



Habib Bank Zurich plc



# General Banking Terms and Conditions for Sirat Business Accounts

Effective 28 February 2022

Please read these terms and keep them in a safe place.  
You can ask for a further copy of the terms at any time.



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# General Banking Terms and Conditions

## 1 INTRODUCTION

- 1.1 These terms and conditions (the "Terms") form part of the agreement between you and us, Habib Bank Zurich plc.
- 1.2 These Terms govern your relationship with us and create a contractual relationship, which affects your legal position. They contain important information regarding the services that we will provide to you. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained within these Terms. Additional copies are available on request. These Terms are also available on our Website [www.habibbank.com](http://www.habibbank.com)
- 1.3 Your agreement with us consists of these Terms and any additional conditions that apply to any product/service we offer you including (1) any special terms and conditions that apply to your product/service and the expected profit rates associated therewith (if any); (2) all charges and other information that apply to your product/service as specified in the Tariff Book; (3) the application form or forms that you have signed; and (4) any other terms that we provide to you from time to time.
- 1.4 You will have been issued with a copy of the Tariff Book with these Terms. Please let us know if you have not received a copy. You can also find details of our expected profit rates and charges on our Website and at any of our Branches in the UK.
- 1.5 In the event of a conflict between these Terms and the terms contained in the Schedules, then, apart from clause 26.4 in the Terms, the terms of the Schedules will prevail.

## 2 DEFINITIONS

### 2.1 In these Terms:

**"AAOIFI"** Accounting and Auditing Organisation for Islamic Financial Institutions;

**"Account"** means the Shariah Compliant Account you maintain with us;

**"Branch(es)"** means our branches in the United Kingdom and **"your Branch"** means the Branch where your Account is held;

**"Business Day"** means Monday to Friday, except if such day falls on a day which is a public holiday in England in the case of our Branches in England;

**"Exchange Rate"** means our foreign exchange rate for any applicable currencies;

**"HBZ Internet Banking"** means the internet/online e-banking service provided by us;

**"Islamic Banking"** means banking products and services that are Shariah Compliant

**"our Website"** means website which can be accessed by clicking on the link for the UK on the following website [www.habibbank.com](http://www.habibbank.com)

**"Qard Hassan"** means an interest-free benevolent loan in accordance with the Shariah principles;

**"Recipient"** means the person receiving the money being paid (this may be another person or it may be you if you are sending a payment to another account that you have or if you are withdrawing cash);

**"Shariah Advisor"** an Independent Scholar specialised in Islamic jurisprudence providing guidance, rulings and, where applicable, Fatwas in respect of our accounts, products and services;

**"Shariah Compliant"** means conformance to shariah principles in line with guidance, rulings and, where applicable, Fatwas by our Shariah Advisor;

**"Tariff Book"** means our Tariff Book for Sirat Business Accounts, which is a separate document setting out our charges from time to time. The current Tariff Book is displayed in our Branches and on our Website and is available on request;

**"you"** and **"your"** means the Account holder(s) set out in the separate Account operating instructions you provide to us from time to time covering your Accounts (or any of them) with us, and includes, in particular the business customers defined below:

— **"Sole trader"** means a person operating a business in his or her own name, or under a trade name.

— **"Partnership"** means two or more people operating an unincorporated business together with a view to making a profit from their activities.

— **"Corporate Customers"** means a limited or unlimited company incorporated in the UK or abroad, limited liability partnership and other corporate bodies (including incorporated charities).

— **"Club, society, association, personal representative, trustee, charity or other group"** means a person, group or body providing a service or benefit for the benefit of its members or others as applicable.

**"we", "us" and "our"** means Habib Bank Zurich plc (trading as Habib Bank AG Zurich) and whose registered address is Habib House, 42 Moorgate, London EC2R 6JJ.

The following ways of making payments are referred to in these Terms and are briefly defined below:

— **Standing Order** - a standing order is an instruction a bank account holder gives to his or her bank to pay a set amount at regular intervals to another's account.

— **Direct Debit** - an arrangement made with a bank that allows a third party to transfer money from a person's/organisation's/company's account on agreed dates, typically in order to pay bills.

## 3 INFORMATION ABOUT US

- 3.1 Habib Bank Zurich plc is incorporated in England and Wales trading as Habib Bank AG Zurich. We offer Shariah Compliant banking products and services under the brand name "Sirat". We operate in the UK through our network of Branches. Our registered address is at Habib House, 42 Moorgate, London EC2R 6JJ. Our Company register number is 08864609. You can contact us using the details given in clause 6.

3.2 We are authorised by the Prudential Regulation Authority (“PRA”) and regulated by the Financial Conduct Authority (“FCA”) and the PRA. We are covered by the Financial Services Compensation Scheme (FSCS), the UK’s statutory deposit guarantee scheme. The FSCS pays compensation to eligible depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme. You can find further information on refer to clause 33. We are registered in the Financial Services Register with the registration number 627671. You can contact the FCA at 12 Endeavour Square, London E20 1JN, England or by telephone on 0800 111 6768 (from UK) or +44 20 7066 1000 (from abroad). You can view the FCA’s register at <http://www.fca.org.uk/register>

## 4 SHARIAH COMPLIANCE

4.1 All our offered Shariah Compliant products, accounts and services are structured, managed and operated in compliance with the Shariah Standards of AAOIFI (where applicable) and the guidance provided by our Shariah Advisor.

4.2. You and us, both hereby confirm and agree to:

4.2.1 submit exclusively to the Shariah Advisor’s interpretation of the applicable Shariah rules in relation to our Shariah Compliant products and services;

4.2.2 raise no objections, as to matters of Shariah compliance in respect of, or otherwise in relation to our Shariah Compliant products and services; and

4.2.3 allow the opinion of the Shariah Advisor to be implemented by the courts of England and Wales (if required), however note that nothing in these Terms shall exclude or restrict any duty or liability which we may have to you under the FCA’s rules.

4.3 All monies held in our Shariah Compliant accounts will be used in conformity with the rules of Shariah as determined by our Shariah Advisor. This means that we will not use your funds for interest-based/prohibited transactions. We will deploy the deposited funds only in Shariah Compliant activities and, depending on your Account type, we may pay profit on your funds (as applicable).

4.4 We both recognise and agree that the payment/receipt of interest is prohibited in Shariah and accordingly, to the extent that any court in the UK would impose any obligation to pay/ receive interest, we both irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

## 5 SERVICES

5.1 Our Branches are open on each Business Day between such times as are displayed at each Branch. Timings may vary at some Branches. Please refer to your Branch for details of their current opening hours.

## 6 CONTACTING EACH OTHER

6.1 We may contact you by post, telephone, fax or email by using the latest mailing address and telephone number(s) or email address that you have provided us. It is your responsibility to ensure that we have your correct contact details.

We will normally contact:

- Sole Trader – the principal;
- Partnership / corporate / club, society, association, personal representative, trustee, charity, other group - one of the authorised signatories for the account or an individual specifically designated by you as our point of contact with you (the “Lead Contact”) unless there is a specific legal requirement to contact all of you. If you do not tell us which of you to contact, we will contact the first person listed in our records, who will then be considered by us as the Lead Contact for the purpose of these Terms. The Lead Contact is responsible for circulating the information within the organisation, as required.

6.2 You can contact us by contacting your Branch (whose contact details are available on our Website) or our registered office in the UK whose details are:

Habib Bank Zurich plc  
Habib House  
42 Moorgate  
London EC2R 6JJ

Telephone: +44 (0) 20 7452 0200  
Fax: +44 (0) 20 7638 8318  
E-mail: [contactuk@habibbank.com](mailto:contactuk@habibbank.com)  
Website: [www.habibbank.com](http://www.habibbank.com)

6.3 If you email us, or provide us with any email address(es), we will keep a record of this and you agree to communications being sent to you at that email address(es). We will not give your email address(es) to any unauthorised third parties. However, if you send us an email, please remember that it will be insecure and could be intercepted. If you do send us an email, please keep the amount of confidential information you include to a minimum. We will do likewise when we reply.

6.4 We may monitor or record telephone calls, emails, text messages or other communications in accordance with applicable laws. Such recording or monitoring may take place so that we can check your instructions and monitor our quality of service, for business purposes such as quality control and training and prevention of unauthorised use of our telecommunications systems our Website, ensuring effective systems operation, prevention and detection of crime, and protection of your personal data.

6.5 You must keep us informed if there are any changes to your situation, contact or business/corporate details (e.g. if you change your name or registered and/or principal place of business address, change in corporate structure, change of directors, legal charge on business assets) or any other important changes/events that are relevant to us (e.g. you form or acquire a new subsidiary, any material dispute or litigation, insolvency etc).

6.6 All written communications between us will be in English.

## 7 OUR SHARIAH COMPLIANT PRODUCTS

### 7.1 Sirat Current Account

7.1.1 Our Shariah Compliant current account is based on the Islamic financial structure of Qard Hassan.

7.1.2 We will be responsible for the safe keeping of the funds placed in the current account and we shall return them to you upon your demand (such as when you withdraw cash or transfer funds).

7.1.3 We may deploy the funds you place in the current account in Shariah Compliant activities for our own benefit but at our own risk, however, we will not pay any extra amount over the sums you deposited in your current account (i.e. we do not offer any return on the current account and this position will remain for the duration of the time that you hold a current account with us).

7.1.4 We do not offer overdraft facility on the current account.

7.1.5 If we, at our own discretion, allow your Account to be overdrawn (for example, if we pay a cheque or other item you issue or make any payment on previous instructions from you and, as a result, your Account goes overdrawn), this does not mean that we have agreed an overdraft, nor that we will allow the Account to be overdrawn again in the future. We will not charge you any interest nor impose any charges if the Account is overdrawn, however, when we notify you that your Account is overdrawn you must immediately, and no later than 24 hours from receiving our notice that the Account is overdrawn, pay sufficient funds into the Account to cover the overdrawn amount. In case you do not make the required payment within the specified time, we reserve the right to charge you a late payment fee (as specified in the Tariff Book ("Late Payment Fee")) for each day of delay until the full payment of the overdrawn amount. Such Late Payment Fee will be donated to charitable causes as per the guidance received from our Shariah Advisor.

## 7.2 Sirat Term Deposit

7.2.1 Term deposits are for a fixed period and therefore you should not place your funds in such an account if you may need to have access to them before the term ends. Please refer to the 'Sirat Term Deposit Special Conditions' document for further information on this account.

## 7.3 Sirat Finance Facilities

7.3.1 We offer a wide range of Shariah Compliant financing products for purchasing buy-to-let properties (please note that these financing products are not regulated by the FCA or the PRA). Please contact your Branch for further information on how we can help you.

7.3.2 If any financing is applied for but not availed by you, you shall be liable for any payment, costs and/or invoices from external advisors (e.g. solicitors, valuers) that we may incur. We will notify you prior to each stage of the finance application process of any such payments, costs and/or invoices that will become payable by you if you cancel the application during that stage.

7.3.3 In some cases, we may need security for the financing. Just because we agree to finance you does not mean that we are advising you that your business or proposition will succeed. Ultimately, the decision as to whether to proceed is yours. We are under no obligation to authorise any financing you may wish to have. We recommend that you obtain independent advice from an accountant, solicitor, valuer and/or other professional advisor in relation to any intended financing or security.

## 7.4 Other Products

7.4.1 We are always expanding our product offering to service you better. For further information on our products, please contact your relationship team, visit your Branch or our Website.

## 8 OPENING AN ACCOUNT – DOCUMENTATION REQUIRED

8.1 To open an Account, the sole trader, partners, directors of the company, office bearers of the club, society or other entity, must be at least 18 years old and complete such documentation as we may require.

8.2 When you apply to open an Account with us, we will ask you for certain information (including, without limitation, proof of identity (which will include proof of identity of the business, sole trader, partners, directors, trustees or office bearers, as applicable), proof of address and financial standing) to help protect you, us and third parties against fraudulent use of the banking system and financial crime. You must promptly tell us of any variation to any of these documents or the facts contained in them after you have provided them to us. For further details, please see the appropriate application form or ask at any Branch.

8.3 We may check the validity of any identification document you provide to prove your identity with the issuing authority of that document. We reserve the right to decline your application to open an Account with us.

8.4 We may also require certain other documents and we shall inform you of our requirements when you apply to open an account. For your information, our requirements for the following entities will include (without limitation):

— **Company** - copy of its certificate of incorporation, its constitutional documents, board resolution authorising the company to open an account;

— **Club, society or association** - a copy of its constitutional documents, rules and any relevant registrations and certificates; and

— **Partnership or limited liability partnership** - a copy of your partnership agreement and, if appropriate, certificate of incorporation.

8.5 So that we can pay cheques and other items from your Account, we will ask you and any other persons who will sign on the Account to complete various documents which include - account opening form, customer information form and account mandate. This will show a specimen of each relevant signature and tell us who is authorised to make payments from the relevant Account.

8.6 We may also wish to seek references and other information, which will enable us to make an informed decision. For full details of the information required please contact your Branch. While considering an application to open an account we may, like other banks, use credit scoring and make a credit reference agency (CRA) search, which the CRA records.

8.7 We reserve the right to decline your application to open an account with us.

## 9 OPERATING AND USING YOUR ACCOUNT

### 9.1 Accounts Operated by More than One Person

- 9.1.1 Where an Account is held in the name of more than one individual (for example a jointly-operated Account or an unincorporated partnership Account) then, unless we have agreed otherwise, the following conditions will apply:
- each of you is separately responsible for complying with these Terms and you are separately and jointly liable for any amount due to us. This means that we have the right to demand payment of the full amount due to us, and not just a share of it, from all or any of you; and
  - if one of you dies, the survivor(s) may continue to operate the Account and if there is more than one survivor, the provisions of this clause 9 will continue to apply to the Account.
- 9.1.2 Where an Account is operated by more than one account holder then, unless we have agreed otherwise, the following conditions will apply:
- any of you can independently give us instructions in relation to your Account, including giving payment orders to withdraw some or all of the money in an Account, changing contact details or methods, or applying for new products or services. Any instruction given by one of you will commit the rest of you.
  - if there is a dispute between you which we know about, we may insist that both or all of you authorise instructions to us even if the Account mandate allows operation by a single individual.
  - we will contact only one of you unless there is a specific legal requirement to contact all of you. You can tell us which of you to contact, but if you do not do so, we will contact the first person listed on our records. The person we contact is responsible for sharing the information we send with the other Account holders.
  - You may ask us to remove a person (or persons) from a jointly-operated Account. We may require authority from all account holders (partners) before doing so. Any person removed from the Account will continue to be liable for all obligations and liabilities under the agreement relating to the period before they were removed from the Account.

### 9.2 Giving us instructions

- 9.2.1 We will accept instructions given in accordance with the relevant Account mandate. You can give us instructions either in person by visiting a Branch or in writing.
- 9.2.2 You may also give us instructions by telephone, by fax or by email. The terms which govern instructions made by fax or by email can be found in Schedule 1.
- 9.2.3 You must keep your cheque books, cards, Personal Identification Numbers (PIN), passwords, HBZ Internet Banking Secure Key and other security details secure and in accordance with clause 21 of these Terms. If you think someone else may know the security procedures/details, including personal and/or Account details, you must tell us immediately by visiting your Branch or calling them on the phone numbers available on our Website. If you fail to do so, you may be liable for all or part of any instructions that we receive and act on even if the instruction was not given by you.

9.2.4 Unless we can show that you have been fraudulent, grossly negligent, have failed to take all reasonable steps to keep your PIN, passwords, HBZWeb Secure Key and other security details secure or you have not complied with the requirements set out in these Terms relating to the use of cards (as set out in Schedule 4) and security requirements, we will refund your Account with any payments we make which you can demonstrate were not authorised by you. We will have no further liability to you. We can ask you for all the information you have about the misuse of security procedures/details, which we may pass to the appropriate authority.

9.2.5 We will do all that we reasonably can to prevent a breach of security, resulting in unauthorised access to your Accounts and the information we hold about you. As long as you have not breached the above conditions (set out in clause 9.7.3), we will accept liability for any loss or damage to you resulting from any breach of security.

9.2.6 We can act on instructions given by you:

- on a document bearing the signature(s) of any authorised signatories; or
- by telephone, fax or email (subject to our verification and security procedures being satisfied). You agree that we may rely on any information quoted in an instruction as correct.

9.2.7 We can refuse to act on any instruction if:

- we believe that you did not give us the instruction; or
- the instruction is not clear or incomplete; or
- we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us; or
- we believe that the instruction requires further validation/verification.

9.2.8 We may apply financial and/or other limits to telephone and computer instructions from time to time. We may vary these limits at any time with immediate effect. We will tell you if your transaction exceeds any of the limits.

### 9.3 HBZ Internet Banking

- 9.3.1 In order to use the HBZ Internet Banking, you will need to make an application to us in accordance with the terms set out in Schedule 2.
- 9.3.2 Schedule 2 contains the terms on which we will provide the HBZ Internet Banking Services to you.
- 9.4 We conduct periodic review of your Account and as part of our regulatory requirements we may ask for additional information and documentation. Failing to provide the required information and documentation to our satisfaction, we may restrict and/or close your Account in accordance with terms set out in Clause 26.2

## 10 MINIMUM BALANCE

- 10.1 We may, at our discretion, require you to maintain in your Accounts the Minimum Aggregate Balance, the amount of which is stated in the Tariff Book. We reserve the right to vary and amend the amount of the Minimum Aggregate Balance at any time. We will give you not less than 60 days' notice of the change (or such period required by law).
- "Minimum Aggregate Balance"** means the aggregate of the cleared funds held in all your Accounts in Pounds Sterling and Pounds Sterling equivalent for Accounts held in other currencies. Foreign currency Account deposits shall be notionally converted to Pounds Sterling at the Exchange Rate on the relevant date and may be varied at any time without notice. Details of our Exchange Rate are available from us at any time on request.
- 10.2 On such day of each month as we may decide we shall calculate if the average aggregate day end deposit balance(s) in all your Accounts during the previous month fall below the required Minimum Aggregate Balance and if they do then you will pay us such charge(s) as stated in the Tariff Book.
- 10.3 The charge(s) will be payable monthly and recovered from your current Account or such other account as we determine.

## 11 PAYMENTS INTO YOUR ACCOUNT

### 11.1 Cash and electronic funds

- 11.1.1 Cash paid in at a Branch will be added to your account and treated as cleared immediately.
- 11.1.2 Electronic transfers will be added to your account and treated as cleared on receipt.
- 11.1.3 Depending upon the Account that you maintain, you may be able to facilitate some payments via our HBZ Internet Banking service provided you have been accepted for such services and comply with the online and any other procedures, as set out in Schedule 2.

### 11.2 Cheques

- 11.2.1 If you submit a cheque in Pounds Sterling into your Account at any of our Branches before 3.00pm on a Business Day, the cheque will be sent for clearing and the value will be shown on your Account the following Business Day, usually after 4.00pm (cheques paid in at a NatWest counter can take one day extra), Cheques paid in after 3.00pm on a Business Day or on a non-Business Day shall be considered as being paid in on the next succeeding Business Day. The above cut-off points and timescales may be subject to change in the event that our operations are significantly impacted by circumstances beyond our reasonable control, which shall include, without limitation, any effects of the Covid-19 pandemic.
- 11.2.2 Under cheque clearing scheme rules, there may be instances (fraud, legal or technical reasons beyond our control) which prohibit a cheque from being cleared within the standard clearing period time scales or the cheque(s) may be returned unpaid by the paying bank for a number of specific reasons (which the paying bank may explain at the time of return).
- 11.2.3 If the bank or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. If a cheque, which is paid into your

Account, is returned unpaid, we will try to contact you to inform you of the non-payment and, where possible, the reason for this provided by the other bank or organisation.

- 11.2.4 Depending on why the cheque was returned unpaid, we may ask for payment again from the bank of the drawer upon your request, or contact you for further instruction. If the same cheque is presented more than once, then we may contact you for further instruction. Please note that different procedures apply to foreign cheques.

- 11.2.5 Cheques not issued on a UK bank, building society and issued in foreign currency have different clearing procedures and will require a longer clearing period.

### 11.3 Foreign cheques for collection

- 11.3.1 By "foreign cheques" we mean cheques drawn in a foreign currency (whether drawn on a bank in the UK or outside the UK) or Pound Sterling cheques drawn on a non-UK bank.
- 11.3.2 If you want to pay in a foreign cheque of one currency into an Account in another currency (i.e. a cheque drawn in US Dollars into a Sterling account) we will convert the amount at the Exchange Rate on the relevant date. A fee will be charged for collecting the cheque (the **"Cheque Collection Fee"**), as set out in our Tariff Book.
- 11.3.3 For a foreign cheque that we collect we will deduct the Cheque Collection Fee from the proceeds at the time we process your item or, if the cheque is returned to us unpaid, we will charge the Cheque Collection Fee at the time we receive the cheque back unpaid. We will also pass on any charges made by the corresponding bank and/or the bank on which it is drawn and will deduct these from the proceeds. Please refer to the Tariff Book for details of our charges and fees.

### 11.4 General

- 11.4.1 You must endorse any foreign cheques you pay into an Account.
- 11.4.2 Whilst we take care in choosing our corresponding bank when negotiating or collecting any foreign cheques, we do not accept liability for loss, damage or delays incurred which is not directly due to our own negligence. If exchange controls and/or restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our corresponding bank will be liable for any loss in exchanging the proceeds into the currency of the relevant account.
- 11.4.3 Because of difficulties that occur from time to time with foreign cheques (due to currency and jurisdiction) drawn on non-UK banks, for example exchange restrictions, we may not always be able to collect cheques on your behalf.
- 11.4.4 When we refer to foreign cheques this can also refer to other forms of foreign payment.

## 12 PAYMENTS OUT OF YOUR ACCOUNT

### 12.1 Withdrawal

- 12.1.1 If the cleared balance on your account (plus any unused arranged overdraft) is sufficient, you may make payments or withdrawals using any of the methods specified below.
- 12.1.2 We set a limit for the cash amount you may withdraw during a day. Whilst we endeavour to fulfil your cash withdrawal on



the day, we may require pre-notification from you due to the cash withdrawal limit so that we may make necessary cash arrangements if we, in our discretion, decide to permit you to exceed your daily cash withdrawal limit. We are under no obligation to allow you to exceed your daily cash withdrawal limit. Please contact your Branch in advance for any cash withdrawal request as we may change our cash withdrawal limits from time to time.

## 12.2 Cheques

12.2.1 We may decide to not pay a cheque issued by you if:

- a. there is not sufficient money in your account, or payment would cause your account to exceed any arranged overdraft; or
- b. the cheque contains any technical irregularities (e.g. the words and figures do not agree); or
- c. we reasonably believe you or someone else has used or is using or obtaining, or may use or obtain a service or money illegally or fraudulently.

12.2.2 When you issue a cheque, the amount will normally be deducted from your Account when the beneficiary presents it for payment into their Account. However, a cheque paid into your own Branch, in settlement of a bill, for example, will be deducted from your account on the same day. If you cash a cheque at your own Branch or our other Branches in the UK, the amount will be deducted from your account on the same working day.

12.2.3 You should not issue future dated cheques (referred to as post-dated cheques). If you do and it is presented for payment before the date specified, we are under no obligation to pay the amount specified on the cheque. However if we do pay such cheques we will incur no liability to you for doing so.

## 12.3 Debit Card

12.3.1 We may issue debit cards on certain accounts we offer.

12.3.2 You can use the debit card (if available on your Account) to withdraw cash and make payments at shops, online, through mobile apps or using any other methods that may be available. Please refer to Schedule 4 'Terms and Conditions for Business Debit Cards' contained herein for further information on our debit cards.

## 12.4 Payment Instructions

12.4.1 You may instruct us to make payments through Direct Debit, Standing Order and to send money within the UK or outside of the UK. For further information, please contact our customer service, visit your Branch or our Website for contact details.

12.4.2 We may cancel any Standing Order on your Account if it is unpaid on more than one occasion.

12.4.3 We may charge you in accordance with our Tariff Book if any Direct Debit on your Account is unpaid due to lack of sufficient funds on your Account.

## 13 WHEN PAYMENTS WILL/WILL NOT BE MADE BY US

13.1 We will make/authorise a payment from your account if you authorise it and:

- a. there are sufficient cleared funds in your account (this means that we may refuse a payment due to lack of funds); or
- b. the payment is covered by an authorised/pre-arranged overdraft that we have agreed following a formal or informal request from you for an overdraft or an increase to an existing overdraft limit.

13.2 We may need to undertake separate security checks, this may delay your payment/transaction.

13.3 When we assess whether to make/authorise payments under clause 13.1, we may consider any other payments that we have made or agreed to make from your Account that Business Day, even if those other payments have not already been deducted from your Account. You must take this into consideration when requesting payments.

13.4 We may refuse to make a payment (and we will not be responsible for any loss) if:

- a. the payment would exceed any limits that we may set;
- b. we are not reasonably satisfied that the transaction or the instruction is lawful;
- c. we consider that your account has been or is likely to be misused; or
- d. for security purposes.

13.5 If we refuse to make a payment that you have requested: for Standing Orders, Direct Debits and cheques, we may write/inform you that a payment is refused; unless there are any legal/ fraud/AML or any other regulatory reasons or requirements for not doing so. If you telephone us, we will tell you if a payment has been refused, the reasons for the refusal (if we are able) and the procedure for correcting any factual errors that may have led to the refusal. This information will be available after our refusal of your instruction.

## 14 RESPONSIBILITIES FOR PAYMENTS

14.1 We will make payments based on the information that we require you to provide. If you provide us with incorrect or inaccurate information, we cannot be held responsible if the payment is not made, it is delayed or it is made incorrectly.

14.2 If you ask us, we will use reasonable endeavours to recover an incorrect payment.

14.3 It is the Recipient's bank's responsibility to make sure that a payment that we have sent to them is added to the bank account of the Recipient.

14.4 If a payment has been made by us incorrectly (not as a result of receiving inaccurate or incomplete information from you but due to an error made by the Bank), and we fail to prove that the payment you authorised was received by the Recipient's bank as required, we will without undue delay, refund your account with either:

- a. the payment and charges; or
- b. in the case of an overpayment, any excess amount incorrectly deducted, so that you do not incur any loss, and we will also restore your account to the position

that it would have been in, if the incorrect payment or overpayment had not been made. We may not do this if the circumstances giving rise to the incorrect payment transaction were due to abnormal and unforeseeable circumstances beyond our control, the consequence of which would have been unavoidable despite all our efforts to the contrary.

- 14.5 You may ask us to trace a payment and, if asked, we will make every effort to do so and advise you the outcome, which may be subject to charges.
- 14.6 If you suspect that an incorrect or unauthorised payment has been made from your Account, you must contact us without undue delay, and in any event within 13 months of the payment being taken from your Account, by contacting your Branch or Relationship Manager. If you do not do this you may not be entitled to a refund.
- 14.7 If you inform us about an incorrect payment:
- 14.7.1 The sort code and account number of an account identifies it, not the name of the account. If you give us incorrect payment details (for example, the wrong sort code or account number) then, once you've told us, we'll make reasonable efforts to recover your payment for you but we may not be able to recover the payment and we may charge you a fee for trying to recover it. If we're unable to recover the payment, we won't refund you. If we are unable to recover the funds, we will provide available information that we have about the payment so that you can attempt to recover the funds.
- 14.8 If we make a payment which was our error, we'll refund you (including any charges which you have paid as a result of the payment being taken).
- 14.9 If an error is made in a Sterling Direct Debit, you'll be entitled to a refund from the payee or from us. This is known as the Direct Debit Guarantee. For more information please see [directdebit.co.uk](http://directdebit.co.uk).
- 14.10 Where the error is made in a Euro Direct Debit, you may have further rights under the Single Euro Payments Area (SEPA) Direct Debit Scheme.
- 14.11 What we'll do if the payer's bank tells us about an incorrect payment:
- 14.11.1 We may take a payment from your Account if the payer's bank tells us that this payment was sent to you incorrectly. If this happens, we will hold the money and may contact you to tell you what has happened. We will ask you to confirm if the payment was sent to you incorrectly. If the payment was sent incorrectly then we will return it to the payer. If you tell us that the payment was not sent incorrectly then we may return the money to you but we may have to pass your contact details on to the payer's bank. If we cannot get in touch with you within 15 Business Days, then we will return the payment to the payer. If the payment is a CHAPS payment, we may ask you before we take the payment from your Account.

## 15 FOREIGN PAYMENTS

- 15.1 Any Exchange Rate applied to your payments will be reflected in your statement.

15.2 The Exchange Rate that we will apply to payments that you make involving a currency exchange, other than future dated payments, is the rate that we provide or make available to you upon request to make the payment, and which you agree to by going ahead with the payment or by confirming the rate specifically. The Exchange Rate that we will apply to future dated payments will be the rate applicable at the time that the payment is processed.

15.3 If you make a payment that involves an exchange into a foreign currency and that payment is returned to us or is recalled upon your request, we will convert the returned payment back to the original currency at the Exchange Rate applicable when we receive the returned payment. We are not responsible for any loss that you may incur as a result of any fluctuations in the Exchange Rate.

## 16 CHARGES FOR PAYMENTS

16.1 We may charge you for some payments/services that we provide at the rates set out within our Tariff Book. You authorise us to deduct all charges from your account by giving your instructions, or if the charge applies to payments you receive, when we add the payment to your Account.

## 17 CUT-OFF TIMES, EXECUTION TIMES AND WHEN YOU CAN CANCEL AN INSTRUCTION TO MAKE A PAYMENT

17.1 The cut-off time for payments not covered by our Faster Payment Service 24/7 ("FPS 24/7") (as set out under clause 17.10) is the time before which, on a Business Day, a payment or a payment instruction is treated as received by us on that Business Day. This means that if we receive a payment or a payment instruction after the cut-off time, we will treat this as received by us on the following Business Day. If we receive a payment or a payment instruction on a day that is not a Business Day, we will treat this as received on the following Business Day. Cut-off times vary for different types of payment and depending on when it will be processed by us. Further details of cut-off times can be obtained by contacting your Branch.

17.2 The above cut-off points and timescales may be subject to change in the event that our operations are significantly impacted by circumstances beyond our reasonable control, which shall include, without limitation, any effects of the Covid-19 pandemic.

17.3 Some types of payment have additional currency cut-off times. For these payments, you must give your instructions before the applicable cut-off times that apply in order for us to treat the instructions as received before the cut-off time.

17.4 The effective date for your instruction will depend on whether your payment instructions were received before or after the cut-off time.

17.5 Where you have instructed us to make a payment the same Business Day, subject to the cut-off time, you may not be able to cancel or change your instructions once they are received.

17.6 If you instruct us to make a payment on a future date, we will begin to process the payment on the date that you specify. You may be able to cancel a payment if we have not already started processing it.

- 17.7 If you want us to cancel a cheque, or cancel a Standing Order, Direct Debit or future dated payment instructions on your Account, you must contact your Branch in person or by telephone and provide written confirmation which must include the following details:
- For Cheques – cheque number and date of issue, your Account number, amount and name of the person to whom the cheque was made payable to.
  - For Direct Debit and Standing Orders – name of the recipient, amount, frequency and your Account details.
  - Future dated payments – name of recipient, amount, due date for payment and your Account details.
- 17.8 In certain circumstances it may not be possible or practical for us to effect cancellation of a payment instruction. Under our 24/7 FPS (as defined in clause 17.1) you are able to:
- receive payments made to you by third parties through a local bank (instantly, subject to our internal checks and procedures); and
  - make local payments outside of Business Hours and Business Days using the HBZ Internet Banking accessed with your Secure Key and/or Authenticator (please see the HBZ Internet Banking Terms and Conditions regarding the use of Secure Keys and Authenticator).
- 17.9 The 24/7 FPS is only available for payments made within the UK, i.e. outward payments made by you from the UK or inward payments received by you in the UK. CHAPS, foreign exchange and non-UK payments are not covered.
- 17.10 If you tell us to make a payment in the UK, in most cases the payment will be made using the 24/7 FPS and the money will be added to the Recipient's account immediately. In limited circumstances, the payment may take longer to reach the Recipient's account. If we can't use the 24/7 FPS then the following timescales will usually apply

Type of payment	When the payment will reach the Recipient's account following receipt of your instruction:
Sterling electronic payment	By the end of the next Business Day.
Sterling paper-based payment (such as a giro payment)	By the end of the second Business Day.

If an instruction is received on a non-Business Day, or after 3.30pm on a Business Day, the process for making the payment will start on the next Business Day.

## 18 CRS (COMMON REPORTING STANDARDS – DECLARATION & UNDERTAKING)

- 18.1 For the duration of the contractual relationship with the Bank, you hereby confirm that you undertake to notify us on your own initiative, if a change in circumstances makes any information on this account opening form signed by you (which for the purposes of this clause we shall call the "Form") and any other relevant form(s), where appropriate, incorrect and undertake to provide a suitably updated form within 30 days of such change.
- 18.2 You understand and acknowledge that we may provide, directly or indirectly, to any relevant tax authorities or any party authorised to audit or has similar power over us for

tax purposes, a copy of the Form and any other relevant form(s), where appropriate and may disclose to such tax authorities or such party any additional information that we may have in our possession. You further acknowledge and understand that information contained in the Form and any other relevant form(s), where appropriate information regarding income paid or credited to or for the benefit of the account(s) with us may be reported to the tax authorities of the country in which such income arises and that those tax authorities may provide the information to the country or countries in which the Entity and/or the Controlling Persons of Passive NFEs is/are resident for tax purposes pursuant to and in accordance with the relevant tax regulations.

- 18.3 You understand and acknowledge that we may provide, directly or indirectly, a copy of the Form and any other relevant form(s) where appropriate and information relating to the account(s) with us, as required by law, to: (i) any person that has control, receipt, or custody of income to which the account opening form and any other relevant form(s), where appropriate relates; (ii) any person that can disburse or make payments of income to which the Form and any other relevant form(s), where appropriate relates; or (iii) any party authorised to audit or conduct a similar control of the account holder(s)/ Controlling Person (s) for tax purposes.
- 18.4 Further, you understand and acknowledge that reporting and/or disclosure consequences may occur, if you fail to comply with your obligations to submit the necessary forms and/or documentation following a change in circumstances.
- 18.5 You confirm that all the assets deposited with us are fully declared and subject to regular income / wealth taxation where the Account Holder and - as the case may be - the Controlling Person(s) of Passive NFEs is/are required to pay taxes in accordance with the relevant tax regulations.
- 18.6 You further confirm that the account holding Entity has been established for legitimate commercial reasons and that any and all transactions, in which the Bank is to provide banking services, are effected for the same reasons. Neither the account holding Entity nor any transaction, in which the Bank is to provide banking services, forms or is intended to form part of a scheme or an arrangement for which the main purpose, or one of the purposes, is the illegal avoidance of tax liability in the relevant tax jurisdiction(s).
- 18.7 You declare that you have examined the information on the Form and any relevant form(s), where appropriate) for tax purposes and to the best of your knowledge and belief it is true, correct, and complete.

## 19 STATEMENTS

### 19.1 Paper statement

- 19.2 We will provide you with paper statements on your current Account and other Accounts that we offer (where applicable) as per your chosen frequency. Statements will not be sent if there is no transaction in the Account for one month or more. However, we will send you statements at least annually for any current Account that you do not use for six months or more. If you have HBZ Internet Banking, you may request us not to send paper statements. Paper statements can be provided on request free of charge. Additional copies can be provided but charges will apply.
- 19.1.2 You must read your statements carefully. If you suspect that an unauthorised or incorrect payment has been made from your Account, then you must contact your Branch promptly.

If you do not tell us immediately and in any event within 13 months after the date the payment was debited from your Account, you will not be entitled to have any error corrected or payment refunded or anything else.

- 19.1.3 Items that are due to credit your Account may be returned or recalled by the person making the payment and so may not have been included on your statement. The fact that some items appear on the statement of the Account, is not a guarantee that they will be credited into your Account, such as cheques that are credited to your Account but can be returned on a later date.

## 19.2 E-statements

- 19.2.1 You can select to receive electronic statements ("e-statement") by indicating the same in the Account Opening Form or any time after the Account is opened. Please note that if you choose to receive e-statements, we will no longer send you paper statements.
- 19.2.2 If you select to receive e-statements, the terms contained in Schedule 3 will apply to you.

## 19.3 Hold Statement Service

- 19.3.1 As stated above, we normally send paper statements, however you may request us in writing to provide you with a service whereby the paper statements on your Account(s) will be held for collection by you at a later date ("Hold Statements Service"). We may at our discretion agree to your request subject to your completing such documentation as we may require.
- 19.3.2 All other relevant information and documentation will still be mailed to the address you have provided to us. This information includes changes to terms and conditions and any other regulatory or legal information we need to communicate to our customers.
- 19.3.3 To be eligible for the Hold Statements Service you must be able to view your Account statements online. To be able to view your Account statements online, you must apply for, be accepted and activate the HBZ Internet Banking.
- 19.3.4 You understand that the Hold Statements Service could mean that there may be delays in your information reaching you. If you request the Hold Statements Service, you agree that all risks and/or costs will be borne by you and you will be required to sign Hold Statement Service Declaration confirming that you accept such risk and/or costs.
- 19.3.5 We reserve the right to refuse and/or close the Hold Statement Service made available to you.

## 20 RESPONSIBILITY FOR FINANCING

- 20.1 Sole trader: you are personally responsible for any money your business owes us and/or payments due to us from your business.
- 20.2 Unlimited Partnership, Club, Society, Trust, unincorporated Charity and other unincorporated associations: each partner and/or trustee is individually liable for all amounts due to us, even if he or she has subsequently ceased to be a partner and/or trustee, in which case he or she will continue to be liable for all obligations and liabilities under these Terms relating to the period before they ceased to be a partner

and/or trustee, unless we have agreed otherwise in writing. We have the right to demand payment from all or any of the partners and/or trustees (as applicable) for all or part of such amount.

- 20.3 Limited Companies, Limited Partnerships or incorporated charities: the directors and/or trustees are not personally liable to us for money owed to us unless we have a separate agreement with them.
- 20.4 Financial Difficulties: If you have any difficulty in paying us, please contact your Branch and let us know as soon as possible.

## 21 SECURITY

- 21.1 You shall ensure that your authorised signatories will take all reasonable precautions to keep safe and prevent fraudulent use of any security details relating to your Account (the "Security Details"). These precautions include but are not limited to the following, as applicable:
- 21.1.1 never writing down or otherwise recording your Security Details such as personal details, PIN/passwords and Account number in a way that can be understood by someone else;
- 21.1.2 not choosing Security Details that may be easy to guess;
- 21.1.3 keeping your Security Details unique to your Accounts with us; and
- 21.1.4 changing your Security Details immediately and telling us as soon as possible if you know, or even suspect, that your details may have been compromised.
- 21.2 If any Security Details are lost or stolen, or you suspect that someone has used or tried to use them, you must notify your Branch without delay by visiting your branch or calling them on the phone numbers available on our Website.
- 21.3 We may suspend, withdraw or restrict the use of our telephone and/or HBZ Internet Banking where:
- 21.3.1 we have reasonable grounds to suspect that your Security Details have not been kept safe or compromised; or
- 21.3.2 we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Details.
- 21.4 Unless we are unable to contact you or there is a legal reason or there are other circumstances beyond our control preventing us from doing so, we will notify you personally before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible, we will notify you in writing and give our reasons.

## 22 LIABILITY

- 22.1 Subject to these Terms and any applicable laws we will be responsible for any unauthorised transaction which you tell us about. Where we are responsible, we will immediately refund the amount of the unauthorised transaction, any resulting loss of profit (where applicable) and any charges imposed because of that transaction. We will have no further liability to you.
- 22.2 You will be responsible for all losses arising from unauthorised transactions on your Account as a result of:

- 22.2.1 you acting fraudulently; or
- 22.2.2 you intentionally or with gross negligence giving another person access to your Security Details.

## 23 UNFORESEEN CIRCUMSTANCES

- 23.1 We will not be responsible to you if we fail to comply with any of these Terms:
  - 23.1.1 due to abnormal and unforeseen circumstances beyond our control, the consequence of which would have been unavoidable despite all efforts to the contrary; or
  - 23.1.2 where our failure to comply is due to obligations under international, European or national laws, however, nothing in these Terms shall exclude or restrict any duty or liability which we may have to you under the FCA's rules.

## 24 CHANGING THE TERMS, THE CHARGES AND THE PROFIT RATES

- 24.1 We may make changes to these Terms, any of the Schedules, Accounts or Tariff Book (including introducing new charges or changes to the basis on which we charge for operating/providing product(s)/service(s)) by giving you at least 60 days advance written notice (or a longer period as may be required by the laws and regulations) and publishing the same on our Website.
- 24.2 We may make any change to these Terms, Schedules or the Tariff Book for all or any of the valid reasons set out below but not limited to:
  - 24.2.1 if the change is favourable to you.
  - 24.2.2 following, or in anticipation of, and to respond to a change in any relevant laws, regulation or to respond to a change in industry guidance or code of practice or good banking practice.
  - 24.2.3 to respond to the making of a relevant recommendation, requirement or decision of any court, ombudsman, regulator or similar body.
  - 24.2.4 to respond to the costs or consequences of any event beyond our control that may impact our provision of Accounts, services or facilities to you.
  - 24.2.5 to respond to any change in our systems and procedures, including any change arising from any reorganisation of our business as a result of it being acquired by, or by our acquiring, another bank or organisation.
  - 24.2.6 to improve the services that we provide.
- 24.3 Where we make any change under this clause, the change will be proportionate to the underlying reason for the change.
- 24.4 In relation to any finance facility you may have with us, we may change the profit rate we charge you:
  - 24.4.1 to respond to any change in the base rate, or any rate that replaces it, as set by the Bank of England or by any bank that takes over responsibility for setting such a rate (or the equivalent rate set by the relevant country's central bank when dealing with foreign currency).
  - 24.4.2 to respond to any changes or anticipated changes in interbank profit rates or our cost of funding.

## 25 WHAT YOU CAN DO WHEN WE TELL YOU ABOUT A CHANGE

- 25.1 You may close your Account within 60 days (or such other period required by law) of the date of any advance notice of a change we send to you or, if longer, up to the date the change is due to take effect. There will be no charge for this. If you do not tell us that you want to close your Account, then we will assume you have accepted the change and it will take effect automatically.

## 26 CLOSING OR CONVERTING YOUR ACCOUNT

### 26.1 Closure by you

- 26.1.1 You can close your Account at any time for any reason without charge if the terms for your Account permit you to do so. We will forward any credit balance plus any accrued profit (if applicable depending on your Account type) on your Account to you after:
  - a. you have given us written notice that you wish to close the Account, signed as per Account mandate. You can give us the written notice by writing to our registered address listed in clause 6.3, by visiting or writing to your Branch (whose contact details can be found on our Website) or sending your written notice via email or fax (if you are registered for email or facsimile facility);
  - b. you have returned all (unused) cheques and cards if issued to you and all connected parties; and
  - c. you pay in full any money due to us including any costs or charges.

- 26.1.2 You must cancel all Direct Debit and Standing Order arrangements.

- 26.1.3 We reserve the right to recover any costs related to your Account which we may incur after Account closure.

- 26.1.4 If you close your Account then our agreement, including these Terms, will also end.

### 26.2 Closure by us

- 26.2.1 We can close your Account and terminate these Terms with you immediately in the following situations:
  - a. if you have seriously or persistently broken any of these Terms;
  - b. you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an Account, service or money illegally;
  - c. your Account is, or we reasonably suspect your Account is, being used for an illegal purpose;
  - d. you are, or we reasonably suspect you may be acting fraudulently;
  - e. your behaviour is improper, for example you act in a threatening or violent manner towards staff, which makes it inappropriate for us to maintain your Account;
  - f. you were not entitled to open your Account or take out your service;
- 26.2.2 We will give you notice in writing immediately after your Account has been closed.

26.2.3 We may close your Account for any other reason by giving you at least 60 days written notice (or such other period required by law). If we close your Account, we will pay you any credit balance available in your Account by either issuing a cheque or action upon your written instructions.

### 26.3 Conversion

26.3.1 We can convert your current Account to another Islamic current Account in our range. We will only do this if:

- a. we have a valid reason for converting your Account; and
- b. we give you notice not less than 60 days (or such other period required by law) before we convert it.

26.3.2 We will convert your Account after the expiry of our notice unless in the meantime you have given us written notice that you wish to close your existing Account. For a further 30 days from the date on which we convert your Account, you may close the Account (or switch to any other Account we are willing to provide to you).

26.4 Note that if your Account is closed under either clause 26.1 or 26.2, the services provided to you in Schedule 1, Schedule 2, Schedule 3 and Schedule 4 will automatically terminate.

## 27 PRIVACY AND DATA PROTECTION

27.1 We take the privacy of your personal information seriously. Our Privacy Notice informs you about:

27.1.1 how we collect, use, share and look after your personal data;

27.1.2 when information and personal data is provided to us relating to your relationship with us such as when we use Credit Reference Agencies to perform credit and identify checks; and

27.1.3 your privacy rights and how the law protects you.

27.2 The Privacy Notice is available on our Website at [www.habibbank.com](http://www.habibbank.com) or if you prefer, you can contact us by phone or post and we will send you a copy in the post.

27.3 We monitor and regularly update our policies and procedures to maintain the privacy of your personal information. Consequently, our Privacy Notice may change from time to time. We recommend that you check it on a regular basis.

27.4 In this clause, the following terms shall have the meanings given in Regulation 2016/679 the General Data Protection Regulation ("GDPR"), together with any relevant national implementing or supplement legislation, "Applicable Data Protection Law"): "controller", "processor", "personal data", "data subject" and "processing" (and "process").

27.5 We are a controller in relation to the personal data that you (the data subject) provide to us in relation to the personal data that we receive from a third party about you. We will process your personal data as set out in the Privacy Notice which can be found at [www.habibbank.com](http://www.habibbank.com)

## 28 OUR RIGHT OF "SET-OFF"

28.1 We shall have a right of set-off and lien on credit balances in any of your Accounts in any currency at any Branch.

28.2 Without limitation and by way of example only, this means

that we may use the credit balance(s) in any of your account(s) in any currency with us to: (i) reduce or pay any liability in any other account(s) of yours with us; and/or (ii) pay any charges due and payable on another account with us as per our Tariff Book.

28.3 If any accounts that you hold with us in your sole name are in credit and you have failed to pay us any amount due to us on any other accounts you hold with us anywhere, we may use the money that you hold with us to reduce or pay the amount due to us.

28.4 If any accounts you hold with us are in credit we may use that money to pay any amount due to us on any other account with our parent bank, Habib Bank AG Zurich in Switzerland, other branches, subsidiaries and/or associates of Habib Bank AG Zurich (unless we are prevented from doing so by law).

28.5 We will not use our right of set-off against any money which we hold in an Account in your name which you have advised us is not yours; or against any money which we are required to hold by law in an Account in your name for someone else, or in any way that contravenes any law, regulation, code of conduct or industry guidance.

28.6 If we are considering exercising our right of set-off, we may remind you of this right in advance (unless we reasonably think that you may move your money to stop us) and if we do exercise it then we will tell you why and when it was done.

28.7 We shall not be liable for any loss you may incur as a result of the exercise of this right.

## 29 INACTIVE ACCOUNTS

29.1 We may treat any Account as inactive (i.e. we may suspend it) if it has been inactive for at least six months. Once an Account has been identified as an inactive Account, we will require you to visit us or contact us and show us such identification document(s) and follow such re-activation formalities as we may request in order for us to reactivate the Account.

## 30 ASSIGNMENT

30.1 We may transfer, assign, or pass our rights or obligations under these Terms/agreement or arrange for any other person or organisation (a transferee) to carry out our rights or obligations under these Terms/agreement. We will only do this if the transferee agrees to exercise the transferred rights and perform the transferred obligations in accordance with a statement of policy which we approve before the transfer and we reasonably think that the policy described in the statement will ensure that you are no less favourably treated after the transfer than you were beforehand.

30.2 You may not transfer or assign any of your rights or obligations under these Terms/agreements.

## 31 YOUR STATUTORY RIGHTS

31.1 Nothing in these Terms will reduce your statutory rights including your rights relating to mis-described accounts or services or any rights you may have to close your Account and/or claim compensation.

## 32 COMPLAINT HANDLING AND REDRESS

- 32.1 If you wish to make a complaint about any of our products or services, please contact us in person, by writing to us or by post, fax, email or telephone using the contact details contained in clause 6.3 or by contacting your Branch (whose contact details are available on our Website). Further information on our complaints handling procedures is available upon request in our Branches or by telephoning us. We will investigate the circumstances and, if necessary, set about putting matters right, as quickly as possible.
- 32.2 In the unlikely event that we are unable to resolve your complaint, or if you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service if you are eligible, details of which are available on request. The Financial Ombudsman Service provides an out-of-court complaint and redress mechanism. You can contact the Financial Ombudsman Service directly at Exchange Tower, London, E14 9SR, by telephoning 0800 023 4667 or 0300 123 9123 (if you are calling from within the UK) or +44 (0) 20 7964 1000 (if you are calling from outside the UK) or by visiting their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 33 FINANCIAL SERVICES COMPENSATION SCHEME

- 33.1 The Financial Services Compensation Scheme ("FSCS") can pay compensation to customers if they are eligible and a bank is unable to pay a claim against it, usually if the bank stops trading or is insolvent. Compensation limits apply depending on the type of claim. We are a member of the FSCS and our Islamic Current Account and Islamic Fixed Term Deposit Account are covered by the FSCS.
- 33.2 In respect of deposits, an eligible depositor is entitled to claim up to the current FSCS limit for deposits. For joint accounts each account holder is treated as having a claim in respect of their share, so for a joint account held by two eligible depositors, each depositor would have a separate claim up to the FSCS deposit limit and so the maximum amount that could be claimed in total would be twice the current FSCS deposit limit. The FSCS deposit limit relates to the combined amount in all the eligible depositor's accounts with us, including their share of any joint account and not to each separate account.
- 33.3 For further information about the FSCS (including the current limits, amounts covered and eligibility to claim) please contact the FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, England, telephone 0800 678 1100 or 020 7741 4100 or on their website [www.fscs.org.uk](http://www.fscs.org.uk)

## 34 WAIVER

- 34.1 No delay or omission by us in exercising any of our rights shall operate or be construed as a waiver, nor shall any single or partial exercise of any such right prevent any other or further exercise thereof or the exercise of any other right.

## 35 COMPLIANCE WITH LAW

- 35.1 We may carry out certain actions in order to meet any obligations, relating to the prevention of fraud, money laundering, terrorist activity, bribery, corruption, tax evasion and the provision of financial and other services to persons who may be subject to economic or trade sanctions.

- 35.2 We shall not be responsible to you or any third party for any loss incurred as a result of us taking the actions set out in the clause above.
- 35.3 We may require you to provide us with information and documentation in relation to your tax obligations both within the UK and, where appropriate, overseas, and we may share this information and documentation with domestic and foreign tax authorities.
- 35.4 You shall be responsible for complying with all laws and regulations applicable to you. This also includes your obligation to declare and pay taxes.

## 36 SURVIVAL

- 36.1 Where an account is closed under clause 26.1 or 26.2, any provisions of these Terms that expressly or by implication is intended to come into or continue in force on or after closure of your Account, including (but not limited to) clauses 2, 4.2, 4.4, 22, 23, 26, 27, 28, 31, 32, 33, 34, 35, 36, 37, Schedule 1 paragraphs 6, 7, 9 and 10, Schedule 2 paragraph 9, Schedule 3 paragraphs 12-14 and Schedule 4 paragraphs 14, 16.5, 16.9, 16.10, 16.11, 16.15 and 16.19, shall remain in full force and effect.

## 37 GOVERNING LAW AND JURISDICTION

- 37.1 For Accounts opened in the UK, these Terms are governed by the laws of England and Wales as are our dealings with you. You and we submit to the exclusive jurisdiction of the courts of England and Wales.

Habib Bank Zurich plc  
Habib House  
42 Moorgate  
London EC2R 6JJ

Telephone: +44 (0) 20 7452 0200

## Schedule 1: Fax and electronic instructions and communications

- 1 If you select "Yes" to accepting and providing fax and electronic instructions in the Account Opening Form, the terms contained in this Schedule 1 will apply to you.
  - 2 For the purpose of this Schedule 1, "fax and electronic instructions" include any facsimile transmissions (meaning the sending of fax transmissions by any media) and electronic mail (meaning the sending of transmissions, messages, files and/or signed instructions scanned and attached to an email via the internet or fax) to us in relation to any and all of your existing and future Accounts, facilities and any other arrangements of any type (including without limitation payments, transfers, investments, placement of funds, foreign exchange dealings, trade finance, any financing facilities whether arranged or otherwise and account administration) which you may now or in the future have with us (to be referred to as "Instructions" for the remainder of this Schedule 1).
  - 3 In consideration of your request to accept Instructions, you hereby agree, provided that the Instructions are (i) in accordance with the current bank mandate held by us and appear to be given by a person or persons authorised under the bank mandate (person(s) so authorised shall hereinafter be called "Instructing Person(s)"); and (ii) we have complied with the various security procedures stated in paragraph 4 below, that:
    - 3.1 we may act on any and all Instructions given by the Instructing Person(s) from time to time and that in acting on the Instructions we shall have and be considered to have acted properly and to have fully performed all obligations owed to you, even if such Instructions may have been initiated, sent or otherwise communicated in error, fraudulently or otherwise (without limitation), and you shall be bound by any such Instructions on which we may act;
    - 3.2 any Instructions acted upon by us shall irrespective of any later dispute regarding the Instructions or their interpretation be deemed to have been duly authorised and requested for the purpose of recourse, reimbursement or other rights we may have against you under any existing or future documentation or at law in relation to any such Instructions and for the purpose of recourse to any security now or in the future held or available to us in relation to any Instructions or transactions related to the Instructions; and
    - 3.3 we may debit your Account(s) with all sums paid by us in respect of any Instructions, and debit your Accounts(s) with all sums of money, charges and expenses which we may incur as a result of us complying with any Instructions.
  - 4 We will undertake our verification and security procedures for Instructions received from Instructing Person(s). You agree that: (i) if we are unable to complete our verification and security procedures to our satisfaction, the Instructions may be delayed or not made; and (ii) if we are able to verify any Instructions then this is still subject to our absolute and unfettered discretion to decline to act on or in accordance with the whole or any part of any Instructions pending further enquiry to or further confirmation (whether original written instructions or otherwise in such form as we may require) by your Board or one or more of the Instructing Person(s);
  - 5 You agree to fully indemnify us (i.e. compensate us) against any and all claims, demands, losses, costs, imposts, liabilities and expenses, howsoever arising in consequence of, or in any way related to us having acted in accordance with the whole or any part of any Instructions and/or having exercised (or failed to exercise) the discretion conferred upon us in paragraph 4 above (however this indemnity will not apply if the loss suffered was a result of our (i) failure to comply with the terms of this Schedule 1 (ii) failure to comply with the Terms (iii) failure to carry out the duties that we owe to you with reasonable skill and care or (vi) failure to comply with the FCA's rules or other applicable rules, legislation, regulations or guidance.
  - 6 Further you irrevocably authorise us to set off and/or apply any credit balance in any Account (whether now or in the future) maintained by you with us at any of our Branches in satisfaction of any sum(s) representing the amount of any such claim(s), actions, demands(s), expenses(s), losses or liabilities without further authority from you and we shall be entitled to exercise such right at such time as we may deem appropriate. We will notify you as soon as practicable if we exercise our right to set off under this paragraph 6.
  - 7 You will be jointly and individually liable under the indemnity contained in paragraph 5 in respect of any jointly- operated Account.
  - 8 We may send you a text message to the mobile number stated in the Account Opening Form (as amended by you at any time in writing) whenever a debit occurs in any of your Account(s) with us. In the event that such debit was not authorised by you then you shall promptly and without delay contact us.
  - 9 In the event of a conflict between the terms of this Schedule 1 and the main Terms, then, apart from clause 26.4 in the Terms, the terms of this Schedule 1 shall prevail.
  - 10 The terms in this Schedule 1, shall remain in full force and effect until and unless we acknowledge receipt, and have a reasonable time to act upon, notice of termination from you in writing save that such termination shall not release you from any liability under this Schedule in respect of any act performed by us in accordance with the terms of this Schedule 1 before the expiry of such time.
- ### IMPORTANT NOTICE
- 11 Before opting to give and receive fax and electronic instructions in the Account Opening Form, please carefully consider this Schedule 1 as the terms hereof limit our liability and constitute an assumption of risk by you. If you are in any doubt about the risks related to facsimile or email instructions or the effect of this Schedule then, as with any legally binding agreement, we recommend that you consult your solicitor or other independent legal adviser before opting to accept fax/ electronic instructions in the Account Opening Form.



## Schedule 2: Terms and Conditions for the HBZ Internet Banking service and GSM services

These HBZ Internet Banking Terms and Conditions (the **Terms**) set out the Bank's obligations to you and your obligations to the Bank for the use of HBZ Web Banking and for use of the HBZ App (when offered by the Bank). These Terms should be read in conjunction with other sections of the General Banking Terms and Conditions (as updated from time to time). If there is a conflict between a provision contained in these Terms (clause 30) and a provision contained in other sections of the General Banking Terms and Conditions, the provision contained in these Terms shall prevail and shall take priority over the provision contained in other sections of the General Banking Terms and Conditions.

These Terms apply both to the use of HBZ Web Banking (as defined below) and the HBZ App (as defined below). Together, HBZ Web Banking and the HBZ App constitute HBZ's internet banking services ("**HBZ Internet Banking**"). References to HBZ Internet Banking refer to HBZ Web Banking and the HBZ App.

By accessing HBZ Web Banking and/or the HBZ App, you confirm that you have read and agree to these Terms and the General Terms and Conditions (copies of which can be found on <https://www.habibbank.com/uk/home/downloadCenter.html>)

Only the following people have rights under these Terms: you, us, the supplier of the mobile device to which you have downloaded the HBZ App and the App store from which you downloaded the HBZ App.

We give you a licence to use the HBZ App on a mobile device that you own, control or use, subject to these Terms and any usage rules set out in the terms of service of the supplying App store. This licence will start when you have downloaded the HBZ App and log on for the first time and will continue until terminated as set out below, for example clause 15 of this Schedule.

You are responsible for all instructions given through the Internet Banking, by you or anyone acting with your authority

If you suspect someone knows your Login Name, Password, OTP and/or any other security details/procedures then you must contact us immediately. If you are in the United Kingdom - you must phone our Helpline on 0800 6 444 429, or contact your branch OR if you are abroad on +44 207 1 184 429. If you fail to do so, you will be liable for any unauthorised payments on your Bank Account confirmed by use of the Security Procedures.

### 1 DEFINITIONS

In this documents:

**"Business Day"** means a day on which banks in the United Kingdom are generally open for business, other than weekends and local bank holidays;

**"the Bank"** means the UK Operations of Habib Bank AG Zurich and whose registered address in the UK is at Habib House, 42 Moorgate, London EC2R 6JJ;

**"Bank Account"** means one or more account(s) opened by the Bank in your name;

**"GSM Service Application Form"** means the application form relating to the provision of the GSM Service;

**"GSM Service"** means the update and alert service whereby you will receive updates and alerts regarding your Bank Account as chosen by you (for example, transaction alerts and recurring balance updates). Such updates and alerts will be sent to you by text message by the Bank to the mobile phone number nominated by you for this purpose;

**"HBZ App"** means our application which can be downloaded to any mobile device which runs on operating systems supported by us, through which you can access HBZ Internet Banking services;

**"HBZ Web Banking"** means online platform which can be accessed from the Bank's website through which you can access HBZ Internet Banking service;

**"Internet Banking Application Form"** means the form that existing customers of the Bank must complete and return to us in order to access the HBZ Internet Banking;

**"Login Name"** means the name that you choose to use in order to log into HBZ Internet Banking;

**"OTP"** means the onetime password consisting of a unique set of numbers that the Bank shall send to you via text and/or email (to the mobile number and email address that you provide to us in the Account Opening Form (for new customers of the Bank) or in the Internet Banking Application Form (for existing customers of the Bank) when you are completing an online money transfer or payment. For clarity, the OTP shall be sent for the first transfer/payment you undertake during a login session and further OTPs will not be required for additional payments are processed within the same session.

**"Authenticator"** means the security code generated on your registered device through the HBZ App, which will be your secure code and which can only be generated through the HBZ App;

**"Password"** means the unique number the Bank will provide to you and which you are required to change when you complete the registration process;

**"Secure Key"** means the memory stick / electronic secure key which (whilst we offer this functionality) we may provide to you when requested through HBZ Web Banking;

**"Security Procedures"** means your Login Name, the Password, the GSM Service, the OTP messages and such other security details and procedures as the Bank may require from time to time;

**"Tariff Book"** means our separate document which sets out our charges from time to time. The current Tariff Book is displayed in our branches and on our website ([www.habibbank.com](http://www.habibbank.com)) and is also available on request;

**"Website"** means <https://www.habibbank.com/uk/home/ukHome.html>

**"You", "Your"** means:

- in the case of an individual, the customer who has a Bank Account(s) with the Bank on which the HBZ Internet Banking is available. If you have a joint Bank Account,

references in these terms and conditions to “you” include each of you together and separately; or

- in the case of a limited company, any director, official and any other persons authorised by the customer to give instructions on the Bank Account; or
- in the case of a partnership, the individual partners (in their separate capacities of partners and individuals) and any other persons authorised by the customer to give instructions on the Bank Account(s); or
- in the case of a limited liability partnership, any member and any other person(s) authorised by the customer to give instructions on the Bank Account(s);
- in the case of a sole trader or professional practitioner, the customer who has the Bank Account(s) and any other person(s) authorised by the customer to give instructions on the Bank Account(s);
- in the case of a club, society or unincorporated body, any official and any other person(s) authorised by the customer to give instructions on the Bank Account(s);
- in the case of a trust, any trustee and any other person authorised by the trustees to give instructions on the Bank Account(s).

## 2 ELIGIBILITY

- 2.1 HBZ Web Banking is available to all existing and new customers of the Bank only whilst this service is offered by the Bank. The Bank may modify, withdraw or suspend provision of HBZ Web Banking at any time, but the Bank will give prior notice before doing so.
- 2.2 The HBZ App is (or will be) available to all existing and new customers of the Bank only whilst this service is offered by the Bank. The Bank may modify, withdraw or suspend provision of the HBZ App at any time, but the Bank will give prior notice before doing so.

## 3 HOW TO APPLY TO USE HBZ INTERNET BANKING:

- 3.1 If you are a new customer of the Bank, in order to apply to access HBZ Internet Banking, you must indicate that you would like to use HBZ Internet Banking in your Account Opening Form.
- 3.2 If you are an existing customer of the Bank, in order to apply to access HBZ Internet Banking, you must complete, sign and submit an Internet Banking Application Form to us.
- 3.3 In both the Account Opening Form and the Internet Banking Application Form, you will be asked to provide us with a mobile number and an email address. You will not be granted access to HBZ Internet Banking unless you provide this information to us.

## 4 HOW TO ACCESS HBZ WEB BANKING AND THE HBZ APP

- 4.1 HBZ Internet Banking can be accessed through the Website or via the HBZ App.
- 4.2 You can download the HBZ App from Google Play Store or the Apple App Store.

4.3 The HBZ App can be downloaded and used on a mobile device running an operating system which supports the HBZ App, from which you can access the internet. You are responsible for ensuring that your device is capable of operating the HBZ App (which we will update from time to time).

4.4 You will not be able to, and are not permitted to, access HBZ Web Banking via the Website if you are using any system which does not support the use of the HBZ Web Banking.

4.5 When you download the HBZ App for the first time you will be prompted to input an OTP and reconfirm your agreement to these Terms (as amended from time to time).

4.6 By using HBZ Internet Banking, you confirm your continued agreement to these Terms. If the Bank updates these Terms, you will be notified. You must not use HBZ Web Banking or the HBZ App if you do not agree to these Terms or to any updates of these Terms from time to time, and you confirm your agreement to these Terms (as updated from time to time) by using any part of HBZ Internet Banking.

4.7 We may send you messages about your Bank Account via HBZ Web Banking/HBZ App. You should therefore read any new e-messages we have sent you each time you log on to HBZ Web Banking/HBZ App.

4.8 Updates to the HBZ App may be issued periodically through the supplying app store. For some devices, updates will be downloaded automatically. If this does not happen, you will need to download the update yourself. Depending on the update, you may not be able to use the HBZ App until the latest version has been downloaded. To make sure you always have access to the HBZ App, and to keep your account secure, you should keep your HBZ App updated.

4.9 We may prevent access to HBZ Internet Banking if you're using an outdated browser or are using a version of an app we no longer support. HBZ Internet Banking functionality may also be affected by your browser settings. You can restore your access by updating to the latest version of the browser or app, or by reinstating settings that have been disabled.

4.10 If you use both HBZ Web Banking and the HBZ App, you will have the same username and password for both services.

## 5 HBZ WEB BANKING AND THE HBZ APP

5.1 Subject to the applicable procedures (such as our requirements of the use of any Secure Key or Authenticator, if required by us from time to time), through HBZ Web Banking and the HBZ App you can:

5.1.1 Check the balance and available balance on your Bank Account;

5.1.2 View recent transactions;

5.1.3 View your statements;

5.1.4 Make transfers between your Bank Accounts;

5.1.5 Make payments from your Bank Accounts, either to third parties who have accounts with us or with another bank; and

5.1.6 Carry out any other additional service(s) that we currently provide and which we may provide in the future.

- 5.2 Depending on your operating system or the device that you use to access the HBZ App, you may not have access to all of the services provided within the HBZ App

## 6 USE OF THE HBZ APP

- 6.1 You are eligible to download and use the HBZ App if you are registered for HBZ Web Banking and for receiving OTP.
- 6.2 You can log into the HBZ App by following the on-screen instructions and prompts, using the same Login Name and Password you use for HBZ Web Banking. The HBZ App also offers the ability to log in with fingerprint ID and facial recognition, if the hardware and software capabilities of your mobile phone/device allows this.
- 6.3 You should read any new e-messages we have sent you each time you log on to the HBZ App.
- 6.4 You must not:
- 6.4.1 Copy or reproduce all or any part of the HBZ App;
  - 6.4.2 Alter, modify or adapt all or any part of the HBZ App; and/or
  - 6.4.3 Carry out reverse engineering of the HBZ App.

## 7 AUTHORITY

- 7.1 You authorise us to accept and act on any instructions given by you or by anyone acting on your behalf through HBZ Web Banking and/or through the HBZ App, including any instruction to make payments to and from your Bank Account(s).
- 7.2 If you have a joint Bank Account which is operated singly or any / survivor (i.e. any one of the Bank Account holders and/or signatories (in case of a company account) can give us instructions separately) then we will act on the **instructions of any one of you** but you are each responsible for all transactions carried out through HBZ Internet Banking and for the payment of any liability which arises on your Bank Account. If you have a joint Bank Account which is operated jointly, then we will act on the instructions of both of the Bank Account holders and/or signatories (in case of a business account) and you shall each be responsible for all transactions carried out through HBZ Internet Banking and for the payment of any liability which arises on your Bank Account.
- 7.3 In the case of business accounts, we will act on the instructions of the authorised signatory(ies) as provided in the bank mandate given by the company to us.
- 7.4 If you request for an additional login for your account through HBZ Web Banking, you are responsible for all instructions given through HBZ Internet Banking, by you or anyone acting with your authority.

## 8 TRANSACTIONS MADE THROUGH HBZ INTERNET BANKING

- 8.1 We currently offer the ability to transfer and/or make payment of funds via HBZ Internet Banking. We may at our discretion stop providing such functionalities, and we may stop providing HBZ Web Banking/HBZ App in its entirety. If we do so, we will give you notice. If we stop providing certain features or functionalities within HBZ Web Banking/

HBZ App, or if we stop providing HBZ Web Banking/HBZ App in its entirety, then the following clauses will only continue to apply to the extent that we continue providing the described services and procedures through HBZ Web Banking/HBZ App.

- 8.2 In order to make a transfer and/or payment of funds via HBZ Web Banking, and if you are an existing customer of HBZ Web Banking, prior to logging in you may currently be required to obtain a Secure Key from us (but we will change this process shortly). We are not obliged to require your use of a Secure Key, and we may not require you to use a Secure Key, and we can stop use of the Secure Key at any time by giving you prior notice. If (during the time that we require use of the Secure Key functionality) we do require your use of a Secure Key, then your use of any Secure Key will be your agreement for us to make the transfer or payment and we shall debit your applicable Bank Account. New customers of HBZ Web Banking will not be able to use a Secure Key and will be required to generate the authenticator code through the use of HBZ App.
- 8.3 You authorise us to accept and act on your instructions and to pay to and from your Bank Account(s) the amounts involved when any transaction has been authenticated by you.
- 8.4 We will change the procedure for making transfers and/or payment of funds via HBZ Web Banking shortly. For example, we will require use of an Authenticator in order to make transfers and/or pay funds via HBZ Web Banking, rather than sending you a Secure Key. In such circumstances, you shall comply with our requirements for use of the alternative provisions (such as use of the Authenticator). The Authenticator is, or shall be, accessed through the HBZ App. Use of the Authenticator will be your agreement for us to make the transfer or payment and we shall debit your applicable Bank Account. You authorise us to accept and act on your instructions and to pay to and from your Bank Account(s) the amounts involved when any transaction has been authenticated by you.
- 8.5 If you wish to make any transfers or make a payment through the HBZ App, you will be required to follow our security processes. The type of security process(es) that the HBZ App requires will depend on your login status and we may change these security processes over time. For example, we may require a security measure be taken (such as by way of the Authenticator or through an OTP) for the first transfer/payment you undertake during a login session, with further security measures not being required for additional payments which are processed during that same login session. All security measures as required by the HBZ App must be followed.
- 8.6 You can login to HBZ Web Banking without a Secure Key or Authenticator, however you will not be permitted to make any payments or transfers and you will only be permitted to view the balance on your Bank Account(s) and view your statements.
- 8.7 Before you request a transfer or payment of funds, you must ensure that the cleared balance in the Bank Account from which you wish to make the transfer/payment is and will be sufficient to cover the transfer/payment and any associated costs.
- 8.8 You have a daily online limit depending on your account type (Sirat Business). Please check with your Branch or Relationship Manager for further information on your daily online limit.

- 8.9 If we are unable to act on your instructions made through HBZ Web Banking or the HBZ App, then (unless there are security and/or legal reasons) we will endeavour to inform you by telephone or email and, where possible, give our reasons for doing so. We will not be required to inform you where we cannot act on your instructions due to insufficient funds. You can also obtain such information by visiting your Branch in person or by telephone, unless there are security and/or legal reasons which prevent your Branch or our internet banking customer service centre from providing you with this information.
- 8.10 When using HBZ Web Banking and/or the HBZ App to make transactions on your Bank Account, you agree and acknowledge that:
- 8.10.1 by clicking the "Process" button when making a transfer/payment via HBZ Internet Banking (whether through the Website or the HBZ App), you consent to us making the transfer or payment and we will therefore process the payment on your behalf;
- 8.10.2 your Bank Account may be debited immediately on submitting a request for a transfer/payment of funds;
- 8.10.3 if your transfer/payment request is accepted by us then we shall endeavour to process such request on the same day that it is made provided such request is received (subject to clause 8.10.4 below) by us before the applicable cut-off time on a Business Day or if it is received after the applicable cut-off time then on the next Business Day. Cut-off times may differ depending on the currency of the transfer/payment, details of which are available from your Branch;
- 8.10.4 any request for a transfer/payment will be deemed to have been received for processing by us at such date and time as that stated by our banking processing system which will not necessarily be the same as the time and date on which you actually sent such request. In the event of any dispute the date and time in our banking processing system shall be considered as conclusive. As an example, if you send a request a few minutes before an applicable cut-off time but our banking processing system shows that the request was received (for any reason) after the cut-off time, then the request will not be processed until the next Business Day;
- 8.10.5 we may refuse to process or delay processing any transfer/payment if it would violate any guideline, rule, policy or regulation of any government authority or funds transfer system;
- 8.10.6 where any transfer/payment is to be made from a Bank Account denominated in one currency to an account denominated in another currency then it shall be subject to conversion at our Exchange Rates for such currencies on the Business Day when the request was processed by us and not the Business Day on which the request was made or received. Foreign exchange rates displayed on the Website are indicative rates only;
- 8.10.7 we shall charge and you agree to pay any charges as set out in our Tariff Book which apply when you use HBZ Internet Banking or any part of it; and
- 8.10.8 we may, in our absolute discretion, select the method/channel by which we make any transfer of funds to a third party, including, for example, method of payment and the identity of any correspondent bank(s) (as appropriate). You agree to not hold us responsible for any mistake or omission caused by or due to the method/channel selected by us, and/or any correspondent bank.
- ## 9 SECURITY
- 9.1 We will ask you to confirm your login details and authentication (as applicable) when you log on and before we accept certain instructions you give us through HBZ Web Banking and/or the HBZ App. We may also rely on some of the security functions on the devices you use when you access Internet Banking, such as location data and biometric tools. From time to time we may apply additional security checks to help confirm your identity.
- 9.2 You must keep all Security Procedures secret and take all reasonable precautions to keep them safe and to prevent unauthorised or fraudulent use of them.
- 9.3 You must not disclose the Security Procedures to any other person or record the Security Procedures in any way that may result in them becoming known to another person.
- 9.4 You acknowledge that after you receive confirmation details when you are first granted access to HBZ Web Banking and/or the HBZ App, we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your Security Procedures in full. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine) then it is likely to be fraudulent and you must not supply your Security Procedures to them in any circumstances. You should report any such requests to us by contacting your Branch immediately. If you are unable to get in touch with your Branch e.g. outside Business hours then you must phone our Helpline on 0800 6 444 429 if are in the United Kingdom OR if you are abroad on +44 207 1 184 429. If you fail to do so, you will be liable for any unauthorised payments on your Bank Account confirmed by use of the Security Procedures.
- 9.5 For security purposes, always use the latest version of the HBZ App.
- 9.6 Where an unauthorised transaction occurs on a Bank Account, subject to clause 9.8 and 9.9, you will not be liable for that transaction provided the unauthorised transaction was not caused as result of you acting fraudulently or acting with intent or acting with gross negligence or not acting in accordance with these Terms (which expressly includes, but is not limited to, failing to notify us if you know or suspect someone else knows your Security Procedures or has used or tried to use your security details).
- 9.7 Where an unauthorised transaction occurs on a Bank Account as a result of the Security Procedures being lost or stolen, you may be liable for up to a maximum of £35 unless (i) the loss or theft of the Security Procedures was not detectable by you prior to the payment (unless you acted fraudulently) or (ii) the loss of the Security Procedures was caused by our act or omission.
- 9.8 If you suspect that someone knows or may know your Security Procedures then you must contact us immediately. If you fail to do so, you may be liable for some or all of any

unauthorised payments on your Bank Account confirmed by use of the Security Procedures.

- 9.9 Subject to clause 9.7 above, you will be responsible for all instructions given by you or anyone acting with your authority between the time you log onto HBZ Web Banking and/or the HBZ App, and the time you exit from HBZ Web Banking and/or the HBZ App. In your own interests, you should not leave the device you are using to access HBZ Web Banking and/or the HBZ App unattended while you are still logged into HBZ Web Banking and/or the HBZ App
- 9.10 Notwithstanding anything stated elsewhere in these Terms and despite correct use of your Login Name and Password, we shall be entitled in our sole discretion (but shall not be obliged) to seek additional written or other confirmation from you of any instruction, transaction or activity as we may deem fit.
- 9.11 We may refuse access to your Bank Account through HBZ Web Banking and/or the HBZ App if we suspect that an unauthorised person is attempting to log into your Bank Account or if incorrect security details are used in attempting to log in.
- 9.12 You must change any one or more of the Security Procedures if we ask you to.
- 9.13 You must give us all the information you have regarding unauthorised access to your Bank Account to enable us to investigate the matter and you will cooperate with us and any legal authority including the police in any investigation.
- 9.14 We may use other procedures, software and technology to help us identify you, and to detect any malware (such as viruses, worms, trojans and other malicious software) on the computer or device you use to access HBZ Web Banking and/or the HBZ App. If we detect these things, we may suspend, restrict or block your access to HBZ Web Banking and/or the HBZ App or the use of your security details. If this happens, you may not be able to access some or all of these services again until you have removed the viruses or malware.
- 9.15 If your mobile device(s) which you use to access the HBZ App support fingerprint, biometric or face ID logins, you must only activate these features on your device(s) if you do not allow any other persons to use that mobile/device or if you are confident that no other persons will be able to log into your Bank Account(s) via HBZ App. All transactions authorised via the HBZ App will be deemed to have been authorised by you, so you need to ensure (and you have responsibility for ensuring) that no other persons will be able to log into HBZ App with their own fingerprint, biometric or face ID logins.
- 9.16 Only install the HBZ App on properly supported mobile devices. Never install the HBZ App on mobile devices which have been jail-broken or rooted, as these mobile devices are less secure and may compromise security of your Bank Account.

## 10 YOUR CONTACT DETAILS AND CONTACTING YOU

- 10.1 You must tell us if your mobile phone number changes or if your phone is lost or stolen. If you don't tell us:
- 10.1.1 we'll continue sending alerts to your old device or number until you tell us; and
- 10.1.2 we won't be liable for any loss you suffer if someone else finds out your Bank Account information.

- 10.2 Please remember that in any event you are responsible for checking your statements to ensure the accuracy of your balance and to check payments made from, or received into, your Bank Account.
- 10.3 If your account details or any other information about you changes, tell us straight away. We have no responsibility for you not receiving communications from the Bank as a result of you failing to let us know about any changes to your contact details.

## 11 LIABILITY

- 11.1 We do not guarantee that HBZ Web Banking or the HBZ App will operate uninterrupted free of error or that they are free of computer viruses or any other contaminating computer program.
- 11.2 We are not responsible if we do not comply with any of these Terms:
- 11.2.1 Due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- 11.2.2 Where our failure to comply is due to our obligations under European or national law.

## 12 ACCURACY OF MOBILE ALERTS

- 12.1 We will use reasonable endeavours to ensure that the mobile alerts you receive are accurate when our systems create them. However, the details of funds available in your accounts and the status of any other information provided may change before and after you receive them.
- 12.2 We cannot guarantee the availability or successful delivery of mobile alerts. We're not responsible for any loss, cost or charge you incur if mobile alerts are unavailable at any time, or you don't receive an alert promptly or at all – for example, if your mobile device is switched off or lacks signal or data connectivity.
- 12.3 There may be a delay before your transactions appear in your Bank Account(s).

## 13 TRANSACTION ALERT SERVICE

- 13.1 If you wish to subscribe to GSM Service to receive various transactions alerts on your Bank Account then you will need to indicate your wish to do so by ticking the relevant box/es in the Account Opening Form (for new customers) or GSM Application Form (for existing customers) by duly completing and signing the relevant form to us. If your application is accepted then, subject to the terms and conditions of the GSM Service (as contained in the General Banking Terms and Conditions), you will automatically receive text messages with the information you have requested on the mobile number specified by you within the relevant form.
- 13.2 Please refer to the clause headed "GSM service subscription" for more details.

## 14. DATA PROTECTION

- 14.1 Please refer to clause headed "Privacy and data protection" for details of the applicable data protection provisions.

## 15. SUSPENSION AND TERMINATION OF THE HBZ INTERNET BANKING

- 15.1 Subject to the other provisions of these Terms, the Bank may terminate your use of HBZ Web Banking and/or the HBZ App at any time by giving you not less than thirty (30) calendar days' notice by post or email.
- 15.2 The Bank may suspend, withdraw or restrict your use of HBZ Web Banking and/or the HBZ App where:
- 15.2.1 we have concerns about the security of the HBZ Web Banking and/or the HBZ App service
  - 15.2.2 we have to comply with legal obligations
  - 15.2.3 we have reasonable grounds to suspect that the Security Procedures have not been kept safe or have been compromised in any way; or
  - 15.2.4 we have reasonable grounds to suspect unauthorised or fraudulent use of the Security Procedures; or
  - 15.2.5 for maintenance, updates and/or other operational reasons.
- 15.3 We will usually give you advance notice of any suspension and tell you why. However, we will not do so if this would compromise our reasonable security measures or if there are any legal/fraud/AML or any other regulatory reasons or requirements for not doing so. Occasionally we may not be able to contact you to give you advance notice.
- 15.4 If you have entered incorrect log in details on several occasions we will suspend your access to the HBZ Web Banking and/or HBZ App. If this happens, you should contact your Branch or on the contact details given on our website.
- 15.5 Your access to HBZ Web Banking and/or the HBZ App will automatically terminate should you close all of your Bank Accounts.
- 15.6 You may terminate your access to HBZ Web Banking and/or the HBZ App at any time by giving the branch where you hold your Bank Account notice by post or e-mail, and we will terminate such access as soon as possible. You should also delete the HBZ App from your mobile device.
- 15.7 We can terminate your access to any part of, or all of, HBZ Internet Banking immediately in the following situations:
- 15.7.1 if you have seriously or persistently broken any of these Terms including where;
  - 15.7.2 you are, or we reasonably suspect you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
  - 15.7.3 your Bank Accounts are, or we reasonably suspect are, being used for an illegal purpose;
  - 15.7.4 you are, or we reasonably suspect you may be, acting fraudulently;
  - 15.7.5 you act in an unacceptable way, for example you act in a threatening or violent manner towards staff;
  - 15.7.6 you were not entitled to download the HBZ App;
  - 15.7.7 we have demanded that you repay an overdrawn balance on your Bank Accounts to us and you fail to do so;
  - 15.7.8 we have reasonable grounds to suspect that your Security Procedures have not been kept safe;
  - 15.7.9 we have reasonable grounds for believing you have committed or are about to commit a crime in connection with your Bank Accounts;
  - 15.7.10 you have not satisfied any anti-money laundering requirements and/or any of our policies and procedures;
  - 15.7.11 there has been or we suspect there has been fraud involving any of your Bank Accounts or any transactions on any of your Bank Accounts;
  - 15.7.12 if there has been or we suspect there has been suspicious activity on your Bank Accounts; or
  - 15.7.13 we have reasonable grounds to suspect unauthorised or fraudulent use of your Security Procedures.
  - 15.7.14 We may suspend, withdraw or restrict the use of your Internet Banking in case of a dispute e.g. if we become aware of a dispute between joint account holders that means the account cannot be used till the dispute is resolved. Please refer to the clause headed "Operating and using your account" for more details on dispute between the account holders.
- 15.8 We can terminate your licence to use the HBZ App immediately in the following situations:
- 15.8.1 if the HBZ App is withdrawn by the manufacturer of your mobile device operating system or, any intermediary;
  - 15.8.2 if we stop supporting the HBZ App on your mobile device or the operating system it runs;
  - 15.8.3 if you stop holding any account, product or service in respect of which the HBZ App may be used; or
  - 15.8.4 if we reasonably consider that by continuing the contract we may break a law, regulation, code, court order or other duty or we, may be exposed to any action or censure from any government, regulator or law enforcement agency or to any reputational or other risk (in our sole opinion).
- 15.9 We will notify you immediately after we have terminated your access to any part of, or all of, HBZ Internet Banking. This can include text, a message when you log onto the HBZ App, by post, by email, by secure e-message, by a message on your statement, or in any other way that will be sent to you individually.
- 15.10 We may end your licence to use the HBZ App and/or HBZ Web Banking for any other reason by giving you at least two (2) months' notice.
- 15.11 Upon termination your licence to use the HBZ App for any reason:

- 15.11.1 you must immediately remove the HBZ App from your mobile device;
  - 15.11.2 you must destroy all copies of the HBZ App including all components of it in your possession; and
  - 15.11.3 all rights you have in respect of the HBZ App will immediately end.
- 15.12 You must delete the HBZ App from your mobile device if you change your mobile device or dispose of it.

## 16 CHANGES TO THESE TERMS

- 16.1 We may change these Terms (including, but not limited to, introducing new charges and changing the types of payments you can make using HBZ Internet Banking for any reason. We will tell you about the changes by post, by email, by secure e-message, or by placing details of the change within HBZ Internet Banking. If we need to change anything about HBZ Internet Banking, we'll tell you about the change in advance (if it negatively affects how you use HBZ Internet Banking) or we'll tell you after we make the change (if it benefits you or doesn't affect how you use HBZ Internet Banking). We'll send you a text or alert or display a message about the change when you next use HBZ Internet Banking or log into our website. If there's anything we need you to agree we might ask you to read and accept a message on your screen to continue using HBZ Internet Banking.
- 16.2 From time to time, we may update the HBZ App through the App store. Depending on what the update is, you may not be able to use the HBZ App until you've installed the latest version and accepted the new information about it. Make sure any mobile device you use to access the HBZ App complies with the standards and requirements we tell you about from time to time.

## 17 COMPLAINTS

- 17.1 Please refer to clause headed "Complaint Handling and Redress" for details of our complaint handling policies and procedures.

## 18 RESPONSIBILITIES AND AVAILABILITY OF SERVICE

- 18.1 While we make reasonable efforts to provide HBZ Web Banking and the HBZ App we will not be liable for any failure to provide the HBZ Web Banking and HBZ App, in part or in full, due to abnormal and/or unforeseen circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary. This includes any phone network failures (including internet connectivity problems) or, in the case of mobile networks, where you are not in an area of mobile coverage.
- 18.2 The HBZ App is provided "as is" with no representation, guarantee or agreement of any kind as to its functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device. We are not responsible for any loss you may incur as a result of this.
- 18.3 Certain services use information about your physical location sent from your mobile device (e.g., GPS signals). If you use these services, you consent to us, our partners and licensees, accessing, monitoring, transmitting, collecting, maintaining, disclosing, processing and using your location data to enable

us to provide the relevant functionality of, and information within, HBZ Internet Banking.

## 19 COOKIES

- 19.1 The HBZ Web Banking and HBZ App uses cookies and similar technologies ("cookies"). These cookies help the HBZ Web Banking and HBZ App to work and collect information about how you use the HBZ Web Banking and HBZ App to enable us to improve it. We also use cookies to check that it's you when you're using the HBZ Web Banking and HBZ App and to help us to detect and prevent fraud.
- 19.2 You can manage how the HBZ Web Banking and HBZ App accesses your device or information using your privacy settings. We need to use certain cookies in order for the HBZ Web Banking and HBZ App to work, but if you uninstall the HBZ App or web browser we will no longer collect any information from your device. Any data collected before you uninstall the app will be retained in accordance with our data privacy notice.
- 19.3 For more detailed information about cookies and how they're used on the web browser and HBZ App, visit our Cookies Notice page.

## 20 OPEN BANKING

- 20.1 You may use third party providers who offer account information services or payment initiation services (or both) so long as:
- 20.1.1 they're authorised by law;
  - 20.1.2 they're open and transparent about their identity; and
  - 20.1.3 they're acting in line with the relevant regulatory requirements.
- 20.2 they're acting in line with the relevant regulatory requirements.
- 20.3 If you are resident in certain non-UK jurisdictions (e.g. the Channel Islands and the Isle of Man), local laws may not permit the use of third party account information and payment initiation service providers. We will not be liable for any loss that you suffer if you breach local laws by using a third party provider.

## 21 LOCAL LAWS

- 21.1 Make sure you obey any laws that apply to you in any place you use HBZ Web Banking and the HBZ App.
- 21.2 You should be able to view information or perform transactions on your Bank Accounts if you use HBZ Web Banking and the HBZ App in a country outside the UK.
- 21.3 If you want to use HBZ Web Banking and the HBZ App in a country outside the UK, you are responsible for ensuring that such use is lawful in that country and for complying with local laws. We're not responsible for any loss that results if you break local laws.

## 22 MISCELLANEOUS PROVISIONS

- 22.1 You shall be liable for and pay such charges as are stated in our Tariff Book.

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- 22.2 If any part of these Terms becomes invalid, illegal or unenforceable, this will not affect the validity of the remaining Terms.
- 22.3 If we allow you some extra time to meet your obligations in these Terms or do not use some of our rights, this does not mean that we will do so again.
- 22.4 We can transfer all or some of our rights under these Terms to someone else. You cannot transfer any of your rights and obligations under these Terms to anyone else.
- 22.5 These Terms shall be governed by English law and the English courts will have exclusive jurisdiction to settle any disputes arising from them.

**23 THE DATA PROTECTION PROVISIONS CONTAINED IN CLAUSE 27 OF THE TERMS WILL APPLY EQUALLY TO THE HBZ INTERNET BANKING SERVICES AND GSM SERVICES.**

**24 GSM SERVICE SUBSCRIPTION**

- 24.1 This paragraph contains the Terms on which we will provide to you the GSM Services and will apply to you if you have requested GSM Services from us by option for the GSM Service in the Account Opening Form and we have agreed that you receive the GSM Services
- 24.2 You will receive the GSM Services to the mobile telephone number detailed in your Account Opening Form.
- 24.3 We will not be responsible for any Account information being disclosed as a result of you providing us with an incorrect phone number or as a result of you misplacing your mobile phone.
- 24.4 We will not be held responsible for any network failure/error by your mobile phone service provider.
- 24.5 You understand that message will not be delivered if your mobile phone is switched-off for an extended period.
- 24.6 You understand that the GSM Service may be discontinued by us at our discretion at any time, however we will provide you with prior notification before discontinuing the GSM Service.
- 24.7 In consideration for providing the GSM Services, you agree to pay such charges as contained in our Tariff Book for messages sent by us which we will collect by debiting your Account periodically.



## Schedule 3: Terms and Conditions for e-statements and opting to stop paper statements (for e-statement clients only)

- 1 If you select to receive electronic statements in the Account Opening Form, the terms contained in this Schedule 3 will apply to you.
- 2 If we accept your request, we will provide you with electronic statements about your Accounts (as per the frequency specified by you in the Account Opening Form) ("e-statements") to the email address stated in the Account Opening Form ("Designated Email Address").
- 3 All email and e-statements will be sent to the Designated Email Address for your next or subsequent statement and from that point forward you and any other Account holders will no longer be sent paper statements.
- 4 We shall be deemed to have delivered an e-statement to you upon the email being sent to the Designated Email Address. It shall be your responsibility to ensure that the Designated Email Address is capable of receiving emails.
- 5 E-statements will be sent with the same frequency as your paper statements were sent, unless otherwise specified. Please note that if you request weekly or fortnightly statements, you will not receive monthly consolidated e-statements.
- 6 Where the Account is a jointly-operated Account, all Account holders must elect to receive e-statements in the Account Opening Form.
- 7 We have the right, at our sole discretion, to refuse to provide you with e-statements or to stop the e-statement service at any time without any prior notice to you and in such event you will receive only paper statements.
- 8 If you require a paper statement in addition to an e-statement, this may be provided subject to the payment of any applicable fees stated in our Tariff Book (which is displayed in our Branches, Website and is available on request).
- 9 From time to time we may advertise our products and services through the e-Statement service.
- 10 You may terminate the e-statement service at any time by sending a written request to us and in such case, we will send your statements in paper format to the last mailing address for statements appearing in our records.
- 11 You shall take all the necessary security measures and precautions to ensure that the Designated Email Address cannot be and is not accessed by unauthorised party.
- 12 Each email and e-statement is provided to you entirely at your sole risk and in case of disclosure (however caused) of any email and/or e-Statement, we shall not be liable to you for any direct, indirect, special, incidental and/or consequential loss or damage which may arise in respect of any disclosure and/or delivery of any email and/or e-statement through the Designated Email Address.
- 13 We shall not be liable in any manner for any disruption, unavailability of the e-statement service, communication, electrical or network failure that may result in any email and/ or e-statement being incomplete, unavailable or delayed in transmission. Should an event listed in this paragraph occur, you will be able to obtain Account information by requesting a paper statement or over the telephone.
- 14 You acknowledge that (i) the use of and the transmission of information via email and/or internet is not guaranteed to be secure and/or confidential and (ii) the information transmitted may be disrupted, interrupted, delayed or incorrect. You shall not hold us responsible for any errors, viruses, delay, inaccuracy, losses, damages whatsoever arising from or in connection with your use of the e-statement service (included but not limited to any interception, modification or amendment, disruption, interruption, delay or inaccuracy of e-mails (including any attachments) or internet transmission or other communication equipment or facilities). For the avoidance of doubt, it is agreed that we shall not responsible for any losses or damages suffered whether direct, indirect, consequential, or special loss, even if we have been advised of the same.
- 15 In the event of a conflict between the terms of this Schedule 3 and the main Terms, then, apart from clause 26.4 in the Terms, the terms of this Schedule 3 shall prevail.

## Schedule 4: Terms and Conditions for Business Debit Cards

The terms contained in this Schedule 4 ("Special Terms") apply to Personal Debit Cards issued by us. They govern your relationship with us in respect of our Debit Cards and create a contractual relationship, which affects your legal position. They contain important information regarding the services that we will provide to you. You should read them carefully and retain them for future reference. Please let us know if you would like an explanation of the meaning of anything contained within these Special Terms. Additional copies are available on request. These Special Terms are also available on our Website [www.habibbank.com/](http://www.habibbank.com/)

In the event of a conflict between the terms of this Schedule 4 and the main Terms, then, apart from clause 26.4 in the Terms, the terms of this Schedule 4 shall prevail.

If we offer a Debit Card on your Account and if you choose to apply for a Debit Card, these Special Terms contained in this Schedule 4 will apply to you.

**1 The debit card may be used in the United Kingdom and abroad for direct debit transactions carried out at Merchants who accept "Visa" and at ATM's, which carry the "Visa" logo. You should carefully read through these Special Terms.**

**2 By signing the debit card application form you agree that you, and each Authorised Cardholder have received, read and agree to be legally bound by these Terms and shall use the debit card in accordance with these Terms. If you do not agree to these Terms, then you and each Authorised Cardholder must not use the debit card. Please check these Terms periodically for changes. Your and each Authorised Cardholder's continued use of the debit card service following the notification of any change(s) (either by post or on our Website) to these Terms constitutes acceptance of those changes.**

### 3 DEFINITIONS

In this Schedule (in addition to the Definitions contained in clause 2 of the Terms):

- 3.1 **"Account"** means your current Account with us to which Transactions are debited;
- 3.2 **"Authorised Cardholder"** means any of your authorised signatories to the Account to whom, at your request, a Card is issued and you, as the context admits.
- 3.3 **"ATM"** means automated teller machine;
- 3.4 **"Business"** means any body corporate or unincorporated, sole trader or partnership in whose name an Account is maintained by us and named in the application form for the Account and where the Business (not being a body corporate) consists of two or more persons, then this definition means all or any of them and the liability of such persons will be joint and several
- 3.5 **"Card"** means any debit card which displays the Visa Debit logo we provide, at your request, to you or any Authorised Cardholder for use on the Account and which you or any Authorised Cardholder can use to make purchases from retailers or suppliers of services and which also allows cash machine access to your Account;

- 3.6 **"Cash Back"** means a cash withdrawal transaction conducted at a participating Merchant using your Card;
- 3.7 **"GCAS"** means Visa Global Customer Assistance Service;
- 3.8 **"HBZ GSM Service"** means our service whereby we will send you or any Authorised Cardholder a text message (SMS) to the mobile number stated in the business debit card application form when any Transaction or activity takes place on your Card;
- 3.9 **"Internet Transaction"** transaction conducted over the Internet using your Card;
- 3.10 **"Merchant"** means a retailer or supplier of a good and/or service;
- 3.11 **"Phone Transaction"** transaction conducted over the phone using your Card;
- 3.12 **"PIN"** means the personal identification number you use with your Card;
- 3.13 **"Spending Limit"** maximum allowable amount that can be spent using your Card on a daily basis;
- 3.14 **"Transaction"** means any payment made or cash withdrawn by you using the Card, or Card number or PIN;
- 3.15 **"VbV"** means Verified by VISA. This secure service provides online authentication when purchasing goods and services from VbV enabled retailers over the Internet.
- 3.16 **"One Time Password"** means the one time password that is randomly generated and sent to the mobile number or email address you provided when you applied for the Card.
- 3.17 **"you"** and **"your"** means the Business named in the application form for a business debit card and/or any Authorised Cardholder, as the context admits.

### 4 LOSS OR MISUSE OF YOUR DEBIT CARD

- 4.1 If the Card is lost or stolen, or you suspect that someone knows the PIN:
- If you are in the United Kingdom - you must phone our Card Services Helpline on the telephone number mentioned on the back of the Card - 0800 6 444 429, or contact your Branch. Card Services Helpline is available 24 hours.
- OR
- If you are abroad – either call us on – +44 207 1 184 429 - OR report the loss through Visa Global Customer Assistance Service (GCAS) help-lines in the relevant country. In case you use GCAS then any fees for the same may be charged to your Account. Please visit Visa's website for further information <https://www.visaeurope.com/lost-your-card>
- OR
- You can visit our Website ([www.habibbank.com](http://www.habibbank.com)) and follow the links to report the loss etc.

## 5 ELIGIBILITY FOR A CARD

5.1 A Business is eligible to apply for a Card for use by one or more of its authorised signatory(ies) to the Account by completing the relevant application form and documentation required by us and providing such information and documentation as we may request in compliance with our policies and procedures. It is clarified that you cannot apply for a Card for a person who is not an authorised signatory to the Account.

5.2 A Card may be issued at our sole discretion.

## 6 THE CARDHOLDER'S OBLIGATIONS

6.1 We may issue a Card (and related PIN) for use by you and any Authorised Cardholder. If we agree to do this, you are each/all responsible for ensuring that you comply with these Special Terms.

6.2 You agree and authorise us to debit from your Account all amounts arising from any Transactions carried out by you and/or any Authorised Cardholder and/or incurred by us in connection with the use of the Card, including those charged to the Account after any Card has been returned to us.

6.3 You agree to the HBZ GSM Service. This ensures that you and/ or the Authorised Cardholder receive a text message alert whenever a Transaction is executed using the Card.

6.4 You must ensure and arrange that each Authorised Cardholder shall:

6.4.1 sign the back of their Card as soon as it is received;

6.4.2 on receipt of a PIN, to memorise the number and then destroy the letter on which the PIN is printed;

6.4.3 keep the PIN secret and not let anyone else know it, or use it;

6.4.4 keep the Card secure at all times and not allow any other person to use it;

6.4.5 never write the PIN on the Card or on anything, which is ever kept with the Card;

6.4.6 be aware of and comply with these Special Terms and any other requirements we may advise you and as applicable to you as a cardholder. In particular you must not allow anyone else to use the Card, Card details or PIN and must always keep the Card safe;

6.4.7 follow any instructions we give in connection with the safekeeping of a Card, Card details and PIN; and

6.4.8 ensure that neither a Card nor the Card details are used for any illegal purpose.

6.5 Failure to follow the above procedures may affect your liability for unauthorised payments.

6.6 A new Card will be sent to the Authorised Cardholder (stated in the application form) at the current correspondence address we hold for the Business. The Card will only become valid and operational after the Authorised Cardholder follows the procedures set out in the letter(s) we send with the new Card, for example, by calling the number mentioned on the sticker on the Card and satisfying our security procedures. The Authorised Cardholder will receive a text message indicating the Card is active and ready for use.

6.7 You must not, and should ensure that each Authorised Cardholder shall not, use the Card or Card details:

6.7.1 before or after the period for which the Card is valid;

6.7.2 after we have notified you that we have suspended, withdrawn or restricted the use of the Card;

6.7.3 after we have demanded that you return the Card to us, or we (or someone acting for us) have kept your Card;

6.7.4 if we receive notice of the loss, theft or possible misuse of your Card; or

6.7.5 if your Account is closed.

6.8 All Cards remain our property. If we ask for a Card back, you must ensure that it is not used again and you must return it to us immediately, cut in half across the black strip and/or through the smartcard chip.

6.9 A Card is only valid for the time period printed on it. You must ensure that it is not used outside that period.

6.10 We may suspend, withdraw or restrict the use of the Card for any of the following reasons:

6.10.1 we have reasonable grounds to suspect that the Card details have not been kept safe;

6.10.2 we have reasonable grounds to suspect unauthorised or fraudulent use of the Card;

6.10.3 as a result of a change in the way you operate your Account or in your financial circumstances, we have reasonable grounds to believe that you may have difficulty in meeting your commitments;

6.10.4 you and/or any Authorised Cardholder have broken any of these Special Terms;

6.10.5 we have sent you and/or the Authorised Cardholder a replacement Card; or

6.10.6 we consider it appropriate for your protection.

Unless we are unable to contact you or there is a legal reason or other circumstances beyond our control preventing us from doing so, we will tell you before taking this action and provide our reasons for doing so. If we are unable to contact you beforehand, where possible we will tell you and give our reasons afterwards.

6.11 Once a Card has been cancelled you must ensure that you stop using the Card and that it is destroyed by cutting it in half across the black strip and through the smartcard chip.

6.12 When a Card expires, is lost, stolen or is retained or blocked (as stated in condition 7.5 or condition 7.6 below), we may provide you or the Authorised Cardholder with a new Card only after receiving a request from you for issuance of new card.

6.13 Upon receiving a replacement Card you and/or the Authorised Cardholder can change the default PIN at any participating ATM machine within United Kingdom displaying "VISA" logo and following the on screen instructions.

- 6.14 You may from time to time apply for Cards to be issued to new Authorised Cardholders by completing the relevant documentation required by us and providing such information and documentation as we may request in compliance with our policies and procedures.
- 6.15 You may at any time terminate the authority of an Authorised Cardholder to use a Card, for example (without limitation) if they cease to be an authorised signatory to the Account, or an employee or office bearer of the Business. If you terminate the authority of an Authorised Cardholder to use a Card, you must inform us in writing and destroy the Authorised Cardholder's Card by cutting it in half across the black stripe and through the smartcard chip. Until receipt by us such notification you will be liable for any Transactions undertaken by the Authorised Cardholder using the Card.

## 7 TRANSACTIONS USING THE CARD

- 7.1 A Card and PIN can be used to make withdrawals and payments from your Account by means of the various facilities we make available to you. When using a Card for a Transaction, the Transaction will be properly authorised:
  - 7.1.1 by you using the Card together with the PIN, and where appropriate using any "Proceed", "Enter", similar key or instruction. Once the "Proceed", "Enter", similar key or instruction has been used authorisation cannot be withdrawn or reversed; or
  - 7.1.2 by you signing a receipt for the Transaction. If you sign a receipt for the Transaction authorisation cannot be withdrawn once the Merchant or the other party to a counter Transaction has accepted the signed voucher.
- 7.2 If the Card is used to pay for purchases made online then the Transaction may go through VbV authentication process. VbV is a secure service that provides online authentication. Upon the successful completion of VbV authentication process, the Transaction will be properly authorised and cannot be withdrawn or reversed.
- 7.3 You will have to pay for all Transactions charged to the Account by virtue of using the Card (even when the details on the sales voucher are wrong or where no sales voucher is signed) if it is clear that you have authorised the Transaction.
- 7.4 If the Account is in jointly-operated, although each of you may have your own Card, each of you is fully responsible for all Transactions carried out by any Card issued for use on the Account.
- 7.5 If an incorrect PIN is entered at any ATM five times in a row, the Card may be retained by the ATM and subsequently destroyed. In such case you may request us to issue a new Card as stated in condition 6.12 above.
- 7.6 If an incorrect PIN is entered at any "point of sale" terminal five times in a row, the Card will be blocked and you will not be able to use it. In such case you may request us to issue you a new card as stated in condition 6.12 above.
- 7.7 As long as the balance on your Account is sufficient you may use the Card along with the PIN to obtain cash from any ATM/ cash machine bearing "VISA" logo. Withdrawals may be made up to the daily cash withdrawal limit requested by you (as amended from time to time).

- 7.8 You may use the Card in conjunction with the PIN to pay for goods or services from Merchants who display the "Visa" logo shown on the Card.
- 7.9 A "Cash Back" service may be available at the discretion of the Merchant provided the Account is denominated in Pounds Sterling and you are in the United Kingdom.
- 7.10 The Card must not be used for any unlawful purpose, including (without limitation) the purchase of goods or services prohibited by such local law as may be applicable.
- 7.11 We will only debit a Transaction from the Account when we receive a request from the bank of the Merchant. This means there may be a delay between you using the Card to make purchase and the Transaction being debited from your Account. Transactions carried out using the Card will normally be applied to your Account on the same day the Transaction is carried out or on the next Business Day. Transactions conducted after banking hours or on Bank holidays will be reflected in your Account statement on the next Business Day.
- 7.12 When there is a Transaction in a foreign currency on your Account, we will convert it into Pounds Sterling at our then current Exchange Rate plus a foreign currency-loading fee, details of which can be found in our Tariff Book.
- 7.13 Transactions will be shown on the statement we provide or make available for your Account. We highly recommend that you check your statement regularly. If there is an entry, which seems to be wrong or incorrect you must immediately let us know so that we can investigate the transaction(s). Delay in notification may make correcting any error difficult. During the investigation we expect you, and any Authorised Cardholder, to co-operate with us, our advisers and the police, if we need to involve them. In some cases, we will need you to give us confirmation or evidence that a Transaction has not been authorised by you. In addition to checking statements, if you become aware of a Transaction that has not been authorised by you or any Authorised Cardholder, then you and/or any Authorised Cardholder must notify our Customer Contact Centre as soon as possible by telephoning us on the number stated at the back of the Card and in condition 4 above.
- 7.14 You may use the Card (without informing us) to conduct Transactions in the United Kingdom, Switzerland, Canada, South Africa, United Arab Emirates, Hong Kong, Pakistan and Kenya. To enable the Card to conduct Transactions in countries not mentioned above (for example, if going on holiday or business) the you must call our 24 hour Card Services Helpline (0800 6 444 429 from the United Kingdom, or +44 (0) 207 1184 429 from abroad) or visit our Website ([www.habibbank.com](http://www.habibbank.com)) and follow the links.
- 7.15 You will not be able to use the Card to conduct Transactions on the internet and/or the telephone unless you and/or the Authorised Cardholder enable the Card for this service by calling our 24 hour Card Services Helpline (on 0800 6444 429 from the United Kingdom, or +44 (0) 207 1 184 429 from abroad) or by visiting our Website ([www.habibbank.com](http://www.habibbank.com)) and following the links.

## 8 AUTHORISING PAYMENT

- 8.1 Where a Merchant asks us for authorisation before accepting payment by the Card, we may decide not to give authorisation if:

- 8.1.1 the Card has been reported as lost or stolen, or we have reason to suspect it is lost or stolen; or
- 8.1.2 you, and/or any Authorised Cardholder, have broken these Special Terms; or
- 8.1.3 taking account of all other Transactions we have authorised, including those not yet charged to the Account, there are insufficient funds available in the Account.
- 8.2 Once a Transaction has been carried out using the Card, you cannot ask us to stop that Transaction. You will not be able to obtain any refund or reverse a Transaction by calling us. In such cases you should contact the Merchant.

## 9 CHARGES AND LIMITS

- 9.1 Charges and fees will be payable in respect of the Card as detailed in our Tariff Book. These charges may be revised from time to time and details will be available in our Branches and posted on our Website.
- 9.2 We will levy a foreign currency loading fee in respect of every Transaction made in a currency other than the currency in which the Account is denominated. This fee is applied through the Exchange Rate applicable to the conversion of the foreign currency amount at such rate stated in our Tariff Book and will be added to the Exchange Rate.
- 9.3 We will charge to the Account, in addition to the amount of any Transaction, all fees, charges, or other payments payable to us by you in respect of any Transaction or in respect of the Card or its use.
- 9.4 The Card has a daily spending limit (as amended from time to time) as requested in the business debit card application form.

## 10 YOUR ACCOUNT

- 10.1 We provide Cards for you and your Authorised Cardholders so that you/they can operate your Account more conveniently. A Card itself does not give you any form of credit and should not be used for Transactions that will cause the Account to be overdrawn. Please refer to Clause 7.1.5 of the Terms for further information about overdraft on your Account.
- 10.2 We will debit the amount of each Transaction to your Account when we receive it. You will be liable to pay us all amounts so debited. You are also liable to pay all charges.
- 10.3 A Transaction is received by us when we receive the instruction from VISA. For debit Transactions a payment is sent for the account of the Merchant on receipt of the instruction from VISA.

## 11 LIABILITY

- 11.1 If the Card is lost or stolen, or you suspect that someone knows the PIN, you must carry out the instructions set out in condition 4 above "Loss or Misuse of Your Debit Card".
- 11.2 Where the Card or Card details are misused;
  - 11.2.1 unless you, and/or any Authorised Cardholder, have acted fraudulently, you will not be responsible for any losses which results from:

- 11.2.1.1 misuse before your Card came into your and/or any Authorised Cardholder's, possession;
- 11.2.1.2 misuse after you, and/or any Authorised Cardholder, have told us that your Card is lost or stolen or that someone else knows your PIN; or
- 11.2.1.3 someone else uses the Card details without your authority to make a payment where the cardholder does not need to be present.
- 11.3 In other circumstances, you will be responsible for:
  - 11.3.1 all losses caused by the misuse of the Card by someone who has it with your consent and which occur before you tell us that the Card may have been misused;
  - 11.3.2 all losses caused by any misuse of your Card which is a consequence of your fraud; and
  - 11.3.3 all losses that arise because you, and/or any Authorised Cardholder, have failed, intentionally or with gross negligence, to keep the Card or the PIN details secret and where the misuse occurs before you, and/or any Authorised Cardholder, tell us that someone else may know the PIN details.
- 11.4 If the Card is misused by someone who has it with your permission, you will have to pay for all Transactions carried out with the Card by that person.
- 11.5 If someone carries out a fraudulent transaction using the Card details on the internet or by telephone or mail order you will not be liable for the fraudulent transaction unless you have participated in or acted fraudulently or without reasonable care.
- 11.6 Once we receive notice of the loss, theft or possible misuse, we will cancel the Card. If the Card is then found, then you must not use it but destroy it (cut in half through the signature box and magnetic strip, and ensure the chip is cut in half).
- 11.7 You will not be responsible for any loss arising from misuse of a Card if it has not been received by you nor any Authorised Cardholder.
- 11.8 We will not be liable if any party refuses to let you pay or withdraw cash with the Card.
- 11.9 Both you and any Authorised Cardholder, must co-operate fully with us, our advisers and/or the police in investigating any loss, theft or possible misuse of any Card, Card details or disclosure of the PIN and in recovering a missing Card. If we suspect that a Card has been lost or stolen or is liable to misuse, we may take whatever steps we think necessary to deal with the risks. We may also pass on any information we think appropriate to other banks, to VISA outlets or anyone else who accepts a Card as a means of payment or withdrawal or to the police or other authorities or any relevant third party.

## 12 GIVING INFORMATION TO THIRD PARTIES

- 12.1 You authorise us to give to any appropriate third party any relevant information in connection with the loss, theft or possible misuse of the Card or PIN or in order for us to meet our obligations as a member of Visa.

## 13 ENDING YOUR USE OF THE CARD

- 13.1 These Special Terms shall continue until terminated in accordance with the provisions of this condition 13.
- 13.2 You may end these Terms at any time by writing to us and enclosing all Cards issued on the Account, cut in half across the black strip and/or through the smartcard chip.
- 13.3 If we consider it appropriate, we may end, suspend, withdraw or restrict the use of any Cards issued and PIN at any time. We will tell you before we take this action, or as soon as possible afterwards.
- 13.4 Subject to condition 13.5, we may end these Special Terms and your usage of the Card at any time by giving you two months prior written notice.
- 13.5 We may, at any time, end these Special Terms immediately by giving you written notice if any of the following occurs:
- 13.5.1 any information you have given or give us in future (in connection with these Special Terms or not) is inaccurate or changes materially before you apply for the Card;
  - 13.5.2 unless you have informed us in writing before you apply for the Card, if any material litigation is, or material administrative, criminal or judicial proceedings are, being taken against you at the time you apply for the Card; ("material" means likely, if successful, to have any damaging effect on your Business);
  - 13.5.3 you change the nature of your Business as it is conducted at the time of any application for a Card;
  - 13.5.4 you or any signatory to the Account dies, become of unsound mind, become insolvent, a bankruptcy petition is presented against you, or steps are taken to appoint an administrator, judicial factor or similar officer to you or you apply to the court for a moratorium or make a proposal to creditors for a voluntary arrangement or you grant a trust deed for creditors or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;
  - 13.5.5 if you are a limited company or limited liability partnership, you have a petition presented or resolution passed for winding up or an administration application is presented or made for the making of an administration order or a notice of intention to appoint an administrator is issued or notice of appointment of an administrator is filed with the court or you have a receiver appointed over all or part of your assets or you cease to trade, or you are deemed by law unable to pay your debts, or you make an application in connection with a moratorium or a proposal to creditors for a voluntary arrangement or take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness including in Scotland granting a trust deed for creditors;
  - 13.5.6 if you are a partnership (including limited liability partnership) or unincorporated association, you dissolve or a petition is presented for an order to be made for the winding up of the partnership or an application or a petition is presented or made for an administration order against the partnership;
- 13.5.7 if you are a limited liability partnership, any member ceases without our written consent to be a member, or you cease for any reason to be a limited liability partnership;
- 13.5.8 your Account is closed for whatever reason; or
- 13.5.9 you, and/or any Authorised Cardholder, commit any other material breach of these Special Terms or the Terms which, if capable of remedy, is not remedied within 7 days of receipt from us of a notice setting out full particulars of the breach and requiring it to be remedied.
- 13.6 After these Special Terms come to an end:
- 13.6.1 you remain responsible for all Transactions carried out with the Card or Card details;
  - 13.6.2 we can go on deducting the amount of any Transactions from your Account;
  - 13.6.3 you will still be liable to pay any amounts due on the Account and charges (if applicable) will continue until payment of due amounts in full. In particular, if you, and/or any Authorised Cardholder, have given instructions to a Merchant that allows them to process Transaction debits from time to time, it will be your responsibility to cancel those instructions yourself directly with the Merchant concerned.
- 13.7 If your use of the Account is ended or restricted, including us instructing you not to make any further withdrawals on the Account or use the Card without our agreement, then you will not be entitled to, and must not use, the Card.

## 14 CHANGES TO THESE SPECIAL TERMS

- 14.1 We may change these Special Terms at any time to reflect changes in market conditions, good banking practice and relevant laws.
- 14.2 We will give you such notice as is stated in Clause 24 of the Terms (Changing the Terms, the Charges and the Profit Rates).

## 15 GENERAL

- 15.1 If there is any change in your name or registered/principal address, then you must inform us immediately.
- 15.2 The language of these Special Terms shall be English and communications and notices between us shall be in English.
- 15.3 These Special Terms replace any previous or existing agreement for the supply of a Card on your Account. Any such agreement still in existence will be cancelled automatically by these Special Terms.
- 15.4 We will do our best to give you a complete service at all times, but notwithstanding anything to the contrary in these Special Terms, if we are prevented, hindered, or delayed from or in performing any of our obligations under

- these Special Terms due to abnormal and unforeseeable circumstances beyond our control (including any strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood, or other circumstances affecting the supply of goods or services), then we shall not be liable to you or be obliged to perform our obligations under these Special Terms to the extent that we are prevented, hindered or delayed in our performance by the abnormal and unforeseeable circumstances beyond our control.
- 15.5 We will not be liable to you:
- 15.5.1 for any losses not directly associated with the incident that may cause you to make a claim against us whether or not such losses were reasonably foreseeable; nor
- 15.5.2 for any loss of profits, loss of business, loss of goodwill or any form of special damages.
- 15.6 We may make available to you other individual services or benefits associated with the Card. If we do so, we will have the right to withdraw the services or benefits covered by these Special Terms at any time, without having to give you advance notice.
- 15.7 If we relax for you or do not immediately enforce any term of these Special Terms, this may be just a temporary measure or a special case. We may enforce it strictly again at any time.
- 15.8 You may not transfer your legal rights under these Special Terms to anyone else.
- 15.9 If we do not enforce any of these Special Terms or we delay in enforcing a condition, this will not prevent us from enforcing the condition at a later date.
- 15.10 We shall not be responsible for any inconvenience, loss, damage or embarrassment suffered by you due to any network connectivity issues, maintenance, malfunctioning or non-operation of any ATM, if the Card is not honoured/accepted by any Merchant or ATM in connection with any Transaction or the retention of the Card by an ATM in the United Kingdom or abroad.
- 15.11 All disputes relating to a Merchant shall be resolved exclusively between the relevant Merchant and you.
- 15.12 In the event that an ATM dispenses cash but the Account is not debited for the same, we are irrevocably authorised to debit the Account for such a withdrawal along with applicable bank charges at the rate prescribed by us, regardless of whether you are informed or have authorised the same. The applicable bank charges will be in accordance with our Tariff Book in force from time to time. In case the Account does not have sufficient funds for any reason, we will have the right to set-off any credit balance available in any of your other Account with us.
- 15.13 We may at our absolute discretion and without incurring any liability whether by virtue of these Special Terms otherwise refuse to implement any instruction without assigning any reason and will notify you of our decision to do so.
- 15.14 We shall endeavour that debit entries are correctly recorded in all Account statements. However, in case of any error, we shall be within our rights to rectify the error unilaterally without notice to you and recover any amount wrongly paid and credited. We shall not be liable for any loss or damage suffered due to such errors and subsequent reversals by us.
- 15.15 You will be liable for all losses or costs incurred by us as a result of any breach by you of these Special Terms and shall reimburse us all such costs on our first demand.
- 15.16 In addition to these Special Terms, the Card is issued and subject to our Terms (i.e., General Banking Terms and Conditions for Sirat Business Accounts).
- 15.17 If the Card expires or is reported as lost or stolen or liable to misuse, a new Card may be provided at our discretion.
- 15.18 You authorise us to pass information to each signatory of the Account. This information will include but not restricted to detail of the Account.
- 15.19 For accounts opened in the UK the laws of England and Wales govern these Special Terms, as are our dealings with you. You and we submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.20 For your security, we may record phone calls between you and us. We may do this to make sure we are providing a high- quality service and following your instructions correctly.

# Declaration

By signing these terms, you will become legally bound by the Bank's General Banking Terms and Conditions for Sirat Business Accounts. For your own benefit and protection you should read these terms carefully before signing them. If you do not understand any point please ask for further information.

By signing this form you are confirming that you have received, read and agreed to the Bank's General Banking Terms and Conditions for Sirat Business Accounts.

Name	
Signature	
Name	
Signature	
Name	
Signature	
Name	
Signature	



Habib Bank AG Zurich is the trading name of Habib Bank Zurich plc.  
Registered office: Habib House, 42 Moorgate, London EC2R 6JJ.  
Registered in England and Wales: Company registered number: 08864609.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority under registration number 627671.  
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