

## **Demand Draft Application Form**

Personal Banking and Business Banking Accountholders

## Under Banking License issued by the Central Bank of the UAE

Date*			* Indicates mandatory field
א אין אין ט ט	Branch*	e Nan	ne
Demand Draft Beneficiary Deta	ils		
Full Name *			
Beneficiary Address & Country *			
Beneficiary Type*	Individual Business / Comp	oany / Government Institution Oth	er
Date of Birth (For individuals only)	D D M M Y Y Y	(Mandatory if the Beneficiary is in the Y	USA)
Demand Draft Details			
Currency *	AED USD GBP EURO	Other	
Amount in figures *			
Amount in words *	Note: For commercial USD payments of USD 5	0,000 and above, the invoices must be provided.	
Purpose of Payment *	Education Purchase of Goods/Ser	vices Property Purchase Invoice Pa	yment Other (Specify below in detail)
Details of Payment *			
Debiting Account Details	(The account from where the funds will be debit	ted to issue the Demand Draft)	
Debiting Account Name *			
Debiting Account Number *			
Accountholder's Contact Number*			
Primary Accountholder Name	Terms and Conditions mentioned over Signature	Signature Verification (Branch Staff)	
Timaly Accountification Number	Signature	Signature vermeation (Branch Stair)	
Joint Accountholder Name	Signature	Signature Verification (Branch Staff)	
Joint Accountholder Name	Signature	Signature Verification (Branch Staff)	Company Stamp (For Business Accountholders)
Closure demand draft request is subject to verifica pplicable service charges. The prevailing of ency demand draft will apply.	,	**	طلب إصدار حوالة مصرفية تحت الطلب التحقق مر سوم الخدمة المُطبقة. سيتم تطبيق سعر الصرف الم لأجنبية.
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demand draft request is subject to verificate pplicable service charges. The prevailing of ency demand draft will apply.	For Bar In-person By representative	مائد في حالة إصدار حوالة مصرفية تحت الطلب nk Use only	موم الخدمة المُطبقة. سيتم تطبيق سعر الصرف الس لأجنبية. Fee and Charges Debited
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## **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 demand draft transaction 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's Demand Draft Services) of the Bank (herein referred to also as "the Customer"), the Customer hereby agrees to these terms and conditions (Terms and Conditions) for the Demand Draft (herein referred to "Demand Draft") for the given beneficiary (means the authorized recipient of any funds through Bank's Demand Draft 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. Upon signing this draft application the Customer acknowledges and agrees that: (a) the Customer has agreed to be bound by these terms and conditions; (b) confirms that all particulars the Customer have provided to the Bank in connection with this application are true and correct.

- 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. The Bank is free to make use of any correspondent, sub-agent or any other agency and the Bank or its correspondents or agents will not be liable for mutilations, omissions, errors or delays occurring in the Transaction, or in any messages or instructions by mail, facsimile, telegraph or cable.
- 3. 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 of negligence of the Beneficiary's bank in collecting the Payment. In no event shall the Bank nor its branches, correspondents or agents under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages including without limitation erroneous or incomplete information been given to the Bank; delay or error in or failure in locating or identifying the beneficiary; or any other cause or reason whatsoever beyond the Bank's and its correspondents' or agents' control.
- 4. Encashment of the demand draft is subject to any exchange controls, laws or decree 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 or any loss or delay caused by any such exchange controls, restrictions laws or decree or rules and regulations.
- 5. The Bank will debit the charges and commissions to the Customer's account for processing of the demand draft issuance as per the published rates & tariffs guide. The charges may be revised from time to time at the discretion of the Bank.
- 6. Unless agreed in writing to the contrary, for transactions that require a currency conversion, the Bank will convert to the currency of the payment at the rate of exchange prevailing for purchasing and selling the relevant currency at the time of processing of the transaction.
- 7. The Bank may collect information in order to carry out the Customer's instructions and to comply with all applicable laws in the UAE. The Bank may disclose that information to the beneficiary's bank, or any relevant government or regulatory authority.
- 8. The Bank is entitled to decline to make a payment it believes might involve a breach by any person or by the Bank of a law or regulation of any country or involve persons or entities which may be the subject of sanctions. A payment may be delayed or declined because a person involved in the payment or an authority requires information or clarification as to compliance with the law or regulations, or declines to process it.
- 9. 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 (that is, any official working day on which the Bank is open for business).
- 10. If a demand draft is lost/ stolen/ destroyed/ misplaced the Customer agrees to provide the Bank with an indemnity acceptable to the Bank. In case where drafts are directly dispatched to the beneficiary, neither the Bank nor the branches or correspondents are responsible for any delay.

  Mistake or omission caused by the telegraphic or postal authorities and in the event the draft is lost or stolen the Bank is not liable for refund.
- 11. The Customer undertakes to indemnify the Bank in respect of any overpayment resulting from such mutilation or mistake and authorizes the Bank to make a direct debit to the Customer's Account with the Bank for such overpayment.
- 12. 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.
- 13. In certain limited circumstances the Bank is entitled attempt to stop or cancel a draft instruction on a best efforts basis.
- 14. 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.
- 15. The laws applicable in the United Arab Emirates shall govern this Demand Draft Application form and its terms and conditions. The courts of the United Arab Emirates shall have jurisdiction to adjudicate any dispute, which arises out of this Agreement.