

# ADIB (UK) Limited CURRENT ACCOUNT Terms and Conditions

Effective 13 January 2018



 | [adib.ae](http://adib.ae)  |  | +971 2 412 9000  |  | +44 20 7590 2200  | +44 20 7590 2211

ADIB (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 562094.

# ADIB (UK) LIMITED

## CURRENT ACCOUNT TERMS AND CONDITIONS

### INTRODUCTION

#### 1. Purpose of this document

- 1.1 This document sets out the Terms and Conditions applicable to our Personal Sterling Current Account and the related products and payment services, including the use of a Debit Card where this facility is made available, the ability to make payments under the Direct Debit Scheme, Standing Orders, cheque clearing services and payments to third parties using the Faster Payments Service, BACS and CHAPS. This document must be read in conjunction with the Diamond Accounts Schedule of Charges. These Terms and Conditions and the Diamond Accounts Schedule of Charges form your contract with ADIB UK. You should keep your copy of this document and the Diamond Accounts Schedule of Charges in a safe place for future reference; however additional copies of these Terms and Conditions and the Diamond Accounts Schedule of Charges are available upon request, free of charge. Please refer to our "Currency Accounts Terms and Conditions" if you wish to open an account in an alternative currency.
- 1.2 We reserve the right to change these Terms and Conditions and the Diamond Accounts Schedule of Charges by giving you a minimum of two months' prior notice of the change. The changes will automatically take effect at the expiry of this two month period and you will be deemed to have accepted the changes unless you notify us in writing that you do not agree to the change(s). If you notify us that you do not accept a change we are entitled to take this as a notification by you that you wish to close your Current Account with immediate effect without charge. The most up to date version of the Terms and Conditions and Diamond Accounts Schedule of Charges are always available on our website at [www.adib.co.uk](http://www.adib.co.uk). Our Diamond Accounts Schedule of Charges is prominently displayed in the branch at all times. If we make a major change or a number of minor changes to these Terms and Conditions in any one year, we will provide you with a summary of the changes.
- 1.3 Our Current Account is a payment account for the purposes of the Payment Services Regulations 2017.
- 1.4 Our Current Account is a demand deposit account on a non-profit bearing loan (Qard Hasan) basis, which does not generate any profit or bear any loss. We will pay you the full available credit balance upon request. Withdrawals can be made from your Current Account by cheque, Debit Card and/or through any other instructions provided by you in accordance with these Conditions.
- 1.5 We charge a monthly account maintenance fee for a Current Account. Please refer to our Schedule of Charges for further details.
- 1.6 Your Current Account must maintain a Minimum Balance of £50,000 GBP at all times. You will be liable for an enhanced account maintenance fee if your average Current Account balance falls below this amount and if you fail to maintain the Minimum Balance we may close your Current Account. Please refer to our Schedule of Charges for further details. We will calculate the average balance of your Current Account each month to determine whether you have met the Minimum Balance requirement.
- 1.7 All communications from us to you will be in English. To contact us please call us on the relevant number below. To help us to continually improve our service, meet our regulatory obligations and in the interests of security, all calls will be monitored and/or recorded.

From the UK	From abroad
+442075902200	+448082343702

## Definitions

Key terms referred to in this document are defined below. The definitions of these terms form a part of our Terms and Conditions.

**“ADIB Group”** means Abu Dhabi Islamic Bank PJSC and each of its affiliates and subsidiaries;

**“Authorised Person”** means any person who you have authorised to operate your Current Account in accordance with Condition 3.5;

**“Business Day”** means 9am to 5pm on Mondays to Fridays other than on a public or bank holiday in England or we notify you of different times for the processing of payments to and from your Current Account;

**“Call Back”** refers to a control check whereby the Bank will call either yourself or the Authorised Person on your Current Account to verify details of transactions made. These calls will be recorded and will only be made to the designated phone number held on your Current Account;

**“Conditions”** or **“Terms and Conditions”** means the terms and conditions described in this document which govern your Current Account as modified from time to time as described in 1.2 above;

**“Current Account”** refers to the current account(s) you hold with us. These Conditions apply to you even if the name on the account or the number of your Current Account changes;

**“Direct Debit Scheme”** means a direct debit scheme under which we provide debtor bank services to you in your capacity as debtor, but does not include the SEPA Core Direct Debit Scheme or the SEPA B2B Direct Debit Scheme;

**“Debit Card”** is a card which allows you to purchase goods and services by transferring money electronically from your Current Account. The card may also be used to make cash withdrawals from your Current Account;

**“EEA”** means the European Economic Area;

**“Faster Payment Service”** refers to the payments service which allows faster electronic payments to be made between bank accounts in the UK. Payments may only be made with other participating banks or building societies;

**“joint”** or **“jointly”** means shared or held by two or more people;

**“Minimum Balance”** refers to the minimum balance which must be maintained in your Current Account. We will calculate the average balance of your Current Account each month to determine whether you have met the Minimum Balance requirement;

**“Payee”** means the person to whom the money is paid or is to be paid including, in the case of a cheque, the person to whom a cheque is made payable;

**“Personal Information”** refers to personal and financial information about you (including any joint Current Account holders) that we have either obtained from you, from our affiliates, our internal credit or anti-fraud checks or from third parties such as credit reference agencies, fraud protection agencies and other organisations;

**“PIN”** refers to your “Personal Identification Number” which is a confidential number that allows you to validate any electronic transactions, including cash withdrawals made using your Debit Card;

**“Self Service Machine”** refers to an Automated Teller Machine (ATM) or free standing machine at which you can use your Debit Card to make cash withdrawals, view recent transactions and print mini statements;

**“Paper Payment Order”** refers to any paper form instructions (including instructions on bank forms) we receive from you in regards to making a payment. Paper form instructions may be sent to us via post, fax or delivered in person;

**“Payment Services Regulations 2009”** refers to the Payment Services Regulations 2009 (S.I. 2009/209) as amended or replaced from time to time;

**“Schedule of Charges”** refers to any brochure or leaflet that sets out the charges including where appropriate, any international and UK charges that apply to your Current Account;

**“Fatwa and Shari’a Supervisory Board”** refers to the committee we have established comprising of eminent religious scholars who advise us on the Shari’a rules and principles upon which your Current Account and all our products and services will operate;

**“Stop Payment Request”** refers to a request from you to us to stop a cheque as described in Condition 9.8 below;

**“we”, “us”, “our” or “the Bank”** refers to ADIB (UK) Limited incorporated in England with number 07327879. Our registered office is situated at 9th Floor, 26-28 Hammersmith Grove, London W6 7HA. Our branch, and principal place of business, is situated at One Hyde Park, 100 Knightsbridge, London SW1X 7LJ;

**“withdraw”, “withdrawal” and “withdrawn”** refers to a withdrawal made from your Current Account which is only completed once we have processed your request to pay money out of your Current Account;

**“you” and “your”** refers to the Current Account holder. If your Current Account is held jointly, these Conditions apply to all Current Account holders jointly and severally.

## **CURRENT ACCOUNT**

### **2. Fatwa and Sharia Supervisory Board**

- 2.1 We will at all times operate the Current Account in accordance with the rulings and guidance given by our Fatwa and Shari’a Supervisory Board. You and we both agree to be bound by the rules and guidance of the Fatwa and Shari’a Supervisory Board with respect to all matters relating to the interpretation and application of Shari’a rules and principles to the Current Account and which are set out on our website.
- 2.2 All amounts held in the accounts we maintain on behalf of our customers are held in strict conformity with the rules of Shari’a as determined by our Fatwa and Shari’a Supervisory Board. Unlike conventional interest based bank accounts, we do not pay interest on the Current Account nor do we use your money for prohibited interest based lending. We may use the money you deposit in your Current Account to make Shari’a compliant investments which we select (in accordance with English Law) for the sole benefit of the Bank.
- 2.3 Details of the members of the Fatwa and Shari’a Supervisory Board can be found on our website.

### **3. Your Current Account and the facilities available to you**

- 3.1 To open a Current Account with us, you must, amongst other things, be at least 16 years of age. Please ask a member of our staff if you require information on whether or not you qualify for our Current Account.
- 3.2 Before we are able to open a Current Account for you, you will need to provide a proof of your identity and address and we may need to meet you in person to complete the necessary formalities. We will inform you if we need to meet you in person. Once your Current Account with us has been opened, you will be able to communicate with us by post and telephone as well as by personal visits to our branch and, if agreed by us, by e-mail.
- 3.3 When you apply for a Current Account with us, we will give you a copy of our Schedule of Charges as applicable at that time. You can check our charges at any time by calling us on the numbers provided in Section 1 of these Conditions. You may also obtain a copy of our current Schedule of Charges at our branch. Our most recent Schedule of Charges is also available through our website and we will notify

you of any changes made in accordance with Section 1 of these Conditions.

- 3.4 Your Current Account is personal to you and may not be used by anyone else, unless you authorise another person to operate your Current Account on your behalf and this has been duly recorded in the Bank's records in accordance with the Bank's rules and regulations noted below in 3.5.
- 3.5 If you wish to authorise another person to operate your Current Account (an "Authorised Person"), you must complete a Third Party Mandate form. We will also accept a legally registered power of attorney, although you should take legal advice from a solicitor or other legal adviser before granting a power of attorney to anybody. For joint Current Accounts, each Current Account holder must sign to provide authorisation to appoint an Authorised Person.
- 3.6 Your Current Account is for personal use only and cannot be used for business purposes. We will undertake regular monitoring and if this Condition is breached then we may close your Current Account with immediate effect.
- 3.7 We will only activate the Current Account after we have received from you a fully completed application form (together with any proof of identity and other information that we may have requested) and carried out any checks that we consider appropriate, including checks required under the anti-money laundering, counter-terrorist financing and sanctions regimes. We may undertake checks with one or more credit reference agencies unless you are under the age of 18 years old. We reserve the right to decline to open or activate an account at our sole discretion. If we refuse to open or activate an account, we shall notify you although we are not obliged to explain our reasons for such refusal.
- 3.8 We will assume that any credit balance in your Current Account belongs to you. By depositing money into your Current Account you confirm that no one else has a right to or an interest in the monies deposited (although an Authorised Person may operate your Current Account). We may not deal with third parties claiming an interest in your Current Account (even if you have authorised us to deal with such third parties in writing) unless we are required to do so by a court order or due to a requirement of law.
- 3.9 We do not permit overdrafts. You must ensure that your Current Account does not become overdrawn.
- 3.10 We offer our customers a number of services such as the provision of duplicate statements, payment services and banker's drafts. Our Schedule of Charges sets out our charges for services and other matters. You agree to pay the charges when they become due for payment, unless we otherwise agree with you in writing.
- 3.11 You have the right to cancel your application to open an account without penalty and without giving any reason, within 14 calendar days from the later of:
  - (i) the date on which we open your Current Account; and
  - (ii) the date on which you receive a copy of these Conditions
- 3.12 You must notify us in writing if you wish to cancel your application. For joint account applications we require written notice from all Current Account holders. You may cancel your application by writing to us as at ADIB (UK) Limited, One Hyde Park, 100 Knightsbridge, London SW1X 7LJ or by emailing us at [ukcustomerservice@adib.com](mailto:ukcustomerservice@adib.com).
- 3.13 You have the right to obtain a copy of any agreements entered into between us in relation to your Current Account at any time.
- 3.14. We may suspend, withdraw or restrict the use of your Current Account at any time if you breach any of these Conditions, if we have reason to believe that you are operating your Current Account illegally or if we suspect that the Current Account is otherwise being misused. We will inform you before we take any action, or as soon as possible subsequently either by telephone or in writing, unless it is unlawful for us to do so.

#### **4. Joint Accounts**

- 4.1 You may apply for a joint Current Account to be opened in the name of more than one person, up to a maximum of four people. Each person will need to complete an account application in the name of the joint Current Account and sign the form where indicated. All of these Conditions will apply to each of you jointly and severally. This means that each joint Current Account holder will be responsible for the Current Account individually as well as together.
- 4.2 If your Current Account is in joint names, we may give any notices about the Current Account (including statements) to the first person named on the Current Account and this will be treated as being given to all of you.
- 4.3 Because you operate your Current Account jointly we may disclose any information that any one of

- you gives to us in connection with your Current Account to any of the other Current Account holders.
- 4.4. A joint Current Account can be operated independently of the other Current Account holders. Any instructions, including withdrawing the full balance, given to us by one of the Current Account holders will be binding on all Current Account holders and will not require us to make further enquiries. However you may instruct us in writing to only accept instructions that have been signed by all joint Current Account holders.
  - 4.5. Unless we otherwise agree in writing, you authorise us (without us having to make any further enquiries), to carry out the following:
    - (a) Pay all cheques and accept other payment instructions, or to stop payments, signed or given by any one of you.
    - (b) Deliver any item held by us in your joint names against receipt by any one of you.
    - (c) Accept instructions signed or given to us by any one of you to act on behalf of all of you in other transactions with us.
  - 4.6. If any one of you informs us about a dispute between one or more of the joint Current Account holders, we may treat this as a revocation of the authority granted to us. Therefore we will restrict activities and instructions on the Current Account until such time as confirmation has been received from all of the joint Current Account holders that the dispute has been resolved.
  - 4.7. Unless we have been informed of a dispute between one or more of the joint Current Account holders or unless we have otherwise agreed in writing to only accept instructions that have been signed by all joint Current Account holders, we will accept an instruction from one of the Current Account holders to close the Current Account.
  - 4.8. If a joint Current Account holder dies we will need you to provide us with a certified copy of the death certificate. The Current Account will pass into the names of the remaining Current Account holder(s). The remaining Current Account holder(s) will have full authority to instruct us concerning the Current Account, including the payment of any credit balance and will be responsible for any obligations connected with the Current Account including payment of any debit balance. Our Fatwa and Shari'a Supervisory Board advises joint Current Account customers (if either one or both/all are Muslims) that in order to comply with Shari'a law, the remaining Current Account holder(s) is/are required to deal with the money in the Current Account in accordance with the inheritance principles of Shari'a law.
  - 4.9. If we receive written notice that any one of you has become mentally incapable, we will accept this as revocation of the authority granted to us. This means we will only make payments that were authorised before we received such notice or until an attorney is appointed to act for the person who is mentally incapable.
  - 4.10. If we receive notice that any one of you has become bankrupt, this will invalidate the mandate and the Current Account may be frozen.
  - 4.11. Should one party wish to withdraw from the Current Account but the remaining Current Account holders wish to continue holding the Current Account, we may remove the relevant account holder from the Current Account and allow the Current Account to continue.

## **5. Payments into your Current Account**

- 5.1. You may deposit money into the Current Account using any of the methods below:
  - (a) By paying in cash or cheques at our branch.
  - (b) By post or courier to our branch (cheques only).
  - (c) By transferring funds from another account held by either us or a third party such as another bank. In certain circumstances, a fee, as set out in our Schedule of Charges, may be payable.
- 5.2. All cash and cheque deposits will be credited to your Current Account on the same day they are paid in in accordance with 5.1 provided that all deposits are made by 3.30pm on a Business Day. If you make a deposit into your Current Account after 3.30pm or at any time on non-Business Day we will treat the payment as received on the following Business Day. The fact that we treat cash or cheques as paid into your Current Account does not mean that you can make withdrawals relying on such credited amounts. We set out below the number of Business Days it will take to clear cash and cheques before you can withdraw against them ('clear' meaning the process by which we make the value of your cash or cheque deposit available to you in your Current Account):
  - (a) Cash paid into your Current Account at our branch will be credited to your Current Account and be available for you to make withdrawals against on the same day.
  - (b) Cheques paid in Pounds Sterling at our branch will be credited to your Current Account but will usually take 5 Business Days to clear before you can withdraw against it. If you send us a cheque

by post, clearance time will begin on the day we receive the cheque (not the day you post it).

- (c) We cannot accept all cheques denominated in a foreign currency, however those that are accepted by us will take longer than 5 Business Days to appear on your balance and clear before you can withdraw against it. You should ask a member of staff in the branch for clearance times for the currency deposited. Banker's cheques or drafts will be treated as cheques for clearance purposes. Please refer to clause 6 for further information on foreign cheques.
- 5.3. The balance of your Current Account may include cheques and other items which have not yet cleared. You are not permitted to make a withdrawal against such un-cleared deposits.
  - 5.4. If a cheque that you have received and paid into your Current Account is returned unpaid from the issuing bank we will deduct the amount of the cheque from your Current Account and you will be notified. The cheque may be re-presented to the issuing bank or it may be returned to you.
  - 5.5. If a cheque that you have drawn from your Current Account is returned unpaid to the Payee's bank due to insufficient funds in your Current Account you will be notified in a confidential manner. In this case you will be charged a fee as set out in our Schedule of Charges.
  - 5.6. If you send us cheques by a delivery service, by courier or through the post, we will only accept responsibility for payments once they have been received and checked by us. We do not accept responsibility for cash sent to us by a delivery service, a courier or through the post until actually received by us in our branch.
  - 5.7. Any errors made depositing cash or cheque payments in your Current Account will be corrected and adjusted and this will be reflected on your statement. We will notify you of any adjustments made to your Current Account.
  - 5.8. You cannot pay cheques made payable to another person into your Current Account; even if the cheque is marked as transferrable. The only exception to this is a joint Current Account where we will accept a cheque made payable to any of the named Current Account holders. However, a cheque made payable to two payees, cannot be paid into a sole Current Account.
  - 5.9. Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your Current Account may be prevented or may take longer than the time periods set out in Condition 5.2.
  - 5.10. Where we receive funds in Pounds Sterling from another source (including electronic transfers of funds into your Current Account) the funds will be credited to your Current Account and made available to you as soon as we receive them.
  - 5.11. Where we receive funds in a currency other than Pounds Sterling from another source (including transfers of funds into your Current Account) the funds will be converted on the same day into Pounds Sterling at our prevailing spot exchange rate of that day before being credited to your Current Account. This process may take up to 2 Business Days after we receive the funds (except in the case of Euros which will be credited on the next Business Day).
  - 5.12. We will provide you with confirmation of transactions into and out of your Current Account via an advice statement. This will be sent to you by email.

## **6. Foreign cheques**

- 6.1. If you pay a foreign currency cheque into your Current Account and we agree to collect the payment from the foreign bank, your Current Account will, unless we agree otherwise, only be credited once the cheque has cleared and we have received the funds from the foreign bank without recourse. We will convert those funds into Pounds Sterling at our then prevailing spot exchange rate and will credit the converted amount to your Current Account on the same day. The amount credited to your Current Account will be reduced by the amount of any third party banking/clearing charges that we will advise you of once we are notified, as well as any charge which we are entitled to make as set out in our Schedule of Charges.
- 6.2. If a foreign currency cheque is returned unpaid we will have recourse to you (as well as anyone who has signed or endorsed the cheque) and we will be entitled to deduct any amount that we have credited to your Current Account in respect of that cheque reconverted from Pounds Sterling into the currency of the cheque. That means that if the relevant currency exchange rate has changed in the interim we may debit your Current Account with a greater amount than the sum we originally added.
- 6.3. Because some countries operate foreign exchange restrictions and controls it may not always be possible for us to collect a cheque made payable in a foreign currency.
- 6.4. Our current charges are published in our Schedule of Charges and include the fees we charge for crediting foreign currency to your Current Account.

## **7. Payments out of your Current Account**

- 7.1. Subject to there being sufficient cleared funds in your Current Account, you may make a withdrawal of money from your Current Account by any of the methods below:
  - (a) By using your Debit Card at a Self Service Machine or by making purchases in a shop, online or over the telephone.
  - (b) Over the counter at our branch by writing a cheque or using your Debit Card (you may need to arrange this with us depending on the amount you wish to withdraw);
  - (c) By setting up a regular standing order.
  - (d) By way of a Direct Debit Scheme instruction.
  - (e) By us processing your valid payment instructions.
  - (f) By any other way we may agree with you in writing.
- 7.2. Your Authorised Person may make a withdrawal from your Current Account following satisfactory proof of their identity and authority to do so. Such authority should be evidenced in writing and signed by you.
- 7.3. We may, for your protection, restrict the daily amount you can withdraw using your Debit Card. This may be limited in respect of the total amount withdrawn from your Current Account or in respect of any individual withdrawal. When you open your Current Account we will inform you of the daily or individual transaction limit applicable to your Current Account.
- 7.4. For payments transactions within EEA, you must pay our charges (where applicable) and the beneficiary must pay the charges levied by its bank. Details of our charges are detailed in the Schedule of Charges. In addition, when making or requesting a payment, our Payment Terms & Conditions will apply in addition to these Conditions. These are available online or at our branch.
- 7.5. We do not charge our customers for making withdrawals from Self Service Machines in the UK although the operator of the Self Service Machine may levy a charge when you use certain Self Service Machines and they should clearly advise you of this before you decide to proceed. However, if you make a withdrawal from a Self Service Machine while you are outside the UK, you will be charged a fee by the Self Service Machine provider. Withdrawals in foreign currency will be converted into Pounds Sterling at our spot rate of exchange on the date that we are advised of the withdrawal before we debit your Current Account.
- 7.6. You are responsible for ensuring that payment instructions are correct. We will not be liable if your payment is delayed or sent to the wrong account because the details you provided us were incorrect. If a payment instruction does go to the wrong account we will use reasonable efforts to recover the payment for you. We may charge you our reasonable costs for this service. If we are unable to recover the funds, you can request from us all the relevant information in relation to the transaction so that you may claim repayment of the funds directly. We will provide this information upon the receipt of a written request from you unless we are legally prevented from doing so.
- 7.7. In order for a payment instruction from you to be correctly executed by us, you must provide us with a completed payment application form which can be found online or at one of our branches. It is important that you use a current copy of the payment application form otherwise any payments may be declined. Please check our website or contact one of our staff for further details.
- 7.8. In addition, when making or requesting a payment, our Payment Terms & Conditions will apply in addition to these Conditions. These are available online or at our branch.
- 7.9. When completing a payment instruction, you will need, amongst other things (as applicable) the following information:
  - (a) For payments in Pounds Sterling into a Sterling account in the UK: the Payee's sort code and account number and if required their full name and address.
  - (b) For payments to an international account: the Payee bank's BIC number and the Payee's IBAN number and if required their full name and address, the Payee bank's SWIFT address or National Clearing Code.
- 7.10. We may not be able to carry out a payment instruction if the bank or building society to which you are sending the payment is not a member of, or a participant in, the Faster Payments Service or BACS.
- 7.11. For payments in a currency other than Pounds Sterling, we will convert the amount of the payment using our then prevailing spot exchange rate on the same Business Day we action the payment and will debit the converted amount to your Current Account. If a payment in another currency is returned to us, we will convert that payment back into Pounds Sterling using our then-prevailing spot exchange

rate on the same Business Day we action the reversal and will credit the converted amount to your Current Account. This means that the amount added back to your Current Account could be less than the original amount of the payment. We take no responsibility for any gain or loss due to such returned payments. For details of our exchange rates, please contact our branch. If you carry out a Debit Card transaction whilst abroad (i.e. in a currency other than the currency of your Current Account), the foreign currency will be converted into the currency of your Current Account before debiting your Current Account at the exchange rate used by the Debit Card payment scheme provider and not at our prevailing spot exchange rate.

- 7.12. There may be other costs (such as taxes, foreign, intermediary and beneficiary bank charges) imposed by third parties in respect of payments or on your Current Account. We may debit your Current Account for the amount (if any) of any tax, duty or other charge levied on your Current Account by any competent authority in connection with your Current Account and which we may pay to such authority on your behalf.
- 7.13. Depending on the type of payment to be made, different charges will be applicable – these are set out in our Payment Terms & Conditions and in our Schedule of Charges.

## **8. Timescales for making payments**

- 8.1. The time of receipt of payment instructions will be the time we receive your payment instructions rather than the time you send them. The times for processing and making payments will vary depending on the service options selected by you at the time. We will inform you of the relevant cut-off times when you ask us to make a payment.  
Cash withdrawn from your Current Account by using a Debit Card in a Self Service Machine will usually be debited from your Current Account immediately and payments made to a supplier with a Debit Card will usually be debited on the same Business Day. Other payments from your Current Account, such as Standing Orders, Direct Debits or cheques, will be debited on the Business Day that they are due for payment.
- 8.2. Occasionally payments to be made from your Current Account may be subject to a delay for procedural checks or refused for other reasons. If your payment has been refused then we will notify you on the next Business Day following receipt of the payment order. We will advise you of the reason for the refusal unless it is unlawful to do so.
- 8.3. Where you instruct us to make a payment to another account we will credit the institution which holds that other account (subject to satisfactory procedural checks including a possible call back for verification purposes) by the end of the next Business Day following the Business Day on which we receive your payment instructions (within the meaning of Condition 8.1); or
- 8.4. For other payments to accounts held within the EEA, we will credit the institution which holds the Payee's account within four Business Days following receipt of your payment instructions (subject to satisfactory procedural checks including a call back for verification purposes);
- 8.5. For payments outside the EEA, or payments in non-EEA currencies, different payment timescales will apply.
- 8.6. If a payment has been delayed because of our error, we can, at your request, ask the receiving bank to ensure that the payment is credited to the payee's account as if it was made on time.

## **9. Writing cheques and stopping payments**

- 9.1. If we have agreed to provide you with a cheque book, it is your responsibility to ensure that each cheque you issue is completed correctly. You must not alter or amend in any way the printed writing on the cheques. The printed writing is important for a number of reasons and if changes are made we may refuse to honour the cheque.
- 9.2. When you write a cheque, the cheque must be dated, the name of the Payee should be written clearly and the payment amount should be written in words and figures. The cheque will not be deemed valid unless it is signed. You must take all reasonable precautions to prevent someone else altering a cheque or using a forgery. This includes (but is not limited to) using black, non-erasable ink, not leaving gaps between words and figures and never signing a cheque before you use it.
- 9.3. You should not write a future date on a cheque, as it may not prevent the person to whom you give it from paying it into their bank account before that date. If this happens, we will not be liable to you for any loss that you may suffer as a result.
- 9.4. You may only issue cheques for amounts in Pounds Sterling. If you want to make a payment in a foreign currency, we can advise you of how best to do this. You must keep your cheque book secure.

There is important information about the security of your cheque book and information about writing cheques inside the front cover of your cheque book. This information forms part of these Conditions.

- 9.5. Cheques can be presented for payment by the Payee up to 6 months after the date written on the cheque. We do not usually pay amounts from your Current Account if the cheque is presented after this period although we may decide to pay it at our discretion. If we do decide to pay a cheque after this period we will not be liable to you in any way whatsoever.
- 9.6. The cheque book including all cheques remain our property and must be returned to us on demand or if you close your Current Account. We will not usually ask you to return your cheque book or the unused cheques unless something has gone wrong. This may mean, for example, that you have breached these Conditions or if we believe that the cheques are being used for fraudulent purposes either by you or by someone else.
- 9.7. You may request us to “stop” the payment of one of your cheques (a “Stop Payment Request”) by contacting us by telephone or by visiting our branch as soon as you know you want the payment “stopped”. We will be unable to accept / proceed with your Stop Payment Request if the concerned cheque has already been presented for payment.
- 9.8. When you contact us with a Stop Payment Request, you must give us as much information as possible about the cheque you want “stopped”. We will need to know who the Payee is, the cheque number, the amount and the date written on the cheque. A service fee is charged by us for “stopping” a cheque unless your request is because your cheque book has been stolen. Details of any such fee are set out in our Schedule of Charges.
- 9.9. You must inform us immediately, by calling our call centre: toll free within the UK on 0808 2343 702 and on 800 200 within UAE or on +9712 412 9000 globally, if you become aware that your cheque book or any cheques have been lost or stolen, or if you think someone has altered one of your cheques. Once you have informed us, we will cancel your unused cheques and issue you with a new cheque book. If you later find a missing cheque book you must destroy it securely.
- 9.10. If you suspect that a cheque or several cheques have been used fraudulently, you must inform us, by calling our call centre: toll free within the UK on 0808 2343 702 and on 800 200 within UAE or on +9712 412 9000 globally, and the police immediately. You agree that if your cheques have been used fraudulently, we may disclose information relating to such fraudulent use and details regarding your Current Account, to the police.

## **10. Statements**

- 10.1. Statements will be sent to you monthly. We will send them by e-mail unless you ask us to send them by post or wish to collect them from our branch. You have the right to require us to send them by post at any time.
- 10.2. You may request a mini statement at our branch. We will require positive verification of such request by way of evidence of your identity before we give out any Current Account information.
- 10.3. Statements will include the date of each transaction, with debits and credits reflected in Pounds Sterling.
- 10.4. Upon receipt of your statement, you should check it to make sure that all entries are correct. If you think an entry is wrong you should inform us immediately so that we can investigate the entry for you and resolve the matter.
- 10.5. We will ensure that all transactions on your Current Account are properly recorded. If however for any reason, there is a mistake or error in the recording of any transaction (either a credit or a debit transaction), we will rectify the mistake and/ or error by taking such action as may be appropriate which may include recovering sums wrongly paid or credited to the Current Account. In such situations we will not require authorisation from you to debit your Current Account.
- 10.6. If a payment is paid into your account by mistake and you refuse to refund the incorrect payment, we may also provide sufficient details about you and the incorrect payment to the bank that sent the payment for them to pass on to the person who made the payment to enable them to take a legal action to recover their funds.

## **11. Additional services**

The following additional services are available to you. Our staff will be pleased to discuss which additional services you may wish to make use of and the related criteria.

### **11.1 Standing orders and direct debits**

- (a) A standing order is an instruction to us to make regular payments of a certain amount by completing a standing order form (available from our branch) and by giving us details of the person or company to whom you want the payments to be made.
- (b) A direct debit authorises us to debit money from your Current Account when we receive instructions from a specified party or person. A direct debit is set up directly by you with the specified person or party.
- (c) You can cancel a standing order or a direct debit by contacting us. Should you wish to do so, you must notify us in writing at least 5 Business Days before the date on which the standing order or direct debit payment is due. If you are cancelling a direct debit, you should also inform the specified person or party in whose favour the direct debit has been entered into.
- (d) Please note if any of your scheduled payments falls on a day which is not a Business Day then we will process such transactions on the next Business Day.

#### 11.2 Debit Card facility

- (a) When you open your Current Account you can ask for a Debit Card. The Debit Card can be used as a debit card (to pay for goods and services from retailers/merchants) and a cash withdrawal card (i.e. for use in a Self Service Machine) although you may not be eligible for some or all of these features. We will tell you what features you qualify for when a Debit Card is granted.
- (b) When we send you a Debit Card make sure that you read the important information that we provide you along with your Debit Card.
- (c) If your Debit Card is lost or stolen you should inform us immediately by calling our call centre: toll free within the UK on 0808 2343 702 and on 800 200 within UAE or on +9712 412 9000 globally.
- (d) Upon receipt of your Debit Card you must sign it immediately on the reverse with a ballpoint pen. Your Debit Card only becomes operative when you have correctly completed the activation process set out in the instructions delivered with it.
- (e) Our system will automatically generate a PIN for you and this will be sent to you by post separately from your Debit Card. You may change your PIN at a Self Service Machine when you use your Debit Card for the first time where the Self Service Machine offers this service. You will be able to use the same PIN to make transactions with your Debit Card. Use of your PIN will constitute your consent to a transaction made using your Debit Card. We will not reveal your PIN to anyone but you.
- (f) Your Debit Card belongs to us at all times and must be sent back if we ask for it. It is only valid from the "valid from" date shown on the Debit Card until the "expiry date" (which is also shown on the Debit Card) or after we have asked you to return it to us or told you that it is suspended. Prior to the expiry date, we may send you a replacement Debit Card which you should sign immediately. The old Debit Card should be destroyed by cutting it twice through the magnetic stripe and once through the chip.
- (g) We will usually process Debit Card transactions on the same Business Day. Once a payment made by a Debit Card has been authorised you can no longer cancel it. If a supplier gives you a refund, we will credit your Current Account after the refund is received from the supplier.
- (h) Where you have agreed to a card payment being authorized and don't know the final amount of the transaction (e.g. checking into a hotel), we will only set aside the amount you've agreed to be authorised.
- (i) You may not use your Debit Card to become overdrawn on your Current Account and must ensure that you have adequate funds in your Current Account to meet any payment you make using your Debit Card.
- (j) You must not use your Debit Card to carry out a transaction that is prohibited by Shari'a (such as buying alcohol or pork) as determined by our Fatwa and Shari'a Supervisory Board.

#### 11.3 Looking after your Debit Card

- (a) You must take all reasonable precautions to keep your Debit Card and security information safe and to prevent fraudulent use. You must read through this section carefully and ensure that you follow the procedures set out.
- (b) You must only tell or show someone the numbers printed on your Debit Card if you are carrying out a transaction.
- (c) You must take all reasonable steps to keep your PIN secret at all times and you must:
  - (i) take every care to stop anyone else using it;
  - (ii) immediately destroy the piece of paper we send you to tell you what your PIN is;
  - (iii) never write down your PIN on your Debit Card, anything usually kept with it or in any way

- which could be understood by someone else;
- (iv) use chip and PIN transactions at all possible times; and
- (v) register your Debit Card onto the VISA Secure code service and when making payments online to merchants, use your confidential secure code and never reveal it to any third party.
- (d) We may replace your Debit Card (including re numbering) at any time.
- (e) Where a retailer or supplier of services asks us for authorisation before accepting payment by the Debit Card, we may decide not to give authorisation if:
  - (i) the Debit Card has been reported lost or stolen;
  - (ii) we have reason to suspect it has been lost or stolen;
  - (iii) you or other Debit Card holders to the Current Account have broken these Conditions;
  - (iv) taking account of all other transactions we have authorised, including those not yet charged to the Current Account, there are insufficient funds available in the Current Account; or
  - (v) for any other security reason we may not be at liberty to disclose.
- (f) If you lose your Debit Card, it is stolen or you think that someone else has, or might use it, or if you think that someone else knows your security details (including your PIN), you must tell us without delay by telephoning our call centre: toll free within the UK on 0808 2343 702 and on 800 200 200 within UAE or on +9712 412 9000 globally. Once notified, we will block the Debit Card to prevent fraudulent use. If asked, you must confirm in writing the loss or theft of your Debit Card or security details relating to your Debit Card.
- (g) If you do not recognise a Debit Card transaction which appears on your statement, we will give you more details.
- (h) On each Business Day, any available funds on your Current Account will be used to pay any transaction notified to us since the previous Business Day before they are used to pay any other debit to your Current Account.
- (i) We may suspend, withdraw or restrict the use of your Debit Card at any time if you breach any of these Conditions, if we have reason to believe that you are using your Debit Card for an illegal purpose or if we suspect the Debit Card is otherwise being misused. We will inform you before we take this action, or as soon as possible afterwards unless it is unlawful for us to do so.
- (j) We will ask you to co-operate with us and the police in relation to any investigation into the actual or suspected misuse of your Debit Card, security details or Current Account. You must report any unauthorised transactions to the police within 3 Business Days of our request.

## **12. Liability**

- 12.1. If your Debit Card has been used before you receive it, you will not be responsible for any losses incurred as a result of an unauthorised payment from your Current Account. You must cooperate with our enquiries and provide us with all reasonable information we ask for.
- 12.2. Your liability for losses arising before notification, under Condition 11.3, will be limited to £35 in respect of unauthorised payment transactions arising from either the use of your lost or stolen card or from the misuse of your card by someone else if you failed to keep your security details safe.
- 12.3. Subject to Condition 12.2, unless you have acted fraudulently, you will not be responsible for any losses incurred as a result of an unauthorised payment from your Current Account:
  - (a) once you have reported to us that your Debit Card is lost, or stolen or that you think that someone else knows your PIN, in accordance with Condition 11.3 and it is used by someone else.
  - (b) where we have not, at any time, provided you with the appropriate means to make a notification under Condition 11.3(f).
- 12.4. When your Debit Card or security details have been used by someone else without your permission to buy goods over the telephone or online (or any other payments whereby the user of the Debit Card does not have to be physically present); you will be liable for all losses incurred in respect of unauthorised payments where you have acted fraudulently.
- 12.5. You will be liable for all losses incurred in respect of unauthorised transactions where you have acted fraudulently or without reasonable care (which means you intentionally or with gross negligence) fail to take reasonable steps to ensure care of your card or your security details as required
- 12.6. We will not be liable to you for any loss you suffer where the performance of our obligations is impaired by any industrial action, riot, war, terrorist activity, natural disaster, failure of equipment or any other event which is beyond our control.
- 12.7. We will not be liable to you for any loss suffered in respect of payments you have not authorised or which have been incorrectly paid, unless you notify us, in accordance with Conditions 10.4 and 11.3,

without undue delay on becoming aware of such unauthorised use or incorrect payment. Such notification must be made no later than 13 months after the date that your Current Account is debited. Where you do not supply the correct payment details as described in Condition 7.5, we will not be liable if your payment is delayed or sent to the wrong person because the details you provided us were incorrect. Where you supply information in addition to the payment details that we request, we will only be responsible for making payment in accordance with the details that we have requested.

- 12.8. Nothing in these Conditions limits our responsibility to you where you have suffered loss as a result of our failure to comply with our duties under the Financial Services and Markets Act 2000 (as amended by the Financial Services Act 2012) or the rules of the Financial Conduct Authority and the Prudential Regulation Authority.

### **13. Refunds**

- 13.1. Where we make a payment from your Current Account that you have not authorised in accordance with Condition 7, and where you have notified us in accordance with Condition 12.6, we will refund the amount of the unauthorised payment and, where applicable, restore your Current Account to the position it would have been in had the unauthorised payment not taken place. We will have no further liability to you in relation to any unauthorised payment. You will be responsible for the payment and your Current Account will not be refunded where Condition 12.4 applies.
- 13.2. Subject to investigation of the provided evidence we will refund to you the full amount of any disputed payment from your Current Account carried out by or through a Payee (for example, a debit card payment at point of sale) if the following conditions are satisfied:
- (a) Your authorisation to debit your Current Account did not specify the exact amount of the payment;
  - (b) The amount of the payment exceeded what you could have reasonably expected (except where the increase results from exchange rate fluctuations); and
- 13.3. For the purposes of Condition 13.2:
- (a) You must provide us with such information as is reasonably necessary to check whether Condition 13.2 has been satisfied; and
  - (b) We will refund the full amount of the payment or give a reason for refusing the refund within 10 Business Days of receiving your request for a refund, or, where applicable, within 10 Business Days of receiving any further information required under Condition 13.3(a) above.
- 13.4. For Direct Debits in Pound Sterling, Conditions 13.2 and 13.3 do not apply and your refund rights under the UK Direct Debit Scheme will apply.
- 13.5. You will not be entitled to a refund under Condition 13.2 where you have given your consent to the payment directly to us and either:
- (a) We (or, where applicable, the Payee) have provided you with information about the payment at least 4 weeks before the due date of the payment; or
  - (b) Information about the payment was available at our branch at least 4 weeks before the due date of the payment.
- 13.6. We are liable to you for making payments from your Current Account incorrectly unless we can prove that the institution which holds the Payee's account received the payment in accordance with the timescales set out in Condition 8. If we are liable, we will without undue delay, refund the amount of the defective payment and, where applicable, restore your Current Account to the position it would have been in had the error not taken place.
- 13.7. If we are liable for the defective execution or non-execution of an authorised payment, we will also be liable to you for any resulting charges incurred by you. We will not be liable for such resulting charges if the failure giving rise to liability was due to abnormal and unforeseen circumstances beyond our control. We will not be liable for any consequential losses suffered by you either directly or indirectly as a result of a defective execution or non-execution of an authorised payment.

### **14. Closing the Current Account**

- 14.1. You may close the Current Account at any time by giving at least 5 Business Days' notice. If you wish to close your Current Account, you can do so by visiting or writing to us at ADIB (UK) Limited, One Hyde Park, 100 Knightsbridge, London SW1X 7LJ. Your Current Account will be closed within 5 Business Days of us receiving your notice to close the Current Account.
- 14.2. We may close your Current Account at any time by giving you at least two months' notice in writing.

We will not be obliged to explain why we are closing the Current Account, although we may decide to give this information to you as part of our best practice procedures.

14.3. Without limiting our power under Condition 14.2 above and in addition to Condition 15.4, below, we may close your Current Account by giving you two months' notice if you:

- (a) Open a Current Account and do not pay in the Minimum Balance during the first three calendar months.
- (b) After the first three months of opening the Current Account; if your Current Account balance is below the Minimum Balance.

If you wish your Current Account to remain open you must deposit the required funds, to meet the Minimum Balance, to your Current Account during this notice period otherwise your Current Account will be closed at the expiry of the two month notice period.

14.4. There are certain circumstances when we may close your Current Account immediately without giving you the notice described in Condition 14.2 if:

- (a) We are required to close your Current Account by law.
- (b) We believe that your Current Account is being used for illegal, fraudulent or non-Shari'a compliant purposes as determined by our Fatwa and Shari'a Supervisory Board.
- (c) We reasonably suspect that you have given us false information.
- (d) You behave in a threatening or violent manner towards our staff.
- (e) You were not entitled to open your Current Account.
- (f) We believe the Current Account is being used in breach of these Conditions.

14.5. If your Current Account is closed you must destroy any Debit Card that we have issued to you and any unused cheques. We will require you to repay any money that is owed to us, including the amount of any cheques you have issued or any Debit Card transactions that you have made and which we have paid, as well as any outstanding fees or charges associated with your Current Account and payable by you in accordance with any Condition save to the extent that we are able to apply funds in the Current Account in settlement of such amounts.

14.6. Upon closure of your Current Account we will return the balance (if any) on the Current Account to you unless we are prohibited from doing so by law.

## **15. Notices and change of address**

15.1. We will send all written notices, letters and statements to the address last known to us. Written notices will be deemed to have been received 14 Business Days after they have been sent by us.

15.2. As communicating with you is so important, you must advise us immediately in writing if your address changes. If you fail to advise us of a change of address and we incur costs as a result, you may be required to reimburse us for those costs.

15.3. We may suspend your Current Account from all operational activity if we become aware of returned mail/gone away postal notifications from your primary correspondence address until such time that we can re-establish, to our satisfaction, communication with you/all Current Account holders, and ascertain the reason for such returned correspondence. We are not obliged to render the Current Account operationally inactive in such situations but may do so if deemed necessary.

15.4. If you do not use your Current Account or contact us within five hundred (500) days from opening your Current Account, we may change the Current Account to dormant without notice, to protect both you and us. If you ask us, we will tell you how you can reactivate your dormant account. If you have money in a dormant account, it will remain your property (or if you die it will form part of your estate).

15.5. Notices given by either you or us under these Conditions will only be valid if given in writing.

## **16. Privacy and data protection**

16.1. We will treat all your Personal Information as private and confidential (even when you are no longer a customer) and process it only for the following purposes:

- (a) Operate and administer your Current Account and deal with any queries you may have.
- (b) Deal with any of your transactions.
- (c) Satisfy any of our compliance and legal obligations.
- (d) Collect any debts from you.
- (e) Perform credit checks and obtain or provide credit references.
- (f) Develop and improve our financial products and services.
- (g) Ensure the security of your Current Account and our business and preventing or detecting

fraudulent / criminal activities.

- (h) Verify your identity.
- (i) Enable our suppliers and service providers to carry out certain functions on our behalf, including verification, technical and logistical functions.
- (j) Send you marketing communications (where you have consented to this).

The legal basis for us processing your Personal Information for the purposes described above will typically be because you have provided your consent or because the processing is necessary to (i) fulfill our obligations under these Terms and Conditions; (ii) for our legitimate business interests; or (iii) for compliance with a legal obligation to which we are subject.

- 16.2. We will not disclose your name, address or any details of your relationship with us or any other Personal Information to anyone including other companies in our own group, other than in the following cases:
- (k) Where we are required by law to disclose such information.
  - (l) Where there is a duty to the public to reveal the information.
  - (m) Where our interests require us to disclose your name, address or details of your relationship with us (for example to prevent fraud) but we will not use this as a reason for disclosing any other Personal Information or information about your Current Account to anyone else.
  - (n) Where you or the individual concerned ask us to disclose the information, or you have given your consent.
  - (o) Where we need to pass your Personal Information to other companies in our group to ensure the efficient management of your Current Account with us. When we do this, your Personal Information will not be used by them for the purposes of marketing without your express consent or, where relevant, the express consent of the person concerned. You agree that disclosures permitted pursuant to this Condition may be to any of our group companies located anywhere in the world.
  - (p) Where we need to outsource work to third parties, such third parties may be located in any jurisdiction in the world. When we need to make such disclosures, we will require the third party to observe the same levels of confidentiality and security that we do. When we need to disclose your Personal Information to such a third party we will require them to meet the same levels of privacy and confidentiality as we demand from our own operations, and at all times to abide by the appropriate legal requirements.
  - (q) Where we transfer our rights or obligations under these Terms and Conditions.
- 16.3. When we consider your application to open an account, and from time to time during your relationship with us, we may need to undertake a credit search on you using a credit reference agency. These searches may include information taken from the Electoral Register. The agency that we approach will keep details of the type of search we request, even if your application with us does not proceed.
- 16.4. Other organisations may subsequently use the records and information held by the credit reference agency that we approach to carry out a credit search, including the details of a credit decision made about you or other persons associated with your application.
- 16.5. In addition to using outside agencies to carry out credit and identity checks we will need to carry out our own credit checks to assess your application or to check details relevant to your existing Current Account with us. When we do this, we may also use our own credit scoring methods and carry out our own identity checks, including searching the Electoral Register.
- 16.6. These searches are essential in order to obtain sufficient credit information to ensure we verify your identity and make an accurate assessment of which of our products and services are most suited to your needs. This in turn enables us to open your Current Account more efficiently and helps to reduce the risk of fraud or other criminal activity taking place.
- 16.7. To help us form an accurate view of your existing financial commitments, searches made by us, or a credit reference agency, may “link” to the records of others that have entered into joint financial obligations with you (such as business partners and, if relevant, husbands, wives or other family members). Existing information held by credit reference agencies about you may be “linked” to other persons in this way. If so, you may be treated as financially “linked” for the purposes of any application you make to us, which means that you may be assessed in relation to joint obligations as well as those for which you are solely responsible.
- 16.8. If you apply for a Joint Current Account, you are declaring that you are entitled to disclose information

about the other person or persons and authorise us to search, “link” or record information. Where we carry out a search through a credit reference agency a “link” will be created by the agency between you and the other person or persons. By completing the application you and the other person(s) understand that each other’s information will be taken into account in future applications made by any of you.

- 16.9. We may provide details of the products and services that you have and the way that you manage your Current Account, to a credit reference agency. If you fail to comply with these Conditions, we may inform the credit reference agency and this may affect your ability to obtain financial services elsewhere.
- 16.10 Any of the information that we gather from a credit reference agency or our own investigation may be used by us for the management of your Current Account, identification purposes, debt tracing and the prevention of money laundering.
- 16.11 We will check your details with fraud prevention agencies and if false or inaccurate information is provided and fraud identified, details will be passed to law enforcement agencies who may access and use this information. We and other organisations also access and use this information to prevent fraud and money laundering for example when:
- (a) Checking details on applications for credit and other facilities.
  - (b) Managing credit and credit related accounts or facilities.
  - (c) Recovering debt.
  - (d) Checking details on proposals and claims for all types of insurance.
  - (e) Checking details of job applicants and employees.

Please contact us at our branch if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use information from other countries.

- 16.12. Within the timeframes required by applicable law, following your written request, we will inform you about the type of personal information we hold about you, the purposes for which we hold it and the possible recipients or types of recipients and provide you with a copy of your Personal Information. Upon written request and within the timeframes required by applicable law, we will also correct, delete and/or block Personal Information from further processing if that information proves to be factually inaccurate, incomplete, or irrelevant to the purpose(s) of the processing. You have a right to access records held by a credit reference or fraud prevention agency. If you ask, we will tell you how to get a copy of the information that credit reference agencies have about you, or their leaflets that explain how credit referencing works. You should contact them directly and there may be a small charge for this. We are happy to provide contact details for such agencies on request.
- 16.13. Sometimes we may be approached by another person requesting that we provide a financial reference about you. If this happens we will contact you and ask you to provide your written permission to do this.
- 16.14. Your Personal Information will be retained for as long as is reasonably necessary for the purposes listed in Condition 16.1 above or as required by applicable law. Please contact our Privacy Officer at [UKDataProtection@adib.com](mailto:UKDataProtection@adib.com) for further details of applicable retention periods.
- 16.15. We may transfer your Personal Information to third parties in countries outside the country in which your Personal Information was originally collected for further processing in accordance with the purposes set out in Condition 16.1 above. In particular, your Personal Information may be transferred to our outsourced service providers located abroad. In these circumstances we will, as required by applicable law, ensure that your privacy rights are adequately protected by appropriate technical, organisational, contractual or other lawful means. Please refer to our Privacy Notice, available on our website and at our branch, for details of how we deal with and protect your Personal Information.

## **17. Communications: General authority to the Bank to accept facsimile, e-mail or any other electronic communication**

- 17.1 Subject to the other paragraphs of this Condition 17, we may accept your instructions or your Authorised Person’s instructions even if such instructions are not given in conventional written paper form such as by letter or on cheques. This would cover any form of electronic or telephonic communication, such as faxes or emails, including those not currently available. It applies to all present and any future business on your Current Account.
- 17.2 Where we agree to accept instructions in electronic format, we will not be able to act on the instructions unless they are legible and clear and we have satisfactorily carried out our verification

- procedures, including call backs.
- 17.3 If we have reason to believe that you or the Authorised Person may not have properly authorised an electronic communication we may, after making reasonable efforts to check whether it was authorised, refuse to act on the instruction and take steps to reverse any action already taken on it.
  - 17.4 You must follow any security procedures we specify. We may also require you or the Authorised Person to sign a separate agreement before you or the Authorised Person can use electronic communication to send us instructions and access certain services and accounts. If there is any conflict, the specific terms of that subsequent agreement will override these terms.
  - 17.5 We may require you to submit the original of any electronically communicated instructions in conventional written form by the next Business Day. We need not wait for confirmation before acting on the instruction.
  - 17.6 We can communicate with you or the Authorised Person by any form of electronic communication by which you have chosen to give us instructions.
  - 17.7 You agree that the provisions of this Condition 17 shall remain in full force and effect until such time as we receive from you or any Authorised Person a notice that you wish to terminate the Current Account and have had a reasonable time to act upon such notice. Such termination shall not release you from the instructions given by you or an Authorised Person and acted upon by us in accordance with such instructions given prior to such termination.
  - 17.8 You confirm that you understand and accept all the risks (including but not limited to forgery and transmission failure) involved in using email and facsimile as transmission mediums.

## **18. Miscellaneous**

- 18.1 You authorise us to set off any credit balance to which you are entitled on any Current Account with us in satisfaction of any sum due and payable by you to us. We may do this even if the amount you owe us relates to another account which you hold with us or another product or service which we have supplied to you (even if the amount that you owe us is in a different currency). For this purpose, you authorise us to purchase, with the monies standing to the credit of any such account, such other currencies using the then prevailing spot exchange rate on the same transaction date as may be necessary to effect such set-off. Where your Current Account is held in joint names, we may still set off any balance on your Current Account even if the amount is not owed to us by all of you and is only owed by one or more joint Current Account holders.
- 18.2. You hereby authorise us to rely on and act upon all instructions issued or purported to be issued by you by use of your security details and to accept the same as correct, accurate and duly authorised by you. For the avoidance of doubt, the Bank's responsibility with respect to such instructions is limited to the responsibilities as set out in Conditions 12, 13.6 and 13.7.
- 18.3. We may from time to time change the products or services that we offer our customers and we may also introduce new products and services for the benefit of our customers. We will keep you informed of any such developments via our website.
- 18.4. From time to time, we may decide not to exercise some of our rights provided by these Conditions, or we may give you additional time to comply with them. If we do so, we will still be able to require you to comply strictly with these Conditions on a later occasion.
- 18.5. Your statutory rights are not affected by anything described in these Conditions.
- 18.6. If you want to make a complaint you should contact us and we will give you a copy of our complaints procedure. You can contact us by visiting our branch, by writing to us or by calling us on 020 7590 2200, on Business Days between 9am and 5pm.
- 18.7. If you are unhappy with how your complaint has been handled, you can contact the Financial Ombudsman Service ("FOS"). The FOS is available to settle certain complaints you make if they cannot be settled through our internal complaints procedures. You can contact the FOS by writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR or by calling them on +44 (0) 20 7964 1000 (from outside the UK) or 0800 023 4 567 (from the UK). They may also be contacted via email at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Further information can be found at the Financial Ombudsman Service's website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- 18.8. We may transfer all or any of our rights in relation to your Current Account. We may also transfer any of our obligations but only to someone we consider to be reasonably capable of performing them to the same standard as us. All references to us in these Conditions, and any other relevant Conditions, would then be read as references to the person to whom any relevant right or obligations were transferred. You may not transfer any of your rights or obligations in relation to your Current Account.
- 18.9. ADIB UK Limited is a UK bank authorised by the Prudential Regulation Authority and regulated by the

Financial Conduct Authority and the Prudential Regulation Authority with firm reference number 562094.

- 18.10. You are responsible for your tax obligations (and connected persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise and relating to the opening and use of accounts and services provided by us. Some countries tax laws may apply to you even if you do not live there or are not a citizen of that country. We do not provide tax advice, nor are we responsible for your tax obligations in any country, including in connection with any accounts or services provided by us. You should seek independent legal and tax advice.
- 18.11. If you do not give us tax information about you or a connected person when we request it, we may make our own decision about your tax status. This may result in us reporting information about you and your Current Account to tax authorities, withholding amounts from products or services that you have with us, and paying those to the appropriate tax authority in order for us to comply with relevant laws.
- 18.12. If you are connected with a country (for example because you are domiciled or resident there or have income or assets in that country) you may be obliged by law to report your worldwide income to a tax authority in that country. You should seek independent legal and tax advice if you are in any doubt about your reporting obligations. We may also share your information with tax authorities in the UK and overseas for these and similar purposes.

## **19. Third Party Rights**

- 19.1 Nothing in these Conditions confers or is intended to confer a benefit enforceable by a person who is not a party to it and such a person shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **20. Sanctions**

- 20.1 We and/or any member of the ADIB Group may be subject to sanctions and/or embargos imposed by the international community including the UK, EU, UN and the USA. We may not accept instructions and may refuse to make any payment or take any action pursuant to an instruction if it would result, or in our reasonable opinion is likely to result, in a breach by us or any member of the ADIB Group or any of our respective employees of any sanction or embargo whether or not imposed in the UK and we will not be liable for any loss, damage, cost or expense that results. We shall be permitted to disclose to the relevant authorities such information in relation to any instruction and/or payment as may be required.

## **21. Financial Services Compensation Scheme**

- 21.1 Your eligible deposits with ADIB (UK) Limited are protected up to a total £85,000 per person by the Financial Services Compensation Scheme ('FSCS') - the UK's deposit guarantee scheme. This limit is applied to the total of any deposits you have with ADIB (UK) Limited and not to each separate account.
- 21.2 Any deposits you hold above the current FSCS compensation limit are not covered. For further information about the compensation provided by the FSCS (including the amounts covered and eligibility of firms and claims) please ask a member of staff in our branch, or refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk), or call the FSCS on 0800 678 1100. Please note only compensation related queries should be directed to the FSCS.

## **22. Governing law**

- 22.1 English law applies to these Conditions and the formation of our agreement with you. The courts of England will have exclusive power to settle any disputes arising between you and us that are not resolved by any other means.
- 22.2 We both recognise and agree that the payment and/or receipt of interest is against Sharia principles. We both agree with each other that neither of us will, in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.

