

QIB (UK) Plc



**General Personal Conditions &
Personal Current Account Conditions**

Customer(s) Signature.....

About this Booklet

These General Personal Conditions & Personal Current Account Conditions (together, the Booklet) contain the terms and conditions that apply to our personal current bank account. The General Personal Conditions contained in Chapter 1 of this Booklet also apply to our personal savings account products, in addition to the terms and conditions contained in our separate 'Savings Account Conditions' booklet. If you have any questions, please visit one of our branches or call us on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK).

This Booklet is also available in Braille, large print and audio tape on request. Please visit on our branch or call us on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK) to request a copy of our Booklet in a different format.

In this Booklet, reference to "QIB", "us", "we" or "our" is reference to QIB (UK) Plc and reference to "you" or "your" is reference to any individual(s) that open one of the current or savings accounts referenced in this Booklet.

Who are we?

We are an Islamic Bank based in the UK with company number 04656003 and are part of the wider Qatar Islamic Bank Group (the **QIB Group**) based in Doha, Qatar. For more information about the QIB Group, please visit www.qib.com.qa or contact your Relationship Manager. Please see below for more information about our Relationship Managers.

Our address and registered office is at 43 Grosvenor Street, London, W1K 3HL.

We are a bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, with reference number 466577. Our entry on the Financial Conduct Authority's Financial Services Register can be found here: [QIB \(UK\) Plc \(fca.org.uk\)](http://www.fca.org.uk).

Our website can be viewed at www.qib-uk.com.

How can you contact us?

We can be contacted using one of the following methods:

- Post: QIB (UK) plc, 43 Grosvenor Street, London, W1K 3HL
- Telephone: 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK)
- Email: info@qib-uk.com

What Terms and Conditions are included in this Booklet?

This Booklet contains the terms and conditions that apply to our personal current account.

If you open a personal current account with us, the Personal Account General Terms and Conditions (the **General Personal Conditions**) (See [Chapter 1 of this Booklet](#)) and the Personal Current Account Conditions (see [Chapter 2 of this Booklet](#)) will apply to the account in addition to:

- our Tariff (this document will be provided to you separately and is not included within this Booklet);
- Debit Card Terms and Conditions; and
- our mobile and internet banking terms and conditions, which will apply when you sign up to and use these services.

Should there be a conflict between a term in the General Personal Conditions and a term in our Personal Current Account Conditions, the term contained in the Personal Current Account Conditions will apply.

Savings Accounts

Note that if you open one of our personal savings accounts, the General Personal Conditions will apply to the operation of the savings account, in addition to the account specific conditions that apply to the particular savings account that you have opened with us (the **Personal Account Specific Conditions**). The Personal Account Specific Conditions that apply to each of our saving accounts can be found in our separate terms and conditions booklet titled "Savings Account Conditions".

When will you become bound to comply with the terms contained in this Booklet?

By signing and submitting an application form for the Personal Current Account, you agree to become bound by the terms that apply to the Personal Current Account (as summarised above).

The terms and conditions contained in this Booklet set out your rights and obligations as well as the Banks'. It is therefore important that you take the time to read through the terms carefully before submitting an application form for a Personal Current Account and that you retain a copy for future reference. If you have any queries about any of the terms in this Booklet, please contact your Relationship Manager.

This Booklet is available on our website and at our branch. You can also request further copies by contacting your Relationship Manager.

Relationship Manager

In this Booklet we refer to your 'Relationship Manager'. Details and contact information for your Relationship Manager will be provided to you on or before the opening of your account. If you are unable to contact your Relationship Manager, please telephone us on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK) or write to QIB (UK) plc, 43 Grosvenor Street, London, W1K 3HL.

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Chapter 1: General Personal Conditions

1. Introduction

- 1.1. These General Personal Conditions apply to all personal current and savings accounts and apply in addition to the Personal Account Specific Conditions that apply to the particular account that you have opened with us.
- 1.2. If any terms in the Personal Account Specific Conditions are inconsistent with any terms contained in the General Personal Conditions, the term contained in the Personal Account Specific Conditions will apply.

2. Definitions

- 2.1. Below is a list of the common terms that we use throughout these General Personal Conditions.
- 2.2. For ease of reference, where we have used one of these common terms in these General Personal Conditions, we have highlighted the term in **bold** so that you know we have provided a definition here.

| | |
|---|--|
| Account | means one of our personal savings or current accounts. |
| Account Opening Mandate | means the document that you must complete when opening an Account which details who the account holder is and who is authorised to access the Account . |
| Joint Account Mandate | means the document that you must complete and provide to us providing details about how you wish your joint account to operate. |
| Personal Account Specific Conditions | means the account specific conditions that apply to your current and/or savings account, as contained in Chapter 2 of this Booklet or in the separate "Savings Account Conditions" Booklet. |
| Tariff | means the Tariff document that will have been provided to you separately to this Booklet and which sets out details of the common charges that we may impose relating to your Account . |
| Working Day | means any day on which banks are usually open for business in the UK, excluding Saturdays, Sundays and bank or other public holidays. |

3. Opening an Account with us

- 3.1. To open an **Account**, you must be at least 16 years of age.

Who can open one of our Accounts?

- 3.2. The **Accounts** are only available to individual customers (you cannot open an **Account** if you are a business entity or an institution), and they may not be used for business purposes.
- 3.3. In order to open one of our Personal Instant Access Savings Accounts, Personal Term Deposit Accounts or Personal Notice Accounts, you must have already opened a Current Account with us.
- 3.4. All of our **Accounts** can be operated as a joint account. There are no limits on the number of joint account holders that can be added to any of our **Accounts**.
- 3.5. You can open any of our **Accounts** in Sterling (GB), Euro (EUR) or American Dollar (USD) currency. All deposits must be in Sterling, US Dollars or Euro.
- 3.6. We can refuse to open an **Account** or to accept a deposit without giving you any reason.
- 3.7. Once you have opened an **Account** with us, you may open as many **Accounts** as you wish, provided they are in the same name as the **Account** that you originally opened with us.
- 3.8. If you wish to open an account to use for business purposes, please speak to your Relationship Manager who can discuss our corporate accounts with you.

How can you open an Account with us?

- 3.9. To open an **Account** with us, you will be required to complete and submit the relevant application form for the **Account** that you would like to open.
- 3.10. Copies of our **Account** application forms can be obtained in our branch or through your Relationship Manager. Completed application forms must then either be handed to a member of staff at our branch or provided to your Relationship Manager.
- 3.11. By signing and submitting an application form for one of our **Accounts**, you will be formally agreeing to be bound by the Personal Account Specific Conditions that apply to that **Account**, the General

Personal Conditions and the other terms and conditions mentioned in the introduction section of this Booklet.

- 3.12. We may from time to time and at our discretion impose a minimum or continuing opening balance amount for any of our **Accounts**. If imposed, this minimum will be displayed on our website or communicated to you in writing.

Can you change your mind once an Account has been opened?

- 3.13. It depends on which **Account** you open with us. If you open a Personal Current Account, Personal Instance Access Savings Account or a Personal Notice Account with us, you have a period of 14 days within which to cancel your **Account** beginning on the later of the following two dates:

- 3.13.1. the date your **Account** is opened; or
- 3.13.2. the first date on which you have received copies of:
 - 3.13.2.1. this Booklet;
 - 3.13.2.2. our Tariff; and
 - 3.13.2.3. any other documents containing contractual terms relating to your **Account**.

- 3.14. If you open one of our Personal Term Deposit Accounts, the 14-day cancellation period referred to in Clause 3.13 will not apply. If you wish to close your Personal Term Deposit Account after it has been opened, the account closure provisions contained in the relevant Personal Account Specific Conditions will apply.

- 3.15. If you wish to cancel your **Account** within the 14-day cancellation period under Clause 3.13, you will need to either:

- 3.15.1. send a written notice to info@qib-uk.com; or

- 3.15.2. telephone us on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK).
- 3.16. Where you notify us of your wish to cancel your **Account** over the telephone, we will cancel your **Account** once your Relationship Manager has verified your identity and request to cancel.
- 3.17. If you cancel your **Account** within the 14-day cancellation period, we will return all the money in your **Account** to you, as well as any profit due to you, and we will not impose any extra charges. If, at your request, we have supplied you with any services before you cancel your **Account**, you will have to pay our charges for supplying those services.
- 3.18. Your rights under Clause 3.13 will not be affected by any terms in the **Personal Account Specific Conditions** for the Personal Current Account, the Personal Instant Access Savings Account or the Personal Notice Account, which would otherwise prevent you closing your **Account** or closing it without loss of profit or additional charges.
- 3.19. If you do not cancel your Personal Current Account, Personal Instant Access Savings Account or Personal Notice Account within the 14-day cancellation period mentioned in Clause 3.13, you will only be permitted to close your Personal Current Account, Personal Instant Access Savings Account and/or your Personal Notice Account in accordance with the **Personal Account Specific Conditions** that apply to that Account.
- 4. Can you open an Account as a joint account?**
- 4.1. A joint account is an account where more than one person holds the account.
- 4.2. The **Personal Account Specific Conditions** for each **Account** will set out if there are any restrictions on the number of account holders permitted for that **Account**.
- 4.3. If you have a joint account, we will accept instructions from any of the individuals' detailed in the **Joint Account Mandate**. It is therefore important that your wishes in the **Joint Account Mandate** are accurate and clear.
- 4.4. If you would like the joint account to be set up so that all joint account holders must act together, all instructions must be in writing and signed by all of you. This means that you will not be able to use our telephone, mobile or online banking services or use a debit card as these services rely on us being able to accept instructions from just one of you.
- 4.5. Each one of you must act in accordance with these **General Personal Conditions** and the applicable **Personal Account Specific Conditions**. If one of you doesn't, we can take action against any or all of you.
- 4.6. If we have reason to believe that there is a dispute between joint account holders, for example an intended separation or divorce, we may decide only to accept instructions from all of you acting together. If this happens:
- 4.6.1. we will only act on your instructions if they are in writing and signed by all of the joint account holders;
- 4.6.2. you will be unable to use our telephone, mobile or online banking services which depends on us being able to accept instructions from any one of you;
- 4.6.3. we may ask for the return of any cards that have been issued for the **Account**. Until all cards have been returned, card transactions may continue to be deducted from the **Account**; and
- 4.6.4. we will continue to pay existing Direct Debits and standing orders unless any one of you instructs us not to.
- 4.7. If you would like to add or remove an account holder from an **Account**, please contact your Relationship Manager. Your Relationship Manager will require written

- and signed confirmation of this addition or removal.
- 4.8. If one of you dies, we will accept instructions from the survivor(s), into whose name(s) the **Account** will pass.
- 4.9. If the joint account is to be closed, the authority to do this must be provided in writing and signed by all joint account holders.
- 5. How can you give us instructions?**
- 5.1. You authorise us to accept and act on your instructions, even if carrying out those instructions creates a debt on your **Account**.
- 5.2. Your instructions can be given to us in a number of different ways, including:
- 5.2.1. in writing;
- 5.2.2. by telephone;
- 5.2.3. in branch;
- 5.2.4. through our internet and/or mobile banking services;
- 5.2.5. by debit card (for Personal Current Accounts only); or
- 5.2.6. by any other means we tell you are available.
- 5.3. Where your instructions are not in writing, we are entitled to accept and act on them if they have been confirmed by use of security procedures of which we may notify you of from time to time.
- 5.4. In some cases, such as a Direct Debit, you may authorise another person to instruct us to debit money from your **Account**. When this happens, we will treat each instruction from the other person as having been authorised by you.
- 5.5. We may refuse to act on your instruction if:
- 5.5.1. we reasonably believe that you did not give us the instruction;
- 5.5.2. we reasonably suspect fraudulent activity;
- 5.5.3. your instructions are unclear, incomplete or not in the required form;
- 5.5.4. we might act contrary to a law, regulation, code or other duty which applies to us; or
- 5.5.5. it would cause you to exceed any limit or instruction which applies to your **Account** (such as a daily cash withdrawal limit from cash machines).
- 5.6. If we refuse to make a payment, we will notify you by either letter, telephone, text message or another form of communication we agree when you open your **Account**, and if possible, give our reasons for doing so. You can obtain written information about the refusal and, where appropriate, our reason for refusing the payment, along with information on how to correct any errors that led to the refusal, by contacting your Relationship Manager (unless legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).
- 5.7. Please note that after initial registration or enrolment we will never contact you, or ask anyone to do so on our behalf, with a request to disclose your security details 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 details to them in any

circumstances. You should report any such requests to us immediately.

- 5.8. All payment instructions will be transacted in sterling unless we specifically agree otherwise.
- 5.9. In Clause 6, we agree to make payments within timescales that relate to when we receive your payment instructions. The time of receipt will be the time we receive your payment instructions rather than the time you send them. The Faster Payments Service (which we are a participant of) permits us to receive and process electronic payment instructions almost immediately. The following provisions apply when we receive payment instructions *outside* of the Faster Payments Service:
 - 5.9.1. payment instructions given on a non-**Working Day** will be treated as received on the next **Working Day**;
 - 5.9.2. payment instructions received after 3.30pm on a **Working Day** will be treated as received on the next **Working Day** or as otherwise notified;
 - 5.9.3. instructions for a future dated payment will be treated as received on the day agreed for payment. Where this is not a **Working Day**, it will be treated as received on the next **Working Day**; and
 - 5.9.4. where we refuse to make a payment in accordance with your payment instructions, we will treat the instructions as if they had not been received for the purpose of calculating payment timescales.

6. How can you make payments into your Account?

Note that this Clause 6 only applies when making payments into your Personal Current Account and Personal Instant Access Savings Account. It

does not apply to payments made into your Personal Notice Account or Personal Term Deposit.

Electronic transfers

- 6.1. When we receive an electronic transfer, the money will be credited to your **Account** on the same day.
- 6.2. When we receive Faster Payments, we will check the instruction and if we approve the payment, the money will be credited to your **Account** immediately. When we receive a CHAPS payment, we will check the instruction and if we approve it the money will be credited into your **Account** immediately.
- 6.3. When we receive a BACS payment, we will check the instruction and if we approve it the money will be credited into your **Account** value the next **Working Day**.
- 6.4. Please see Clause 7 for details of when we can refuse to accept a payment into your **Account**.

Cash

- 6.5. The following terms apply if cash is paid into your **Account** in the same currency of your **Account**:
 - 6.5.1. if the cash is paid in over the counter at our branch, the money will be added to your balance almost immediately (generally within two hours); or
 - 6.5.2. where we receive funds from another source (including electronic transfers of funds into your **Account**) the funds will be credited to your **Account** and made available to you as soon as we receive them.
- 6.6. The following terms apply if cash is paid into your **Account** in a different currency to the currency of your **Account**:
 - 6.6.1. cash is paid into your **Account** over the counter at our branch we will convert it into the

currency of your **Account** at our rate of the day and the money will be added to the balance in your **Account** the same day; and

- 6.6.2. where we receive funds from another source (including transfers of funds into your **Account**) the funds will be converted into the currency of your **Account** at our rate of the day before being credited to your **Account** up to two **Working Days** after we receive them.

Cheques

- 6.7. The following terms apply when a UK sterling cheque, which is issued by and deposited with us and is paid into your **Account**:

6.7.1. if the cheque is paid in over the counter at our branch before 12pm, the money will be added to your balance the second **Working Day**;

6.7.2. if the bank, building society or other organisation that the cheque was drawn on decides not to honour it, they will normally explain the reason for non-payment. We will deduct the amount of the cheque from your balance no later than the end of the next **Working Day** after it was added to your balance. After that, we will not deduct the amount of your cheque from your balance unless you give your consent to our doing so or you were knowingly involved in a fraud concerning the cheque.

- 6.8. Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your **Account** may be prevented or may take longer than the time periods set out in Clause 6.7.

- 6.9. If we allow you to draw funds against an uncleared cheque (or a cheque is returned under Clause 6.7.2) we may impose a fee.

Details of our fees can be found in our **Tariff**.

- 6.10. For foreign currency cheques or cheques which are not issued by or deposited with a UK bank, different cheque clearing procedures and longer time periods may apply than those stated in Clause 6.7.

- 6.11. Paying cheques into your **Account** will always be subject to cheque clearing cycles and the rules of any cheque clearing system(s) used by us.

7. When can we refuse to accept a payment into your Account?

- 7.1. If we have a valid reason, we may refuse to accept a payment into your **Account**. This could include if we reasonably suspect that the payment is fraudulent or related to another criminal activity or if accepting the payment might result in use breaching a law or regulation. If this happens, we will notify you of the refusal and, if possible, our reasons for refusing to accept the payment, along with information on how to correct any errors that led to the refusal.

8. How can you make withdrawals and/or payments from your Account?

- 8.1. The **Account Specific Conditions** for each **Account** may contain different and/or additional information about how you can withdraw or make payments from your **Account**. Should there be a conflict between these Terms and a term contained in the **Account Specific Conditions**, the term contained in the **Account Specific Conditions** will apply.

Withdrawals and other transactions

- 8.2. If there are sufficient cleared funds in your **Account**, you may carry out transactions on your **Account** and withdraw money at any time. For your protection, there is a

- daily limit on the amount of cash you can withdraw using your card. written in figures and the amount written in words); or
- 8.3. Payment can be made through the following methods:
- 8.3.1. electronic transfers through our internet and/or mobile banking service by using your debit card;
 - 8.3.2. by cheque (see Clause 6.7 to 6.11 for further details); or
 - 8.3.3. by contacting your Relationship Manager.
- 8.4. You can set up Direct Debits and standings orders on your **Account** to pay third parties.
- 8.5. You may ask us to check the status of any payment you have instructed us to make and we will notify you of the outcome. This may involve us relying on another bank, building society or organisation involved in processing or receiving the payment for information.
- 8.6. Where you instruct us to make a payment (including standing orders or other payments made using a payee instruction) and we are notified by the Current Account Switch Service that the intended payee has switched accounts using the Current Account Switch Service, we will update the **Account** details of the payee on your payment instruction.
- Cheques*
- 8.7. When you pay a cheque out of your **Account**, we may decide not to pay it if any of the following apply:
- 8.7.1. there are not enough cleared funds in your **Account**, or payment of the cheque would result in an overdraft;
 - 8.7.2. the cheque contains a technical irregularity (for example, a difference between the amount
- 8.7.3. we have reasonable grounds to suspect fraudulent activity.
- 8.8. We will only pay a cheque if it has been written by filling in one of the cheque forms we have supplied to you.
- Cancellation and amendment*
- 8.9. If you want us to stop a cheque or Direct Debit or amend or cancel a standing order or future dated payment on your **Account**, you should advise us in writing to QIB (UK) plc., 43 Grosvenor Street, London W1K 3HL or by telephoning 0207 268 7200 (from within UK) or +44 207 268 7200 (from outside UK).
- 8.10. To stop a cheque or Direct Debit or amend or cancel a standing order or future dated payment you must advise us no later than the **Working Day** before the day on which we are due to debit the payment from your **Account**. You will not be able to stop a cheque if you do not advise us before we are committed to pay the cheque. You must include the following details:
- 8.10.1. cheque – cheque number and date, your account number, amount and name of payee;
 - 8.10.2. standing order – name of recipient, amount and frequency;
 - 8.10.3. Direct Debit – name of recipient, amount and frequency;
 - 8.10.4. future dated payment – name of recipient, amount and due date for payment.
9. **What are the timescales that we work to when making payments?**
- 9.1. Where we make a payment using the Faster Payments Service, we will usually credit the institution which holds the

- payee's account within two hours of receiving your payment instruction.
- 9.2. For other payments, where you instruct us to make a payment in Sterling or in Euro we will credit the institution which holds the payee's account:
- 9.2.1. by the end of the **Working Day** following the one on which we receive your payment instructions (within the meaning of Clause 5 of these Terms); or
- 9.2.2. for paper-based instructions, by the end of the second **Working Day** following receipt of your instructions.
- 9.3. For other payments to accounts held within the European Economic Area (**EEA**), we will credit the institution which holds the payee's account by the end of the fourth **Working Day** following receipt of your payment instructions.
- 9.4. For payments outside the EEA, different payment timescales will apply.
- 9.5. Where you instruct us to perform a currency conversion between euro and sterling, we will credit the institution which holds the payee's account by the end of the **Working Day** following the **Working Day** on which we receive your payment instructions provided that:
- 9.5.1. the payee's account is held within the UK; or
- 9.5.2. in the case of a cross-border payment, the cross-border transfer takes place in euro.
- 9.6. For other currency conversions, different execution times will apply.
- 9.7. Before we carry out any currency conversion, we will notify you of the applicable exchange rate and of any fees that will apply to converting the funds.
- 10. How will we communicate with you?**
- 10.1. We may contact you by post, telephone or electronically (subject to Clause 11 regarding security issues around using email) using the details you give us or by sending communications to you via your internet banking account or our mobile banking app. If we send communications to your internet banking account or to your mobile banking app, we'll also send you an email or other notification to tell you we have done this.
- 10.2. These General Personal Conditions, the **Personal Account Specific Conditions** and all communications from us to you will be in the English language.
- 10.3. If your name, address, telephone number or email address changes, you must notify us as soon as possible. If you notify us by telephone, we will ask you to confirm the change in writing.
- 10.4. When either the **General Personal Conditions** or the **Personal Account Specific Conditions** require us to give you notice, this will be done by writing to you at the last address you provided to us for these purposes, or such other means (including through third parties) as we agree.
- 10.5. If you have opened a joint account, we will send communications to the individual(s) detailed in the **Joint Account Mandate**.
- 10.6. When we communicate with you by telephone, we may record the call to ensure that we provide a good service and that we follow your instructions correctly.
- 11. How can you communicate with us?**
- 11.1. You can communicate with us using a variety of different methods:
- 11.1.1. by post to QIB (UK), 43 Grosvenor Street, London W1K 3HL;
- 11.1.2. by contacting your Relationship Manager;

- 11.1.3. by telephone on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK); and
 - 11.1.4. by email (subject to Clause 11.2 regarding security issues around using email), provided the sender address matches exactly the address you provided us when you opened the **Account**. Changes to your email address will be accepted only if requested in writing and signed in accordance with your **Account Opening Mandate**.
- 11.2. Using some of the methods detailed in Clause 11.1 can cause some additional risk, for instance communicating with us via telephone, email and by fax. Therefore, for your own protection we reserve the right to investigate further before acting on any instructions submitted via these methods. Such investigation may include, but is not limited to:
- 11.2.1. calling you back at the telephone number(s) you have provided us with and verifying your instructions; and/or
 - 11.2.2. emailing you at the address we have for you and asking you to phone us back.
- 11.3. We will not be responsible for any delay in executing your instructions caused by these precautionary measures and reserve the right not to act on any instructions from you if we are unable to satisfy ourselves of their validity.
- 12. Our liability when communicating with you via certain methods**
- 12.1. Due to the nature of the Internet and electronic communication, there is a risk that communications may not operate free from error or interruption. We shall not be liable:
- 12.1.1. in the event of any error or interruption in communications;
 - 12.1.2. for any losses or delays in the transmission of communications to or from the Bank caused by any Internet Service Provider, by software failure or by any other third party;
 - 12.1.3. for any breach of security (beyond our reasonable control) in using the means of communication; or
 - 12.1.4. for loss of opportunity, loss of goodwill, loss of business, loss of profit or any losses we could not have reasonably predicted that you suffer as a result of using Internet email or Internet messaging or similar means of communication (including the risk of your confidential data entering the public domain),
- unless the above breaches and/or losses were caused by our negligence.
- 12.2. We cannot confirm completeness, authenticity, integrity or confidentiality of email (and similar) communications and that any information purportedly received from us should be regarded as provisional until verified by us.
- 13. What can you do to keep your account safe?**
- 13.1. In order to protect your **Account** against misuse, you must:
- 13.1.1. not let anyone else use the security details that you use for accessing your **Account** such as any debit card PINS or any passwords or log-in details for telephone, mobile or online banking), tell anyone your security details or let anyone have access to your **Account**, unless you have agreed this with us or you have given them permission to act on your behalf (for instance, by a Power of Attorney);
 - 13.1.2. do everything you reasonable can to stop anyone finding out

your security details, for instance do not write them down or let anyone watch or listen to you using them;

- 13.1.3. not act fraudulently;
- 13.1.4. never approve a transaction through our mobile or internet banking service if you do not recognise the transaction;
- 13.1.5. take reasonable steps to maintain the hardware and software on any device (e.g. your mobile phone, tablet or computer) that you use to access our mobile and/or internet banking services – this should include carrying out regular virus checks and security updates; and
- 13.1.6. sign your debit card as soon as you receive it.

13.2. The Debit Card Terms and Conditions and our mobile and internet banking terms and conditions contain additional information regarding keeping your **Account** safe.

You must tell us immediately if you think someone else may know any of your security details or if you suspect unauthorised use of your Account by calling 020 7268 7200 (from within UK) or +44 20 7268 7200 (from outside UK).

- 13.3. You will be responsible for all losses caused by:
 - 13.3.1. any fraudulent activity on your part; and
 - 13.3.2. any person acting with your authority.
- 13.4. We may suspend or restrict the use of your **Account** or certain services (such as your debit card or online banking) if we reasonably believe that your security details have been used fraudulently or without your permission. We will notify you using the contact details we hold for you if

we suspect or become aware that your **Account** may be subject to fraud or a security threat.

14. What happens when something goes wrong?

Unauthorised payments

If you suspect that there has been an unauthorised payment on your Account, please contact us as soon as possible on 020 7268 7200 (from within UK) or +44 20 7268 7200 (from outside UK).

14.1. Where we make a payment from your **Account** that you have not authorised in accordance with these Terms and you have notified us of this, subject to the remainder of this clause, we will refund the amount of the unauthorised payment and, where applicable, restore your **Account** to the position it would have been in had the unauthorised payment not taken place.

Disputed payment transactions initiated through a payee

14.2. We will refund to you the full amount of any payment from your **Account** carried out by or through the payee (for example, a debit card payment at point of sale) if the following conditions are satisfied:

- 14.2.1. your authorisation to debit your **Account** did not specify the exact amount of the payment;
- 14.2.2. the amount of the payment exceeded the amount that you could reasonably have expected, taking into account your previous spending pattern, these Terms and the circumstances of the case (but not increases that arise

- as a result of exchange rate fluctuations); and
- 14.2.3. you request a refund within eight weeks of the funds being debited from your **Account**.
- 14.3. For the purposes of Clause 14.2:
- 14.3.1. you must provide us with such information as is reasonably necessary to check whether the conditions in Clause 14.2.1 and 14.2.2 have been satisfied; and
- 14.3.2. we will refund the full amount of the payment or give a reason for refusing the refund within ten **Working Days** of receiving your request for a refund, or, where applicable, within ten **Working Days** of receiving any further information required under Clause 14.3.1 above.
- 14.4. For Direct Debits in sterling, Clause 14.2 and 14.3 do not apply and your refund rights under the UK Direct Debit Guarantee Scheme will continue to apply. Under the Direct Debit Guarantee scheme, if an error is made in a Direct Debit, you will be entitled to a refund from the payee or from us.
- 14.5. You will not be entitled to a refund under Clause 14.2 where you have given your consent to the payment directly to us and either:
- 14.5.1. we (or, where applicable, the payee) have provided you with information about the payment at least four weeks before the due date of the payment; or
- 14.5.2. information about the payment was available at our branch at least four weeks before the due date of the payment.

Incorrect payments

- 14.6. If we pay money into your **Account** by mistake, we can take this money out of your **Account**.
- 14.7. We are liable to you for making payments from your **Account** correctly unless we can prove that the institution which holds the payee's account received the payment in accordance with the timescales set out in Clause 9. If we make an incorrect payment from your **Account** and it was our mistake, we will without undue delay refund the amount of the unpaid payment or defective payment and, where applicable, restore your **Account** to the position it would have been in had the error not taken place.
- 14.8. If we made an incorrect payment based on incorrect payment details provided by you, we will make all reasonable efforts to recover the payments, but we may not be able to recover it and we may charge you a fee for trying. If we cannot recover these funds, we will not provide a refund, but we will try and obtain the payee's contact details for you.
- 15. What is our liability to you?**
- General Liability*
- 15.1. We will not be liable to you for any breach of (or failure to perform) our obligations where that breach (or failure) is due to abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
- 15.2. Subject to Clauses 15.3 to 15.10 below, we will only be liable for the actual amount of any loss, cost or expense which you suffer and which is linked directly to anything we are responsible for and which we could reasonably predict and is not beyond our reasonable control.
- 15.3. We will not be liable to you for any losses that are not directly associated with any damage arising from the operation of your **Account**, loss of profits, loss of business, loss of goodwill or any form of special

damages arising from the operation of the **Account** whether such liability was reasonably foreseeable or not and whether or not we have been advised of the possibility of such loss being incurred.

- 15.4. If you use a third-party aggregation service (for instance open banking, which permits third party banks and financial institutions to access information about your **Account**), we will not be liable to you for any fraud, mistakes on your **Account** or loss that you incur as a result of your use of the third party aggregation service.
- 15.5. Nothing in this Clause 14 excludes our liability for fraud by us, our staff or agents or our liability for death or personal injury caused by our negligence of our staff or agents.
- 15.6. Nothing in this Clause 14 excludes our liability for losses you suffer as a direct result of our failure to comply with our regulatory responsibilities.

Our liability for unauthorised or incorrect payments

- 15.7. Subject to Clause 15.9, we will not be liable to you for any loss suffered in respect of payments that you have not authorised, or which have been incorrectly paid, unless you notify us without undue delay on becoming aware of such unauthorised use or incorrect payment and, in any event, you must notify us no later than 13 months after the date that your account is debited.
- 15.8. Where you do not supply the correct payment details (for example, you provide the wrong account number or sort code for the payee), we will not be liable for failing to make a payment or making an incorrect payment. We will not be liable for any charges applied by the receiving bank for their work in locating and applying funds that have been sent to them incorrectly. Where you supply information in addition to the payment details that we ask for, we will only be responsible for making the payment in accordance with the payment details that we asked for.

15.9. For Direct Debits in sterling, your refund rights under the UK Direct Debit Scheme will continue to apply.

15.10. The **Personal Account Specific Conditions** may have liability provisions that are different to the liability provisions set out in this Clause 14. To confirm, if any terms in the **Personal Account Specific Conditions** are inconsistent with the liability provisions in this Clause 14, the provisions in the **Personal Account Specific Conditions** will apply.

16. What charges may you be required to pay on your Account?

16.1. You may be required to pay the following charges:

16.1.1. charges for the operation and maintenance of your **Account**, including management fees and unpaid item charges; and

16.1.2. other charges relating to your **Account** or to the supply of services linked to your **Account**, as requested by you.

16.2. Our current charges for the operation of your **Account** and the other charges we most frequently impose are set out in each of our **Personal Account Specific Conditions** and our **Tarif**.

16.3. You can also find out more information about our charges by phoning us on 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK), on our website www.QIB-UK.com or by asking a member of our staff.

16.4. We will tell you about the charges for any service not covered in the **Tarif** on request and before we provide the service to you.

16.5. Third parties may impose other costs (such as taxes) on your **Account**. We may debit your **Account** the amount (if any) of any tax, duty or other charge levied on your **Account** by any competent authority in connection with your **Account** and which we may pay to such authority on your behalf.

17. What is our privacy and data protection policy?

17.1. We will treat your personal data as private and confidential. Please refer to our Privacy Notice, which has been provided to you separately from this Booklet. The Privacy Notice includes information about what types of personal data we gather and use, the purposes for which we use it and on which lawful bases, with whom we share your personal information and the length of time we retain it. The Privacy Notice is also available on our website www.qib-uk.com

17.2. If you have any concerns about the processing your personal data, please contact your Relationship Manager or QIB's UK Data Protection Manager, who can be contacted by telephoning 0207 268 7200 (from within the UK) or +44 207 268 7200 (from outside the UK) or by email to info@qib-uk.com.

18. When may we make changes to the General Personal Conditions and/or Personal Account Specific Conditions?

18.1. We may need to make changes to these General Personal Conditions or some of the **Personal Account Specific Conditions** from time to time. We cannot predict all the reasons why we may need to make changes to the terms contained in this Booklet, but they could include:

18.1.1. changes in the cost of running our business or for providing the **Accounts**;

18.1.2. due to changes in the market;

18.1.3. because of development in technology; and/or

18.1.4. due to a change in law or to meet regulatory requirements.

18.2. If we need to make a change, we will tell you about it and explain how it will affect you. We will provide you with not less than 60 days' notice before the change comes into effect.

18.3. If we make a major change or a lot of minor changes in any one year, we will provide you with an updated copy of this Booklet or a summary of the changes. You can also request a copy of this Booklet at any time.

18.4. We may introduce new charges on your **Account** or change the amount of any charges which already applies to your **Account** by notifying you personally not less than 60 days before the change comes into effect.

18.5. If you have a Personal Term Deposit Account with us, we will only vary the terms of this Account during the fixed term if we are required to do so to comply with the law, regulation or code of conduct applicable to your **Account** or to reflect the decision of a court, regulator or ombudsman.

19. What are your rights when we make a change to the General Personal Conditions and/or the Personal Account Specific Conditions?

19.1. If we give you notice of:

19.1.1. a change to the terms of either these General Personal Conditions or the terms in the **Personal Account Specific Conditions** in accordance with Clause 18.2; or

19.1.2. the introduction of a new charge or a change in the amount of any existing charge under Clause 18.4,

then for a period of 60 days from the date of our notice, you have the right to switch or close your **Account** without loss of profit or any additional charges being imposed for closing your **Account**. If we do not hear from you within 60 days of us telling you about the change, we will take it to mean that you have accepted the change.

19.2. Your rights under Clause 19.1 will not be affected by any **Personal Account Specific Conditions** which would otherwise prevent you closing your **Account** or closing it without loss of profit or additional charges.

20. What should you do if you have a complaint about our services?

20.1. At QIB (UK), we place great importance on providing the highest standards of service to our clients. We take any client dissatisfaction seriously and will deal with all complaints in a timely and efficient way. If you wish to complain about any of our products or services, please contact your Relationship Manager. We have procedures designed to investigate and resolve your complaint fairly. If you would like a leaflet describing our complaints procedures, please ask at any of our offices, write to QIB (UK) plc., 43 Grosvenor Street, London W1K 3HL or call 0207 268 7200 (from within UK) or +44 20 7268 7200 (from outside UK).

20.2. If you are not satisfied with how we handle your complaint, you may be able to refer your complaint to the Financial Ombudsman Service (the **FOS**). The FOS is an organisation that seeks to resolve unresolved disputes between customers and financial organisations.

20.3. The FOS can be contacted using the following details:

20.3.1. Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR;

20.3.2. Telephone: 0800 023 4567 (from a landline) or 0300 123 9123 (from a mobile); or

20.3.3. Email address: complaint.info@financial-ombudsman.org.co.uk.

20.4. You can also find out more information about the FOS on their website at www.financial-ombudsman.org.uk.

21. Are we covered by the Financial Services Compensation Scheme?

21.1. QIB (UK) plc is a member of the Financial Services Compensation Scheme (the **FSCS**). The 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. Depending on which **Account** you open with us, deposits that you make with us may be covered by the FSCS up to a certain limit. Please see each **Personal Account Specific Conditions** for further information about how the FSCS applies to your **Account**.

21.2. For further information about the compensation provided by the FSCS, please refer to the following website: www.FSCS.org.uk

22. Information about interest and overdrafts

22.1. As a Shari'a-compliant bank, we do not provide overdraft facilities, nor pay or charge interest on accounts, including our Current Accounts. You should ensure there are sufficient funds in your **Account**.

23. Helping us to comply with our regulatory obligation

23.1. We may ask you to provide us with information to help us meet our anti-money laundering, financial crime, sanctions and other legal and regulatory requirements.

23.2. If we make a request for information to you, you must promptly provide the information requested. If you fail to provide this information when requested, we may delay or refuse to process your payments and/or block all access to your **Account**. We will not be responsible for any losses that you incur as a result.

24. Set-Off

24.1. If you owe us (or another company within our group) money and you do not repay it on time, we can use any money that you have in any of the accounts that you hold with us to repay or reduce the amount that you owe. This is called our 'right to set-off'.

24.2. We can take money from your accounts under our right of set-off unless we are prevented from doing so by the court or by law.

- 24.3. We will provide you with 14 days' notice before we exercise our right of set-off.
- 24.4. If your account is in your sole name, our right to set-off enables us to take money from that account to pay any debt owed by you or you and someone else together.
- 24.5. If your account is a joint account, our right to set-off enables us to take money from the account to pay any debt owed by one or more of the account holders or one or more account holders and someone else together.

25. What tax will we deduct from the Account?

- 25.1. You will be responsible for paying any tax due on any profit payable on your **Account**.
- 25.2. The actual tax treatment of your **Account** will depend on your personal circumstances and may be subject to change.

26. General Provisions

- 26.1. We may allow you extra time to comply with your obligations under these General Personal Conditions or the **Personal Account Specific Conditions** or decide not to exercise some or all of our rights, but we can still insist on the strict application of any or all of our rights at a later stage.
- 26.2. These General Personal Conditions and each of the **Personal Account Specific Conditions** are governed by English law and wherever you live you can bring claims against us in any UK court.

26.3. Each term in these General Personal Conditions and each of the **Personal Account Specific Conditions** are severable which means that should any individual provision become invalid or contravene any applicable legislation or regulatory requirement, the relevant provision will be deemed to be deleted and will have no effect; however, the remaining provisions will remain in full force and effect.

26.4. We both recognise and agree that the payment and receipt of interest is against Shari'a principles and do not form a part of any contractual entitlement in respect of any of our **Accounts**. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.

26.5. We may transfer any of our rights and obligations under these General Personal Conditions or the **Personal Account Specific Conditions** and in relation to your **Account** to another party. This will not affect your rights in relation to your **Account** in any way. Unless permitted to do so under these General Personal Conditions or the **Personal Account Specific Conditions**, or as agreed between us in writing, you may not transfer any of your rights or obligations in relation to your **Account**.

Chapter 2: Personal Current Account Conditions

These Personal Account Specific Conditions govern our 'Personal Current Account'. In these Personal Current Account Conditions, reference to "Account" is reference to your Personal Current Account.

1. Definitions

- 1.1. Below is a list of the common terms that we use throughout these Personal Current Account Conditions.
- 1.2. For ease of reference, where we have used one of these common terms in these Personal Current Account Conditions, we have highlighted the term in **bold** so that you know we have provided a definition here.

| | |
|--------------------------------|--|
| Account | means your Personal Current Account. |
| Account Opening Mandate | means the document that you must complete when opening an Account which details who the account holder is and who is authorised to access the Account. |
| Working Day | means any day on which banks are usually open for business in the UK, excluding Saturdays, Sundays and bank or other public holidays. |

2. How can you make payments in and out of your Account?

- 2.1. For details of how you can make payments into and out of your **Account**, please see the [General Personal Conditions](#).

3. How can you close your Account?

- 3.1. You can close your **Account** by writing to tell us – unless you're switching to a new bank, in which case they can tell us to close it for you. We'll close your **Account** as long as the closure instruction from your new bank has been signed by the authorised signatories on your **Account Opening Mandate**.

4. How can we close your Account?

- 4.1. If we want to close your **Account** or stop any of your services we may do so by giving you at least two months' notice, in writing, unless we have good reason to justify ending our relationship earlier (if you commit a serious breach of the [General](#)

[Personal Conditions](#) or these Personal Current Account Conditions, for example).

5. What happens when we close your Account?

- 5.1. After your **Account** is closed, you may not write any more cheques or make any more payments. You agree to repay any money you owe us – and also that we may deduct any charges you owe us from your **Account**, before we close it and pay any surplus to you in accordance with your instructions. You also agree to repay us in full for any cheques you issued and transactions you made, before your **Account** was closed or your debit card for this Account was stopped, and which we pay after your **Account** closes.

6. What statements will we send to you?

- 6.1. We will provide you with monthly statements (provided there have been payment transactions on your **Account** during the month) showing all amounts

added to or taken from your **Account** since the previous statement.

- 6.2. Statements will include the following information relating to payments, where relevant:

6.2.1. information identifying the transaction and, the payee (where you have made the payment) or the payer (where you are receiving the payment);

6.2.2. the payment amount in the currency in which your **Account** was debited or credited;

6.2.3. the amount and, where applicable, a breakdown of any charges or fees payable by you; and

6.2.4. the date on which the funds were debited from or credited to your **Account**.

This information will appear in your statement and may also be made available to you at least monthly at our branch or by calling our telephone banking service on 020 7268 7200 (from within UK) or +44 20 7268 7200 (from outside UK) or at your request.

- 6.3. You should read these statements and tell us as soon as possible if you believe there is an incorrect entry in any statement.

7. How does the Financial Services Compensation Scheme apply to this Account?

- 7.1. Deposits made with QIB (UK) are covered by the Financial Services Compensation Scheme (the **FSCS**). Compensation limits apply depending on the type of claim. Most depositors are eligible, including individuals, sole traders and small firms. Some types of organisation, such as large companies, are not covered. More details

on the types of person and other entities who are and are not covered, applicable compensation limits and how eligible claims are calculated, can be found on the FSCS website www.fscs.org.uk.

8. When may we limit the use of your Account?

- 8.1. We may suspend or restrict the use of your **Account** or certain services (such as your debit card or online banking) if:

8.1.1. we reasonably believe that your security details have been used fraudulently or without your permission;

8.1.2. if you have broken the terms of either the General Personal Conditions or these Personal Current Account Conditions in any serious way;

8.1.3. we reasonable believe it is appropriate in order to protect your account; or

8.1.4. your **Account** has been inactive for a period of 12 months. Note that if the **Account** is inactive for 5 years, we will close your **Account**.

