agrees that the Bank may utilize the services of a third-party contractors and that any such third-party may access to the Bank's books and records including information regarding the Customer and the Account. However, the third-party should sign a confidentiality agreement with the Bank to safeguard the Customer's interest as per the specifications of the Central Bank.
16. The Customer irrevocably consents to the disclosure and reporting by the Bank, its officers, employees and/or agents, in any whatsoever, of the disclosure of any information relating to the Customer and its account relationship with the Bank (including without limitation, credit balances and deposits with the Bank, account

history and other Customer related information) as the Bank, its officers, employees, and/or agents may in their absolute discretion deem fit.

17. The Bank shall have the right, without any recourse from the customer to refuse / reject / freeze / suspend any transaction / deposits / withdrawals if the Customer is found to be (i) in breach of any Terms & Conditions of the Bank (ii) the Bank suspects that there may be any fraud or account uses directly/indirectly for illegal purposes or any Money Laundering / Terrorist Financing related concerns (including, without any limitation of the amount set by Central Bank of the UAE) & (iii) the information / documents provided by the Customer are not satisfactory to the Bank.
18. An Account considered as Dormant if there is no Customer initiated Financial Transaction for such period (i.e. 12 Months) as stipulated by Central Bank of the UAE. The Bank will send a notice using available channels and in case if not heard from the customer within three (3) months, the Bank reserve the rights to close any Dormant Account and transfer balance amount to the account maintained by the Bank. The Bank may on its sole discretion have the rights to refuse re-activation deemed fit into as Dormant Account.
19. The Bank shall always have the right, at its absolute discretion, to close any account and terminate any type of relationship with the Customer / account holder / depositor at any time without assigning any reason after settlement of all monies to/from the Bank. On the closure of any account, the Customer will return all unused cheques to the Bank.
20. The Customer may close the Account by giving prior written notice at any time to the Bank after payment of all monies due to/ from the Bank. The Bank may also close, freeze or suspend dealings on the Account with proper notification to the Customer.
21. The Customer agrees that Bank has no liability on their part if Customer disclosed his/her information (such as PIN, Passwords, OT, Mobile Banking details, Internet Banking details, Card

details etc.) to any third party which may cause loss of the Customer monies with the Bank.

22. The Customer confirms and agrees that the Customer can fully read and understand English and does not require the provisions pertaining to the application form(s), terms and conditions, schedule of charges, letters and advices, SMS, Email, and notices, to be made available to me in Arabic or any other language.
23. The Customer understands that all forms and requests submit to the Bank will be valid and binding, once signed by the Customer, and by the designated officials of the Bank.

**B. Governing Law and Jurisdiction:**

These Terms and Conditions shall be construed in accordance with the laws of United Arab Emirates and the rules, regulations and directives of the Central Bank of United Arab Emirates. The law governing the Accounts or any Banking Service or transaction is the law of the Emirate in which the Account maintained, in the event of a dispute arising in relation to any Account, Banking Service or transaction the courts of such Emirates shall have jurisdiction, provided that the Bank may, if it deems appropriate, bring proceedings in any other jurisdiction, inside or outside the United Arab Emirates.

**C. Language and Interpretation:**

The Terms and Conditions are made in bilingual Arabic and English texts however, if there is any contradiction between the Arabic and English text, the English text shall prevail.