

## Personal Banking Terms and Conditions

Current Accounts, Savings Accounts and UBL UK NetRemit (Including Cash ISAs, Notice Accounts, Online Easy Access Accounts, Fixed Term Deposits and Safety Deposit Boxes)

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# Section 1: UBL UK Terms of Business

### **UBL UK TERMS OF BUSINESS INFORMATION ABOUT UBL UK**

### Who we are:

United Bank UK and UBL UK are trading names of United National Bank Limited ("UBL UK" or the "Bank") which is registered with the Registrar of Companies in England and Wales as a limited liability company, Company Number 4146820.

UBL UK is authorised by the Prudential Regulation Authority (PRA) as well as regulated by the Financial Conduct Authority (FCA) and the PRA and registered on the Financial Services Register of the FCA under Firm Reference No. 207831. UBL UK is also a member of the Financial Services Compensation Scheme (FSCS). Further details of the FSCS can be found under item 22 of Section 2: Personal Banking General Terms and Conditions.

### Our contact details:

UBL UK's Head Office address is: United National Bank Limited, 2 Brook Street, Mayfair, London W1S 1BQ.

You can contact us in the following ways:

- By telephone on (+44) 0121 753 6000 Monday to Friday from 9:15am to 5:15pm
- · Via secure messaging through internet or mobile banking (for account holders who have registered for our Digital Banking Platform
- By email to enquiries@ubluk.com
- Or, through our website at www.ubluk.com.
- Our Branch opening times can be found on our website.

### How we obtain information about you:

Your information is made up of all the financial and personal information that we hold about you and your transactions. This includes the information that:

- You give to us through our interactions and when registering for your account or a UBL UK service online, on your mobile, in branch or via post.
- We receive from third parties (third parties who provide services to us such as Identification Verification, credit reference, financial crime prevention or government agencies).
- We gather from publicly available sources, such as the Electoral Register.
- You provide to us in respect of details for transactions made through the Bank; such as payee and beneficiary details.

### Confidentiality:

We will treat all Personal Information which we receive and hold about you and in relation to your Account as private and confidential. We will not disclose Personal Information including information about your relationship with us unless we or our service providers, or agents acting on our behalf, are legally required to do so, or the disclosure of that Personal Information is made at your request or with your consent.

For further information on how we protect your information please visit: https://www.ubluk.com/privacy-and-cookie-policy/.

### Accessing your information and other rights:

There are certain rights legally granted to you in relation to your Personal Information, including:

- The right to access and rectify the information.
- The right to erase or restrict processing of the information.
- The right to object to processing of the information.
- The right to information portability.
- The right to be informed about the information being held by us.
- The right to be informed about automated decision making, including profiling.

You can exercise your rights by contacting our Data Protection Officer ("DPO") by email at dpo@ubluk.com or in writing to **The DPO, UBL UK, 2 Brook Street, London W1S 1BQ.** 

When you choose to exercise your rights, it may delay or prevent the Bank from performing its contractual and legal obligations. It could also mean that the Bank will need to cancel a product or service that it may have with you. The Bank may still be able to process personal data if it has a lawful basis of doing so.

You will not be charged when you exercise these rights. However, we reserve the right to levy a reasonable fee where the request is manifestly unfounded or excessive, particularly if it is repetitive. Alternatively, the Bank can refuse to comply with a request in such circumstances, however we will then inform you of the reason for the refusal within one month, and without infringing your right to complain to the Information Commissioner's Office ("ICO") or to a judicial remedy.

The Bank can request specific information to help confirm identity and to ensure your right to access personal data. We may also contact you to ask for further information in relation to your request to expedite our response.

The Bank reserves the right to withhold information if it has any adverse effects on the rights and freedoms of other persons. This means that disclosing such information may be against the public or business interest.

The Bank aims to respond to all legitimate data subject requests within one month. In certain situations, it may take longer to provide a response, for example, if the request is particularly complex or multiple requests have been made. In this case, UBL UK will notify you and explain why such an extension is necessary.

### Use of your personal information:

We process Personal Information for the following business reasons to:

- Manage our customer relationships.
- Deliver our products and services.
- Manage our customers' payments.
- Manage fees, charges, interest or profit on our customers' accounts.
- Detect, investigate and prevent financial crime.
- Comply with laws and regulations applicable to the Bank.
- Respond and resolve customers' complaints.
- Ensure that the Bank carries out its business in an effective and efficient manner.
- Develop and carry out marketing activities.

### Disclosure of information:

The Bank may share personal information with external organisations where it is essential in the delivery of our products and services, conduct of our business or to comply with regulatory measures. This includes the following:

- We can share Personal Information with regulatory authorities including HMRC, FSCS, other governmental agencies and other regulatory bodies based in the United Kingdom.
- Other relevant jurisdictions who require reporting in certain circumstances.
- Professional advisers including lawyers, auditors and insurers who provide consultancy, legal, insurance and accounting services.
- Other financial institutions, intermediary, correspondent and agent banks, fraud prevention agencies, credit reference agencies and debt recovery agents.
- Companies that help us to prevent, detect and report fraudulent and other criminal activities.
- Firms that provide services that help us verify the authenticity of personal data such as identity verification.
- · Any third party that we use that assists us to provide banking and card services, and marketing where you have consented.

### Transferring information overseas:

Personal data about individuals can be transferred to locations outside the European Economic Area (EEA). When this is done, the Bank ensures that this transfer is lawful. If this is the case, we will also ensure that there is an appropriate level of protection and safeguards in place accordance with the GDPR (General Data Protection Regulation).

### Detention

The Bank will retain personal information in line with its Data Retention Policy. The Bank will only retain personal data for as long as necessary to fulfil the purposes it was collected for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

### Marketing:

If you have provided clear consent to us, we will send you relevant marketing information (such as products or services provided by us which may be of particular interest to you), by mail, phone, email, text and other forms of electronic communication you have chosen.

### Identity and Due Diligence checks:

Before we can open your Account(s), we are required by UK legislation to verify your identity, and any others on whose behalf you are acting. In order to prevent or detect fraud, money laundering or other financial crime activity we will check and share the information provided in the application or at any stage with agencies used for screening who will supply us with information about your identity, and may make searches at credit reference agencies. Scoring methods may be used to check your identity. A record of this process will be kept that may be used to help other companies to check your identity if required. If false or inaccurate information is provided and fraud is suspected, details will be passed to fraud prevention agencies, and law enforcement agencies, such as the police, who may search and use this information as necessary.

In connection with our credit services (for example Islamic Home Finance, loans and overdrafts), we may search and use the records held by credit reference agencies, and other agencies used for screening to prevent and investigate, fraud, money laundering and other financial crime. This can include but is not limited to the following types of checks:

- Checking details on applications for credit or other facilities.
- Verifying your identity if you or your financial associate applies for facilities with the Bank.
- Managing credit and credit related accounts or facilities.
- Recovering debt and tracing your whereabouts.

We may also search and use our internal records for these purposes and we may search and use the information recorded at other financial institutions and crime prevention agencies from other countries.

A financial link between joint applicants or between you and any named partner, spouse or individual will be created at the credit reference agency. This will link your financial records, including previous and subsequent names, where each will be taken into account in all future applications by either or both of you. If you already have a financial association, we will assess your application on this basis. This situation will continue until one of you successfully files for a 'disassociation' at the credit reference agency. We will also pass details about you and how you manage your Account (if your application is successful) to credit reference agencies as per industry requirements. You understand that this will include if you fail to make agreed payments into your Account (even if you stay within the agreed credit limit or Approved Overdraft limit, if applicable) and that this information may affect your ability to get credit.

### Information we may store on your computer:

UBL UK may gather and analyse information regarding usage of its website. This information may be gathered by using a cookie. A cookie is a small text file placed on your computer's hard drive by our web page server. You can choose whether to accept a cookie or not.

Emails from or on behalf of UBL UK may include technologies to track, for research purposes. Further information can be found on our website: <a href="https://www.ubluk.com">www.ubluk.com</a>.

### Complaints:

Whichever method you choose to contact us, we will investigate your complaint thoroughly and look for a resolution for you. We appreciate you taking the time to contact us about your complaint and in turn we want to ensure that this process is made easier for you, therefore you can lodge your Complaint and feedback in the following ways:

- In person: just visit our branch and speak to a member of staff.
- (The addresses of our branch network can be found under the 'Branch Locator' section of the 'About Us' area on our website at www.ubluk.com/about-us/branch-locator).
- In writing to: Complaints Department, UBL UK, 2 Brook Street, London W1S 1BQ.
- By phone: 0808 202 4977.
- By Email to: Complaints@ubluk.com
- Online by: Visiting our Website www.ubluk.com/contactus.
- By secure message from your account through internet or mobile banking.

### Investigation, Resolution and Response Times

We will investigate your complaint, resolve it as promptly as possible and provide you with a written response within the prescribed timeframes. We will ensure that we provide you with a full and final response to your complaint within 35 business days after the day on which the complaint is received.\* You have our commitment to:

- Ensure your complaint is effectively logged with the Bank.
- Acknowledge your complaint so that you have reassurance that your complaint has been received and an investigation is underway.
- Undertake an investigation of your complaint with a view to ensuring it is resolved as promptly as possible.
- Provide the conclusions of our investigation in a Final Response Letter to you within the timeframe outlined above.

Where the Bank is unable to meet this timeline for reasons beyond the Bank's control, a further communication will be sent to you explaining the reasons for the delay and the actions that we are taking to resolve matters.

### The Financial Ombudsman Service

Following receipt of your Complaint Final Response letter from the Bank if you feel dissatisfied with the resolution of your complaint, you have the right to refer your complaint to the Financial Ombudsman Service (FOS) free of charge, but you must do so within six months of the date of the Final Response Letter FOS is an independent organisation that helps consumers and businesses that provide financial services to arbitrate and resolve complaints independently.

You can contact FOS using the following methods:

- In writing to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- By Phone: 0800 023 4567.
- By Email: complaint.info@financial-ombudsman.org.uk.
- Online: Website www.financial-ombudsman.org.uk

Leaflets entitled 'your complaint and the ombudsman' are also available from our branch.

\*Business day is any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays, Bank Holidays and other public holidays.



# Section 2: Personal Banking General Terms and Conditions

### SECTION 2: PERSONAL BANKING GENERAL TERMS AND CONDITIONS

These Personal Banking Terms and Conditions explain our obligations to you as well as your obligations to us and apply to all of our products and services but may be added to or varied by the "Specific Terms and Conditions" section of this document relating to the specific product which you are using ("Specific Conditions"). Together, the Personal Banking General Terms and Conditions, Personal Banking Specific Terms and Conditions and Personal Account Schedule of Charges or Islamic Banking Tariff List comprise the Agreement between you and us for the provision of the products and services you have selected. Please note that some of the following terms only apply to Payment Accounts. You should check the Specific Conditions to determine whether your Account is a Payment Account or Non-Payment Account. If any Personal Banking Specific Terms and Conditions contradict the Personal Banking General Terms and Conditions, then the Specific Conditions will apply.

Please carefully read the Personal Banking Terms and Conditions and the 'Personal Banking Specific Terms and Conditions' that apply to your Account(s) as outlined within this document, and keep this Agreement in a safe place for your future reference.

You may request a copy of these Personal Banking Terms and Conditions at any time by contacting our Customer Services Department, or visiting <a href="https://www.ubluk.com/about-us/resources/">www.ubluk.com/about-us/resources/</a> to access our Personal Banking Terms and Conditions on our website.

### Meaning of words:

In this Agreement the following definitions apply:

- "Account" means any account opened in your name by us;
- "Business Day" means Monday to Friday excluding UK Bank Holidays;
- "Cash ISA" means an Account opened with us and managed in accordance with the ISA Regulations where money is placed with us for a fixed period and for a fixed rate of interest where there are limits on how much can be saved each year;
- "Current Account" means an Account for day to day use where you can pay in and withdraw money at any time without giving notice, through a branch, using a debit card, cheque and/or electronically;
- "Debit Card" means a card issued in conjunction with our Current Account(s), which allows you to make payments and withdrawals from the current account together with your PIN/Security Details;
- "Direct Debit" means a transaction which is initiated by the payee on the basis of consent given by you to the payee, to the payee's payment service provider to debit your Account for a payment to be made;
- "Fixed-Term Deposit" means an Account where money is placed with us for a fixed period and has special terms including with regard to the rate of interest paid and limitation on withdrawals;
- "Foreign Cheques" mean a cheque in a foreign currency or cheques in sterling paid out of an Account at a bank abroad (in countries other than in the UK, the Isle of Man, Gibraltar or Channel Islands);
- "Interest Rate Sheet" means the document available from UBL UK branch and on our website containing details of the interest rates applicable at the time and minimum/maximum balance applicable to Accounts, which may be updated from time to time;
- "ISA Regulations" means the Individual Savings Account Regulations 1998 (as amended from time to time);
- "Islamic Banking Tariff List" means the list of charges that apply to Islamic Banking Accounts
- "Joint Account" means an Account opened in the name of more than one person each of whom is responsible (both individually and together) for the obligations contained in this Agreement;
- "Internet and Mobile Banking, or Digital Banking Platform" means UBL UK's online and mobile banking services;
- "Notice Account" means an Account on which you must give notice before withdrawing any money;
- "Non-Payment Account" means an Account which has restrictions on money being paid in and out and through which Payment Transactions are not usually executed, such as Savings Accounts (excluding the Online Easy Access Account) and Fixed Term Deposits;
- "Overdraft" means a credit facility where UBL UK allows you to draw more money (including but not limited to withdrawals by cheque, ATM or bank transfer) than is standing to the credit of your Account so that you will owe UBL UK the overdrawn amount as a debt. Overdrafts are either an "Approved Overdraft" which is an Overdraft (not available for Islamic Current Accounts) of a set amount which we agree you can overdraw your Account by, prior to the Account going into debit or an "Unapproved Overdraft" which is an Overdraft (no overdraft options are available for Islamic Current Accounts so you must ensure that you do not have a balance below £0) where we have not given our approval and consent to your Account going into debit;
- "Payment Account" is an Account through which Payment Transactions may be executed and does not have restrictions on how money is paid in or out of the Account, such as a Current Account or Online Easy Access Account;
- "Payment Instruction" means any instruction given by you to us whether in writing, by using a debit card (or other Payment Instrument), electronically or by any other permitted means that we inform you of, requesting the execution of a Payment Transaction;
- "Payment Instrument" means any Debit Card, cheque book, mobile or internet banking arrangements used for operating an Account;
- "Payment Transaction" means an act, initiated by either the payer or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;
- "Personal information" means information about you that UBL UK has received from you and others including but not limited to: your name, address, DOB, account details and details of payments made in and out of your Account;
- "Personal Account Schedule of Charges" means the list of charges we may apply to certain Accounts, which will be notified to you specifically through documents and notifications relating to each of these Accounts;
- "Profit Rate Sheet" means the list of expected profit rates applicable to Islamic Banking Accounts
- "Remittance" means an international transfer to Pakistan using UBL UK NetRemit
- "Savings Account" means an Account bearing interest or profit including a Fixed-Term Deposit, Notice Account, Online Easy Access Account or Cash ISA (Online Easy Access Account and Cash ISA's are interest bearing only and UBL UK does not offer Islamic Alternatives);
- "Security Details" means the processes or security procedures we may ask you to follow or use, for example, a password or other information, security numbers or codes such as Personal Identification Numbers ("PINs") (all of which are known only to you). This information is used to make an instruction relating to your account or confirm your identity or make Payment Instructions, and which may be used in combination with a Payment Instrument;
- "Standing Orders" means an instruction by you to us to set up and pay regular amounts at regular intervals to a payee's bank; "UBL UK", "United Bank UK", "wer" "our" or "us" means United National Bank Limited;
- "You" or "your" means the named holder of each Account and, in the case of a Joint Account, each of the Joint Account holders.

### **Eligibility for an Account**

- 1.1 There are some requirements that you must meet for us to be able to open an Account for you which are as follows:
- 1.1.1 Unless the Personal Banking Specific Terms and Conditions detailed within this document state otherwise, you must be a permanent resident in the UK (excluding the Channel Islands and the Isle of Man) and retain a permanent residential address in the UK.
- 1.1.2 If age limits or deposit limits apply to your Account, then this will be communicated to you at the time of Account opening and in the Personal Banking Specific Terms and Conditions related to your Account detailed within this document.
- 1.1.3 You must not use the Account for business purposes.
- 1.1.4 You can only maintain one Account of each product type (excluding Fixed Term Deposits and Fixed Rate Cash ISA's where one deal for each tenor may be held in the same account) in your name or a second account with a Joint Account holder.
- 1.1.5 You must provide us with any evidence which we require to be satisfied of your identity, Source of Funds and Source of Wealth, where requested. We will inform you of the information we need to open the type of Account that you require.

  General Information about Account Eligibility
- 1.2 We may open sole or Joint Accounts and provide such services and benefits including Overdrafts as agreed with you.
- 1.3 You can open an Account with us in the following ways:
- By post: Download a copy of the relevant application form from the website, available at <a href="www.ubluk.com/resources">www.ubluk.com/resources</a> and return along with originals or certified copies of your supporting documentation to: FREEPOST: RUEE-STYR-XYKE, UBL UK, 2 Brook Street, London W1S 1BQ
- In Branch: by visiting our London branch and providing the documents required to verify your identity,
- Digitally: thorough our internet or mobile banking channels if available at the time of account opening.

### 2. Joint Accounts

- 2.1 Some of our Accounts can have two or more Joint Account holders. Details of these Accounts are given in the Personal Banking Specific Terms and Conditions section of this document.
- 2.2 If you have an Account that can be operated by Joint Account holders, then unless you give us other instructions in writing or unless we require all account holders to give us instructions depending on the type of Account:
- 2.2.1 We may act on information from any one account holder, including carrying out any Payment Instruction given by one account holder.
- 2.2.2 Each account holder can use the Account on their own, without the others' approval, including giving instructions to arrange a loan or overdraft facility or terminate or request a service. Please also refer to our Personal Banking Specific Terms and Conditions relating to Overdrafts in the section of this document covering Current Accounts.
- 2.2.3 Any one account holder can give us instructions to close the Account.
- 2.2.4 We may send statements to one account holder, but you may request for statements to be sent to all account holders and any account holder may request that the statements be sent electronically and/or by paper.
- 2.2.5 We may give any information about the Joint Account and the Joint Account holders to any one of the account holders.
- 2.2.6 A notice we send to any one account holder will count as notice sent to all account holders.
- 2.2.7 Where the Joint Account holders request the Account to be operated on a joint only basis, we will not be able to provide Debit Cards or offer internet or mobile banking facilities on your Account.
- 2.3 All account holders as Joint Account holders are responsible for complying with the terms of this Agreement individually and together.
- 2.3.1 We may demand repayment or take action to recover any fees, charges, debts or repayments owed to us in respect of the Joint Account against any one or all account holders; and
- 2.3.2 We can use money in Accounts held in your sole names to recover and set off any amount owed to us in respect of a Joint Account, and we can use money in any Joint Account to recover and set off any amount owed to us in respect of an individual holder's Account.
- 2.4 If we receive notice of a dispute between holders of a Joint Account:
- 2.4.1 We will require all instructions to be given with the agreement of all account holders.
- 2.4.2 We can suspend some services on your Account (e.g. online banking); and
- 2.4.3 We can ask you to return cheque books and cards. Until they are returned, transactions may still be deducted from your Account.
- 2.5 We will also require the agreement of all account holders to carry out any instructions if:
- 2.5.1 You want to add or remove a person as a Joint Account holder, or authorise someone else to operate the Account on your behalf. (e.q. a third party mandate or power of attorney); and
- 2.5.2 You want to transfer the Account into the sole name of one of the account holders and all account holders return the individual cards and cheque books to us and we are satisfied that there is sufficient financial standing to run the Account alone.
- 2.6 If a Joint Account holder becomes deceased, all rights and obligations in relation to the Account will remain with the surviving Account holder(s) unless the Account has been opened in Scotland (see Clause 2.6.3 below). If there is no surviving Account holder:
- 2.6.1 We will freeze the Account. This means that all future recurring Payment Transactions will be cancelled; and
- 2.6.2 The money in the Account will normally be held by us until we receive instructions from the Administrator or Executor of the deceased's estate. We will require anyone purporting to act as an Executor or Administrator to provide official documentation confirming their appointment as well as identity and they will be subject to full verification measures by the Bank.
- 2.6.3 If the Account is opened in Scotland, the rights and obligations do not automatically transfer to the surviving Account holder. The deceased estate's personal representatives will need to instruct us on how to administer the portion of proceeds in the Account that belongs to the deceased customer's estate.
- 2.7 Please also see Clause 3 on Security Details and Clause 22 (FSCS) for further information relating to Joint Accounts.

### 3. Security and How to Protect your Account

- 3.1 We may provide you with Payment and other Security Details to protect the security of your Account and to enable you to safely operate your Account.
- 3.2 When we contact you or you contact us we will need to verify your identity before you can give us instructions or we can disclose or discuss confidential information about your Account(s).
- 3.3 If you visit our branch to discuss or take an action pertaining to your account, we may ask you for identification such as:
  - Your signature on written instructions
  - Photographic identification
  - Presentation of your debit card (if one is issued to you Current Accounts Only)

- 3.4 When you are using Internet or mobile banking, making online card payments or using cash machine (or otherwise remotely accessing our banking services) we will verify your identity using the Security Details we have agreed with you before carrying out a Payment Instruction, this will ensure that activity on your account is undertaken securely.
- 3.5 A Payment Transaction will be considered as authorised by you where you have given your consent to its execution. We will treat any of the following as your consent to carry out any Payment Transactions:
- 3.5.1 Payment Instructions made in writing (in whatever form we may request) and verified by your signature, or sent from mobile or internet banking using Secure Messaging;
- 3.5.2 Presenting your card and entering your PIN number (or signing the sales slip in which your signature will be verified);
- 3.5.3 Using your password; or
- 3.5.4 Using the internet or mobile banking arrangements we have notified to you.
- 3.6 We will take reasonable measures to prevent unauthorised access to your Account(s) and to make sure they are secure.
- 3.7 We reserve the right to ask you security questions or verify your identity and can refuse to carry out your instructions where you fail to satisfy our security requirements or for other reasons at the Bank's discretion.
- 3.8 You are also responsible for ensuring that you take appropriate steps to keep information regarding your Accounts secure.
- 3.9 From time to time, we may give you recommendations which we reasonably consider are necessary to prevent unauthorised access to your Accounts.
- 3.10 We recommend that you take the following steps to keep your Payment Instruments and Security Details safe:
- 3.10.1 Do all you reasonably can to make sure no one finds out your Security Details;
- 3.10.2 Where you can select your Security Details (such as a password or code), don't choose obvious passwords or codes (such as your date of birth);
- 3.10.3 Don't write down your Security Details either on, or keep them with, your Payment Instruments or UBL UK documentation;
- 3.10.4 Be alert to anyone that may be able to listen in to your calls with us, or watch you entering or making use of your Security Details;
- 3.10.5 Don't give anyone your Payment Instrument and Security Details in order to access or operate your Accounts unless it is a Third Party Provider who you have authorised to make a payment or access your information (including but not limited to ensuring you do not divulge your security questions and answers, internet or mobile banking password / passcode and debit card pin to any unauthorised individuals).
- 3.10.6 Take reasonable steps to protect Payment Instruments from damage;
- 3.10.7 If your signature is required, sign any card or document as soon as you have received it; and
- 3.10.8 If you use our internet or mobile banking services, your computer, modem and mobile phone must meet any reasonable requirements we may set which you can find on our digital banking platform once you have logged in. If you have our mobile banking app, you should ensure that you take reasonable measures to keep your mobile device secure. We advise all customers to install a password or PIN on their devices so UBL UK mobile banking services cannot be accessed if the device is lost or stolen. Installing a password or PIN on your device will provide an additional layer of protection against access to mobile banking and in turn your account.
- 3.10.9 You must carry out your own regular virus checks.
- 3.10.10 You must not change or copy any software we provide, or give it to another person.
- 3.11 If you hold Joint Accounts which can be operated on the basis of instruction from any one of the account holders, then each Joint Account holder will be given their own Payment Instruments and Security Details to operate the Account alone. These will be personal to each Joint Account holder. You may not share or allow the other Joint Account holder to use your cards, PIN, mobile banking, internet banking or other Security Details.
- 3.12 You must advise us as soon as you can if you:
- 3.12.1 Notice any errors, unusual or unauthorised items in the Account, a statement or other correspondence with us;
- 3.12.2 Find our services are not working properly;
- 3.12.3 Think any Payment Instruments or Security Details relating to your Account have been lost, stolen, damaged or are being misused; or
- 3.12.4 Think someone may be accessing your Accounts without your authority or that your account and Security Details have been compromised enabling unauthorised access to your account.
- 3.13 You should contact our Customer Service Department as soon as possible on (+44) 0121 753 6000, Monday to Friday from 9:15am to 5:15pm or by Secure Message from our internet or mobile banking services. If calling out of office hours, leave a message informing us of the situation and we will review this the next Business Day and ensure that the matter is resolved as promptly as possible. To report a lost or stolen Debit Card, please call us on (+44) 0207 796 1517 (lines are open 24 hours a day).
- 3.14 You should also contact us as soon as you become aware of any Payment Transaction that was not authorised by you or has been incorrectly executed, and in any event within 13 months. If you fail to notify us within this timeframe, you may not be entitled to the protections from liability contained in this Agreement. The quicker you advise the Bank upon becoming aware of any unauthorised activity on your account the better, the longer this is left the more difficult it can become to investigate the matter and retrieve your funds, where relevant.
- 3.15 Unless you are requested to do so via our secure internet or mobile banking, you should not email us confidential information or instructions and you should not respond to any emails asking for your Account information, Security Details or any information about your Payment Instrument even if it appears that the email has been sent by us. We will never ask for these details by email. Our Digital Banking Platform provides a secure messaging functionality and you may be asked through this channel for information to support your enquiry which you can view and respond to on internet or mobile banking.

- 3.16 We reserve the right to suspend the use of your Payment Instrument if we suspect that:
- 3.16.1 The security of the Payment Instrument is compromised;
- 3.16.2 The Payment Instrument is potentially being used to perpetrate money laundering or other criminal activity;
- 3.16.3 There is unauthorised or fraudulent use of the Payment Instrument; or
- 3.16.4 Where credit is provided, we consider that there is an increased risk that you will be unable to pay.
- 3.17 We will contact you to inform you of our intention to suspend your Payment Instrument, or if we are unable to contact you beforehand, we will do so immediately afterwards. However, we are not obliged to contact you where it may be unlawful to do so, or it would compromise reasonable security measures or the Bank's regulatory obligations.
- 3.18 To unblock a suspended Payment Instrument, you should contact the number provided in Clause 3.13 above. Please note, however, unblocking a suspended Payment Instrument is at the Bank's discretion and we are within our rights to reject such a request.
- 3.19 We will not be liable for any loss or damage that arises out of any breach of the safety and security instructions we have given you to keep your Payment Instrument or Security Details safe. If there is any loss or damage arising out of any breach of safety and security instructions, then the maximum amount you can be held liable for is £35.00.
- 3.20 We may record any phone calls with you to check that we have carried out your instructions correctly, to help improve our service, check that we comply with our regulatory obligations, and to help detect or prevent financial crime. You hereby consent to us doing this.

### 4. Third party mandates

- 4.1 We may accept and allow a third party to operate an Account where you have authorised this third party to act on your behalf.
- 4.2 For us to accept such authority from you, you (or in the case of a Joint Account each of the Joint Account holders) must sign a "third party mandate" instructing us to do so or provide a duly executed power of attorney.
- 4.3 We will request identification documents in order to verify the identity of such a third party in accordance with our normal client due diligence procedures.
- 4.4 In certain circumstances, the law may require us to allow someone else to operate your Account (for example, if you become incapable, bankrupt or sequestrated, or in the event of death) and any third party mandates or powers of attorney you have given to us may become ineffective.
- 4.5 For security reasons, we may not allow a person who is operating your Account on your behalf to have access to some services and this will remain at the discretion of the Bank.
- 4.6 You will be liable for all or any debts (including Overdrafts) incurred on your Account as a result of the Third Party operating your Account. We will not be responsible for any loss or damage caused by any act (or failure to act) by any third party authorised by you (or by law) to operate your Account.

### 5. Classification of Accounts

- 5.1 As of 13 January 2018 some UBL UK Savings Accounts can be classified as either Payment or Non Payment Accounts. UBL UK Deposit Accounts and Easy Access Accounts will become Payment Accounts. These Accounts will operate in the same way as they have always done but with the additional functionality as detailed in the Section 6.16, 'Payments Out of your Account (Other than Cheques and Debit Card Payments)'. You can choose to use these new services or operate your account as you have done so previously.
- 5.2 UBL UK Fixed Term Deposit, Fixed Rate Cash ISAs and Notice Accounts will remain as Non-Payment Accounts. Any Account where funds are fixed and a penalty or profit reduction is applied for early withdrawal; or where there are limits as to how much you can save per year, for example, ISAs, are classed as Non-Payment Accounts.

### 6. Payment Services

- 6.1 The following Clauses, unless otherwise specified, only apply to Payment Accounts.
- 6.2 We use the UK Faster Payments Scheme (Faster Payments) whenever possible to carry out money transfers between bank accounts in the UK.
- 6.3 Faster Payments is a secure service that allows money to be transferred within a few hours to its recipient. We use this as the automatic method to send money. Please see Clause 8 below for details on timing and please refer to our Personal Account Schedule of Charges or Personal Islamic Tariff List for applicable charges.
- 6.4 If we are unable to use Faster Payments to carry out your transaction, we will inform you. The alternative methods available, such as BACS or CHAPS may not transfer money as quickly as Faster Payments and we may charge you for using such alternative methods as detailed in the Personal Banking Schedule of Charges or Personal Islamic Tariff List.
- 6.5 Cut off times will apply to when we can accept Payment Instructions from you. This means that any Payment Instruction accepted after a cut off time will be treated as having been received on the next Business Day and will be processed on the next Business Day. Please see the tables in Clause 6.31 and clause 6.32 for applicable Cut- Off Times.
- 6.6 Your Account balance includes:
- 6.6.1 Transactions that are still being processed (such as cheques and Debit Card Payments in the process of being cleared) and so maybe subject to change; and
- 6.6.2 The available balance, which represents funds you are able to withdraw (subject to any other restrictions on withdrawals) including the amount of any overdraft.
- 6.6.3 An indication as to whether your account has gone into overdraft (Islamic accounts are not permitted to go into any overdraft so you must ensure your balance does not go below £o).
- 6.7 In respect of all Payment Transactions within the EEA, we will make available to you the following details of the Payment Transaction:
- 6.7.1 A reference enabling you to identify the payment, the date of the payment and where appropriate, information relating to the recipient;
- 6.7.2 The amount and currency used for the Payment Transaction and any exchange rate applied;

- 6.7.3 The amount of any charges and where applicable a breakdown of these charges or interest payable by or to you as soon as reasonably practicable after the account is debited; and
- 6.7.4 The debit value date for the transaction or the date of the receipt of your Payment Instruction, or credit value date in the case of payments into your Account.

### Payments into Your Account (other than cheques and Debit Card Payments)

- 6.8 Depending on the type of Account you hold, you may pay money in by cash, cheque, counter cheque, banker's draft or by electronic transfer of funds. To pay money in, you must provide us with the relevant payment details:
- 6.8.1 For cash payments, your name (or the name on your Account if different), your Account number and sort code. Deposits of £5,000 cash or more in a single or linked deposit in the last 3 months, requires evidence of source of funds to be presented.
- 6.8.2 For electronic transfer of funds, your Account number and sort code and the same details for the beneficiary of the funds;
- 6.8.3 For an international transfer of funds into your Account, the IBAN and BIC (which can be found on your statement); or
- 6.8.4 For cheque payments please see Clause 7 below.
- 6.9 If you deposit money using incorrect payment details, the payment may be returned or the Bank may I pay the funds into whichever of your Accounts that we think appropriate. We will not be held liable for mistakes where incorrect payment details are provided to us. In cases where incorrect payment details are provided, this can cause delays in processing of the payment.
- 6.10 We reserve the right to debit your Account without your prior consent if a payment made through the Faster Payments Scheme is incorrectly applied to your Account or the remitting bank recalls the money. We also reserve the right to debit your Account without your prior consent if we suspect the funds are used for financial crime and / or if we are required to do so as a result of our regulatory obligations.
- 6.11 Please see table below for payment clearance times and when interest starts to be earned if appropriate (for sterling payments):

How the payment is paid in	When the funds are available for use	When Interest or Profit is Paid
Cash paid over the counter at a UBL UK branch before the Cut off time (4.00pm)	Immediately	Same Business Day (or the next Business Day if after counted after the Cut off time), if applicable.
Cash paid over the counter at another bank	Second Business Day	Second Business Day, if applicable.
Electronic transfer of funds	Immediately (if received before the close of business). If received after the close of business, funds will be available on the next Business Day	Same Business Day (if before the close of business) or the next Business Day, if applicable.

- 6.12 For payments into your Account in cash that is in a different currency to that of your Account, funds will be available at the end of the next Business Day from receipt.
- 6.13 For payments into Non-Payment Accounts, availability of funds and value dating will be treated as the same as for Payment Accounts as set out in the table above.
- 6.14 UBL UK will return any funds credited to your account in error by Faster Payment without prior consent from you. We will share all relevant information with the payment issuing bank so that the payer can trace the funds that have been credited into your account in error.
- 6.15 If a payment is received via CHAPS in error into your account by a sending bank or a sender, we will not debit your account and retrieve the funds without your consent. If you believe the funds have not been credited in error and are genuinely for you then we will send a message to the sending bank notifying them of this.

### Payments Out of Your Account (Other than Cheques and Debit Card Payments)

- 6.16 If you have a Current Account, Deposit Account or an Online Easy Access Account with UBL UK, you will be able to give permission to certain Third Party Providers (TPPs), authorised by the FCA or other European regulators, to access information and to make payments. This will not be possible for Cash ISAs, Fixed Term Deposits (Islamic or conventional) and Notice Accounts (Islamic or Conventional) or UBL UK NetRemit Accounts.
- 6.17 As long as you can access your Current, Deposit or Easy Access Accounts through internet or mobile banking services:
- 6.18 You have the option to instruct a TPP to make a payment on your behalf. To do this you will be required to share the security credentials provided by UBL UK with the TPP (this should only strictly be done where the TPP is fully authorised to act on your behalf). This will allow the TPP to access your account online with us. This instruction received from a TPP will be treated as if it has been instructed by you. After you have authorised a payment to be made by a TPP it cannot be stopped. UBL UK strongly advises you to check and ensure any TPP you allow access to your accounts are authorised to carry out the services they are offering in line with our comments above.
- 6.19 TPPs can be instructed by you to obtain and hold information about your account. When this instruction has been given the responsibility to ensure the security of this data lies with the TPP.
- 6.20 The amount of access given to any TPP on your accounts will be the same amount of access that you have on your account. For example, if the online access you have to your account does not permit you to make an online payment from that account a TPP will also not be permitted to make a payment from that account.
- 6.21 Access maybe refused to a TPP if we believe there is a potential risk posed by the TPP, such as, the risk that they will perpetrate financial crime through the Bank.
- 6.22 We will allow you to make withdrawals or payments from your Account:
- 6.22.1 If you have enough available money in your Account, or enough unused Approved Overdraft (not applicable to Islamic Accounts) to cover the withdrawal or payment; or
- 6.22.2 If you request an Unapproved Overdraft and we agree to provide that service (UBL UK does not offer overdraft facilities for Islamic Accounts).

- 6.23 To make payments out of your Account, you must provide us with the following details:
- 6.23.1 For over the counter withdrawal, you must provide us with proof of ownership of the Account e.g. a bank card or additional proof if the withdrawal amount is over certain threshold limits;
- 6.23.2 For payments and electronic transfer of funds (including Direct Debits and UK Standing Orders if permitted) the name of the person, Account number and sort code you want to pay to;
- 6.23.3 For cash machine withdrawals, input your PIN;
- 6.23.4 For an international transfer of funds (or for International Standing Orders):
- 6.23.4.1 The name, address and Bank Identifier Code (BIC) of the bank of the person you want to pay;
- 6.23.4.2 The bank Account number or International Bank Account Number (IBAN) of the person you want to pay;
- 6.23.4.3 Your name and Account number.
- 6.24 For internet and mobile banking services, you must provide the password you have chosen and any other Security Details requested or activated devices.
- 6.25 It is important that the above details for the payee are correct (i.e. account number, sort code, IBAN), as you may be liable for any loss or delay in the event that these are incorrect. Where you subsequently discover that these details are incorrect, we will make reasonable efforts to recover the funds, but we may make a charge for this even if we are unsuccessful in recovering the funds (applicable charges set out in our Personal Account Schedule of Charges or Personal Islamic Tariff List).
- Where withdrawals from your Account are permitted, maximum daily limits apply to the amount of cash you can withdraw using your Debit Card (£250), There may also be a maximum or minimum limit on the amount you can withdraw from a branch counter for those Accounts that allow it and there is a maximum daily withdrawal limit of £10,000 through internet or mobile banking from banking accounts (Current and Savings Accounts), and a maximum UBL UK NetRemit single transaction limit of £20,000). There could be a fee for this service depending on the type of Account you have. (Please see our Personal Account Schedule of Charges or Personal Islamic Tariff List or the Personal Banking Specific Terms and Conditions applicable to your account type).
- 6.27 If we receive your Payment Instruction before the cut off time on a Business Day, we treat that Payment Instruction as having been received on that Business Day and in most cases will process it on the same Business Day. Please note there are reasons that may mean that your transaction is not processed on the same day and may take longer to process, for example, if the payment is deemed to require further review, including if it is flagged by our sanctions system (even if it is a false positive).
- 6.28 If a card payment is authorised by you and you are unaware of the final amount of the payment, UBL UK will only reserve the amount you have agreed to be authorised. An example of this situation is when you check into a hotel and the final invoice is presented at the end of your stay.
- 6.29 In some cases, you may be requested to provide specific details of the purpose of the payment, Source of Funds for the payment and possibly your Source of Wealth. The Bank reserves the right to request this information from you at any point in time.

### **Receipt of Payment Instructions**

- 6.30 If we receive Payment Instructions on a non-Business Day, it will be treated as received and processed on the Business Day thereafter.
- 6.31 As outlined above, if we receive payments after the stipulated cut off times detailed in clause 6.33, then the transaction will be processed the next working day.
- 6.32 If we receive Payment Instructions to be made on a future date, it will be treated as received on the date the Payment is to bemade.
- 6.33 Please see table below for Payment type and corresponding cut off times:

Payment Type	Cut-off Time
Faster Payments using Internet or Mobile Banking	24/7
Faster Payments via UBL UK branch	4.oopm
CHAPS (via branch counter)	3.30pm
SWIFT	3.30pm

6.34 The table below shows when we will treat a Payment Instruction as having been received by us: (Please also see exceptions in Clauses 6.35 – 6.36 below)

When the Payment Instruction is received by us	When we treat it as received	When the Payment is made out of your Account
On a Business Day (before the Cut-Off Time)	On the same Business Day	On the same Business Day
On a Business Day (after the Cut-Off Time)	On the next Business Day	On the next Business Day
On a non-Business Day	On the next Business Day	On the next Business Day
If you want payment made on a specific day in the future (e.g. last day of a month)	On the day the payment is to be made	On the day the payment is to be made
Via our Online Banking service (using the Faster Payments Scheme)	On the same Business Day (normally within a few hours)	On the same Business Day
When you use your Card and PIN to make a withdrawal, give a Payment Instruction or use a contactless card	On the same Business Day (normally within a few hours)	On the same Business Day

- 6.35 We may refuse any withdrawal or payment from your Account if:
- 6.35.1 It is requested by using our Unapproved Overdraft service;
- 6.35.2 You do not have enough money available in your Account;
- 6.35.3 You have exceeded your maximum daily withdrawal limit; or
- 6.35.4 If required by law, by court order or regulatory authority for the prevention of financial crime or other illegal activity.
- 6.35.5 If your payment is identified to be made to or associated with a sanctioned individual / entity.
- 6.36 Further detail about the refusal of payments is provided in Clause 11 below.

### 7. Cheques

### Paying Cheques into your Account

- 7.1 You may only pay-in cheques made payable to you.
- 7.2 We may return cheques which have been presented after six months from the date that they have been issued.
- 7.3 We can also refuse to accept a cheque on technical grounds e.g. where it has not been signed or is undated or where the words and figures do not match.
- 7.4 We can also refuse to accept a cheque if we deem it to be fraudulent or suspect it is being presented for the purposes of other financial crime.
- 7.5 Cheques can be returned unpaid by the bank of the person who wrote the cheque, even if the funds have been made available to you.
- 7.6 If you have drawn against these funds, we can take the money back up to and including the sixth Business Day after the cheque has been paid into your Account.
- 7.7 If you have been fraudulent, we can recover the money at any time.
- 7.8 If debiting the transaction causes you to become overdrawn or exceed your Approved Overdraft limit, you will be treated as making an Unapproved Overdraft request.
- 7.9 We will not re-present a cheque if it is returned unpaid by the bank of the person who issued to you, unless you request us to do so on reasonable grounds.

### **Cheques Clearance Timescales**

7.10 The table below shows when a cheque (including counter cheque and banker's draft) will be processed, when funds will be made available to you and when you can be certain the money has cleared and cannot be debited from your Account.

Day cheque paid in	Day interest or Profit begins	Day we allow you to withdraw money	Day you can be sure the money is yours
Monday	Wednesday	Friday	Following Wednesday
Tuesday	Thursday	Monday	Following Thursday
Wednesday	Friday	Tuesday	Following Friday
Thursday	Saturday	Wednesday	Following Monday
Friday	Tuesday	Thursday	Following Tuesday
Saturday	Wednesday	Friday	Following Wednesday
Sunday	Wednesday	Friday	Following Wednesday

### Paying Out on Cheques You issue

- 7.11 It is your responsibility to make sure you have available funds in your Account to cover any cheques you have written as we will debit your Account on the same day the cheque is received by us.
- 7.12 You may be able to stop a cheque that has not yet been paid by calling us with details of the cheque number, amount and date, whom it is payable to, the reason for stopping the cheque and similar details for any replacement cheque. We may charge for trying to stop the cheque, whether or not we succeed in doing so (please see Personal Account Schedule of Charges or Personal Islamic Tariff List for more details).
- 7.13 You may not ask us to pay a cheque later than when we receive it by writing a future date on it. We will not be liable if we pay the cheque before that future date.
- 7.14 If someone asks you to replace a cheque (because, for example, it is advised to be lost or there is a problem with it), it is your responsibility to ask for the old cheque back (and to destroy it), or to ask us to stop the old cheque, before you write a new one. If you do not do this, there is a risk that both the old and replacement cheques will be paid from your Account.
- 7.15 We may not accept a cheque for payment out of your Account if it is more than six months old.

### **Cheque Image Clearing**

- 7.16 From March 2018, if you pay in a cheque (including Banker's Cheques or Drafts) this may be cleared by the bank through the image Clearing System (ICS), the UK wide process that enables digital images of cheques to be exchanged between banks and building societies, through the ICS, for clearing and payment. Using the ICS as a clearing process does not impact your statutory rights against fraud and other financial crimes.
- 7.17 Cash paid into the branch of another accepting bank will usually take three working days to clear. Cheques or a combination of cash and cheques paid into the branch of another accepting bank will usually take five working days to clear.
- 7.18 From March 2018, if you pay a cheque (including Banker's Cheque or Drafts at our branch on a weekday i.e. Monday to Friday excluding Bank and Public Holidays and before the banks advertised Cut-Off Time) which is cleared through ICS, you will be able to withdraw the funds by 23:59 on the next working weekday (provided that the cheque has not been returned unpaid by the issuing bank).

### **Returned cheques**

- 7.19 If a cheque paid into your Account is returned unpaid the amount shown on it will be debited from your Account, even if funds have been made available to you.
- 7.20 If you have drawn against these funds, we can take the money back up to and including the sixth working day after the day the cheque is paid into your Account. We will send the debit advice to you if this is the case.
- 7.21 Depending upon the reason for the cheque being returned unpaid we will either re- present the cheque or return it to you.
- 7.22 Different procedures apply to cheques drawn in a foreign currency other than in Euros or cheques drawn in sterling or in Euros on a bank abroad. Speak to a member of our staff for more information.
- 7.23 Charges for unpaid cheques may be applied as set out in our Personal Account Schedule of Charges or Personal Islamic Tariff List.

### **Foreign Cheques**

- 7.24 A Foreign Cheque is a cheque drawn in a foreign currency other than in GBP or a cheque paid out of an account abroad (i.e. a country other than the UK, Isle of Man, Gibraltar or the Channel Islands).
- 7.25 We may agree to negotiate a Foreign Cheque or make another form of foreign payment available for payment into one of your Accounts. If you want us to obtain payment for you of a Foreign Cheque, you must "endorse" the cheque by signing your name on the back. Your signature must match that held by UBL UK for you. If the cheque is payable to more than one person, each of individual must sign the back of the cheque.
- 7.26 If you wish to pay a Foreign Cheque into your Account, the processing times for dealing with UK cheques do not apply and you may choose whether we negotiate it or collect it. Speak to a member of our staff for more information.

### 8. Payment Execution Times

### Payments within the European Economic Area (EEA):

8.1 If you wish to make an international payment to a person with an Account at a bank within the EEA, we can make the payment for you. The timescales for making payments are as follows:

Currency	How the Payment Instruction is given	Date funds are credited to the payee's bank (from the date the Payment Instruction is received)
GBP or Euro*	Payment Instructions in paper form	End of the second Business Day
GBP or Euro*	In any other method (at our branch, internet or mobile banking or using a Card and PIN)	End of the following Business Day
Any other EEA currency	In any method (at our branch, internet or mobile banking or using a Card and PIN)	End of the fourth Business Day

<sup>\*</sup>or transactions involving one currency conversion between the two (taking place in the UK), where the cross border transfer is in Euros.

8.2 Please note that the timescales above apply from receipt of the Payment Instructions in accordance with Clause 6.31 above. If we do not receive your Payment Instruction on a Business Day (or after the cut off time), it will be deemed to have been received on the next Business Day and the timescales above will apply from the date on which the Payment Instruction was deemed to have been received.

### Payments outside the EEA

- 8.3 If you ask us to make a payment to a person in any non-EEA currency or with an Account at a bank outside the EEA, we will let you know how long the payment will take. (How long it will take to make the payment will depend on the bank receiving the payment, the method used for the payment itself and banking practice of that non-EEA country).
- 8.4 The applicable exchange rate will be applied at the time we receive the Payment Instruction (see Clause 9 below).
- 8.5 We may charge you for carrying out international Payment Instructions. You will be informed of any applicable charges before the Payment Instruction is carried out. The charges currently applicable for international payments are included in our Personal Account Schedule of Charges or Personal Islamic Tariff List.

### 9. Exchange Rates

- 9.1 If you give us a Payment Instruction that requires conversion of one currency into another currency, we will use the UBL UK exchange rate for the relevant currency at the time we need to carry out your Payment Instruction, unless otherwise agreed with you, including in any Specific Conditions. The Exchange Rates will be displayed on our website www.ubluk.com and at our branch.
- 9.2 We will inform you of the exchange rate used for the currency conversion before the transaction is carried out. We will also inform you of the exchange rate applied and the amount of the transaction after the currency conversion is carried out. This will be included in the usual transaction information we provide you.
- 9.3 You can also find out the current exchange rate for any currency we deal in by calling our Customer Service Department on (+44) 0121 753 6000.
- 9.4 However, if the UBL UK exchange rate changes (e.g. because of changes in the global market conditions) we may apply this changed exchange rate to a transaction immediately without prior notice, in which case we will inform you of the change as soon as possible after the transaction.

### 10. Cancelling or changing a Payment Instruction

10.1 We cannot change or cancel the Payment Instruction once we have received your consent to execute the Payment Transaction (see Clause 3.5 above), because we will start processing it when we receive it.

10.2 However, you can cancel a Standing Order, Direct Debit or any other payment which you asked us to make on a future date as long as you tell us by the end of the Business Day before the payment is due to be made. We may then treat your consent to any future transaction in that payment series as being withdrawn. You should therefore speak to the payee directly regarding an alternative method of payment for any goods or services.

### 11. Refusal of Payment Instructions

- 11.1 We may refuse to accept a Payment Instruction into an Account or to make a payment from an Account:
- 11.1.1 If we believe that doing so might cause us to breach a legal or regulatory requirement or court order;
- 11.1.2 If you have insufficient funds in your Account to meet the amount of the Payment Instruction including any charges payable whether or not this would place the Account in debit;
- 11.1.3 If the Payment Instruction is not clear or you have not provided us with the correct details to execute the transaction.
- 11.1.4 If we suspect that the payment is fraudulent, is related to money laundering, counter terrorist financing or other illegal activity;
- 11.1.5 Is we suspect that your payment is related to a sanctioned individual / entity;
- 11.1.6 If you exceed the maximum amount that can be taken out of your Account (where applicable) or have not met our internal controls for certain transactions which have been put in place for security purposes; or
- 11.1.7 If there is a significantly increased risk that you may be unable to pay any money you owe us on the relevant Account.
- 11.2 In the event that a petition for bankruptcy is made against you we may refuse to act on any instruction given by you or anyone else to make a payment out of your Account unless there has been an appropriate order previously obtained from the court, a copy of which has been presented to us including the appropriate court seals and sign off.
- 11.3 If we refuse a Payment Instruction, we will notify you of the refusal by the next Business Day and if possible, the reasons for the refusal. If the refusal was based on an error that can be corrected, we will inform you of the procedure to do so. Where our refusal is justified, we will charge you a fee for this service and it is included in our Personal Account Schedule of Charges or Personal Islamic Tariff List.
- 11.4 However, we will not notify you of the reasons for refusal to execute a Payment Instruction if such notification would be unlawful, such as where this may constitute tipping-off under any applicable anti money laundering laws. The Bank reserves the right not to advise you of the specific reasons for not acting on your Payment Instruction in such circumstances.
- 11.5 If we refuse a Payment Instruction for any of the reasons stated above, we will try to reduce the inconvenience to you but we accept no liability for any consequential loss which may arise as a result of our refusal to accept Payment Instructions.

### 12. Refunds for payments

- 12.1 Subject to the provisions below, we will immediately refund the full amount of a payment made within the EEA if:
- 12.1.1 You gave us a Payment Instruction (e.g. to make or receive a payment to your Account) and we did not carry it out correctly or failed to carry it out; or
- 12.1.2 You tell us about a payment made from your Account which was not authorised or which was incorrectly executed (in which case the payment will be refunded following investigation of the advised unauthorised transactions).
- 12.2 You can make a request for refund within thirteen (13) months of the date the payment was made.
- 12.3 For Payment Transactions initiated through the payee (e.g. card transactions or direct debits), you may be able to obtain a refund in the event that:
- 12.3.1 You authorised the payment but did not specify the exact amount to be paid; and
- 12.3.2 The amount paid was more than you could reasonably have expected to pay based on the circumstances, including your previous spending pattern.
  - However, you will need to request the refund in writing as soon as possible and no later than eight (8) weeks from the date the payment was made from your Account.
- 12.4 We will not be able to provide you with a refund under Clause 12.3 above if:
- 12.4.1 You consented to the Payment Transaction; and
- 12.4.2 You had been given at least four weeks' notice of the Payment Transaction by the payee or the payee's bank.
- 12.5 In addition to the refund, where applicable, we will pay you any charges or interest/profit you paid on that amount or restore your Account to the state it would have been in had the incorrect transaction not been completed. This includes paying you any interest/profit on that amount we would have paid you if the sum had not been debited from your Account. However, we are not required to refund charges or interest/profit if the circumstances giving rise to these are abnormal or unforeseeable circumstances beyond our control.
- 12.6 You will not be liable for any losses from unauthorised transactions where you have notified us that your Payment Instrument has been lost, stolen or misappropriated (in accordance with Clause 3.10 above), or if we have not provided a means for you to notify us, or your Payment Instrument is used for certain 'distance contracts' (e.g. transactions conducted over the internet). You will be liable for any unauthorised Payment Transaction up to a maximum of £50, where your Payment Instrument has been damaged, lost or stolen, or where you have failed to keep your Security Details (such as your PIN or password) safe.
- 12.7 However, you will not receive any refund (and you will be liable for all losses, including ours) if you have acted fraudulently or (unless you have notified us of the lost or stolen Payment Instrument) you have in a grossly negligent manner failed to comply with your obligations in relation to the security of the Payment Instrument that has led to an unauthorised Payment Transaction being carried out.
- 12.8 We shall be liable to you if a Payment Instruction is not executed correctly, unless:
- 12.8.1 We can show that the other party's payment service provider has received the amount of the Payment Transaction on time (or in the case of payment initiated by you as payee), we have sent the Payment Instruction and correct beneficiary details to the payer's payment service provider, and therefore the failure is the fault of the other party's payment service provider; or
- 12.8.2 The Bank has done what is reasonable possible to process the payment; or
- 12.8.3 Correct execution of the Payment Instruction would result in us breaching any provision of national or EU law or result in a breach of our regulatory requirements; or
- 12.8.4 The cause of any issue relates to the Bank's transaction monitoring review and the issue has occurred based on reasonable grounds.

- 12.9 Where you are the intended payee (recipient) of the funds under an incorrectly executed or non-executed Payment Transaction:
- 12.9.1 We will immediately resubmit any Payment Instruction to the payer's payment service providers; and
- 12.9.2 If you request, make immediate efforts to trace the transaction and inform you of the outcome.
- 12.10 The above provisions do not affect any rights you may have under the UK Direct Debit Guarantee Scheme.
- 12.11 Our liability under this Clause 12 is subject to the provisions of Clause 30 below (Force Majeure).
- 12.12 Clauses 12.1 12.8 will not apply if the Payment Transaction was not carried out within the EEA. In such a case, we will only be able to make a refund where a payment was not authorised by you or where we made a payment incorrectly or failed to make a payment. In this case, you can make a request for refund in writing within three (3) months of the date the payment was made, unless your Account does not receive regular statements in that 3-month period, in which case a further reasonable time will be extended to you.
- 12.13 If we have evidence to suggest you have acted fraudulently, illegally in another manner or with gross negligence failed to comply with your obligations in respect of the security of the Payment Instrument, we may decide to investigate the transaction and the circumstances in order to decide whether we should make a refund of the Payment Transaction. We will either refund the transaction, or inform you of our intention to investigate once you have contacted us to report the transaction as unauthorised or incorrectly executed. We aim to complete our investigations as swiftly as possible, and if a refund is due, we will immediately refund you the amount. We may also decide to investigate the circumstances after we have given you a refund. If we later determine that you have acted fraudulently, illegally in another manner or with gross negligence, we will give you reasonable notice of our intention to reverse the refund, you have an obligation to pay back the funds to the Bank in such circumstances

### 13. Borrowing and Overdrafts

- 13.1 Borrowing may be arranged for customers aged 18 and over either on an Overdraft on some Accounts or by a separate loan if you satisfy the lending criteria stipulated by us. Overdrafts can be either Approved Overdrafts or Unapproved Overdrafts. Loans and other forms of borrowing must be agreed with us under separate terms and conditions. UBL UK does not provide overdraft facilities for Islamic Accounts therefore for these accounts it is important that you do not go below £0 balance on your Account.
- 13.2 An Account holder is personally responsible for the repayment of any money borrowed from us whether by Overdraft or otherwise and whether this arises from the actions of that individual or any other person authorised by that individual. Please also see Clause 2 for further information relating to Joint Accounts.
- 13.3 Charges and Interest will be payable on Approved and Unapproved Overdrafts on your Account (see Personal Account Schedule of Charges for further information).
- 13.4 Further information is provided in the Personal Banking Specific Terms and Conditions relating to Overdrafts in the section covering Current Accounts within this document below.

### 14. Charges

- 14.1 Details of charges payable by you to us are listed in a separate document (the Personal Account Schedule of Charges or Personal Islamic Tariff List) which will be provided to you on Account opening and is also available on request or on our website at www.ubluk.com/resources.
- 14.2 The Personal Account Schedule of Charges or Personal Islamic Tariff List forms part of these Personal Banking Terms and Conditions. In addition, we may include specific charges relating to your Account in the Personal Banking Specific Terms and Conditions section of this document relating to that Account.
- 14.3 We reserve the right to change these charges and we will notify you of these changes in accordance with Clause 18 below.
- 14.4 At present for International payments there are options available in terms of who pays the fees associated with the payment. The fees can be paid by the payer and the payee to the respective banks or the payer or payee can choose to pay the full fees themselves. This choice will no longer be available for any payments within the European Economic Area (EEA) in any currency and each party will need to pay its own bank's fees.

### 15. Interest/Profit rates

- 15.1 Interest or Profit on your Account is calculated on the daily cleared balance. How interest/Profit is paid on different types of Accounts is included in the Specific Conditions relating to them within the relevant section of this document.
- 15.2 In the case of Accounts denominated in GBP, interest/Profit is calculated on the basis of a 365-day year.
- 15.3 For all other currencies interest/Profit is calculated on the basis of a 360-day year.

### 16. Statements

- 16.1 Depending on your Account type, we will send you written statements by post or electronically by email if you have opted for this, to you each month, or as per the Specific Terms and Conditions applicable to your Account. These statements will also be available via internet or mobile banking.
- 16.2 You can request a statement at any other time but there may be a reasonable charge for providing you with such statements (please refer to the Personal Account Schedule of Charges or Personal Islamic Tariff List for the specific fees).
- 16.3 Where you have requested us to send written statements, these will be sent to the registered correspondence address notified to us by you.
- 16.4 For how we send statements for Joint Accounts, please see Clause 2.
- 16.5 We may not send you monthly statements if there are no transactions in your Account for that month or if the only transaction in your Account relates to the payment of interest or profit. You will however receive an annual statement even if there are no payments into the Account during that entire year unless your Account is a dormant account.
- 16.6 We may also not send you statements on certain types of Accounts that do not require monthly statements but can make this information available to you upon request.
- 16.7 We may include messages with your statements to tell you about changes to this Agreement or to other Agreements or services you have with us.
- 16.8 You are responsible for checking statements, SMS messages, push notifications, emails or other Account Information that UBL UK give you. If you tell us about any errors on your Account, or if we notice any errors, we will correct them as soon as reasonably possible.

### 17. Alerts: UBL UK notification service (Push, SMS and Email Alerts):

- 17.1 UBL UK operates notification service for its customers. This service is free of charge. You will be automatically registered to receive some alerts via email and/or SMS regarding the activities on your account, and have the ability to set other alerts via internet or mobile banking. The premise of the alerts is to help you avoid charges and pertinently to provide an increased level of security for our customers. This is to keep you informed of your account activity by way of alerting you to transactions in your account on a real-time basis. The alerts also act as a mechanism to identify any fraudulent / unusual transactions on your account, as they enable you to alert us of any transactions that you have not authorised. A full description of the alerts that will be sent can be found in the table below
- 17.2 The alerts will be regarding any payments sent or received to and from your account as well as other account activities depending on the type of account you hold with us, and any optional alerts that you enable through internet or mobile banking.
- 17.3 If you have a Joint Account with UBL UK only the primary account holder will receive the alerts. The alerts are free, and will be sent via email and/or via SMS providing correct and up to date email and mobile numbers are provided, or as push notifications to the mobile device that you have installed and registered your account to.
- 17.4 The Bank has no control over the timing of the alerts as this is an automated process, this means that alerts can be received by you at any time of the day. The Bank is not liable if you receive the alerts at times that may be inconvenient for you.
- 17.5 Should you wish to deactivate the automated email or SMS alerts on your account at any point in time you can do so by contacting the Bank to request this and we will deactivate this service for you. For optional push and SMS alerts, you may manage these notifications in the account dashboard via internet or mobile banking.
- 17.6 For existing customers, we will use the contact information already provided to us for the alerts. In turn, please ensure your up-to-date mobile number and email address is registered with us. If you would like to check or update these details you can contact us via our website, in branch or over the phone.
- 17.7 Where we do not hold either your mobile number or email address, the alerts will be set up upon your request as soon as we have these details

these details.				
E-Alert Type	E-Alert Description			
Account Closed	An alert advising of your Account being closed			
Account Opened	An alert advising of your Account being opened			
ATM Cash Withdrawal	An alert advising when an ATM Cash Withdrawal is performed			
Bank Giro Received	An alert advising of a Bank Giro credit to your Account			
Cash Deposit	An alert advising of when cash is deposited to your Account			
Cash Withdrawal	An alert advising of when cash is withdrawn from your Account			
Cheque Deposit	An alert advising of when a cheque is deposited into your Account			
Cheque Return Unpaid-Inward	An alert advising you of the return of a cheque paid into your Account which has been return unpaid			
Cheque Return Unpaid-Outward	An alert advising you of the return of a cheque you issued from your Account been returned unpaid			
Cheque Withdrawal	An alert advising of when a cheque is withdrawn from your Account			
Deal Matures	An alert advising of the maturity your deal			
Deal Processed	An alert advising of a deal processed to your Account			
Deal Rollover	An alert advising of a deal which has been rolled over to your Account			
Debit Card Merchant Payment	An alert advising when a debit card merchant payment is made from your Account			
Direct Debit Paid	An alert advising of a Direct Debit paid from your Account			
Direct Debit Returned Unpaid	A Direct Debit mandate you issued to a third party for the collection of funds from your Account which has been returned unpaid			
Inactive/ Dormant Account	An alert advising you that your Account has gone dormant/inactive			
Inward Electronic Payment	An alert advising of a receipt of an electronic payment crediting your Account			
Loan Matures	An alert advising of maturity of your loan			
Loan Repayment	An alert confirming receipt of your loan repayment			
Loan Start	An alert advising of the start of your loan			
Mortgage Application Alerts	Alerts will be sent on each stage of the mortgage application			
Outward Electronic Payment	An alert advising of an electronic payment are made from your Account			
Standing Order Paid	An alert advising of a Standing Order paid from your Account.			

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### Personal Banking General Terms and Conditions

### 18. Changes to these Personal Banking Terms and Conditions

- 18.1 We may be required to make changes to these Personal Banking Terms and (including the Personal Account Schedule of Charges or Personal Islamic Tariff List) for the following reasons:
- 18.1.1 Because of legal or regulatory requirements, including changes or anticipated changes in law, Codes of Practice or Industry Guidance and also to take account of a decision by a Court, Ombudsman, Regulator or similar body;
- 18.1.2 To make the Terms and Conditions clearer or more favourable to you;
- 18.1.3 To ensure that our business is run prudently and reflects general banking practice;
- 18.1.4 To respond to changes in costs we incur in providing products and services to our customers including the cost of lending; or
- 18.1.5 To provide for the introduction of new or improved systems, operations, personal banking products, services or facilities.
- 18.2 Except as specified in Clause 19 (Interest/Profit Rates) below, for Payment Accounts, we will give at least two (2) months' prior notice of any changes to these Personal Banking Terms and Conditions which may apply to a specific Account or service.
- 18.3 For Non-Payment Accounts, we will give you at least two (2) months' prior personal notice of any changes:
- 18.3.1 If it relates to any withdrawal or payment service on your Account;
- 18.3.2 If the change is to any condition, term or fee that will be to your disadvantage; or
- 18.3.3 If we increase fees charged on Overdrafts or introduce a new fee for Overdrafts (where applicable). However, we do not need to notify you if any overdraft fee is reduced.
- 18.4 Any other change to the terms, conditions or fees for Non-Payment Accounts, including those that are neutral or are beneficial to you will take effect immediately. We will give you notice of such changes within 30 days of making that change through any of the following methods:
- 18.4.1 Personal notice: by letter, email, statement messages, correspondence inserts or in any other way which is sent to you individually which we have agreed with you, and which allows you to store and reproduce the information; or
- 18.4.2 By displaying a notice in our branch and on our website www.ubluk.com where relevant.
- 18.5 Where we are required to change a condition in order to comply with UK or European Community law, we may provide you with a shorter period of notice than that specified above to enable us to meet our regulatory obligations.

### Accepting a change

- 18.6 If you do not contact us to notify us that you do not accept these changes before their proposed date of entry into force, where this is required, we will assume that you have accepted the changes.
- 18.7 When we give you advance notice of a change, if you are unhappy with that change, you can end this Agreement or close or change an Account without charge at any time before the change comes in to effect.
- 18.8 Where we have not given you advance notice of a change but have given you notice of the change afterwards, you are free to close or change your Account without charges for a period of 30 days from the date of notice, after which you will be treated as having accepted the change.
- 18.9 Please also see the Specific Terms and Conditions relating to your Account for further information in the Personal Banking Specific Terms and Conditions section of this document.

### 19. Changing Interest/Profit Rates

- 19.1 We may change the interest/profit rates applicable to your Account for the reasons stated in Clause 18.1 or for any other reasonable cause, subject to giving you notice as stated in Clause 19.4 below.
- 19.2 We may change interest/profit rates to respond to changes in market conditions; including a change in the Bank of England Base Rate (or any rate which replaces it), any other reference rate which is used to calculate the /profit rate applicable to you or changes in the money market interest rate. Where interest/rent is to be charged based on a reference rate (e.g. the Bank of England Base Rate or UBL UK Base Rate), any change in the reference interest/rental rate will take effect immediately. Any rate changes will be advised to you by the Bank in writing.
- 19.3 We will not change a fixed-rate or a bonus rate of interest/Profit (if any) on your Account or service, for the period of time we have agreed to keep it fixed.

### Notifying you of changes to interest/Profit rates:

- 19.4 If your Account is a Payment Account, we will give you at least two (2) months' notice to any changes in interest/profit rates where interest/profit is not calculated on the basis of a reference rate. (The interest/Profit rate relevant to your Account is included in the Specific Conditions relating to that Account).
- 19.5 We will give you 2 weeks' notice to any changes in interest/profit rates where:
- 19.5.1 Your Account is a Non-Payment Account; and
- 19.5.2 There is a 'material' change in the interest/profit rate and this is disadvantageous to you (what is deemed 'material' will be decided by us in accordance with industry practice, having regard to the size of the balance of your Account and the size of the change in the interest rate).
- 19.6 We will notify you either before or as soon as possible after the interest/profit rate changes if:
- 19.6.1 Your Account is a Payment Account; and
- 19.6.1.1 The interest/profit rate is calculated on the basis of a reference rate (including the interest rate charged for Approved/Unapproved Overdrafts); or
- 19.6.1.2 The change in interest/profit rate is beneficial to you; or
- 19.6.1.3 If your Account is a Non-Payment Account and there is no 'material change' in the interest/profit rate as stated in Clause 19.5.2 above.
- 19.6.1.4 We will notify you of any changes as stated in paragraphs 19.4 19.6 above in writing (through your monthly statement or by a separate written communication if necessary) or via the banks website or through mobile or internet banking We will also display these changes in our branch and on our website within the time periods stated above, as relevant.
- 19.6.1.5You will be given a period of thirty (30) days from the date of our notification of the changed interest/profit rates during which you can close or switch your Account to any comparable Account or service more suitable for you and for which you may be eligible, free of charge.

### 20. Closing Your Account

- 20.1 You may request for your Account to be closed within 14 days of first opening the Account without incurring any charges for closure. However, for Fixed Term Deposits and Notice Accounts, although you may close your Account within this 14-day period, no interest/profit will be paid for the duration the Account was open, if it closed within this timeframe.
- 20.2 Otherwise, we may close your Account at any time by giving notice and also without giving any prior notice or reason for this in some circumstances.
- 20.2.1 We will usually give two months' (60 days) written notice for Payment Accounts and 30 days' Notice for Non-Payment Accounts.

  The Bank may give less notice of account closure in some cases, including where there is deemed to be potential financial crime or regulatory issues and the Bank reserves the full right to do this.
- 20.2.2 We may close your Account for the breach of any of these Personal Banking Terms and Conditions or the Specific Terms and Conditions related to your account or for breaches of any of the Bank's internal procedures and or regulatory requirements.
- 20.2.3 In the event of death of the account holder the account will be closed by the Bank, however we must see the original death certificate. For Accounts held in the sole name of the account holder, a Grant of Probate or Confirmation or an Administration of Small Estates form (if appropriate) shall also be required. We may also ask for additional information upon review of the deceased account and are within our rights to request any information necessary to enable us to action the account accordingly and ensure the account is not compromised.
- 20.2.4 You may close your Account at any time, by giving us notice in accordance with Clause 20.2 below. Please also see Clause 23 relating to Dormant Accounts.
- 20.3 We may discontinue offering your Account and/or convert your Account to another Account for a valid reason (e.g. if you are no longer eligible for the Account, legal or regulatory changes or for business reasons). This does not apply to Accounts with a fixed duration. If we decide to do so, we will give you two month's personal notice, although the Bank is not required to do this in all cases. If you are not happy with the change or would not like to proceed with it you can close your Account in accordance with Clause 18.8 above.
- 20.4 If your Account is closed either by yourself or by the Bank:
- 20.4.1 You will be required to repay any money owed to us, including the amount of cheques issued and debit transactions you have authorised before the date of Account closure and which have been paid by us or are in the process of payment, after the closure of the Account, together with any interest or charges applicable. We may recover what is owed to us from any credit balance in the Account prior to its closure, returning the remaining balance to you.
- 20.4.2 We will treat the closure of your Account as cancelling any further Standing Orders, Direct Debits or other recurring transactions from your Account. In addition, for the closure of a savings account, the interest will be paid to the point that the account is closed and will stop being paid thereafter
- 20.4.3 We will refund any credit balance remaining after any deductions as stated in Clause 18.4.1 above to you within 30 days of closing the Account. UBL UK may request you to provide the details of an account to which you would like the credit balance paid or alternatively this can be paid to you by cheque.
- 20.5 Subject to the Clauses above, we will return any cheques drawn on the Account which have not been deared.
- 20.6 If you decide to close your Account, it will not affect any subsisting rights either UBL UK or you may have arising from or in relation to this Agreement.

### 21. Communicating with You

- 21.1 All documentation that we provide to you and all communications we make with you will be in English and we aim to make these as clear and comprehensible as possible.
- 21.2 Unless otherwise agreed, all notices by you to us must be given in writing and provided to our London branch or sent to UBL UK Central Operations, 2 Brook Street, London W1S 1BQ (for Postal Only Accounts). For Accounts opened online or on mobile, or where you have registered for internet or mobile banking instructions must be given via your registered email address to enquiries@ubluk.com. Alternatively, if you have registered for Internet or Mobile Banking you can use the Secure Messaging functionality to contact the Bank and provide your instructions, or initiate your payment using the internet or mobile banking functionality as applicable.
- 21.3 We will contact you using the contact details (usually your principal home address, telephone number(s) and email address) you give us. You should advise us immediately if you change your home address (and other contact details) or, if different, your correspondence address.
- 21.4 You must keep your contact details with us up to date as UBL UK will not be responsible if we fail to contact you or if we send confidential information to the wrong address using out of date details where you have not notified us of the change in writing.
- 21.5 For Accounts opened online prior to April 2021, the registered email address is the only way we accept instructions regarding your Account(s) with us and we must ensure strict adherence to this is for security reasons. It is important that you immediately inform UBL UK of a change in email address using the following methods:
- 21.5.1 Please write to: UBL UK Central Operations, 2 Brook Street, London W1S 1BQ. Alternatively, register for internet or mobile banking and use the secure messaging service (visit digitalbanking.ubluk.com or search UBL UK Mobile Banking in your app store).
- 21.5.2 With any written letter we will need the original or a certified copy of the below documentation to verify your identity:
  - (i) Your passport or UK driving licence, and
  - (ii) Proof of address which may be:
  - (a) Utility bill less than 3 months old
  - (b) Bank statement less than 3 months old
  - (c) Council letter
  - (d) Tenancy agreement or
  - (e) Council tax for current year
- 21.6 We may contact you to tell you about changes to these terms, including credit interest/Profit and/or overdraft interest rates that apply to your Account(s) and about the general day to day running of your Account(s), products and services.

- 21.7 If you are registered for internet or mobile banking you agree that we may contact you using your email address, via secure message or by placing letters digitally into your account for these purposes. If you would prefer that we do not contact, you by email or mobile please let us know.
- 21.8 You can usually use our internet or mobile banking services at all times but occasionally repairs, updates and routine maintenance on our systems and those of our suppliers may mean that a particular service cannot be used for a short time. Where such occurrences are considered to cause significant disruption to the service, a notice of the system inaccessibility will be posted on our website and on the internet or mobile banking app, where relevant.

### 22. Important Information About Compensation Arrangements

- 22.1 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Individuals and most small businesses are covered by the scheme.
- 22.2 In respect of deposits, an eligible depositor is entitled to claim up to £85,000. 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, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's Accounts with the bank including their share of any Joint Account, and not to each separate Account.
- 22.3 For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, you can also refer to the FSCS website for further information http://www.fscs.org.uk/ or call 0800 678 1100 or 0207 741 4100.

### 23. Dormant Accounts

- 23.1 If you do not make any transactions on your Account for a period of time (12 months for Current Accounts and 24 months on Interest Bearing Movement Accounts please see Specific Conditions for details), then we may treat your Account as being dormant to remove the risk of fraudulent activity. This means that the relevant dormant account marker will be placed on your account accordingly, we will stop sending you statements and letters after proper notification that your account is considered dormant.
- 23.2 We also may mark your Account as dormant if our correspondence to you is returned undelivered and all attempts to speak to your or contact you on the contact details you have provided have also failed. This is to minimise the risk of unauthorised access to your account and in turn reduced the risk of fraudulent activity on your account.
- 23.3 You cannot make any debit transactions on any Account marked dormant until you reactivate it. If you want to reactivate a dormant Account, you will have to visit our branch and show personal identification such as a passport or driving licence and request that the Account be made active again in writing. In some cases, additional information may be requested from you to enable activation of your account. Where an account becomes dormant and you request activation, the Bank reserves the right to undertake full due diligence on you in the same manner this was conducted when your account was initially opened with the Bank. If you are unable to visit us in a branch or need further information, please call our Customer Service Department on (+44) 0121 753 6000 Monday to Friday from 9:15am to 5:15pm
- 23.4 If you think you have money in an Account with us that you may have forgotten about, you can also contact us and we will do our best to assist you and locate your funds where possible. For more information, please contact our Customer Service Department on (+44) 0121 753 6000 Monday to Friday from 9:15am to 5:15pm.
- 23.5 We participate in the Unclaimed Assets Scheme established under the Dormant Bank and Building Society Accounts Act 2008.
- 23.6 Under the scheme, we may transfer balances of Accounts which have been inactive or dormant for 15 years or more to Reclaim Fund Limited (RFL). RFL is a not-for-profit fund authorised and regulated by the Financial Conduct Authority, for more information about this see: www.reclaimfund.co.uk.
- 23.7 If we transfer the balance of your Account to RFL after 15 years of dormancy, you will have the same rights to reclaim your Account balance against RFL that you have against us. W
- 23.8 RFL also participates in the Financial Services Compensation Scheme (FSCS) and any transfer to RFL of your Account balance will not adversely affect any entitlement you have to compensation from the FSCS.

### 24. Set-off

- 24.1 We will have the right to apply any credit balance on any of your Accounts with us and in whatever currency, in or towards the payment of any sum owed by you to us. We can do this where you have accounts in your sole name as well as Joint Accounts you hold with another person.
- 24.2 Where possible we will try to give you advance notice, unless we reasonably suspect that your funds will be transferred out of your account to prevent us from doing this. The Bank reserve the right to do this and we shall not be liable for any loss you may incur as a result of the exercise of this right.

### 25. Enforcement Costs

25.1 We can charge your Account with our reasonable costs of enforcing this Agreement. These costs can include costs in tracing you, collection agency, legal costs and other costs incurred by the Bank. These costs are due and payable immediately.

### 26. Transferring Rights and Obligations

- 26.1 We may transfer all or any of our rights in relation to your Account provided we have a valid reason for doing so or if required to do so, provided we have given you adequate notice. There may be occasions when the Bank is unable to give you advance notice such as if the Bank suspects any financial crime and / or if we are meeting our internal or regulatory requirements.
- 26.2 We may also delegate, transfer or outsource any of our obligations. References to UBLUK in these Personal Banking Terms and Conditions would include references to any person to whom any relevant right or obligation has been transferred.
- 26.3 You may not transfer any of your rights or obligations in relation to your Accounts other than as set out in these Personal Banking Terms and Conditions or in the Specific Conditions that apply to any service or product we may provide.

### 27. Third Party Rights

- 27.1 As set out in the Contract (Rights of Third Parties) Act 1999, nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement between you and us.
- 27.2 Each of these terms and conditions (including the Specific Conditions detailed below) is separate from all other terms and conditions so that if one is found to be invalid or unenforceable it will not affect the other terms and conditions.

### 28. Intellectual Property:

- 28.1 All copyright, trademarks and other intellectual property rights including the text, tools and images on the UBL UK website are owned by us or our licensors and licensees.
- 28.2 You are not allowed to replicate or adapt our intellectual property in whole or in part without first obtaining our written consent, except for the purposes of accessing our products and/or services and for producing print outs for your own personal and non-commercial use.

### 29. Unavailability of Services:

- 29.1 If we are unable to provide the services detailed in these Personal Banking Terms and Conditions or the Specific Conditions, we will inform you, this could be in writing or through notices within our Branch or on our website or internet and mobile banking apps. We will
- 29.2 not be responsible for any loss or damage you suffer because of the unavailability of services due to those events described in Clause 30 below.

### 30. Force Majeure

- 30.1 Provisions conferring liability on us in respect of the services provided under this Agreement will not apply where the liability is due to:
- 30.1.1 Abnormal or unforeseeable circumstances beyond our control, where the consequences would have been unavoidable despite all efforts to the contrary; or
- 30.1.2 Obligations under any provision of national or EU law or regulation (including, but not limited to, anti-money laundering and other financial crime legislation).

### 31. Entire Agreement

- 31.1 These Personal Banking Terms and Conditions, the information on our Interest Rates Sheet or Profit Rate Sheet, exchange rates and fees provided to you on our Personal Account Schedule of Charges or Personal Islamic Tariff List and any Specific Conditions applicable to your Account, product or service all consist of the terms agreed between you and us regarding your Account.
- 31.2 We may not always strictly enforce our rights under this Agreement. However, if we do this, it will be just a temporary measure and we may enforce our rights strictly again. You should not thereby infer that we have waived any rights we may have to enforce the terms of this Agreement in the future.
- 31.3 Each condition (including any Specific Terms and Conditions) is separate from all other conditions, so that if one condition is found to be invalid or unenforceable it will not affect the validity or enforceability of any other conditions.

### 32. Taxation

- 32.1 We will pay interest/Profit gross to your Account. It is your responsibility to ensure that the applicable tax is paid, the Bank does not hold any responsibility for this
- 32.2 We may be required to collect and report information on you, (such as your name, address, Tax Identification Number and Account balance details to meet national and international legal taxation and reporting obligations imposed on us by HMRC under the Common Reporting Standard (and other, similar Automatic Exchange of Information Agreements) imposed on financial institutions. This information may be passed to other overseas tax authorities in accordance with the provisions of any law, legislation or regulation of the UK.
- 32.3 You agree to provide us with personal information, declarations, certifications or any other information that we are required to retain by law within 30 days of us making a request to you to enable us to determine whether your Account details will need to be reported to HMRC.
- 32.4 You agree to inform us promptly in writing (and in any event within 30 days) if any of your personal information changes or there is any change in your circumstances following any certification that you may have provided to us.
- 32.5 We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

### 33. Jurisdiction and Governing Law

- 33.1 The terms of this Agreement and any dispute arising out of or in connection with this, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England.
- 33.2 The courts of the part of the UK in which you reside have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Personal Banking Terms and Conditions (including any dispute regarding the existence, validity or termination of this Agreement).
- 33.3 You and UBL UK agree for each other's benefit that the courts of the part of the UK in which you reside are the most appropriate and convenient courts to settle any dispute arising (including non-contractual disputes or claims). As a result, neither you nor UBL UK shall be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law you and UBL UK may take concurrent proceedings in a number of jurisdictions.



### Section 3: Personal Banking Specific Terms and Conditions

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### **CURRENT ACCOUNT - SPECIFIC TERMS AND CONDITIONS**

Section A – The Conditions in Section A apply to all of our Personal Current Accounts, unless they contradict with any Condition in Section B of this document relating to your specific Account type, where the Condition in Section B will prevail.

- 1. These Terms and Conditions specifically apply to our Current Accounts.
- 2. Current Accounts are 'Payment Accounts' as defined above in the Personal Banking Terms and Conditions section of this document.
- 2.1 This means that you can make payments in and out of a Current Account regularly subject to the following daily limits:
  - £250 for cash withdrawals using your debit card
  - £10,000 daily online transaction limit through internet or mobile banking for banking accounts
  - £20,000 maximum UBL UK NetRemit single transaction limit
- 2.2 If your Current Account remains inactive for a certain duration, then we may treat this as a Dormant Account or close your Account. If your account has become dormant and you wish to reactivate the account, the Bank will require certain documentation for verification purposes to enable your account to be reactivated (in accordance with Clauses 23 of the Personal Banking Terms and Conditions section above.)
- 2.3 You may need to make regular payments or pay a minimum regular amount into your Current Account in order to benefit from certain services, features and benefits that we provide we will let you know about these requirements at the time of opening the Current Account. If there are changes made to the Current Account requirements subsequent to the opening of your account, we will ensure that you are advised of these in writing. This information will also be available on our website and our branch.
- 2.4 An individual who is not a UK resident can apply for a Current Account.
- 3 We may offer any of the following services to you in connection with the Current Account:
  - Debit Cards;
  - Cheque books (Please see the Personal Banking Terms and Conditions section of this document with regard to payments by cheque);
  - Direct Debits and Standing Orders;
  - Internet and mobile banking facilities
  - Approved or Unapproved Overdraft facilities (not available for Islamic Accounts);
  - Safe Deposit Boxes.
  - Accounts in other currencies such as EUR or USD
  - The ability to fund a UBL UK NetRemit transaction

### **Δ** Debit Cards:

- 4.1 Your Current Account may allow you to apply for and obtain a Debit Card (subject to your circumstances and at our discretion) at any time.
- 4.2 Your Debit Card will be issued affiliated to the MasterCard Scheme. You consent to us passing your information to MasterCard and other third parties in order to provide this service to you.
- 4.3 You can use your Debit Card to withdraw cash from cash/ATM machines, to check your balance, pay for goods and services in store, make online payments and for contactless payments.
  - 4.3.1 We may charge you for providing these services and we will inform you of these charges at the time of issuing your Debit Card. (Please refer to our Personal Account Schedule of Charges or Personal Islamic Tariff List for further details).
  - 4.3.2 Some cash machines/ATMs may charge you for providing services as well, this is independent of the Bank and UBL UK have no control over charges applicable on cash machines/ATMs.
  - 4.3.3 There is a maximum amount of £250 that you can withdraw from an ATM in any 24-hour period

### 4.4 Applying for and Issuing your Debit Card:

- 4.4.1 Subject to Clause 4.1, we will issue you with a Debit Card when you open a Current Account with us, unless you instruct us to the contrary.
- 4.4.2 If you have an existing Current Account, you can also apply for a Debit Card by completing the relevant application form and handing it over to our branch if you do not have one.
- 4.4.3 You must provide all information and supporting documents as requested in the application form.
- 4.4.4 In the case of Joint Accounts, all Account holders must sign the application. Each of you is eligible for a Debit Card individually.
- 4.4.5 If you wish a third party/power of attorney holder to have access to a Debit Card for your Account, all Account holders must sign the application and you may be required to complete a third party mandate if required. (See Clause 4 of the Personal Banking General Terms and Conditions section above for further information on this).
- 4.4.6 If we approve your application, we will send you the Debit Card and a Personal Identification Number (PIN)/Security Details by post. The debit card and PIN will be sent separately from each other for security reasons. You must follow the instructions provided to activate your card before you can use it.

### 4.5 Responsibility for Security of the Debit Card:

- $4.5.1 \quad \text{You must sign the back of your Debit Card in the space provided immediately upon receipt.} \\$
- 4.5.2 Pertinently, you should ensure that your PIN is not divulged to anyone else. Please see Clause 3 of the Personal Banking Terms and Conditions section above for security instructions on how to keep your Debit Card and the PIN/password safe.
- 4.5.3 If your Debit Card or PIN/Security Details are lost or stolen, you must inform us immediately:
  - Telephone our **24-hour** customer services number which is as follows:
    - From UK: 020 7796 1517
    - from abroad: +44 207 796 1517

- Confirm the loss or theft in writing as soon as possible to: UBL UK, Central Operations, 2 Brook Street, London W1S 1BQ
  - via email to enquiries@ubluk.com
  - Fax: +44 (0)121 772 5212
  - Or send a secure message using internet or mobile banking.
- 4.5.4 Any payments made using the Debit Card/PIN/Security Details before you have informed UBL UK of its loss or theft or disclosure of the PIN will be charged to your Current Account and reflected accordingly in your Current Account (subject to the maximum limits in the Personal Banking General Terms and Conditions section of this document).
- 4.5.5 Your Debit Card will always be the property of UBL UK and we have the right to cancel or withdraw your Debit Card at any time. Any suspension, cancellation or change to the terms of using the Debit Card will be done in accordance with the Personal Banking General Terms and Conditions section of this document. If we do cancel or withdraw your Debit Card we may request that you return the debit card to us immediately, in such circumstances you are obliged to ensure that this requirement is met
- 4.5.6 If your Debit Card needs to be renewed, we will send you a new card before the expiry date if your Current Account remains active. You are responsible for ensuring that your expired debit card is disposed of securely and instructions of how to do this will be provided within the letter issued to you with your new debit card.

### 4.6 Responsibility for Transactions:

- 4.6.1 You are responsible and liable for all transactions carried out on your Current Account (by yourself or a third party authorised by you) using a Debit Card, including those that have been carried out before but are charged after the Debit Card has been returned to UBL UK. This means that, if you owe us any debt due to the use of the Debit Card, you are responsible for repaying it. In the event UBL UK is responsible for refunding an unauthorised transaction then the maximum amount we can hold you liable for will be £35.
- 4.6.2 Where you have advised of unauthorised transactions on your debit card, the funds may not be refunded immediately as the Bank will undertake a review of the transactions first. However, we will try to issue a refund as soon as possible. In some cases, where you have been refunded the payments, the Bank reserves the right to ask you to return these funds to us where our investigation concludes that there is cause to indicate that the transactions were in fact authorised or if the Bank has another reason (it is our discretion as to whether we disclose this reason to you).
- 4.6.3 You cannot use a Debit Card after its expiry date or after its cancellation or withdrawal by us or after your Current Account has been closed
- 4.6.4 You cannot make or authorise payments or withdrawals which will take the Account below the minimum agreed credit balance or overdraw the Account, unless otherwise agreed with us.
- 4.6.5 If a card payment is authorised by you and you are unaware of the final amount of the payment, UBL UK will only reserve the amount you have agreed to be authorised. An example of this situation is when you check into a hotel and the final invoice is presented at the end of your stay.
- 4.6.6 UBL UK does not accept responsibility or liability if an ATM, retailer or supplier refuses to accept the UBL UK Debit Card for any reason.
- 4.6.7 Please see the Personal Account Schedule of Charges for fees associated with the use of a Debit Card internationally.

### 4.7 Timeline for Payment Transactions:

Please refer to Clause 6 of the Personal Banking General Terms and Conditions section of this document above for details of the applicable time frames for making Payment Transactions.

### 5 Direct Debits:

- 5.1.1 You can set up a Direct Debit on your Current Account by authorising an organisation to collect payments from your Current Account.

  UBL UK will require you the authorized organization to supply a duly signed Direct Debit mandate to arrange the Direct Debit payment from your account. This will be supplied by the organization you are arranging the Direct Debit with.
- 5.1.2 You must ensure that you have enough funds in your Current Account to cover the amount to be periodically debited.

### 6 Cancellations and Refunds:

- 6.1 Clauses 10 and 12 of the Personal Banking General Terms and Conditions section of this document apply with regard to cancelling any Payment Instructions from your Current Account (including Debit Cards, Direct Debits and Standing Orders) and receiving refunds.
- 6.2 Where a payment has already been made from your account, it will not be possible to amend the details of the transaction. If you would like to change any payment details, it is likely that the transaction will need to be cancelled and a new payment initiated.
- 6.3 Where a payment has already been made from your account and you decide to cancel the transaction there is a possibility that the transaction cannot be cancelled and the funds cannot be returned.

### 6.4 For Debit Cards:

6.4.1 You can ask the seller of the goods or services to refund any payments to you and we will credit your Current Account once we have received the credit advice from the party making the refund.

### 6.5 For Direct Debits:

- 6.5.1 If you wish to cancel a Direct Debit, you must inform us in writing by the end of the Business Day before the date the payment is due by providing us with the originator's name and the direct debit reference number. You should also advise the organisation that collects the payment and arrange an alternative method of payment for any goods or services, where applicable. If you do not advise us to cancel the direct debit within the timeframe stipulated the direct debit payment will still be taken from your account.
- 6.5.2 You may cancel a Direct Debit and/or receive a full refund for an incorrect Direct Debit and receive the benefit of the rights and protections under the Direct Debit Guarantee Scheme. (For further information about the Direct Debit Guarantee Scheme see: <a href="https://www.directdebit.co.uk/DirectDebitExplained/pages/directdebitguarantee.aspx">https://www.directdebit.co.uk/DirectDebitExplained/pages/directdebitguarantee.aspx</a>).

### 6.6 For Standing Orders:

- 6.6.1 You may cancel a standing order by telling us in writing up to the end of the Business Day before the date the payment is to be debited by providing us with details of the date and amount of the payment to be cancelled and the name and sort code of the person you asked us to pay. If you do not advise us to cancel the standing order within the timeframe stipulated the standing order payment will still be taken from your account.
- 7 We offer internet and mobile banking arrangements in relation to your Current Account. Please see the Personal Banking General Terms and Conditions section above for further information. Additional information pertaining to our internet and mobile banking services can be found on our website using the following link: <a href="https://www.ubluk.com/internet-banking-help/">https://www.ubluk.com/internet-banking-help/</a>.
- The information on exchange rates, interest/profit rates, fees and charges applicable to your Account at the time of opening the Current Account can be located on our website <a href="https://www.ubluk.com">www.ubluk.com</a>. Please also see our Personal Account Schedule of Charges and Clause 9 (Exchange Rates), Clause 13 (Borrowing and Overdrafts), Clause 15 (Interest Rates) and Clause 18 (Changing Interest Rates) of these Personal Banking Terms and Conditions for further information.
- 9 For any enquiries, you can contact us on:
  - Phone: (+44) 0121 753 6000 Monday to Friday from 9:15am to 5:15pm
  - Fax: 0121 772 5212
  - E-mail: enquiries@ubluk.com
  - Website: www.ubluk.com
  - Secure Messaging through internet or mobile banking

### Section B - ADDITIONAL TERMS AND CONDITION FOR SPECIFIC CURRENT ACCOUNT TYPE

### 1. ACE CURRENT ACCOUNT

- 1.1 Applications for this ACE Current Account will be accepted from UK residents and non UK residents and is available in the following currencies: GBP, USD, EUR
- 1.2 There is no minimum or maximum balance

### Section C - TERMS AND CONDITIONS FOR CURRENT ACCOUNT OVERDRAFTS

### 1. Meaning of Words

1.1. "Overdraft Limit" means the amount of credit we provide to you as an Approved Overdraft, as set out in the terms of a separate Approved Overdraft Agreement. At present UBL UK does not provide arranged overdrafts.

### 2. Overdrafts

- 2.1. We may (but are not obliged to) provide both Approved and Unapproved Overdrafts to Current Account customers (including Joint Accounts but excluding Islamic Current Accounts), subject to you meeting our credit affordability checks and lending criteria. These will include an assessment of your personal and financial circumstances, and checks with credit reference agencies.
- 2.2. We may decline your application for an Overdraft on the basis of searches we carry out with credit reference agencies or other due diligence undertaken. You have the right to be informed free of charge if that is the case and to know which agency we have used.
- 2.3. All Overdrafts are repayable "on demand". This means that we may require you to repay all (or part of) the sums you owe us (including any charges and interest) at any time. We will usually only do this when your circumstances change, or where to continue to provide the Overdraft would breach applicable laws or regulatory requirements. We may also do this where we deem that allowing you to have the overdraft poses a risk to the Bank and that there is a possibility that the overdraft will not be paid at a later stage.
- 2.4. We will give you 30 days' notice of us deciding to exercise our rights under Clause 2.3, but may take action sooner to protect our interests or for legal or regulatory reasons. In some circumstances the Bank may be unable to provide 30 days' notice, such as, if there is deemed to be a breach of internal or regulatory requirements, the Bank reserves the right to do this.
- 2.5. You must continue to make regular payments into your Current Account whilst it is overdrawn, or tell us immediately if you are unable to do so. You must also advise us if your circumstances change and that you are unable to clear the overdraft on your account.
- 2.6. Overdrafts may only be made available to Current Account customers over 18 years of age.
- 2.7. All applicable Overdraft charges and interest incurred during a calendar month will be deducted from your Current Account balance on the 21st of that calendar month or nearest.
- 2.8. We may exercise our right of setoff as described in Clause 24 of the Personal Banking Terms and Conditions in connection with any Overdraft on your Current Account.

### 3. Approved Overdrafts

- 3.1. Approved Overdrafts may be temporary in nature (i.e. we agree to providing you with credit for a short period of time, perhaps while a deposit is being cleared) ("Temporary Approved Overdrafts"), or on a 12 month 'rolling' basis (see Clause 5.2 below regarding the review process). As outlined above, at present UBL UK does not provide arranged overdrafts.
- 3.2. Applications for Approved Overdrafts may be made to us over the phone or in writing at the branch. If your application is successful (see Clause 2.1 above), additional terms and conditions for an Approved Overdraft (including the applicable duration and Overdraft Limit) will be contained in a separate "Approved Overdraft Agreement".

### 4. Unapproved Overdrafts (or "excess over limit")

- 4.1. Unapproved Overdrafts may be provided where there are insufficient available funds in your Current Account (whether through credit balance or available Overdraft Limit excluding Islamic Current Accounts which are not authorized to go overdrawn in any circumstance) and:
- 4.1.1. You attempt to withdraw funds or make a payment from the Current Account including but not limited to withdrawals or payments made using a Payment Instrument or a Direct Debit;
- 4.1.2. A payment into the Current Account which is intended to bring it back into credit or within the Overdraft Limit (if applicable) is rejected or reversed (and therefore is not credited to the Current Account); or
- 4.1.3. We deduct charges or interest from the Current Account (as set out in the Personal Account Schedule of Charges).

- 4.2. We will treat any of the circumstances in Clause 4.1 above as a request by you for an Unapproved Overdraft.
- 4.3. If we do not accept your request for an Unapproved Overdraft, we will inform you that we have declined your request. You will not be permitted to make payments or withdraw funds from your Current Account, and any such transactions will be refused.

  Additional charges apply for refused transactions (please see our Personal Account Schedule of Charges for further information).
- 4.4. If we accept your request for an Unapproved Overdraft, you must immediately pay funds into your Current Account in order to bring it back either into credit or within the Overdraft Limit (if applicable). The Bank will contact you in this regard asking you to ensure that the necessary funds are paid into your account to address the unapproved overdraft
- 4.5. Where an Unapproved Overdraft exceeds a period of one month), we will write to inform you:
- 4.5.1. That your Current Account is overdrawn, or your Overdraft Limit has been exceeded;
- 4.5.2. The amount of the Unapproved Overdraft;
- 4.5.3. The applicable interest rate; and
- 4.5.4. Any other charges (including interest on those charges).
- 4.6. Please see Clause 6 below for details of the charges and interest that apply to Unapproved Overdrafts.
- 4.7. In such circumstances, you are required to contact UBL UK and confirm the plan to make payment to clear your overdraft.
- 4.8. Where the overdraft remains on your account without approval for an amount of time that is deemed unacceptable by UBL UK, we may need to take other measures to retrieve the funds including taking legal action.
- 5. Duration and Termination of an Approved Overdraft
- 5.1. Please refer to the Approved Overdraft Agreement for details of the duration of your Approved Overdraft.
- 5.2. With the exception of a Temporary Approved Overdraft (where the overdraft is made available only for a specific short period of time), our policy is to review the availability of an Approved Overdraft 12 months from the date we make an Approved Overdraft available to you. We may, in our sole discretion, continue to offer an Approved Overdraft for a further period and on such new terms as we decide (including imposing a new Overdraft Limit).
- 5.3. Notwithstanding Clause 5.2, we reserve the right in our sole discretion to review the availability of an Approved Overdraft at more regular intervals and terminate the overdraft if required.
- 5.4. We will give you 30 days' notice of any proposed changes to the Approved Overdraft terms following a review under Clauses 5.2 or 5.3, but may take action sooner to protect our interests or for legal or regulatory reasons.
- 5.5. You may notify us in writing at any time that you wish to cancel an Approved Overdraft facility for the Current Account. An Approved Overdraft on your Current Account will also be terminated immediately in the event that you cancel/terminate the Current Account to which it relates. On termination of the Approved Overdraft, you must repay any sums due (including all interest and charges) to us immediately and, if applicable, restore your Current Account balance to credit.
- 5.6. In such circumstances where you request account closure without clearing an overdraft, we may need to take other measures to retrieve the funds including taking legal action.
- 6. Charges and Interest
- 6.1. Interest is payable on all Overdrafts (excluding Islamic Current Accounts which are not authorized to be overdrawn). The following provides some information with respect to interest applicable on overdrafts. Please refer to the Personal Account Schedule of Charges for further details.

INTEREST RATES:	Overdraft interest is calculated on a daily basis.
Unapproved Overdrafts	28.34% Equivalent Annual Rate Variable
Reference Rate	<b>UBL Base Rate</b> (available on our website or from every branch), which may vary from time to time.
Information about how changes to the interest rate may be made	We will give you 2 months' notice for changes to the interest rate for overdrafts.
OTHER CHARGES:	Charges may vary from time to time. Please refer to the Personal Account Schedule of Charges for an indication of approved overdraft arrangement fees.
Approved Overdraft	Arrangement Fee - Fees may be applicable but vary on a case by case basis. Please refer to the Personal Account Schedule of Charges for full details.
Unapproved Overdraft	Arrangement Fee: No Fee

### **SAVINGS ACCOUNTS - SPECIFIC TERMS AND CONDITIONS**

Section A – The Conditions in Section A apply to all of our Savings Accounts, unless they contradict with any Condition in Section B of this section relating to your specific Account type, where the Condition in Section B will prevail.

- Savings Accounts can be opened in sole or joint names.
- 2. A Savings Account may be either a 'Payment Account' or 'Non-Payment Account' for the purposes of the Personal Banking General Terms and Conditions section of this document. Please refer to the Specific Conditions applicable to the particular Savings Account below for further information.

### 3. Meaning of Words:

- 3.1. "Savings Accounts": means an Account bearing interest other than a Fixed-Term Deposit, Notice Account or Cash ISA.
- 4. Interest rates applicable to your Account can be located on our Interest Rate Sheet, our website and product literature if applicable. The relevant product literature will be provided to you when you open your Account. Please also see our Interest Rate Sheet, Personal Banking Schedule of Charges and Clause 18 of the Personal Banking General Terms and Conditions section of this document for further information.
- 5. We do not offer any Overdraft facilities on Savings Account.

### Section B - Additional Terms and Conditions for Specific Savings Account Type ONLINE EASY ACCESS ACCOUNTS

- The Online Easy Access Account (OEA Account) is a Savings Account that can be opened in the name of a sole account holder or Joint Account holders.
- 2. An OEA Account is classified as a Payment Account for the purposes of the Personal Banking General Terms and Conditions of this document.

### Opening an OEA Account with us:

- 3.1. In addition to Clauses 1 and 2 of the Personal Banking General Terms and Conditions section of this document with regard to eligibility to open an Account with us and Joint Accounts, the following Terms and Conditions apply to OEA Accounts:
- 3.1.1. You must be 18 years of age or over;
- 3.1.2. You must be an individual and not a company;
- 3.1.3. You cannot use an OEA Account for business purposes;
- 3.1.4. You must act on your own behalf and not on behalf of anyone else;
- 3.1.5. You must be resident in the UK for tax purposes and
- 3.1.6. You must hold another bank account with a bank or financial institution in the UK in your own name.
- 3.2. If you open an OEA Account online the following conditions applies:
- 3.2.1. You must supply the information we request by filling out the online application form on the website or on your mobile device visit <a href="https://www.ubluk.com">www.ubluk.com</a> for more information on how to apply.
- 3.2.2. We will verify and confirm your information electronically and if it is successfully confirmed, we will notify you that you can proceed with opening your OEA Account.
- 3.2.3. We may ask you to provide further proof of your identity, address, Source of Funds and Source of Wealth in some cases to support your online application. You may need to send these to us by post or present them at our branch or scan them using our mobile app if this option is appearing as available for this type of account at the point you are applying for the account. We will require for the documentation to be appropriately certified and further information with respect to the certification of documentation can be obtained by contacting our Branch or Customer Service Department.
- 3.2.4. With respect to joint accounts, you (or any one of the Joint Account holders (up to a maximum of two)) must have access and use of a valid and unique personal email account and mobile phone capable of receiving SMS messages so that a One Time Passcode can be sent by SMS to each account holder to access the account. A registered email address is required so that you can send instructions to the Bank regarding your account from the email address that has been registered. For security purposes, we will only accept instructions regarding your account from a registered email address (and will not action requests about your account from an email address that we do not recognise and have not registered). Alternatively, you can make instructions using internet or mobile banking with the relevant payment option or send us a secure message.
- 3.2.5. If you change your registered email account, you must inform us immediately in writing or by secure message from internet or mobile banking otherwise we will be unable to correspond with you using your new email address. We will require additional information to verify your identity before we change the registered email address associated with your OEA Account, this is for security purposes and to prohibit any unauthorised access to your account. Please see Clause 21.5 of the Personal Banking General Terms and Conditions of this document for further details.
- 3.3. If you open an OEA Account by post or at our branch the following conditions apply:
- 3.3.1. You must complete the relevant account application form and provide acceptable proof of identity and address that we request, including details of your visa if applicable. You must answer security questions and provide a unique email address that belongs to you only and a mobile phone number only you have access to, so that you can register for internet or mobile banking. These various pieces of information will be used when verifying your identity as required depending on the manner in which you are engaging with us.

### 4. The Services available on an OEA Account:

- 4.1. You can only use internet or mobile banking to conduct transactions on this Account and send secure messages.
- 4.1.1. Clause 3 of the Personal Banking General Terms and Conditions section above apply with regard to Security when using internet or mobile banking.
- 4.1.2. Internet and mobile banking services will usually be available 24 hours a day, 7 days a week. However, if we are unable to provide services, Clause 29 of the Personal Banking General Terms and Conditions section above will apply. There may be occurrences where these services are not available, for example, if they are subject to maintenance by the Bank, in such circumstances, a communication will be issued to our customers advising the length of time that the system is due to be inaccessible. This communication will be issued on the Bank's website or by another means deemed necessary.

- 4.2. You can have instant access to the money deposited in an OEA Account, however, this will be subject to Minimum and Maximum Balance requirements and conditions with regard to interest as stated in Clause 5 below.
- 4.3. You may use you Online Easy Access Account to fund a UBL UK NetRremit transaction subject to having sufficient funds in your account
- 4.4. The following services are not available on an OEA Account:
  - (i) Direct Debits or Standing Orders;
  - (ii) Cheque books and Debit Cards;
  - (iii) Counter cash services;

### 5. Minimum and Maximum Balance:

The minimum and maximum required balance for OEA Accounts will be displayed on our website and also can be found on the Interest Rate Sheet which is available at our branch or can be accessed on our website (this can be located under the Key Downloads and Information' section of the 'Resources' option within the 'About Us' section of the UBL UK website). Minimum interest bearing balance is £500 and maximum interest bearing balance is £200,000.

- 5.1. You must pay in at least the minimum balance required on your OEA Account when opening the Account and as specified in Clause 6.3 below.
- 5.2. You must always maintain the minimum balance required in your OEA Account as informed to you at the time of opening the Account and as specified on the Bank's website.
- 5.3. Funds in your OEA Account will not earn any interest if the balance is below the minimum interest bearing balance (i.e. interest is not applicable to balances below £500).
- 5.4. Simultaneously, any amount above the maximum interest bearing balance will also not earn any interest (i.e. interest is not applicable to balances exceeding £200,000).
- 5.5. If your OEA Account becomes overdrawn, you will incur interest and charges as stated in our Personal Account Schedule of Charges.

### 6. Payments Into your OEA Account:

- 6.1. You can pay money into your OEA Account by, cheque or electronic funds transfer from an account with another UK bank or other financial institution (including an existing UBL UK bank account). The payment must be in Pounds Sterling and payments in other currencies will not be accepted into an OEA account.
- 6.2. For OEA Accounts opened online, you must pay money in from the UK bank account or financial institution account that you provided details of at the time of opening the OEA Account.
- 6.3. You can make an unlimited number of deposits to your OEA Account, however, Clause 5.4 also applies to any sums above the maximum interest earning balance.

### 7. Payments Out of your OEA Account:

- 7.1. You can transfer funds from your Account to any UK bank or building society account (including another account with UBL UK) at any time.
- 7.2. The transfer of funds can only be done electronically using internet or mobile banking.
- 7.3. There is no restriction on the number of withdrawals subject to daily internet and mobile banking limit of £10,000 However, only the first payment out of your Account in a calendar month will be free of charge.
- 7.3.1. You will be charged £1 per transaction for any subsequent withdrawals within the same month, please refer to point 1.14 within the Personal Account Schedule of Charges available on the UBL UK website.
- 7.3.2. Clause 8.2.4 below will apply to interest payments on withdrawals.

### 8. How Interest is Earned and Paid on an OEA Account:

- 8.1. The interest rate payable on an OEA Account is variable and subject to change. Clause 18 of the Personal Banking General Terms and Conditions outlined above provides further information with respect to how changes to Interest Rates applies at UBL UK.
- 8.2. Interest is calculated on the daily balance on your Account and credited annually to your account in December of each year.
- 8.2.1. Interest will be payable on your OEA Account from the business day that the cleared funds are received by us.
- 8.2.2. You must always maintain the minimum balance required in your Account in cleared funds in order to earn interest.
- 8.2.3. No interest will be paid on any day when your OEA Account is below the minimum or above the maximum interest earning balances required as outlined in clauses 5.3 and 5.4 above respectively.
- 8.2.4. No interest will be paid on the date of withdrawal, i.e. the interest will not be paid on the day that the funds are withdrawn from an OEA account.

### 9. Closing your OEA Account:

- 9.1. Clause 20 of the Personal Banking Terms and Conditions section above will apply with regard to closing your OEA Account.
- 9.2. In addition, if you decide to close the OEA Account, you can do so immediately without giving us a period of notice but you must tell us in writing as follows:
- 9.2.1. For Accounts opened online you should inform us that you would like to close your account by email to <a href="mailto:enquiries@ubluk.com">enquiries@ubluk.com</a> using only the email address you registered when applying for the OEA Account.
- 9.2.2. For Accounts opened by post or at our branch you should inform us that you would like to close your account in writing to our Branch or to our Customer Service Department, 2 Brook Street, London W1S 1BQ. Instructions should be signed by all account holders.
- 9.2.3. If you are registered for internet or mobile banking, you may also make your request to close your account using the Secure Messaging service.
- 9.3. When you tell us that you want to close your OEA Account in accordance with Clause 9.2, you must give us written instructions to transfer all funds to a nominated account, either in writing, from your registered email or using secure messaging services from internet or mobile banking.

- 9.4. You will not be charged for the withdrawal of funds from your OEA Account even if you have used the free transaction you are entitled to for that calendar month.
- 9.5. We will close your Account on receipt of the instructions and repay all of the money you invested along with accrued interest, either by electronic transfer or by cheque to your address. UBL UK will aim to action your account closure request within a timely manner, however, this can be subject to delay on occasion due to unforeseen circumstances.

### 10. In the event of death of an OEA Account holder:

- 10.1. Once we become aware that a customer is deceased, if it is an Account held in a sole name we will apply a 'Deceased Account' marker on the account which will freeze the operations of the Account (although the Account will continue to earn interest). The account is treated in this manner when the Bank is informed that a customer is deceased for security purposes and pertinently to prevent any potential unauthorised / fraudulent attempts to access the account. The operation of the account will remain frozen until we receive formal written instructions pertaining to where the funds should be transferred along with all other appropriate documentation to action the request. As per the Bank's deceased account policy release of the funds from an account whereby the customer is deceased can only be granted once all documentation requested has been presented with appropriate certification and is deemed to be satisfactory.
- 10.2. If it is a Joint Account, we will make the proceeds available to the surviving Joint Account holder who may choose to allow the Account to continue to operate. Please also see Clause 2.6.3 of the Personal Banking Terms and Conditions section above if your Account was opened in Scotland which provides specific requirements for accounts opened in this jurisdiction.
- 10.3. In the event of the death of an OEA Account Holder whereby the Bank are acting on a satisfactory instruction to transfer funds out of the OEA account, the withdrawal of funds from the account and transfer of these to another UK bank account will not be subject to any fees.

### STERLING SAVINGS ACCOUNT - FOR PERSONAL CUSTOMERS

- 1. A Sterling Savings Account is a tiered balance interest bearing account with instant access to funds and no limit on the number of withdrawals.
- 2. A Sterling Savings Account is a "Non-Payment Account" for the purposes of the Personal Banking General Terms and Conditions section above.
- 3. The minimum interest bearing balance for Sterling Savings Accounts is £1 and maximum interest bearing balance is £1,000,000.
- 4. The interest rate for the Sterling Savings Account is based on tiered balances and paid on an incremental basis.
  - 4.1 The tiered interest rates can be found on the Interest Rate Sheet available on our website www.ubluk.com and at our branch.
  - 4.2 Interest rates are variable and subject to change:
    - If we reduce the interest rate, we will inform you at least 60 days before the change is made applicable. If you are not happy with the change you can close your Account and withdraw your money at any time during this period. If you do not contact us, we will take this to mean that you are happy to proceed with the new rate and therefore your Account will continue at the revised interest rate.
    - If we increase the rate, we will inform you of the increase within 30 days of the change by giving you personal notice in writing or displaying the new rate on our website. Please refer to Clause 18 of the Personal Banking General Terms and Conditions section above for further details.
  - 4.3 As long as you always have the minimum balance in cleared funds in your Account, interest will be calculated on a daily basis and credited to the Sterling Savings Account twice a year in June and December. Interest will be payable on your deposit from the Business Day cleared funds are received by us.
  - 4.4 We do not offer a cheque book, debit card, direct debits or standing orders for this type of Account.

### FIXED TERM DEPOSITS - SPECIFIC TERMS AND CONDITIONS

- 1. A Fixed Term Deposit is a 'Non-Payment Account' for the purposes of the Personal Banking General Terms and Conditions section above.
- 2. Meaning of Words:
  - 2.1. "AER": The annual equivalent rate, which is the amount of interest earned within one year regardless of how often interest is credited to your Fixed Term Deposit.
  - 2.2. "Early Withdrawal Charge": The charge we will apply if you take your money out of your Fixed Term Deposit before its Maturity Date.
  - 2.3. "Fixed Term Deposit": An Account opened with us where money is placed with us for a fixed period and has special terms including with regard to the rate of interest paid and limitations on withdrawal.
  - 2.4. "Maturity Date": The date on which your Fixed Term Deposit matures at the end of the term of the deposit.
- 3. Fixed Term Deposits can be opened in sole or joint names.
  - 3.1. If you open a Fixed Term Deposit via internet or mobile banking, only two people can hold that Fixed Term Deposit in their joint names.
  - 3.2. If you choose to open a Fixed Term Deposit with us by post or at our branch, up to 4 people can become Account holders for the Fixed Term Deposit Account.

### 4. Opening a Fixed Term Deposit

- 4.1. In addition to Clauses 1 and 2 of the Personal Banking Terms and Conditions section above with regard to eligibility to open individual and Joint Accounts with UBL UK, the following Terms and Conditions apply with regard to Fixed Term Deposits:
  - 4.1.1 You must be 18 years of age or over.
  - 4.1.2 You cannot use an FTD Account for business purposes;
  - 4.1.3 You must have a UK Bank Account in your own name to fund the account and receive interest payments if you chose to have interest paid away (UBL UK does not compound interest any interest payment frequency other that 'At Maturity' will be paid away)

### 4.2. If you open a Fixed Term Deposit online:

- 4.2.1 In addition to 4.1 above, you must be resident in the UK for tax purposes and you must hold another bank account with an external bank or financial institution in the UK in your own name.
- 4.2.2 If you are also a tax resident elsewhere other than the UK, you must open your Account in our branch or by post. 4.2.3. You must supply the information we request by completing the online application form on via internet or mobile banking. 4.2.4. We will verify and confirm your information electronically and if it is successfully confirmed, we will notify you that you can proceed with opening your Account.
- 4.2.5. We may ask you to provide further documentation including proof of your identity, proof of address, source of funds and source of wealth to support your online application. You may need to send these to us by post or present them at our branch or upload them using our internet or mobile banking.
- 4.2.6. With respect to Joint Fixed term Deposit Accounts, you (or the other Joint Account holder) must have sole access and use of a valid email account and mobile number so that you can register for internet or mobile banking and access these services thereafter.
- 4.2.7. If you change your email account, you must inform us immediately in writing or via secure message from internet or mobile banking. We will require information to verify your identity before we change the email address associated with your Account. For security purposes, we will not take any instructions from or correspond with an email address that has not been registered with us for your account, this is to protect against unauthorised access to your accounts. Please refer to Clause 21 of the Personal Banking General Terms and Conditions section above for further information on this.
- 4.2.8. The Fixed Term Deposit Account cannot be opened under a Power of Attorney or Third Party Mandate, or as part of a pension scheme or in trust for a minor.

### 4.3. If you open a Fixed Term Deposit by post or at our branch:

- 4.3.1. You must complete the relevant application form and provide this along with the required documents which can be obtained from our website or our branch.
- 4.3.2. In addition to 4.1 above, Fixed Term Deposits are also available to non-resident customers through this method.
- 4.3.3. You must provide acceptable proof of identity and address that we request, including details of your visa if applicable. UBL UK may on occasion request additional information if required and it is at our discretion to request information at any point during your relationship with the Bank.
- 4.3.4. You can open a Fixed Term Deposit Account under a Power of Attorney or Third Party Mandate if you open the account by Post or at our branch.
- 4.4. When you open a Fixed Term Deposit with us we will send you a confirmation certificate which will contain the details of your Fixed Term Deposit and the amount deposited within it.
- 4.5. You will have 14 days from the start date of your Fixed Term Deposit to close the Account. Please see section 8 below for further information in this respect.

### 5. Paying Money Into your Fixed Term Deposit

- 5.1. You can pay money in to your Fixed Term Deposit by cheque, electronic funds transfer and from an existing UBL UK bank account.
- 5.2. For online accounts you must pay money in from the UK bank/building society account or financial institution account that you provided details of at the time of opening the Account.
- 5.3. The funds must be received by us within ten (10) days of the Account opening date or you may not receive interest at the rate you applied for.
- 5.4. You must always maintain the minimum balance required in your Fixed Term Deposit, which is £2000, further details of which can be found on our website www.ubluk.com or on the Interest Rate Sheet which is available at our branch and also on our website.
- 5.5. There may be a maximum permitted balance applicable to your Account, which is £1,000,000 which can be found either on our

website www.ubluk.com and on the Interest Rate Sheet available at our branch and also on our website.

### 6. Interest Payable on Fixed Term Deposits

- 6.1. If you have selected an interest payment frequency/option which is less than the term of deposit (i.e. monthly, quarterly or annually) the interest will be paid out to an account that you must nominate at the time of account opening. This account must be in your name. Please note that the interest is not added to your principal amount at the selected frequency. In this case the actual gross interest rate applied to your account will be less than the AER. If you have selected interest payment frequency/option at maturity, the interest amount will be added to the principal at the maturity date. In this case the gross interest rate applied to your account will be higher than the AER.
- 6.2. Interest on your Fixed Term Deposit is fixed for the term specified.
- 6.3. Interest is payable at the rate offered on the date of opening the Fixed Term Deposit and as confirmed in your deposit confirmation certificate and can be found on the information tab of the account via internet or mobile banking.
  - 6.3.1 If you do not pay in funds to the Fixed Term Deposit Account within 10 days of opening the Account as required by Clause 5.3 above, and the interest rate changes between the date of your application and receipt of your funds, you will be offered the prevailing interest rate applicable on the date we received the cleared funds or your cheque into the Account.
  - 6.3.2 Interest on your deposit is payable from the date the cleared funds are received into your Account until the Business Day preceding the day of your Fixed Term Deposit's Maturity Date.
  - 6.3.3 However, no interest is payable on Accounts closed within the first 14 days of opening. Clause 8.3 below also applies in such
- 6.4. Interest is calculated on a daily basis in relation to your cleared balance.
  - 6.4.1 For accounts denominated in Pounds Sterling, interest is calculated on the basis of a 365-day year.
  - 6.4.2 For all other currencies, interest is calculated on the basis of a 360 day year.

### 7. Maturity Date and Re-investment of your Fixed Term Deposits

- 7.1. We will write to you a minimum of fourteen (14) days before your Fixed Term Deposit matures to ask for your instructions with respect to what you would like to do with your Fixed Term Deposit money at the Maturity Date: Renew, Change Term, Withdraw, Partial Withdraw
- 7.2. If you instruct us to close your Account, we will return the funds to the nominated account that you provided the details for at account opening. If you wish to send the funds to a different account, it must be in your own name and you must provide written instructions that are countersigned before the account it due to mature.
  - 7.2.1 If you do not give us any instructions before the Maturity Date (or these are not received ahead of the maturity date) or we cannot reasonably comply with your instructions, we will reinvest your money in a Fixed Term Deposit which has identical or similar terms to your Fixed Term Deposit which just matured.
  - 7.2.2 Any such reinvestment will be made at the prevailing interest rate for that term.
  - 7.2.3 Any such reinvestment will be on the Maturity Date if it is a Business Day or if not, on the Business Day immediately following. We will send you a confirmation if we reinvest your money.
  - 7.2.4 You may close your Account within a 14-day period of re-investment without incurring any charges as stated in Clause 8.3 below, however, Clause 6.4.3 will also apply.
  - 7.2.5 If the 14-day period has elapsed and you wish to close your Fixed Term Deposit Account, Clause 8.4 below applies.

### 8. Closing your Fixed Term Deposit and Early Withdrawal Charge:

- 8.1. Clause 20 of the Personal Banking General Terms and Conditions section above will apply with regard to closing your Fixed Term Deposit.
- 8.2. In addition, if you decide to close the Account, you must notify us in writing as follows:
  - 8.2.1 For Accounts opened online by email using the email address you used when applying for the Account and in turn registered with us, and sending the email to enquiries@ubluk.com
- 8.2.2 For Accounts opened by post or our branch in writing or in person at our branch. 8.2.3 If you are registered for internet or mobile banking, using the secure messaging service
- 8.3. If you decide to close the Fixed Term Deposit within the first 14 days of the Account being opened:
  - 8.3.1 We will close your Account on receipt of the instructions and repay all of the money you invested with us as per your instructions.
  - 8.3.2 You will not be entitled to any interest for the first 14 days during which the money was invested with UBL UK.
- 8.4. If you decide to close your Account after the first 14 days have elapsed but before the Maturity Date, the following will apply:
  - 8.4.1 We will not generally permit you to withdraw (or partially withdraw) money or close your Fixed Term Deposit before the Maturity Date.
  - 8.4.2 If, at our discretion under extenuating circumstances, we allow you to withdraw (or partially withdraw) money or close the account before the Maturity Date, Early Withdrawal Charges will apply.
- 8.5 The Early Withdrawal Charge will be the lower of (a) the gross interest that has been earned on your Fixed Term Deposit or (b) an amount equal to the relevant number of days of gross interest depending on the original term of your deposit (as detailed in the table below).

T	Гerm	1 Month	3 or 6 Month	1 Year	2 Year	3 Year	5 Year	7 Year
Е	Early	15 Days	30 Days	90 Days	180 Days	270 Days	365 Days	730 Days
٧	Withdrawal	Gross	Gross	Gross	Gross	Gross	Gross	Gross
C	Charges	Interest	Interest	Interest	Interest	Interest	Interest	Interest

The Early Withdrawal Charge will be deducted from interest that has accrued on your Account. If interest has already been paid out to your nominated account, then the Early Withdrawal Charge will be deducted from your deposit with us. The total of the interest paid and deposit you receive back from us will be no less than your initial deposit at the Fixed Term Deposit start date.

- 8.6 We will however allow money to be withdrawn or the Account to be closed without charge in the event of death of the Account holder (or any one of the Joint Account holders for a joint Fixed Term Deposit Account).
  - (a) In these circumstances, if there is a request to do so, we will repay the deposit amount and any interest earned up to the date of early withdrawal or closure.
  - (b) Any surviving Joint Account holders may request that the investment be continued until the date of maturity and UBL UK in turn will act on this instruction and proceed with the Fixed Term Deposit as it is.
- 8.7 UBL UK has the discretion to close your Account at any point during your relationship with us for any valid reason, including the following:
  - 8.7.1 If you withdraw all your money from the Account (on or before the Maturity Date), or
  - 8.7.2 If the balance in your Account falls below the minimum balance permitted.
  - 8.7.3 Any money due to you at the time of closure will be transferred to the nominated bank account you have provided to us at the time of opening the Fixed Term Deposit unless you otherwise instruct us in writing.
  - 8.7.4 UBL UK is not obliged to advise you of the specific reasons we wish to close your account, detailing the reasons for Account closure remains at the discretion of the Bank.

### 9 Special Terms and Conditions Relating to Foreign Currency Fixed Term Deposits:

- 9.1 We may offer you Fixed Term Deposits in US Dollars and other foreign currencies (e.g. Euros). These Fixed Term Deposits will have a range of tenures and interest payment terms which we will inform you of at the time of opening these Accounts or publish in our Interest Rate Sheet. The currencies in which Fixed Term Deposits are provided remains at the control of UBL UK.
- 9.2 You may need to fulfil extra requirements in order to be eligible to open these foreign currency Fixed Terms Deposits. These requirements will be stated in our specific brochures for these products, our website and the Interest Rate Sheet.
- 9.3 Some accounts (e.g. some US Dollar Fixed Term Deposits) may be renewed automatically at the Maturity Date without prior notice, these will be renewed to Accounts with identical/similar terms, unless you instruct us otherwise before the Maturity Date.

### **NOTICE ACCOUNTS - SPECIFIC TERMS AND CONDITIONS**

Section A – The Conditions in Section A apply to all of our Notice Accounts, unless they contradict with any Condition in Section B of this document relating to your specific Account type, where the Condition in Section B will prevail.

- 1. A Notice Account is a 'Non-Payment Account' for the purposes of the Personal Banking General Terms and Conditions section above.
  - 1.1. You can only maintain one Notice Account per tenure in your name, and in addition a second account can be opened as a Joint Account with another person.

### 2. Payments into Notice Accounts

- 2.1. You can pay money in to your Notice Account by cash, cheque or electronic funds transfer from a bank account (including an existing UBL UK bank account). However, you cannot send cash for accounts opened online or by post.
- 2.2. You can make an unlimited number of deposits into your Notice Account via the methods stated above depending on the type of account you have, as long as the balance in your Notice Account remains within the minimum and maximum required interest earning balances.
  - 2.2.1. Minimum and maximum investment amounts apply to the Notice Account. The minimum interest earning balance is £1 and the maximum interest earning balance is £1,000,000. Further information in this respect can be found on our Interest Rate Sheet available on our website <a href="https://www.ubluk.com">www.ubluk.com</a> and at our branch.
  - 2.2.2. Balances in your Notice Account below the minimum required balance or above the maximum limit will not earn any interest.

### 2.3. If you open a Notice Account online:

- 2.3.1. You must supply the information we request on the online application form
- 2.3.2. We will verify and confirm your information electronically and if it is successfully confirmed, we will notify you that you can proceed with opening your Notice Account.
- 2.3.3. We may ask you to provide further documentation such as proof of your identity, proof of address, Source of Funds and Source of Wealth to support your online application. You may need to send these to us by post or present them at our branch (please refer to the Personal Banking Terms and Conditions for address details) or by uploading them through internet or mobile banking. Appropriate certification will be required for all relevant documents and further information in this respect can be obtained from our Customer Service Department and our Branch.
- 2.3.4. You (or any one of the Joint Account holders in the case of a Joint Notice Account) must have sole access and use of a valid email account and mobile number to receive OTP's and to register for digital banking services and access the account thereafter.
- 2.3.5. If you change your registered email account, you must inform us immediately in writing or via secure messaging from internet or mobile banking. We will require information to verify your identity before we change the registered email address associated with your Account. Please see Clause 21.5 of the Personal Banking General Terms and Conditions section above for further details. For security purposes, UBL UK will not act on any instructions from an email address that we do not recognise and has not been registered for your account.

### 2.4. If you open a Notice Account by post or at our branch:

- 2.4.1. The Notice Account is also available to non-UK resident customers through this method.
- 2.4.2. You must provide acceptable proof of identity and address and any other information that we request, including details of your visa if applicable.

### 3. Interest

- 3.1. The interest rate paid on your Notice Account is variable which means that it is subject to change.
- 3.2. Clause 18 of the Personal Banking General Terms and Conditions section above apply to changes in interest rates.
- 3.3. Providing you always have the minimum interest earning balance as outlined above in cleared funds in your Notice Account, we will calculate interest on a daily basis on your Notice Account balance.
- 3.4. Interest will be payable on your Notice Account balance from the Business Day that the cleared funds are received by UBL UK.
- 3.5. Interest on your Notice Account will be credited half yearly in June and December. This interest will be paid directly into your Notice Account.
- 3.6. No interest is paid on Notice Accounts that are closed within 14 days of the Notice Account being opened (under Clause 19 of the Personal Banking General Terms and Conditions) section above.

### 4. Withdrawals from your Notice Account and Closure

- 4.1. To make withdrawals from the Notice Account or to instruct us to close the Notice Account, you must give us the required amount of notice in writing relevant to your Notice Account type (for example, a 90 Day Notice Account will require 90 days' notice and a 35 Day Notice account will require 35 days' notice).
- 4.2. Any subsequent withdrawals or transfers and/or any details received after the expiry of the notice period may be subject to a further notice period and only permitted at our discretion.
- 4.3. Subject to Clause 4.1 above, you can make unlimited withdrawals from your Notice Account as long as there are sufficient funds

available and your Notice Account remains within the minimum and maximum balances as stated in Clause 2.2. above to continue to earn interest.

- 4.4. For Notice Account(s) opened online, you must email your instructions to enquiries@ubluk.com from your registered email address. As outlined above, instructions will not be acted upon by the Bank where these are received from an email address that is not registered to your account.
- 4.5. For Notice Account(s) opened via post or at our branch, written signed instructions must be provided to us either by post or in person at our branch. Upon receipt of your written instructions, the Bank may need to further verify you or your request and in turn you may be asked to provide further information.
- 4.6. If you have registered for internet or mobile banking services, you may make these instructions using the Secure Messaging service.
- 4.7. Each time you instruct us about your Notice Account as per Clauses 4.4 or 4.5, you must specify the following:
  - 4.7.1. the amount you wish to withdraw or if you wish to close your Notice Account;
  - 4.7.2. details of the account where the funds are to be transferred to (the account must be in your name); and
  - 4.7.3. the date you wish to make your withdrawal, or close the Notice Account.
- 4.8. Charges for early withdrawals from the Notice Account whereby the withdrawal is without the applicable notice period
  - 4.8.1. If you wish to withdraw money from your Notice Account without giving us the required notice period, or before the expiry of that notice period, a charge equivalent to the gross interest for the notice period will be applicable to the amount being withdrawn (the "Early Withdrawal Charge"). For example, for a 90 Day Notice Account it will be equivalent to 90 days' gross interest.
  - 4.8.2. If the interest earned on your Notice Account is insufficient then the Early Withdrawal Charge will be deducted from your deposit and accrued interest, which may take your balance below the minimum interest earning balance.
  - 4.8.3. If you are closing your Notice Account, the deposited funds together with any interest earned (and less the Early Withdrawal Charge) will be paid back to you to your nominated account and as per your written instructions.
  - 4.8.4. The Early Withdrawal Charge will not be applied in the event of the death of an Account holder (this also applies for the death of r one Account Holder of a Joint Notice Account). Proof of death (e.g. a certificate of death) may be required before the Account can be closed and in some cases other documentation such as a Grant of Probate may be requested
- 4.9. Clause 20 of the Personal Banking Terms and Conditions also apply to the closure of your Notice Account.

### Section B – Additional Terms and Conditions for your Specific Notice Account Type: 90 DAY NOTICE ACCOUNT

- To make withdrawals from your 90 Day Notice Account or to instruct us to close the Account, you must give UBL UK 90 days'
  notice.
- 2. This does not affect your right to cancel the Account within 14 days of opening the Notice Account (please refer to Clause 20 of the Personal Banking General Terms and Conditions section above for further details).

### 35 DAY NOTICE ACCOUNT

- To make withdrawals from your 35 Day Notice Account or to instruct us to close the Account, you must give UBL UK 35 days'
  notice
- 2. This does not affect your right to cancel the Account within 14 days of opening the Notice Account (please refer to Clause 20 of the Personal Banking General Terms and Conditions section above for further details).

### FIXED RATE CASH INDIVIDUAL SAVINGS ACCOUNT (ISA) - SPECIFIC TERMS AND CONDITIONS

Your Fixed Rate Cash New Individual Savings Account (Cash ISA) will be operated in line with these Terms and Conditions, the ISA Regulations and any applicable HMRC guidelines regarding ISAs (as may be amended from time to time). In case of any conflict between these Terms and Conditions and the ISA Regulations regarding the management of the Cash ISA, then it is the ISA Regulations that will take precedence over these Terms and Conditions. However, this is without prejudice to the conditions as to eligibility as set out below in Clause 3.

Please note that tax treatment depends on your individual circumstances and may be subject to change in the future.

- 1. A Fixed Rate Cash New Individual Savings Account (Cash ISA) is a 'Non-Payment Account' for the purposes of the Personal Banking General Terms and Conditions.
  - 1.1. We operate the Cash ISA as prescribed by and in accordance with the ISA Regulations as outlined above.
  - 1.2. You do not have to pay tax on the income on your Cash ISA as stated in the ISA Regulations. However, the tax treatment or rate of interest depends on the personal circumstances of each customer. In the event of death, any tax benefits will terminate.

### Meaning of Words:

2.1	"AER":	The annual equivalent rate, which is the amount of interest earned within one year regardless of how often interest is credited to your Cash ISA.
2.2	"Cash ISA":	An account opened with us and managed in accordance with the ISA Regulations where money is placed with us for a fixed period and for a fixed rate of interest, where there are limits on how much can be saved each Tax Year. The Cash ISA is also known as a Cash NISA.
2.3	"Early Withdrawal Charge"	The charge we will apply if you take your money out of your Cash ISA before its Maturity Date.
2.4	"ISA":	Individual Savings Account.
2.5	"ISA Manager":	The organisation authorised by HMRC to provide and manage ISA investment products, i.e. UBL UK.
2.6	"ISA Regulations":	The Individual Savings Account Regulations 1998 (as amended from time to time).
2.7	"Maturity Date":	The date on which your Cash ISA matures at the end of the term you have chosen.
2.8	"Nominated Account":	The account in a bank or building society given by you usually at the time of opening your Account

for the purpose of transferring your interest and funds from your UBL UK ISA account upon maturity

or prior if requested..

2.9 "Subscription Limit": The ISA allowance prescribed by HMRC for each tax year.

2.10 "Tax Year": The year beginning 6th April in any year and ending 5th April on the following year.

### 3. Opening a Cash ISA

- 3.1. In addition to Clause 1 of the Personal Banking General Terms and Conditions section above with regard to eligibility to open an Account with us, the following Terms and Conditions apply with regard to Cash ISAs:
  - 3.1.1. You must be 18 years of age or over.
  - 3.1.2. A Cash ISA can only be opened in your sole name (not as a Joint Account) and you must act on your own behalf and you must be the only beneficial owner of the Cash ISA.
  - 3.1.3. You are not able to assign the Cash ISA to a third party nor are you able to use the Cash ISA as security for a loan.
  - 3.1.4. You must be resident in the UK for tax purposes or have general earnings from overseas Crown employment subject to UK tax (or be married or in a civil partnership with someone with such overseas earnings).
  - 3.1.5. You cannot use a Cash ISA for business purposes.
  - 3.1.6. You must not subscribe in any Tax Year to more than one Cash ISA.
  - 3.1.7. You must provide the additional information we request (including your National Insurance Number), information requests can be made to you from UBL UK at any point during your relationship with us.
  - 3.1.8. You must sign a declaration as to your eligibility for a Cash ISA and the declaration should be reviewed and approved by the ISA Manager (UBL UK in this case). You must tell us if at any point you cease to become eligible for a Cash ISA, for example you are no longer a resident of the UK for Tax Purposes.
  - 3.1.9. You accept that the Cash ISA interest rate offered may be withdrawn at any time prior to the Account being accepted and funded as this is at the Bank's discretion. If we withdraw the availability of the Cash ISA before your application is completed, it will be rejected and any funds already sent to us for the purpose of funding the ISA account will be returned to you (for instance if you included a cheque with your postal application). You may open a Cash ISA online, through mobile banking, by post or at our branch.

### 3.2. If you open a Cash ISA through internet or mobile banking the following applies:

- 3.2.1. You must supply the information we request by uploading these through internet or mobile banking. Information can be requested from you at the point of account opening as well as at any point thereafter during the course of your relationship with the Bank.
- 3.2.2. We will verify and confirm your information electronically and if it is successfully confirmed, we will notify you that you can proceed with opening your Cash ISA.
- 3.2.3. We may ask you to provide further proof of your identity, proof of address, Source of Funds and Source of Wealth to support your online application. You may need to send these to us by post or present them at our branch. 3.2.4.

You must have sole access to your Cash ISA and use of a valid email account.

### 3.3. If you open a Cash ISA by post or at our branch:

- 3.3.1. You must complete the ISA Application Form and provide acceptable proof of identity and proof of address and any other information that we request, details of which you will be informed of at account opening and are also available on our website.
- 3.3.2. We may request further information to be provided if we feel that the information you provided is incomplete, insufficient or where any additional information is required.
- 3.4. The Cash ISA opening date will be the date on which we receive your subscription. If the Account is transferred from another ISA Manager, the account opening date will be the date on which we request the transfer from the other ISA Manager.
- 3.5. We have the right to refuse any application for Cash ISA's at our discretion.

### 4. Paying Money Into your Cash ISA

- 4.1. You can only make one single payment for the entire deposit amount into your Cash ISA Account (which must not exceed the relevant subscription limit as set out in the ISA Regulations) to be deposited in that Tax Year. In turn, multiple deposits will not be accepted.
- 4.2. Subject to Clause 4.3 below, you can pay money in to your Cash ISA by cash, cheque or electronic funds transfer from another bank account (including an existing UBL UK bank account).
  - 4.2.1. If a cheque or other payment made into your Cash ISA is returned as unpaid, that amount will be debited from your Cash ISA Account. We will provide you with a debit advice in such cases.
  - 4.2.2. We may re-present the cheque for payment or return it to you and close your Cash ISA in accordance with Clause 8.5 below.
- 4.3. For online Cash ISAs you must pay money in from the UK bank account or financial institution account that you provided details of at the time of opening the Cash ISA with UBL UK. This account must specifically be in your name.
- 4.4. The funds must be received in the Cash ISA within seven (07) days of the Cash ISA opening date or you may not receive interest at the rate advertised (see Clause 3.1.9 above).
- 4.5. You must always maintain the minimum balance required in your Cash ISA as stated on the Interest Rate Sheet. The Minimum deposit for the ISA Account is £2,000 and the Maximum deposit is £1,000,000. Further information in this respect can be found on our Interest Rate Sheet which is available on our website (<a href="www.ubluk.com/resources">www.ubluk.com/resources</a>) and in our branch. The Cash ISA must not exceed the subscription limit for the relevant Tax Year, as set by the ISA Regulations, as outlined above.
- 4.6. UBL UK does not accept more than one subscription in a Tax Year. If you do not use your full subscription limit for that Tax Year with UBL UK, you will lose your ISA subscription allowance for that Tax Year.
- 4.7. If you are transferring funds from an existing Cash ISA from a different provider, you will be required to submit a Transfer-In Form by post immediately after submitting your application for the Cash ISA with us. The Transfer-In Form is available on our website and can be obtained also from our branch. There is a limit of two account transfers only.
  - 4.7.1. We will submit your Transfer-In form within 5 business days to your existing ISA Manager and arrange for the existing Cash ISA to be closed and the funds to be credited to your new Cash ISA with UBL UK. This process can take up to 15 days. In some

cases, due to unforeseen circumstances, the process may take longer than advised here.

### 5. Interest Payable on Cash ISAs:

- 5.1. The Interest rate is fixed for the term of your Cash ISA.
- 5.2. If you have selected an interest payment frequency/option which is less than the term of Cash ISA (i.e. monthly, quarterly or annually) the interest will be paid out to an account that you must nominate at the time of account opening. This account must specifically be in your name. The interest is not added to your principal amount at the selected frequency. In this case the actual gross interest rate applied to your account will be less than the AER.
- 5.3. If you have selected interest payment frequency/option at maturity, the interest amount will be added to the principal at the maturity date. In this case the gross interest rate applied to your Account will be higher than the AER.
- 5.4. Provided that you have funded your Cash ISA in accordance with Clause 4.4 above, interest is payable at the rate offered on the date of opening the Cash ISA, and is paid out at the frequency you will have chosen when you opened your Account. Interest accrues as follows:
  - 5.4.1. For electronic transfer of funds, interest will accrue on the day the payment is received by us.
  - 5.4.2. For cheques deposited (although cleared funds are received within 6 business days), interest will start accruing from the second business day.
  - 5.4.3. For funds transferred from an existing Cash ISA with another ISA Manager, interest will accrue from the date the funds are credited to your Cash ISA Account held with UBL UK.
- 5.5. No interest is payable on a Cash ISA that is closed within the first 14 days of opening the Account.

### 6. Maturity and Re-investment of your Cash ISA:

- 6.1. If you instruct us to pay out your money/ withdraw the Cash ISA on the Maturity Date, you must give this instruction in writing at least one (o1) Business Day before the Maturity Date.
  - 6.1.1. The money will be transferred to your Nominated Account by UBL UK upon Maturity of the ISA, unless you are transferring out to another ISA Manager, for details see clause 9.3.

### 6.2. Nominated Accounts:

- 6.2.1. The Nominated Account must be an account held with us or another UK bank or building society.
- 6.2.2. It must be an account in your own name.
- 6.2.3. You may change the details of your Nominated Account by providing us with the necessary details of the new nominated account in writing.
- 6.2.4. If you wish to change the details of the Nominated Account to which the money is payable, you must let us know before the Maturity date of the Cash ISA, or the next interest payment date (whichever is the earlier).
- 6.3. We will write to you at least fourteen (14) days before your Cash ISA matures to ask for your instructions with respect to what you would like to do with your Cash ISA money at maturity in the manner stated in Clause 7.3 below.
  - 6.3.1. We will inform you of the various options available to you and the rates offered.
  - 6.3.2. If you do not give us any instructions before the Maturity Date or these instructions are not received by us ahead of the maturity date or we cannot reasonably comply with your instructions on the Maturity Date, we will automatically rollover your Cash ISA into a Cash ISA which is either identical or reasonably similar to your matured account. The interest rate applicable to the new Cash ISA account will be at the prevailing interest rates offered by UBL UK at that time.
  - 6.3.3. If an automatic renewal is actioned by us, it will take place on the Maturity Date if it is a business day or if not, on the Business Day immediately following. We will send you a confirmation if we renew your Cash ISA, and will provide you a new deposit certificate.
  - 6.3.4. You may close your new Cash ISA into which the matured proceeds have been paid within a 14-day period without incurring any charges (if applicable) as stated in Clause 8.3 below.
  - 6.3.5. If the 14-day period has elapsed, Clause 8.4 below will apply and charges are likely to be applicable.

### 7. Communications regarding your Cash ISA:

- 7.1. We will confirm the opening of your Cash ISA and receipt of funds to your Cash ISA Account by post by way of a letter or electronically.
  - 7.1.1. When your subscription is received into your Cash ISA, we will send you a confirmation certificate confirming the amount deposited, the interest rate applied and the total amount of interest you will receive at the end of the term.
  - 7.1.2. You can view your Cash ISA account through internet or mobile banking, but you are not allowed to conduct any payment transactions on your Cash ISA through these services.

### 7.2. Statements:

- 7.2.1. As the Cash ISA is a Non-Payment Account, no periodic statements will be generated. You will instead receive a statement for the month you opened your Cash ISA within the first 10 days of the following month.
- 7.2.2. You will also receive a statement for the month (or months) in which you transfer out or transfer in your funds (if this is outside of the month in which your account was opened).

### 7.3. Instructions

- 7.3.1. We will only accept written instructions with regard to your Cash ISA:
  - (a) If an account is opened Online, via the email address registered to your Account and sent to <a href="mailto:enquiries@ubluk.com">enquiries@ubluk.com</a> (no instructions will be actioned where these are received from an email address that is not registered for the ISA account).
  - (b) If an account is opened by post or at our branch, only written signed instructions will be accepted. The instructions will be verified ahead of being acted upon by UBL UK.
  - (c) If you have registered for internet or mobile banking, instructions will be accepted by secure message.

- 7.3.2. If we need to communicate with you, including with regard to renewal reminders:
  - (a) For accounts opened Online, we will email these 14 days before the Maturity Date of the Cash ISA to the registered email address for the Cash ISA;
  - (b) For accounts opened by post, we will post these communications to the address provided at least 14 days before the maturity date of the Account.
  - (c) If you register for internet or mobile banking, you may opt to go 'Paperless', in which case communications may be delivered to your online account for viewing.
- 7.4. You may contact us during business hours on any Business Day on (+44) 0121753 6000 for enquiries with regard to your Cash ISA, including enquiring about the up to date value of the accrued interest.
- 7.5. For accounts opened online, you must inform us immediately in writing if you change your registered email address. We will require information to verify your identity before we change the email address associated with your Cash ISA. Please see Condition 21 of the Personal Banking General Terms and Conditions section above for further details. For security purposes, we will be unable to act on instruction, divulge any information or accept requests from an email address that is not registered to your account.

## 8. Closing your Cash ISA:

- 8.1. Clause 19 of the Personal Banking Terms and Conditions section above will apply with regard to closing your Cash ISA.
- 8.2. In addition, if you decide to close the Cash ISA, you must notify us in writing as follows:
  - 8.2.1. For Cash ISAs opened online by email using the registered email address you used when applying for the Cash ISA; 8.2.2. For Cash ISAs opened by post or at our branch in writing or in person at our branch.
  - 8.2.3. If you are registered for internet or mobile banking, by secure message.
- 8.3. If you decide to cancel the Cash ISA within the first 14 days of opening it:
  - 8.3.1. We will cancel your Cash ISA on receipt of the instructions and repay all of the money you invested with us immediately and you will not incur any Early Withdrawal Charges as stated in Clause 8.4 below.
  - 8.3.2. You will not be entitled to any interest for the first 14 days during which the money was deposited with UBL UK.
  - 8.3.3. You will not lose your ISA subscription allowance for the Tax Year and can open a Cash ISA with any other ISA Manager.
- 8.4. If you decide to close your Cash ISA after the first 14 days have elapsed but before the Maturity Date, the following will apply:
  - 8.4.1. You are allowed to withdraw your money and close the Cash ISA before the Maturity Date, however Early Withdrawal Charges will apply as follows:
  - 8.4.2. The Early Withdrawal Charge will be the lower of (a) the gross interest that has been earned on your Cash ISA or (b) an amount equal to the relevant number of days of gross interest depending on the original term of your deposit (as detailed in the table below).
  - 8.4.3. The Early Withdrawal Charge will be deducted from interest that has accrued on your Cash ISA Account. In case interest has been paid out to your Nominated Account, then the Early Withdrawal Charge will be deducted from your deposit with us. The total of the interest paid and deposit you receive back from us will be no less than your deposit at the Cash ISA start date. Please see the table below for further details with respect to early withdrawal charges pertaining to ISA Accounts:

Original Term of ISA	6 months	1 year	2 year	3 year	5 year
Early Withdrawal Charge (regardless of the size or date of withdrawal)	60 days gross interest	90 days gross interest	180 days gross interest	270 days gross interest	365 days gross interest

- 8.4.4. Under ISA Regulations, we can take up to 30 days to process your request for withdrawal or transfer.
- 8.4.5. We are also entitled to retain money to pay any tax or other amount necessary to HMRC or any other government agency in relation to your Cash ISA in line with our obligations. If we do not know how much the tax or other amount will be, we may keep an amount of cash that we consider to be reasonable and appropriate in the circumstances and UBL UK has full discretion to do this.
- 8.5. We may close your Cash ISA for any valid reason, including:
  - 8.5.1. If you withdraw your money from the Cash ISA (on or before the Maturity date);
  - 8.5.2. If the balance in your Cash ISA falls below the minimum required balance set out by UBL UK;
  - 8.5.3. If the Regulations require us to do so or the date stated on any notice from HMRC voids your ISA subscription;
  - 8.5.4. If we discover after opening your Account that you have provided incorrect information to open the Cash ISA, in which case we may treat the Cash ISA as void, close the Cash ISA and return any funds deposited without interest but subject to Clause 8.4 above. In such cases any funds you hold in the account will be paid to you in the form of a cheque within 30 days of the date we become aware that your Cash ISA does not satisfy the ISA;
  - 8.5.5. If we suspect that you could potentially be related to any untoward or financial crime activities; The Bank has full discretion to block or close your ISA account without any due notice or reason for doing so, particularly where this is done to fulfill our regulatory obligations.
  - 8.5.6. If, for any reason, we are unable to open your Cash ISA within 30 days of the receipt of your application to open the Account, in this case, we may return any funds deposited back to you and no interest will be payable on the funds.
  - 8.5.7. Any money due to you at the time of closure will be transferred to the Nominated Account you have provided to us at the time of opening the Cash ISA.
  - 8.5.8. We will return all relevant interest certificates and information relating to your Cash ISA that you are entitled to under the ISA Regulations.

- 8.6. In the event of the death of an Account Holder, your surviving spouse / next of kin / Power of Attorney or whomever is legally entitled may access any unused ISA allowance within that tax year with UBL UK or another ISA Manager. Where the individual handling the deceased's account wishes to transfer the ISA held with UBL UK to another ISA Provider, we would need to release certain details to the new ISA Manager to enable them to meet their own obligations. In such circumstances, you agree that we may release such information to another ISA Manager.
  - 8.6.1. In the event of the death of an Account Holder, the tax benefits earned on the Cash ISA will cease and it will become part of the deceased's estate. We will freeze the Cash ISA until we receive the requisite documentation to pay out the money, which once received, will be paid out promptly.
  - 8.6.2 No Early Withdrawal Charges will be applied in such circumstances.
- 8.7. If you close a Cash ISA in a Tax Year, you will not usually be permitted to open a new one in the same Tax Year unless you transfer out the money to a new ISA Manager as stated in Clause 9 below.

## 9. Transfers Out to another ISA Manager:

- 9.1. You may transfer your Cash ISA to another ISA Manager at any time. Your Account will be closed within 5 days after receiving the transfer out request from the new ISA Manager. Only the full value of your Cash ISA can be transferred (i.e. your ISA funds cannot be transferred in parts).
  - 9.1.1. If the transfer is at the end of the Cash ISA term (i.e. on the Maturity Date), there will be no Early Withdrawal Charge.
  - 9.1.2. If the transfer is during the ISA term (i.e. before the Maturity Date), you will incur an Early Withdrawal Charge in accordance with Clause 8.4 above unless the early withdrawal is because the account holder is deceased.
- 9.2. You will have to submit a Transfer In request to your new ISA Manager. On receipt of valid instructions from the new ISA Manager, we will begin the transfer out process and we will withdraw the funds and close your Cash ISA held with us.
- 9.3. We will close your Cash ISA Account and will transfer funds to your new ISA Manager within 5 business days of the receipt of the instructions from your new ISA Manager.
  - 9.3.1. No interest is accrued or payable for the duration of the transfer out process.
- 9.4. You can opt to select a future date to have your Cash ISA transferred, provided this future date is clearly stated in the instructions sent by your new ISA Manager.
- 9.5. All ISA transfers out from UBL UK must be for the full amount held and cannot be for partial amounts.
- 9.6. If you wish to transfer out the Cash ISA, you hold with UBL UK for the current Tax Year's deposit to a stocks and shares ISA then the Cash ISA you held with UBL UK will be regarded as if you never paid in to the UBL UK Fixed Rate Cash ISA.

## 10. Internal Transfers of Cash ISAs:

- 10.1.1. Any internal transfers of your Cash ISA money to other UBL UK products will have to be made in full value of your Cash ISA. No partial internal transfers are permitted.
- 10.1.2. If you make an internal transfer, the existing Cash ISA will be closed.
- 10.1.3. Early Withdrawal Charges as stated in Clause 8.4 above will apply if the internal transfer is done before the end of the term of your Cash ISA, unless the internal transfer is because the account holder is deceased.

## 11. Tax Year End:

- 11.1. If you apply for a Cash ISA near the end of the Tax Year but we are not able to complete account opening within that Tax Year, then the application will be considered void.
- 11.2. If this occurs, we will contact you in accordance with Clause 7.3 above advising of this and will ask for your instructions as to which account you would like your funds to be paid into.
- 11.3. We may decide to accept applications for Cash ISA accounts and funding these accounts on non- business days during the end of the Tax Year at our sole discretion.
  - 11.3.1. In order to accommodate applications, we may set deadlines for applications to be sent to us and deadlines for the funding of accounts during this period so that they may be processed before Tax Year end.
  - 11.3.2. Information regarding these deadlines will be available on our website, <a href="https://www.ubluk.com">www.ubluk.com</a> closer to the end of the Tax Year.

# 12. Using Others to Carry Out our Duties

- 12.1. Subject to the ISA Regulations, we may delegate any of our functions and duties under these Terms and Conditions to another account manager or third party acting as our agent who we deem to be competent to do so.
- 12.2. We shall only delegate our functions if the account manager or third party are approved under ISA Regulations as an ISA Manager and we will give you notice in writing beforehand so that you have the opportunity to transfer your Cash ISA to a different ISA Manager if you prefer.

#### ISLAMIC ACCOUNTS - SPECIFIC TERMS AND CONDITIONS

#### Section A - General Terms for Islamic Accounts

#### 1. Introduction

These Specific Terms and Conditions apply only to the Islamic Accounts and they are in addition to, and should be read in conjunction with, our Personal Banking General Terms and Conditions section above. In case of discrepancy between the Personal Banking General Terms and Conditions and these Specific Terms and Conditions, then these Specific Terms and Conditions shall take priority.

# 2. Meaning of Words

Unless the context otherwise requires or unless otherwise defined in these Specific Terms and Conditions, words and expressions defined in the General Terms and Conditions shall have the same meaning when used herein. In these Specific Terms and Conditions, the following terms have the following meanings:

"Islamic Account" means any Account operated by Us in accordance with the principles of Shariah and opened in the name of the Account holder by Us.

"Islamic Current Account" We use the Islamic financial principle of Qard for this account. This means that your money is a loan to Us and it will be paid back to You, in full, on demand. We do not charge or pay interest on funds held in this Account, and We will not use Your money for any interest-based business activities. Instead, we will only use the money in Shariah compliant investments.

"Joint Islamic Account" means an Islamic Account opened in the names of more than one person.

"Mudaraba" means an Islamic financial principle under which two parties enter into a partnership whereby one party provides the funds to the other party who provides the expertise needed to invest the funds in a Shariah compliant manner.

"Qard" is Shariah compliant benevolent loan, free of any benefit.

"Shariah Advisor" means the independent specialised Shariah scholar appointed by the Bank to direct and monitor the Bank's activities and to ensure they comply with the Islamic Shariah rules and principles.

"Personal Islamic Tariff List" means the list of charges We may apply to certain Islamic Accounts which will be notified to You separately in Our advertising and other documents relating to these Islamic Accounts and which will be available on Our website.

## 3. Islamic Accounts

These Islamic Accounts Specific Terms and Conditions apply to Islamic Accounts including Joint Islamic Accounts. They explain Our obligations to You and Your obligations to Us.

Banking terms and conditions implied by law will also apply to the relationship with You unless varied or amended by any particular terms and conditions relating to an Islamic Account or service or by these Specific Terms and Conditions.

## 4. Eligibility and Features

All individuals can open an Islamic Account. Also, existing individual UBL UK Account holders may transfer their balance to an Islamic Account provided they meet Our Account opening criteria. Non- residents and businesses can also open Islamic Accounts as per Our Account opening criteria.

Applicants must be 18 Years or older

Applicants must not be business entities.

# 4.1 Shariah features of the Islamic Account

UBL UK operates the Islamic Accounts in accordance with the rulings and guidance of Our Shariah Advisor.

You shall submit exclusively to our Shariah Advisor interpretation of the applicable Shariah rules in relation to the Islamic Accounts. You further agree to allow the opinion of our Shariah Advisor to be implemented by the courts of competent jurisdiction.

The UBL UK Islamic Accounts are interest free. All money deposited will be maintained and invested in accordance with Shariah rules and requirements as outlined above. Profits will be distributed to the holders of Islamic Savings Accounts and Term Deposit Accounts in accordance with the guidance of the Bank's Shariah Advisor.

Both you and UBL UK recognise and agree that the payment and/or receipt of interest are against Shariah principles and consequently this agreement does not involve the payment or receipt of interest. 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.

# 4.2 Withdrawal or change in the Islamic Account Specific Terms and Conditions

We will provide You with at least 2 months' notice if We decide to withdraw, or significantly change any feature of the Islamic Accounts or significantly vary any of the Specific Terms and Conditions of the Islamic Accounts.

If You do not contact Us to notify Us that You do not accept these changes before their proposed date of entry into force, you will be deemed to have accepted the changes.

# 4.3 Charges and overdraft

In certain circumstances We may apply charges to Your Islamic Accounts. These charges and when they will apply are shown in the Personal Islamic Tariff List which can be found on the UBL UK website (<a href="https://www.ubluk.com/about-us/resources">www.ubluk.com/about-us/resources</a>).

Your Islamic Account is not to be overdrawn in any circumstances. However, if for any reason Your Islamic Account becomes overdrawn, we will charge You a fixed fee, in accordance with the Islamic Account Tariff List, for not complying with Our Terms and Conditions. Any charge We make with respect to an unauthorised overdraft will be paid to charity in accordance with the guidance We received from Our Shariah Advisor.

## Section B - Islamic Current Account

The Islamic Current Account is a "Payment Account" as defined in the Personal Banking Terms and Conditions.

### 1. Opening an Islamic Current Account

- 1.1 You may open an Islamic Current Account if You meet all Our requirements relating to minimum age, proof of identity and address as outlined below.
- 1.2 You must be 18 years of age or over.
- 1.3 You must provide valid proof of your identity and proof of address. In some cases, UBL UK may ask for further information including, Source of Funds and Source of Wealth to support your application. You may need to send these to us by post or present them at our branch, or upload through internet or mobile banking.
- 1.4 You will be able to operate Your Islamic Current Account once We have received a duly completed application form (together with any other forms and information that We may have requested) from you and carried out any due diligence that We consider appropriate.
- 1.5 The Islamic Current Account is personal to You and may not be used by anyone else apart from You unless You authorise another person to operate Your account on Your behalf.
- 1.6 You may open an Islamic Current Account by post, in branch or using internet or mobile banking.
- 1.7 There is no minimum or maximum balance

## 2. Operating Your Islamic Current Account

- 2.1 Your personal Islamic Current Account cannot be used for business purposes. In order to manage Your business financial transactions, you should use a business account.
- 2.2 We will assume that any credit balance in Your Islamic Current Account belongs to You.
- 2.3 We do not permit overdrafts, so you must not allow Your Islamic Current Account to become overdrawn.
- 2.4 You may operate Your Islamic Current Account by making withdrawals, deposits or by making payments using any debit cards or cheque book We may made available for You.

All account transactions shall be made in line with Our Personal Banking General Terms and Conditions section above.

- 2.5 The facilities that We may offer to you with Your Islamic Current Account, including any cheque book or Debit Card, might depend on Your circumstances. We have the right to decide which service We offer to You.
- 2.6 You are required to use Your Islamic Current Account, including any Debit Card or cheque book We may have made available to You, in line with Shariah requirements. Not doings so might result in Us closing Your Islamic Current Account.

## Section C - Islamic Savings Accounts

The Islamic Savings Account is a Non-Payment Account as defined in the Personal Banking General Terms and Conditions section above

# 1. Meaning of Words for Islamic Savings Accounts

"Calculation Date" means the last working day in each calendar month.

"Calculation Period" means a monthly period equivalent to a calendar month or any specific number of days or months as mentioned in the account product details.

"Depositors' Total Profit Share" means in respect of each Calculation Period, the Distributable Profit less Our Profit Share.

"Distributable Profit" means in respect of each Calculation Period, the Gross Earning less the Mudaraba Costs.

"Gross Earning" means in respect of each Calculation Period, all of the revenue generated by the Pool of Funds attributed to the Total Depositors' Funds during such Calculation Period and prior to any deductions being made.

"Islamic Savings Accounts" means an Islamic Notice Account and/or an Islamic Term Deposit Account operated in accordance with the financial principles of Mudaraba

"Maturity Date" means the date on which your Term Deposit matures at the end of the term of the deposit.

"Mudaraba" means an Islamic financial principle under which two parties enter into a partnership whereby one party provides the funds to the other party who provides the expertise needed to invest the funds in a Shariah compliant manner.

"Mudaraba Costs" means the fees and expenses incurred in respect of the investment of the Pool of Funds.

"Notice Account" means an account on which You must give Us a minimum of required notice period before withdrawing any money. For example, a 90 Day Notice Account will require a withdrawal notice of 90 days from You.

"Our Profit Share" means in respect to each Islamic Savings Account the share of profit due to Us from the Distributable Profit in accordance with Clause 4.1. below.

"Pool of Funds" means the pool or pools into which all of the deposits received under the Islamic Savings Accounts are placed and invested by Us.

"Profit Stabilisation Reserve Contribution" means the percentage amount, as set out in Clause 4.3 which will be deducted from the Depositors' Total Profit Share to be paid into the Profit Stabilisation Reserve Account.

"Profit Stabilization Reserve Account" means an account into which We will pay all the Profit Stabilisation Reserve Contributions.

"Term Deposit Account" means Your term deposit Account of either 3, 6, 12, 24, 36 or 60 months or any other period offered in the future

"Total Depositors' Funds" means the average of the daily closing balance of all Islamic Savings Accounts during a Calculation Period.

"Withdrawal Notice" means a notice submitted by You to Us informing Us of Your intention to withdraw a certain amount from Your Notice Account, or close Your Notice Account after a minimum required number of days.

"Your Profit Share" means in respect to each Islamic Savings Account the share of profit due to You from the Depositors' Total Profit Share after deducting the Profit Stabilisation Reserve Contribution in accordance with Clause 4.3.

#### 2. Investment of Pools of Funds

- 2.1 Our Islamic Savings Accounts operate on a profit sharing basis and they are designed to comply with Shariah principles. Our Shariah Advisor will independently determine what these Shariah principles are. We agree to be bound by Our Shariah Advisor's decisions and guidance in operating Our Islamic Savings Accounts.
- 2.2 UBL UK has full discretion to choose our Shariah Advisor that we obtain guidance from with respect to our Islamic products.
- 2.3 In opening any of Our Islamic Savings Accounts, you acknowledge that Your money will be consolidated with Our funds (and the funds belonging to Our other depositors) in Our Pool of Funds and will be invested in accordance with these Specific Terms and Conditions. Different Pools of Funds have been created to ensure fair profit allocation in accordance with the term of Your deposit.
- 2.4 We will invest the Pool of Funds, at Our absolute discretion, in Shariah compliant investments at all times ensuring that there are sufficient funds available for providing immediate cash liquidity for Our depositors that wish to make withdrawals subject to Clause 2.6 below.
- 2.5 To open any of Our Islamic Savings Accounts You must be at least 18 years of age. You can also open an Islamic Savings Account for the benefit of a child under 18 years if You are at least 18 years old and You are a parent, relative or the child's legal guardian.
- 2.6 Once You have made Your initial deposit into any of the Term Deposit Accounts, no further payments into the account will be allowed during the term of the deposit. However, for Notice Accounts you can make unlimited number of deposits.
- 2.7 Partial or complete withdrawal of funds is not allowed during the term of the deposit. For Notice Accounts, you can make unlimited withdrawals providing you give the required Notice period. Please see clause 7 for more details.
- 2.8 Your Profit Share is not transferable to a third party.

#### 3. Mudaraba Costs and Profit Stabilisation Reserve Contributions

- 3.1 The Gross Earning from the Pools of Funds will be subject to deductions of Mudaraba Costs which include fees and expenses incurred in respect of the investment of the Pools of Funds. The Mudaraba Costs will not exceed the limit set out below in Clause 4.3.
- 3.2 In addition to the deduction of the Mudaraba Costs, you authorise Us to deduct from the Depositors' Total Profit Share a Profit Stabilization Reserve Contribution for payment into the Profit Stabilisation Reserve Account. Upon such deduction, you agree that You relinquish any right You may have to the monies in the Profit Stabilisation Reserve Account. The Profit Stabilisation Reserve Contributions made by all Our depositors are made on a combined mutual basis (by You and them) in support of stabilising the payment of Your Profit Share
- 3.3 We will exercise reasonable discretion as to when amounts in the Profit Stabilisation Reserve Account may be used to improve Your Profit Share but We will always follow the guidance of Our Shariah Advisor.
- 3.4 In the unlikely event that We are placed into liquidation following a court order or are unable to operate due to other circumstances, you agree that the balance in the Profit Stabilisation Reserve Account will be paid to charitable causes as approved by Our Shariah Advisor and You relinquish any right You may have to the monies in the Profit Stabilisation Reserve Account.

## 4. Profit calculation and sharing

4.1 Our share of profit will be calculated on each Calculation Date for each Calculation Period and will be determined by reference to the profit share set out below in Clause 5.

# 4.2 Profit Calculation

- a) On the Calculation Date of each relevant Calculation Period, we will calculate and share the profit as follows:
  - i. calculate the Gross Earning attributed to the Total Depositors' Funds;
  - ii. calculate the Distributable Profit by deducting the Mudaraba Costs from Gross Earning. This will cover the cost of investing the depositors' funds, but in any case the Mudaraba Costs will not exceed 1.5% of the Total Depositors' Funds. Any other costs above this maximum limit will be paid by Us from Our Profit Share;
  - iii. calculate Our Profit Share from the Distributable Profit. Our Profit Share is set out below with respect to each of the following accounts:
  - for 90 Days' Notice Account Our Profit Share will be 45% of Distributable Profit;
  - for 3 months Term Deposit Account Our Profit Share will be 50% of Distributable Profit;
  - for 6 months Term Deposit Account Our Profit Share will be 47.5% of Distributable Profit;
  - for 12 months Term Deposit Account Our Profit Share will be 40% of Distributable Profit;
  - for 24 months Term Deposit Account Our Profit Share will be 40% of Distributable Profit;
  - for 36 months Term Deposit Account Our Profit Share will be 40% of Distributable Profit;
- for 60 months Term Deposit Account Our Profit Share will be 40% of Distributable Profit.
  - iv. calculate the Depositors' Total Profit Share by deducting Our Profit Share from Distributable Profit;
  - v. finally calculate Your Profit Share after deducting a maximum of 20% from Depositors Total Profit Share for the Profit Stabilisation Reserve Contribution.
- b) We will have the right to change the Profit Shares mentioned in Clause 4.2 (a) (iii) and in such case We will send a notice to You at least 30 days before such change. In the case of any Islamic Savings Account opened with Us prior to the notice of such change and which has a maturity date after such change was to take effect, such change will only take effect on the day following the date of maturity of such deposit. You will be deemed to have accepted the changes if You do not contact or notify us before the proposed date of entry into force for these changes.
- c) Your Profit Share calculated in accordance with these Specific Terms and Conditions will be presented as an annual equivalent percentage rate and will be published as the profit rate on Our web site.
- d) The profit rate may change from time to time and such changes will be published on Our website (specifically the Profit Rate will be published on the respective Islamic Notice Account and Islamic FTD pages on our website and on the Profit Rate Sheet).
- 4.3 We will credit Your Islamic Savings Accounts with Your Profit Share after deduction of any applicable tax, as follows:
  - for 90 Days' Notice Accounts, Your Profit Share will be calculated at the Calculation Date and will be paid at the end of each Calculation Period;
  - b) for Term Deposit Accounts, Your Profit Share will be calculated at the Calculation Date but will be paid at the end of the term.

4.4 When You place funds in a Term Deposit Account with Us, you must choose the Calculation Date on which You wish the deposit to mature as We can only accept funds to mature on a Calculation Date. Unless otherwise instructed, upon the expiry of the term, the balance of Your Term Deposit Account will be rolled over and invested as a new deposit for a new term of the same duration. Please see clause 6 for more details.

#### Profit sharing and losses

- 5.1 It is a Shariah principle that Islamic Savings Accounts based on Mudaraba such as the 90 Days' Notice Accounts and Term Deposit Accounts involve:
  - a) The potential for Your capital to make a profit for You; and
  - b) the risk that Your capital could suffer a loss in the event of the Pool of Fund that Your money has been invested in returns a loss.
- 5.2 When Your capital makes a profit We shall calculate Your Profit Share in accordance with these Specific Terms and Conditions.
- 5.3 As a matter of English law (which applies to these Specific Terms and Conditions), in the event that Your capital suffers a loss, we shall seek to mitigate the loss in the following manner:
  - a) We may forego some or all of the fees chargeable by Us in respect of the investment of the Pool of Funds for the Calculation Period relevant to Your Islamic Savings Account(s);
  - b) We shall draw upon any available balance in the Profit Stabilisation Reserve Account administered by Us to make good as much of Your capital loss as the available balance permits Us to do;
  - c) in the unlikely event where the funds available in the Profit Stabilization Reserve are not enough to cover the loss referable to Your capital, we shall make an offer to You to make good the amount of any shortfall that You may have suffered. We are required by current UK banking regulations and policy to make this offer to You. If You choose to accept this offer, you shall be entitled to receive payment from Us of the full amount that You had previously deposited with Us. You are also entitled to refuse this offer from Us.
- 5.4 We would like to draw Your attention to the guidance offered by Our Shariah Advisor: His guidance is that if You accept Our offer to make good the amount of any shortfall (set out in Clause 5.3(c) of these Specific Terms and Conditions), You will not be complying with Shariah principles.
- 5.5 If the terms of the Financial Services Compensation Scheme (FSCS) apply in these circumstances, you may be able to apply to the FSCS for payment of compensation.
- 5.6 If You have suffered a loss in respect of which We have made an offer to You which You have accepted (see Clause 5.3 (c)), You may be able to apply successfully to the FSCS for payment of compensation if We fail to make payment to You in respect of that loss. If You have refused such an offer from Us, you may not be able to apply successfully to the FSCS for payment of compensation in respect of the amount that was previously refused by You.
- 5.7 Should You suffer a capital loss due to fraud, gross misconduct or gross negligence committed by Us, then We may be obliged, in accordance with Shariah principles, to make good to You any such capital loss on Your Islamic Savings Account out of money held by Us on behalf of Our shareholders. In such circumstances, UBL UK will review the case and it will be at our discretion as to whether we make good to You any capital loss on Your Islamic Savings Account.

# 6. Maturity Date and Re-investment of your Term Deposits

- 6.1 We will write to you a minimum of fourteen (14) days before your Term Deposit matures to ask for your instructions with respect to what you would like to do with your Term Deposit money at the Maturity Date.
- 6.2 If you instruct us to close your Account, you must provide us with the account details of where you wish the matured funds to be paid into at least one business day before the Maturity Date. If your Account was opened online, we will return the matured funds back to your nominated account, the details for which you would have provided to us when you initially opened your Islamic Savings Account with the Bank.
- 6.3 If you do not give us any instructions before the Maturity Date or you send us these instructions but they are not received before the maturity date or we cannot reasonably comply with your instructions, upon the expiry of the term, the balance of Your Term Deposit Account will be rolled over and invested as a new deposit for a new term of the same duration (or a similar term where the same term is not available)
- 6.4 Any such reinvestment will be made at the prevailing expected profit rate for that term.
- 6.5 Any such reinvestment will be on the Maturity Date if it is a Business Day or if not, on the Business Day immediately following. We will send you a confirmation if we reinvest your money by letter.
- 6.6 You may close your Account within a 14-day period of re-investment without incurring any charges. Please see clause 7.2 for more details.
- 6.7 If the 14-day period has elapsed, Clause 7.3 and 7.4 below applies.

# 7. Closing or withdrawing your Islamic Savings Account and Reduction in Profit:

- 7.1 If you decide to close your Term Deposit Account, you must notify us in writing as follows:
  - a) For Accounts opened online by email using the email address you used when applying for the Account which is the registered email address held for the account with UBL UK, and sending the email to <a href="mailto:enquiries@ubluk.com">enquiries@ubluk.com</a> or using secure message via internet or mobile banking For security purposes, UBL UK will not action any instructions or requests from an email address that is not registered to your account.
  - b) For Accounts opened by post or at our branch in writing or in person at our branch.
- 7.2 If you decide to close the Term Deposit Account within the first 14 days of opening it:
  - a) We will close your Account on receipt of the instructions and repay all of the money you invested with us with profit calculated in line with clause 7.5.

- 7.3 If you decide you wish to close your Term Deposit Account after the first 14 days have elapsed but before the Maturity Date, the following will apply:
  - a) We will not generally permit you to withdraw (complete or partially withdraw) money or close your Term Deposit before the Maturity Date.
  - b) If, at our discretion under extenuating circumstances, we allow you to withdraw (complete or partially withdraw) money or close the account before the Maturity Date, this may result in a reduction in the profit as mentioned in clause 7.5 providing your money did not incur any losses.
- 7.4 If you wish to withdraw money from your Notice Account without giving us the required Notice Period, or before the expiry of the total Notice Period, please note that this may result in a reduction in the profit as mentioned in clause 7.5.
- 7.5 The relevant reduction in profit when a deposit is withdrawn before maturity and/or required Notice is set out in the table below:

Term of Deposit (where applicable)	Reduction in profit (calculated till date of withdrawal)	
90 Day Notice Deposit	50% reduction in total profit calculated	
3 months Term Deposit Account	50% reduction in total profit calculated	
6 months Term Deposit Account	50% reduction in total profit calculated	
12 months Term Deposit Account	50% reduction in total profit calculated	
24 months Term Deposit Account	50% reduction in total profit calculated	
36 months Term Deposit Account	50% reduction in total profit calculated	
6o months Term Deposit Account	50% reduction in total profit calculated	

- 7.6 We will however allow money to be withdrawn or the Account to be closed without reduction in profit in the event of death of the Account holder (or for Joint Islamic Savings Accounts any of the joint Account holders).
- a) In these circumstances, if there is a request to do so, we will repay the deposit amount and any profit earned up to the date of early withdrawal or closure.
- b) Any surviving Joint Account holders may request that the investment be continued until the date of maturity, in such cases the investment will continue under the same terms as initially agreed and advised.

# 8. Statements

Account statements will be sent to You by post monthly for the 90 Days' Notice Account and confirmation of renewal for Term Deposit Accounts at the end of the term.

# SAFE DEPOSIT BOX – SPECIFIC TERMS AND CONDITIONS

## 1. Definitions

- "Account" means a UBL UK bank account;
- "Account Holder" means the holder of an Account;
- "Agreement" means the agreement between you and us which is created when we accept your application to open a Safe Deposit Box and which is subject to these Terms and Conditions;
- "Fees" means the charges payable by you to UBL UK for the provision of the Safe Deposit Box as set out in the Personal Account Schedule of Charges;
- "Safe Deposit Box" means the Safe Deposit Box provided by UBL UK to you in accordance with these Terms and Conditions;
- "You", "Your" means the person named on the application to open a Safe Deposit Box, and anyone named on the Safe Deposit Box Additional User form. If the Safe Deposit Box is held jointly, references to "You" and "Your" apply to all persons named on the application.

# 2. Eligibility for a Safe Deposit Box

- 2.1 You must be a UBL UK Account Holder and aged 18 or over in order to be able to open and use a Safe Deposit Box.
- 2.2 Our Safe Deposit Boxes are only available for personal customers and not business customers.
- 2.3 The Bank has full discretion to reject a Safe Deposit Box application even if you already hold a UBL UK Account, in turn, approving requests for a Safe Deposit Box remains at the full discretion of the Bank.

# 3. Use of Your Safe Deposit Box

- 3.1 We recommend that you insure any valuables in your Safe Deposit Box for their full value. Storing valuables in the Safe Deposit Box should not be seen as an alternative to insuring them.
- 3.2 You must not use the Safe Deposit Box in any way which is illegal, fraudulent, to store money or any other items relating to money laundering or terrorist activities or is otherwise unlawful as outlined in clause 3.4 below.
- 3.3 You must only store items in the Safe Deposit Box that you are legally entitled to possess and store in the Safe Deposit Box.
- 3.4 You must not deposit any of the following items in your Safe Deposit Box:
  - (a) items which are illegal or the proceeds of crime;
  - (b) items (including cash) which may be used in any act of terrorism or money laundering;
  - (c) which may cause harm to any person, premises or place including the safe deposit box;
  - (d) anything that is offensive, immoral, obscene, indecent, defamatory or libelous;

- (e) chemicals or drugs, or items that are hazardous, toxic, noxious, poisonous, corrosive, inflammable, unstable or explosive;
- (f) any living materials, plants and other perishable items;
- (g) any food or drink items that may decay;
- (h) any substance that may be subject to a ban, embargo or restrictions;
- (i) guns, knives, fire arms, bombs or ammunitions of other kinds.
- As part of your application for the Safe Deposit Box and upon deposit of items into the Safe Deposit Box you will be expected to confirm that you are not depositing any items prohibited as per the above list.
- 3.5 You agree that where UBL UK identify that you hold any prohibited items in your Safe Deposit Box, we are fully within our rights to take action against you as necessary. In addition, UBL UK have full discretion to withdraw our Safe Deposit Box service to you without prior notice in such circumstances.

# 4. Access to your Safe Deposit Box

- 4.1 You can access your Safe Deposit Box during the ordinary business hours of the relevant UBL UK branch in which your Safe Deposit Box is held.
- 4.2 Two keys are required to open a Safe Deposit Box; your key which we will hand over to you and our key which is kept securely by us. We will not keep a copy of your key and we cannot access the Safe Deposit Box by using our key alone.
- 4.3 Each time you wish to use your Safe Deposit Box, you must bring a valid form of photographic identification i.e. driving licence or passport and your safe deposit key. To keep a record of each visit we will ask you to sign-in every time you visit the branch to access your Safe Deposit Box, this is for security purposes.
- 4.4 You may add someone else to have access to and operate your Safe Deposit Box by signing UBL UK's Safe Deposit Box Additional User Form in accordance with Clause 6.4.
- 4.5 You are responsible for looking after your Safe Deposit Box key(s) and you must not make any additional copies of the key(s).
- 4.6 All keys remain the property of UBL UK.

#### 5. Lost or Stolen Keys

- 5.1 If your key(s) is stolen, lost or you suspect that someone has tried to use your Safe Deposit Box and are not authorised to do so, you must inform us immediately as described in Clause 11.
- 5.2 We will then replace the lock on your Safe Deposit Box and give you a new key(s). We will charge you a fee for the replacement lock and any other charges incurred in this respect, we will notify you in advance of the charges incurred in such circumstances. You will be required to pay the charges before the lock is broken and replaced.
- 5.3 If you have reported a key as lost or stolen and you then find that key again, you must not use that key, and you must return the key immediately to your respective UBL UK branch.

## 6. Joint Safe Deposit Box holders

- 6.1 If we issue you more than one key in case of joint Safe Deposit Box, you are responsible to decide who holds each of these keys.
- 6.2 If you are a joint Safe Deposit Box holder, any liability or obligation will be joint and several and any rights granted in these Terms and Conditions may be exercised by any of the joint Safe Deposit Box holders. We will not be responsible for implementing any agreement or arrangement between joint Safe Deposit Box holders as to their use of the Safe Deposit Box and this remains your full responsibility.
- 6.3 Any one of the joint Safe Deposit Box holders can give us instructions in relation to the Safe Deposit Box or operate the Safe Deposit Box, including but not limited to access to the Safe Deposit Box or terminating the Agreement. We are under no obligation to inform the other joint Safe Deposit Box holder(s) if the other joint holder accesses the Safe Deposit Box, removes the contents of the Safe Deposit Box or terminates the Agreement. If we become aware of any dispute between any joint account Safe Deposit Box holders, we reserve the right to refuse access to the Safe Deposit Box. UBL UK will not engage in any disputes between joint account Safe Deposit Box holders, we have the full right to protect the interest of the Bank.
- 6.4 You may add another person to have access to your Safe Deposit Box by signing UBL UK's Safe Deposit Box Additional User Form. In case of a joint Safe Deposit Box, all joint safe box holders must sign an Additional User Form. The additional user does not have to be a UBL UK Account Holder. We will require identification documents for the additional user(s) and will conduct complete identification and verification checks and any other necessary due diligence before deciding whether or not we can approve for the additional user to have access to the Safe Deposit Box.
- 6.5 If you authorise an additional person to access your Safe Deposit Box, then you will be responsible for their actions or omissions in relation to the Safe Deposit Box as if they were your own.
- 6.6 We shall not be involved in any dispute as to the ownership of any items deposited in the Safe Deposit Box.
- 6.7 We will not be responsible for the actions of anyone you or the law authorises to access your Safe Deposit Box.
- 6.8 We will not be responsible for any items missing from the Safe Deposit Box taken by the other Safe Deposit Box user.

# 7. Fees Applicable to Safe Deposit Boxes

- 7.1 You must pay the Fees for your safe deposit box within 3 Business Days of the date on which we accept your application to open the Safe Deposit Box.
- 7.2 The Fees are charged annually in advance and must be paid on the same date each subsequent year. You can find the details of Fees payable in our Personal Account Schedule of Charge or, Personal Islamic Tariff List and are available at our Branch and on our website (<a href="www.ubluk.com/about-us/resources">www.ubluk.com/about-us/resources</a>) The fees applied to rental of Safe Deposit Boxes are inclusive of VAT.
- 7.3 You can pay the initial Fees by setting up a standing order from your UBL UK account, by cheque or cash at any UBL UK branch. Subsequent annual Fees must be paid by standing order from a UBL UK account.
- 7.4 The Fees in the Personal Account Schedule of Charges and Key Facts are subject to change. We will give you at least two (2) months' notice before any changes come into effect. If you do not accept the new Fees, you can terminate the Agreement by giving us 14 days' written notice in accordance with Clause 14.1.7.5. If you do not terminate the Agreement at least 14 days prior to the next due date for payment of the Fees, you must pay the annual fees at the new rate in accordance with Clause 7.2.

- 7.6 In the event of non-payment of Fees due to us at any time, we reserve the right to immediately suspend our Safe Deposit Box services, without any notice, including your access to your Safe Deposit Box. This will remain at the full discretion of UBL UK.
- 7.7 In the event of non-payment of Fees due to us by the due date, you will be required to pay a Late Payment Charge of £15 per month.

  This charge will be payable until the outstanding amount is paid to us or your Safe Deposit Box is broken into by us in accordance with Clause 15. Whichever of these options we decide to pursue is at our full discretion.

## 8. Communicating with You

- We will contact you using the name and contact details which you provided to us when you opened your Account or applied for the use of a Safe Deposit Box, or which you subsequently notified us if changed. If we are contacting you in writing we will only write to the address you have registered with us, and if we are contacting you by email we will only correspond with the email address you have registered with us for your account.
- 8.2 If you are a joint Safe Deposit Box holder, the notification will be sent to the first named person on the application who should ensure that all Safe Deposit Box holders are properly informed.
- 8.3 Any change in your circumstances e.g. to your name or address must be notified to UBL UK as soon as possible in accordance with Clause 21 of the Personal Banking Terms and Conditions. You cannot hold UBL UK responsible if we send confidential or required information to the wrong name or address because you failed to ensure that the details UBL UK hold about you are up to date. We may charge you our reasonable costs of finding you (or trying to find you) if your contact details are not kept up to date (but we have no obligation to try to find you).

# 9. UBL UK's Rights

- 9.1 You must, on demand, permit UBL UK to inspect the contents of your Safe Deposit Box for the purpose of ascertaining your compliance with these Terms and Conditions. Under some circumstances, UBL UK may inspect the Safe Deposit Box without your permission, for example, where we have reasonable grounds for suspicion or are fulfilling our regulatory obligations.
- 9.2 We may, at our discretion, remove the Safe Deposit Box and its contents to a new location under such safeguards as we deem proper.
- 9.3 We may not always strictly enforce our rights under the Agreement. For example, we may allow you more time to pay what you owe us. However, by doing this we are not waiving our rights and we shall not be prevented or restricted from enforcing our rights at a later date.

## 10. UBL UK's Liabilities

- 10.1 We shall not be held liable if any third party brings or threatens to bring a claim or any legal proceedings against you in relation to any item deposited in the Safe Deposit Box.
- You shall indemnify us against all costs, charges, claims, damages or expenses incurred in relation to any claims or legal proceedings that are threatened or brought against us arising from your breach of these Terms and Conditions.
- 10.3 You shall indemnify us and pay all costs, claims, charges or damages that we incur or which are made against us in the event of damage, harm or loss arising from your breach of these Terms and Conditions.
- 10.4 We will not be liable for:
  - (a) any loss or damage to the items deposited in the Safe Deposit Box, except for loss or damage due to our negligence or breach of contract:
  - (b) any direct or indirect loss of profits, loss of business, loss of anticipated savings, indirect or consequential loss, or damage to or loss of data;
  - (c) any loss arising from us acting in accordance with these Terms and Conditions.
- 10.5 Any liability that we may have is limited to direct loss or damages only and will not exceed the greater of:
  - (a) the annual Fees payable by you for the Safe Deposit Box for the year of the Agreement in which the claim arises; or
  - (b) the amount of insurance cover we have for the loss or damage suffered (if applicable, divided equally between Account Holders with safe deposit boxes who have suffered loss or damage arising out of the same event).
- 10.6 Nothing in these Terms and Conditions excludes or limits either our liability for fraud by UBL UK employees or your liability for your own fraud. We do not exclude or limit our liability for death or personal injury resulting from our negligence when on UBL UK premises.

## 11. Security

- 11.1 We will do all we reasonably can to prevent unauthorised access to your Safe Deposit Box to make sure it is secure but you are also responsible for ensuring that you take appropriate steps to keep your Safe Deposit Box safe, such as ensuring that the key is kept securely at all times.
- 11.2 You must tell UBL UK immediately if:
  - (a) your key is lost or stolen; or
  - (b) you think someone may be accessing your Safe Deposit Box without your authority. You should contact us as soon as possible on (+44) 0121 753 6000 and if calling out of office hours leave a message informing us of the situation and we will deal with it on the next Business Day. You can also contact the Bank through our website or by emailing us but if you choose the latter then you must ensure that you are contacting us from the email address you have registered with us, or via internet or mobile banking using secure message.
- 11.3 UBL UK will not be liable for any losses if such loss arises from:
  - (a) your failure to act with reasonable care in looking after your key for the safe deposit box;
  - (b) your failure to report your key as lost or stolen as soon as you become aware that it is missing;
  - (c) your negligence or fraud.

# 12. Refusal of Access to the Safe Deposit Box

- 12.1 We reserve the right to refuse access to your Safe Deposit Box in the following instances:
  - (a) in the event you fail to make any payment due to us in accordance with Clause 7;
  - (b) in the event we receive notice, instructions or orders to do so from any authority having jurisdiction over us or a court of law; or

(c) if on exercising our right in accordance with Clause 9.1 we suspect that you are in breach of Clause 3.2. 3.3 or 3.4.

## 13. Third Party Access to the Safe Deposit Box

- 13.1 You shall not transfer or sublet the Safe Deposit Box or permit any other person other than the named Safe Deposit Box holders (or in event of death, your duly authorised representatives) to use the Safe Deposit Box.
- 13.2 We will require identification documents for anyone seeking access to it and will conduct complete identification and verification checks as well as any other necessary due diligence before deciding whether or not we can grant access to the Safe Deposit Box.

# 14. Terminating the Agreement and Suspending your right to use the Safe Deposit Box

- 14.1 The Agreement will commence on the day we notify you that we accept your Safe Deposit Box application and the Agreement shall continue in force until you or we terminate it by giving a minimum of 14 days' written notice.
- 14.2 We will give you a cooling off period of 14 days from the date on which the Agreement commences during which you can cancel the Agreement. If we receive your cancellation request in writing within 14 days from the date of commencement, we will return the Fees you have already paid on a pro rata basis taking into account the number of days you have used the Safe Deposit Box for.
- 14.3 As outlined in Clause 14.5 below, we will not refund the fees you have paid, pro rata or otherwise, for termination of the Agreement by you or us for any reason after the 14 days cooling off period.
- 14.4 We can terminate the Agreement immediately and without prior notice:
  - (a) if you fail to pay the Fees or any other payment due to us within 30 days of the due date for payment;
  - (b) if you are in material breach of any of the terms of this Agreement;
  - (c) if we receive notice, instructions or orders from any authority having jurisdiction over us or a court of law requiring us to stop providing the Safe Deposit Box to you,
  - (d) if we suspect any unlawful activity or that you are misusing the Safe Deposit Box;
  - (e) if you are a joint Safe Deposit Box holder, and we have been notified of a dispute between the joint Safe Deposit Box holders;
  - (f) if a petition for a bankruptcy order is presented against you or if you make a proposal to your creditors for a voluntary arrangement, unless you have previously obtained an appropriate court order.
- 14.5 We may at any time on reasonable notice terminate this Agreement and require the surrender of the Safe Deposit Box and the keys to it and the removal of the contents of the Safe Deposit Box, it is within our full discretion to do this. If we do this, we will repay to you a pro-rata portion of the Fees paid.
- 14.6 On termination of the Agreement by you or us for any reason you must immediately return all keys to us by delivering them to your branch in person or by registered post. You agree not to make any duplication of the Safe Deposit Box keys and therefore agree to return all keys held without holding any back.
- Any notice given by either party to terminate the Agreement must be given in writing and such notice shall be deemed to have been validly served by delivering it personally or sending it by pre-paid first class or airmail post (as applicable) to the relevant party at their given address. Any such notice shall be deemed to have been received, if delivered personally, at the time of delivery or, in the case of pre-paid first class post, two Business Days from the date of posting or in the case of airmail post, five Business Days from the date of posting.

# 15. Breaking in to the Safe Deposit Box

- 15.1 We shall be entitled to break open your Safe Deposit Box in the event that we terminate the Agreement in accordance with Clauses14.4(a)to 14.4 (f).
- 15.2 We will break open the box in presence of a UBL UK official and a legal representative appointed by us.
- 15.3 An inventory will be made of the items recovered from the box and will be signed by the two witnesses mentioned in Clause 15.2. This inventory shall be deemed conclusive in nature, description and amount of the items found in the Safe Deposit Box.
- 15.4 If the Agreement is terminated in accordance with Clause 14.4 (c) or 14.4 (d), we shall dispose of the items found in the Safe Deposit Box as instructed by any applicable law enforcement agencies or as we deem appropriate without notice to you.
- 15.5 If the Agreement is terminated in accordance with Clause 14.4 (a) we shall dispose of the items found in the Safe Deposit Box by sale, auction, destruction or any other means we deem appropriate without notice to you to recover any outstanding fees and charges we incur related to breaking of the Safe Deposit Box and disposing of its items.
- 15.6 After deducting all outstanding fees and the charges set out in Clause 15.5 above, we shall deposit the remaining balance of the proceeds of the sale or auction of the items and any remaining cash recovered from the Safe Deposit Box into your Account or, if you no longer hold an Account, we shall pay such amounts to you on demand if this is possible at the time you contact us. There is a possibly that the Bank will be unable to pay any such funds on demand, particularly, where significant time has elapsed.

# 16. Death of Account Holder

In the event of the death of a Safe Deposit Account holder, or in the case of joint Safe Deposit Box holders, the death of the last survivor (in either case called "the Deceased" in this section) we may, at our option (and on such evidence as we may deem necessary being produced) permit any person or persons claiming to be the personal representative of the Deceased to inspect the contents of the Safe Deposit Box in the presence of an officer of UBL UK, and on production of a Grant of Probate (or other documentation requested by us) in favour of the Executor(s) of the Deceased's estate, Administrators or other representatives named therein, such Executor(s), Administrators or other representatives will have the power to deal with the contents of the Safe Deposit Box. In the event that the Safe Deposit Box contains an original Will or Codicil of the Deceased, we may, on the death of the deceased, permit the removal of such Will or Codicil by the Executor(s) or other personal representative for the purpose of obtaining a Grant of Probate. In such an event, we shall be allowed to retain a photocopy of the documentation.

16.1 If we do not hear from a personal representative within 6 months of date of death of the Deceased, we will undertake reasonable efforts to trace and contact an appropriate personal representative. The costs of this action must be met from the balance on the UBL Account(s) or, if insufficient, from the proceeds of the contents of the Safe Deposit Box. If it is not possible to locate a personal representative UBL UK retains the right to dispose of the contents of the Safe Deposit Box in accordance with Clause 15 and terminate the Agreement.

# 17. Assignment and Waiver

- 17.1 We may transfer all or any of our rights in relation to your Safe Deposit Box by giving you at least one (1) month's prior notice. We may also delegate, transfer or outsource any of our obligations, but only to an entity which we reasonably consider capable of performing these obligations. References to UBL UK in these Terms and Conditions would include references to any person to whom any relevant right or obligation has been transferred. If you object to such transfer you may terminate the Agreement in accordance with Clause 14.1.
- 17.2 You may not transfer any obligations or rights, benefits or interests under the Agreement or in your Safe Deposit Box or create any security over items in your Safe Deposit Box in favour of someone else unless we say you can in writing. This does not affect any transfer that takes effect under the general law, for example upon your death.

# Specific Terms and Conditions for UBL UK NetRemit

- a. These Specific Terms and Conditions set out how you can access and use UBL UK NetRemit to make a remittance payment to Pakistan.
- b. You will need to register for UBL UK NetRemit using internet or mobile banking, or by visiting our branch. Before you can use the UBL UK NetRemit, you will be asked to confirm that you have read, understood and accept these Personal Banking Terms and Conditions, which includes the Personal Banking General Terms and Conditions and these Specific Conditions for UBL UK NetRemit.
- c. Using UBL UK NetRemit, you can remit money to Pakistan using your UK Debit / Credit Card.
- d. You may also fund your remittance using a UBL UK Online Easy Access Account or any Personal UBL UK Current Account. If you do not hold any payment accounts with UBL UK, you may apply for one once your account has been approved. Applications will be subject to eligibility as details in the Personal Banking General Terms and Conditions section above, and the Specific Terms applicable to the account type you are applying for.
- e. These Specific Terms and Conditions explain our obligations to you and your obligations to us. We may need to add to, change or vary the UBL UK NetRemit Specific Terms and Conditions from time to time in line with changes and improvements to our Services or for legal or regulatory requirements.
- f. These Terms and Conditions are in the English language and all instructions, transactions and communications in connection with UBL UK NetRemit shall be in English.

## 1. Definitions of Terms used in these Specific Terms and Conditions

- a. 'We', 'our' and 'us' means UBL UK
- b. 'You' and 'your' means our UBL UK NetRemit customer.
- c. Business Day means Monday to Friday but excluding Bank Holidays or Public Holidays.
- d. 'UBL UK NetRemit' means a UBL UK NetRemit Account/Service which is for the sole purpose of remitting money to Pakistan only.
- e. 'Beneficiary' means the specified person abroad to whom you are sending money to through UBL UK's NetRemit.
- f. 'Charges/Fees' means the fees and charges that may be applicable to make transactions using UBL UK NetRemit.
- g. 'Internet and Mobile Banking' –means the UBL UK Internet and Mobile Banking Platform that has been downloaded on your mobile device from the App/Play Store for the purpose of remitting money abroad to Pakistan alongside managing your everyday banking needs through UBL UK, or the internet banking service available at digitalbanking.ubluk.com.
- h. "UBL UK NetRemit Account' means an Account opened with the Bank specifically for remittance to Pakistan, in the name of the account holder.
- i. 'Payment Card' means the debit or credit card that you use to make a remittance payment through UBL UK NetRemit by entering the details of the card onto internet or mobile banking, this is the card that will be debited for the purpose of the remittance payment.
- j. 'Remittance Amount' means the amount that is to be sent to the Beneficiary in Pakistan in the local currency, Pakistani Rupees (PKR).
- k. The Bank means United National Bank Limited (referred to as 'UBL UK').

## 2. Eligibility Requirements for the UBL UK NetRemit

- (a) There are a number of requirements that you must meet to qualify and be eligible to register and use the UBL UK NetRemit. You must:
  - i) Be at least 18 years of age and have the legal capacity to enter into a contract;
  - ii) Be a resident of the United Kingdom;
  - iii) Be able to provide us with any evidence which we require to verify your identity, if requested;
  - iv) Be issued with a valid debit or credit card from a UK bank account or hold a UBL UK Bank Account that is classified as a movement account (Online Easy Access Account or Personal Current Account';
  - v) Have an internet connection to enable you to use the UBL UK Internet Banking facility.
  - vi) Have a valid and operative email account that is unique to you, that only you have access to in order to set up and access your account securely;
  - vii) Have access to an Android or iOS mobile device if you would like to use the UBL UK Mobile Banking app.
  - viii) Have a registered mobile device capable of receiving SMS messages that only you have access to in order to authenticate some transactions and activities when using the service online or on your mobile device.
- (b) Remittance requests must comply with these Specific Terms and Conditions and the applicable English Law, therefore you may:
  - i) Only use the UBL UK NetRemit on your own behalf to send remittances to other individuals, and not for any commercial purposes;
  - ii) Not utilise this Service to re-sell currency;
  - iii) Not utilise this Service on behalf of any other person(s) or as an agent for any other person;
  - iv) Not remit funds for any business use as remittances for commercial purposes are strictly not permitted through the UBL UK
- (c) UBL UK NetRemit is not permitted to be used for any purpose that could result in a breach of the laws or regulations of the United Kingdom including but not limited to the Anti Money Laundering and Counter Terrorist Funding regulations.

- (d) UBL UK reserves the right at any point to request additional information and or documents, including information / documents to verify your identity or the identity of the Beneficiary, proof of the source of funds being remitted and proof of the purpose of your remittance. These may be supplied in physical form either at our branch, or by sending certified copies through the post. You may also upload images of certified copies through internet or mobile banking.
- (e) UBL UK reserves the right at any point to terminate the relationship between you and the Bank should we deem fit to do so. UBL UK also reserves the right to hold, block or reject any remittance payments made through the UBL UK NetRemit if they do not comply with our requirements and/or where we consider the payment to be in breach of the applicable laws and regulations.
- (f) If the relationship is terminated or a payment is rejected by us, UBL UK will inform you via an email, or by any other reasonable means of notice if we are unable to reach you by email.

# 3. Registration and Security Details

- (a) Registration will be required and is mandatory for you to be able to access and use UBL UK NetRemit to make a remittance to Pakistan, including if you wish to use the service in branch through our POS Terminal or via internet or mobile banking.
- (b) By registering and agreeing to our Personal Banking General Terms and Conditions and these Specific Terms and Conditions you are agreeing for us to perform an electronic identity check through a credit reference agency and to perform other relevant due diligence checks as per the Bank's required process.
- (c) If false, untrue, outdated or incomplete details are provided and we cannot verify the information you provide, we reserve the right to decline your application or remittance request and potentially your request for the use of any other products or services offered by UBL UK.
- (d) In the event that you have forgotten any of your login details please follow the process on internet or mobile banking to reset, alternatively ask a member of our Branch staff or contact our Customer Service Department on 0121 753 6000 for further assistance Monday to Friday from 9:15am to 5:15pm.
- (e) Without prejudice to your rights in relation to any order for Services in regard to which we issued a Confirmation (in accordance with clause 5 below), we reserve the right, at any time, to terminate your access to the UBL UK NetRemit without prior notice if:
  - i) You use the UBL UK NetRemit or attempt to use it for any prohibited purpose;
  - ii) You attempt to transfer or charge funds from an account that does not belong to you;
  - iii) We receive conflicting claims regarding ownership of or the right to withdraw funds from a debit or credit card account used for any transaction you initiate;
  - iv) You have provided us with false evidence of your identity or you failing to provide us with true, accurate, up to date and complete evidence of your identity or details regarding transactions upon request;
  - v) You attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security and/or functionality of the UBL UK NetRemit website and/or the application or to infect it with any malicious code;
  - vi) You are in breach of these Specific Terms and Conditions;
  - vii) You become a sanctioned individual and / or we become aware that you are engaged in any criminal activities.
  - viii) We have reason to believe that any of the foregoing has occurred, or is likely to occur.

# 4. Registered User Identification Details

When registering for UBL UK NetRemit, you as the remitter are required to provide current, accurate, complete and true information about yourself.

- (a) The identification documents that we will request when you register for the NetRemit Service (and potentially thereafter if we deem necessary) are:
  - i) Proof of identification; such as a valid passport, photo ID or valid driving licence and
  - ii) Proof of address; such as a utility bill or bank statement (less than 3 months old).
- (b) If you are applying via internet or mobile banking, we will use electronic reference agencies to verify your identity, but we may require additional documentation which you may provide in brand or certified copies via post, or alternatively by uploading images of certified copies through internet or mobile banking. If you are applying in branch, you must bring original documents.
- (c) The documents that you send MUST be original or certified as original seen in accordance to the Banks Certification Guidelines detailed in the Personal Banking General Terms and Conditions section of this document.:
- (d) If inaccurate or incomplete information is provided regarding your identity that results in us not being able to verify your identity through the processes we have in place, then UBL UK reserves the right to request additional information and identification documents from you to satisfy our requirements.
- (e) Anti-money laundering regulations may require us to obtain additional identification or information on yourself, the Beneficiary or the transaction. By making a remittance transaction through UBL UK NetRemit, you agree to provide such information when requested. We reserve the right to hold your funds / block the transaction until we receive the necessary information and we reserve the right to terminate your access to the UBL UK NetRemit at any time.
- (f) We do not accept liability for damages / inconvenience resulting from non-payment or delay in payment of a remittance transaction to a Beneficiary or failure to perform a transaction under this Service for circumstances beyond the Bank's control

# 5. Processing your Remittance Requests

- (a) When you complete and submit a remittance request via internet or mobile banking, or by entering your Chip and Pin via the in-branch POS Terminal, you irreversibly give us permission to charge the Payment Card or account that you have provided with the Pound Sterling amount of the remittance payment, plus any Charges that may apply to the remittance Service. The Charges that may apply to your remittance transaction are set out in the Personal Banking Schedule of Charges or Personal Islamic Tariff List.
- (b) If the payment is later returned, cancelled or charged back to the Payment Card for any reason and UBL UK have already executed your remittance to your Beneficiary, then you agree to reimburse UBL UK for the Pound Sterling amount that constitutes the remittance payment value and also any Charges that may result from the return, cancellation, or chargeback of the transaction such as and not limited to the Service fees, insufficient funds fees and/or other charges.
- (c) We may, in our absolute discretion, refuse any transaction or limit the amount to be transmitted, either on a per transaction basis or on an aggregate basis, and either on your Account or on a related account (such as a UBL UK Current Account in your name).
- (d) We will endeavour to process transactions made through UBL UK NetRemit promptly, however, you should be aware that any transaction may be delayed or cancelled for a number of reasons. The reasons include but are not limited to, complying with the applicable laws and regulations; delays in identifying and verifying you; validating your transaction instructions, verifying the identity of the Beneficiary of the

- origin of the funds, or inability to contact you. We will not be liable to you for damages for delay or cancellation in such circumstances.
- (e) UBL UK's liability shall be limited to the amount in Pound Sterling tendered to us for remittance to the Beneficiary. We shall have no further liability in respect of damages or loss in certain circumstances including but not limited to, consequential loss as a result of non-payment, non-delivery, underpayment, failure or error in the transmission of the remittance payment.
- (f) The non-receipt of requested documentation will cause your transaction to be delayed and where documentation is not provided within 10 working days of the date of the initial transaction instructions your transaction through UBL UK NetRemit will be cancelled. Funds will be returned to the debit or credit card used to initiate the remittance, and may take up to an additional 5 Business Days after cancellation to be credited to your account.
- (g) We reserve the right to cancel your transaction if it is expired, as a result of any of the circumstances referred to in clause sections 5 (f) and 7 (h).

## 6. Remittance Payment to your Beneficiary Account

- (a) Once you have submitted a remittance request to us via the UBL UK NetRemit and your remittance Pound Sterling funds have been received by UBL UK, we will endeavour to arrange for the payment to be made to your specified Beneficiary promptly.
- (b) If you are using UBL UK Bank Account to make the remittance, the amount will be debited from your account immediately and the remittance will be initiated to the Beneficiary
- (c) Once we receive authorisation from your Payment Card provider that the funds can be taken for the transaction from the specified card we will endeavour to process the remittance promptly. The usual process is that if the payment is made to the Beneficiaries Pardes Card this should be received immediately. If Cash Over Counter Collection is selected, cash will typically be available for collection at a UBL Counter by the Beneficiary within 2 working days, or a Tezraftar can be made available within 72 hours. If the transaction is sent direct to a Bank Account in Pakistan, the transaction can take up to 2 working days to arrive. The timeframes may be subject to variation should the circumstances of the transaction change, meaning the transaction may take longer, or it may arrive much sooner.
- (d) We will apply the exchange rate applicable once we have received authorisation from your Payment Card Provider or when the funds are taken from your UBL UK account, on the date the remittance is processed. The exchange rate applicable may differ from the exchange rate you were notified on the date of your remittance request.
- (e) We will process the remittance request on the information that you have provided to us during your registration to UBL UK NetRemit and your remittance request instruction.
- (f) It is your responsibility to ensure all information provided about the transaction is accurate and complete. In turn, you will be responsible for any errors in the information, including misidentification of the Beneficiary, incorrect or inconsistent account names and numbers, or misspellings.
- (g) Once a transaction has been submitted for processing it becomes difficult to change any of its details. Incorrect, inaccurate and/or incomplete information may result in delays in the funds reaching the Beneficiary for which UBL UK will not be held liable. Neither will UBL UK be held liable for technical failures or delays caused by the recipient bank or for any other circumstances beyond our control.
- (h) If you inform us that a transaction instruction was made incorrectly by us, following our investigation of this, we will promptly refund your Payment Card with the transaction amount along with any charges or fees applied.

# 7. Cancellation or Refund

- (a) A vast majority of our remittances are processed in near real time, therefore if the transaction has already been processed and sent to the Beneficiary's bank, we cannot guarantee the retrieval of funds if you instruct us to cancel your remittance request.
- (b) However, upon receiving a cancellation/refund request from you, we will send a request to the Beneficiaries (receiving) bank to try and retrieve your funds. UBL UK can only make a refund to you if we have successfully retrieved your funds from the Beneficiary (receiving) bank in Pakistan.
- (c) If your remittance has successfully been cancelled and the funds have been retrieved they will be returned to your Payment Card within 3 Business days from the date, we receive confirmation of cancellation from the Beneficiary (receiving) bank.
- (d) Only the remittance amount in Pound Sterling plus any charges you may have paid at the time of making the remittance will be refunded to your Payment Card. The Bank will deduct our transaction cancellation charges prior to refunding the money to your Payment Card. No adjustments will be made for any currency fluctuations which may have occurred during the time taken to cancel the transaction. The specific cancellation charge is detailed the Personal Banking Schedule of Charges or the Personal Islamic Tariff List which can be found at www.ubluk.com.in
- (e) Should you wish to make amendments to the Beneficiary's original details provided at the time of submitting the transaction request, this is only possible if the payment hasn't already been paid to the Beneficiary by the receiving/beneficiary bank. Please note that you will be unable at any time to amend the remittance amount to be sent to the Beneficiary from the amount specified in the original transaction request. Amendments to transactions will be subject to charges as set out in the Personal Banking Schedule of Charges or the Personal Islamic Tariff List which can be found at <a href="https://www.ubluk.com/resouurces">www.ubluk.com/resouurces</a>
- (f) If, as in Condition 7 (e) above, you change your mind about making your remittance request, you will need to contact us immediately by calling the Customer Service Department on o121 753 6000, or by visiting our branch with photographic proof of ID such as a driver's license or passport so that we may verify your identity, or for further details on how you can contact us to cancel your request or to submit your cancellation/refund request, please see Section 11 below.
- (g) Your transaction request through UBL UK NetRemit expires after 10 working days. As outlined in 5 (f), if we have requested documentation to verify or support your transaction to be processed, and this is not sent to us within 10 working days, your transaction will be cancelled and the money will be returned to your account or the payment card that you used to fund the transaction. Note that the money can take up to 5 working days to be available back again in your account as per the process of your own bank, and we have no control over this process.

## 8. Charges and Fees

- (a) For each relevant remittance transaction you submit, you agree to pay us the charges and fees applicable to that transaction, in addition to the remittance amount.
- (b) The charges and fees applicable to the UBL UK NetRemit Service shall be in accordance with the Personal Banking Schedule of Charges or Personal Islamic Tariff List in effect at the time you make a remittance request, which can be found at <a href="www.ubluk.com">www.ubluk.com</a>. At the time of making the transaction, either through internet or mobile banking or in branch, you will be provided with a breakdown of the transaction confirming the amount in GBP that will be debited from your card or account, the total fees applicable, the exchange rate at which money will be transacted, and the PKR amount that the beneficiary will receive. It is your responsibility to check and confirm these details

prior to confirming that you would like to proceed with the transaction either through internet or mobile banking, or by entering your chip and pin in branch at the POS terminal.

- (c) The Charges will be debited in Pound Sterling and will be in addition to the remittance amount. By selecting 'Confirm' or entering your chip and pin (in Branch) when completing your remittance request, you irreversibly authorise us to recover all of the Charges and fees payable along with remittance amount from your Payment Card account or UBL UK Account.
- (d) In some cases, the Beneficiary of the funds may also have to pay any charges levied by the bank from which they collect the funds. These charges are not applied by UBL UK nor are we aware of this prior to the charges being applied by the Beneficiary (receiving) bank. UBL UK is not responsible for the application of such Charges.
- (e) Any amendments to the original Beneficiary details provided by you will incur an administrative charge the details of which can be found in the Personal Banking Schedule of Charges or the Personal Islamic Tariff List which can be found at <a href="www.ubluk.com">www.ubluk.com</a>.
- (f) We reserve the right to change our Charges from time to time, but changes in the Charges will not apply to any transactions that we have already sent you the Confirmation.
- (g) If you pay by debit card it will be charged as soon as we accept your request for the transaction.
- (h) When you pay by debit card and your transaction is refused by your bank or by the card issuer, your bank account will not be debited. However, it is possible that your bank or the card issuer might hold the amount you tried to send. If this happens you will need to contact your bank or card issuer to resolve the issue as this is not applied by UBL UK nor can we release these funds.

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