



NATIONAL BANK OF KUWAIT (INTERNATIONAL) PLC - LONDON

CONDITIONS FOR DEPOSIT AND CURRENT ACCOUNTS

(July 2017 version)

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For new accounts and existing accounts these Conditions apply from 1 July 2017.

ATTENTION

These Conditions are important and you should read them carefully. They apply to accounts held with us in London. There are separate conditions for customers of our Paris branch.

If you are a joint account holder we draw your attention to Condition 10.

For the purposes of the Payment Services Regulations these Conditions are the Framework Contract. See Condition 4 for details of how long these Conditions will remain in force. These Conditions include any subsequent variations we make to them in accordance with Condition 28.

1. Definitions

“Account” means current (business or personal), instant access, notice or fixed term account.

“ATM” means Automated Teller Machine.

“Business account” means any account we open for a business, whether in a customer’s own name, a trading name, or in the name of a company, partnership or other organisation or entity.

“Call account” see “Instant Access Account”.

“Card” means our debit card issued to you under the VISA payment scheme or any other such scheme.

“Card number” means the number embossed across the middle of the card.

“Card transactions” means any use of the card or card number to make or authorise payments to retailers or the use of the card and PIN in cash machines or otherwise to obtain cash or using your card for a contactless transaction.

“Clearing agent” means a third party bank that facilitates the clearing and settlement of payments and trades.

“Current account” means an account you can use to make payments to third parties and which you can draw on without giving us any prior notice. Balances on a current account can be positive or negative (in credit or overdrawn).

“Customer instruction” means any request or instruction from you to us.

“Data” means any information provided by you or obtained by us in connection with the account or any other account you hold with us.

“Deposit account” means any account other than a current account designed to hold a customer’s credit balance with us, whether or not for a fixed term and whether or not at a fixed interest rate.

“EEA” means the European Economic Area.

“Financial crime” means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break the laws relating to these matters.

“Financial crime risk management activity” means any action to meet legal obligations relating to the detection, investigation and prevention of Financial Crime. This may include:

- (a) screening, intercepting and investigating any communication, application you make or any payment, whether sent to or by you or on your behalf;
- (b) investigating the source of or intended recipient of money;
- (c) combining information relating to you with other information in our possession or the possession of our clearing agent; and/or
- (d) making further enquiries as to the status of a relevant person or entity, including whether they are subject to a sanctions regime or confirming their identity or status.

“Foreign currency” means any currency other than the currency in which the account is held.

“Instant access account” means an account (other than a current account) where you do not need to give us any prior notice before making a withdrawal and where your deposit is not for a fixed term. Instant access accounts are sometimes referred to as “call accounts”.

“GCC” means the Gulf Cooperation Council.

“IBAN” means International Bank Account Number.

“Month” means calendar month unless the context requires otherwise.

“Notice account” means a deposit account which requires you to give us notice of a specified period before you are permitted to withdraw some or all of your money; or where failure to give the specified notice means that there will be a charge for early withdrawal of your money.

“Online banking” means our computer controlled electronic banking and financial services system and any electronic banking or financial service operated through NBKONLINE and made available by us to you.

“Passcode”, **“password”**, **“user ID”** or **“username”** means any confidential password, code or number, whether automatically produced for you randomly by us and posted directly to you; or adopted by you and accepted by us, which may be used to access Online Banking, telephone banking or to execute a customer instruction.

“PIN” means any personal identification number issued to or created by you.

“Priority debts” means mortgage arrears, rent arrears, gas, electricity, council tax, child or ex-partner maintenance, and arrears on income tax and VAT.

“Secure payment sites” means websites on the internet, whose payment pages have a URL commencing with “https”.

“Security details” means any details supplied by us to you or adopted by you and

accepted by us and which may be used to authorise a transaction on your account. Security details could include a confidential password, number or code.

“Security devices” means any device we have supplied to you which will generate a one time password or number that you can use to verify an instruction to us to make a payment, set up a standing order or to perform some other task.

“Tariff” means our tariff of charges as varied from time to time and set out on our website.

“We/our/us” means National Bank of Kuwait (International) PLC’s London operation.

“Website” (“our website”) means www.nbki.com or any other website we set up.

“Working day” means any day of the week except Saturday, Sunday or any English public holiday.

“You/your/yours” means the customer or customers.

2. About us

- 2.1. National Bank of Kuwait (International) PLC is registered in England and Wales as company number 2773743. With its main operation based in London, United Kingdom and a branch in Paris, France it is a wholly owned subsidiary of National Bank of Kuwait SAKP.
- 2.2. Our main business is the provision of financial and payment services and we are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority as firm number 171532. Our address for the purposes of these Conditions is NBK House, 13 George Street, London, W1U 3QJ, United Kingdom.

3. About these Conditions

- 3.1. Our contract with you consists of:
 - these Conditions;
 - our Tariff;
 - the document “Timescales for making and receiving payments”

All of the above documents can be varied as set out in Conditions 18 and 28.

Certain other services that are connected to your current or deposit accounts held with us may have their own special conditions, detailed separately, in which case those conditions will complement these Conditions, not replace them.

- 3.2. These Conditions will be in English, as will notifications and communications to you relating to accounts governed by these Conditions. See also Condition 30.7.
- 3.3. You will be supplied with a copy of the documents listed in 3.1 above before you open a current or deposit account with us. At any time you have the right to request a copy of the current version of these documents free of charge. We will also keep the latest versions on the website.

- 3.4. In the unlikely event of any set of Terms and Conditions conflicting with another, these Conditions will prevail.

4. When these Conditions apply

These Conditions (as varied from time to time) apply while you have any deposit or current account with us. They also govern the obligations and liabilities we owe you and you owe us after an account has been closed.

5. Obligations we owe each other

Our obligations to you: general scope

- 5.1. We will provide you with any of the banking or payment services described in these Conditions. We will make reasonable efforts to ensure that:
- services are available at the times stated in these Conditions;
 - transactions and other business are processed as stated in these Conditions.
- 5.2. Where it is not possible to meet these standards owing to circumstances outside our control we will, if necessary, notify you as quickly as possible and attempt to facilitate your business and minimise any cost or inconvenience to you. We will not be liable to you in such circumstances. Please see Conditions 20 and 26 which set out when we do and do not accept liability.

These Conditions also apply when we have used agents to provide certain services to you.

Your obligations to us

- 5.3. You will comply with these Conditions where they require you to do or not do something.
- 5.4. Within 14 days of any change in the information you have given us about yourself you will inform us in writing of the change, including:
- any change of address;
 - any information you have given us for tax disclosure purposes, such as your tax residency or status as a US person.

6. Communications

- 6.1. We will correspond with you at the residential address or email address which you designate for this purpose.
- 6.2. You agree that we may contact you via email, text message, telephone, post and by using any other contact details given in your account opening application. You agree to provide us with accurate contact details and that you will tell us of any changes to these contact details in accordance with Condition 5.4 so that we hold up to date contact information on you.
- 6.3. Some means of communication are less secure than others, and you agree that you are responsible for your choice of communication and for any weaknesses which that may entail.

- 6.4. Except where a telephone, facsimile (fax) or online banking procedure has been agreed, any orders to make payments or transfers must be evidenced by your instruction in writing or other paper document, and an instruction to cancel a payment order must be evidenced in writing.
- 6.5. You should, however, contact us by the quickest means convenient for you if you wish to cancel a payment order. Please refer to Condition 17 for our normal time limits for cancelling a payment.
- 6.6. No instructions will be effective unless and until actually received by us.
- 6.7. You agree that we can leave on an answer-phone, voicemail, fax machine or with the person answering the telephone a message for you to contact us.
- 6.8. You agree that telephone calls between you and us may be recorded so that we have a record of your instructions. From time to time we will also monitor telephone calls for staff training purposes to enable us to maintain our service quality.

7. Working days and identification

- 7.1. We are open for business and transactions may be carried out on all working days.
- 7.2. Where a particular account requires you to maintain a minimum account balance, you must do so.
- 7.3. When you visit our branch or main office, and for your protection, we may need to ask you for identification, so please bring your passport and/or ID card with you.

8. Your account and your instructions

- 8.1. Your account must not be used for illegal purposes.
- 8.2. Where a particular account requires you to maintain a minimum balance, you must do so.
- 8.3. We reserve the right to refuse to accept an application to open an account with us.

9. Transaction information

- 9.1. We will send by post (or by any other method we have agreed with you) account statements showing your account balance and transactions as follows:
 - current accounts and overdrafts: monthly;
 - instant access accounts: quarterly;
 - notice accounts: at least annually;
 - fixed deposits: no statements but confirmations of balances on request.

If you use NBKONLINE you may also access such information by this means.

- 9.2. In the case of joint accounts, we will send one statement unless you tell us in writing that each party requires a separate statement.
- 9.3. Please check the completeness and accuracy of statements and inform us of any discrepancies.

9.4. We will supply additional copies of paper statements only on request. A charge will be made for supplying these as set out in our tariff of charges.

10. Joint accounts

10.1. If there is more than one party to the account (including a business account), the following provisions apply.

10.2. Each party must complete and sign a separate application to open the account. All parties must also sign a joint account mandate.

10.3. Each of you is responsible for complying with these Conditions. If any of you does not comply, we can take action against any or all of you jointly or separately. For example, we can take action to recover any overdrawn amount from any of you, even if you as an individual did not make the withdrawal or withdrawals that created the overdraft.

10.4. Unless joint signatures are required, any one of you can do the following without the permission or knowledge of the others:

- withdraw money;
- initiate or end a service;
- request statements, debit cards and/or other services.

10.5. We will not normally enquire about the purpose of any instruction or confirm instructions with the other account holders. However we have the right not to accept instructions from one account holder if we suspect that the withdrawal is against the interest of the other account holder(s).

10.6. We may give any information about your joint account to any one of you, although you can ask us to send you separate current account statements if you live at different addresses. A notice we send to one of you will count as notice to all of you, unless you have asked us to notify you each separately.

10.7. If you wish to take someone off the account or add another person to the account, or authorise someone else to operate the account, you must all provide us with a signed request to do so. If, however, you wish to close the account, we will accept instructions in accordance with the mandate. This means that if the account mandate authorises us to act on the instructions of just one account holder we will close the account if we receive instructions from just one account holder. Closure of any account will still be subject to any applicable notice period or fixed term arrangements.

10.8. When your account is closed we will pay or transfer money due to you in accordance with your instructions at that time.

10.9. If we become aware of a dispute between you, we may stop any of you using or disposing of the balance on the account individually until the dispute is settled.

10.10. If any of you dies, and subject to any claim which we or a third party may have on the estate of the deceased, we will continue to act on the instructions of the surviving account holders, including allowing them to make withdrawals. Except where the law requires otherwise, the right of survivorship applies to joint accounts held with us. This means the ownership of the account balance at the time one of you dies will pass to the surviving account holder(s).

11. Fixed Term Deposits

When you place a fixed term deposit with us you will be advised of the interest rate at that time. Funds on a fixed deposit are not available for withdrawal until the maturity date of the deposit, when the interest is also paid. If instructions are not received two working days prior to the maturity of the deposit, the principal and interest will be automatically re-deposited, at the prevailing rate of interest for a similar fixed term.

12. Notice Accounts

- 12.1. When you deposit in a notice account with us you will be advised of the interest rate at the time. You will need to give us notice in writing before you can withdraw some or all of your deposit. You will be informed of the notice period when you open the account with us. The notice period begins when we receive your written notice to withdraw.
- 12.2. We will accept notice by email for the purposes of calculating when notice was received, but you must follow this up with a written and signed notice which we must receive before the notice period expires.
- 12.3. When you give us notice to withdraw funds or to close your account we will credit the funds to your current account when the notice period expires.
- 12.4. We are under no obligation to allow you to withdraw funds before the relevant notice period has expired, even if you offer to forgo the interest you would have earned during the full notice period. If on a particular occasion we waive our right to insist on the full notice period, this does not mean that we have to waive our right on any other occasion.
- 12.5. Interest is paid monthly on Notice Accounts. This interest will be added to the balance of your Notice Account unless you have given us written instructions to pay it to your current account.

13. Overdrafts

- 13.1. Overdrafts are only available by prior arrangements with us. The amount of any borrowing is repayable on demand (that is, if we demand it). If you overdraw your account without prior arrangement you must immediately pay sufficient money into your account to put it into credit, taking account of any interest and charges you will have incurred. Similarly, if you exceed the limit of an overdraft facility you must immediately pay sufficient funds into your account to bring the account back within its overdraft limit.
- 13.2. If your account is overdrawn without you having an overdraft agreement with us or you exceed your agreed overdraft limit, we will charge our unarranged overdraft interest rate on the whole amount by which you are overdrawn (or on the amount which exceeds your agreed overdraft limit) until either it has been repaid or we have agreed the overdraft. The unarranged overdraft interest rate can be found in our Tariff which is on our website www.nbki.com.

14. Authorising a third party to operate your account

- 14.1. You may authorise someone else to operate your account by signing a third party mandate and/or a power of attorney.
- 14.2. For taxation and succession purposes such a third party will not be considered a beneficiary of the account.
- 14.3. We will not be responsible for the action (or failure to take action) of anyone authorised to operate your account if we have not been informed in writing, or otherwise had no reason to suspect, that they were acting contrary to your wishes, or if we have not been informed that you have withdrawn that third party's authority to act on your behalf.

15. Fraud awareness and reporting

You must let us know straight away if you become aware of, or suspect, any fraudulent activity concerning your accounts. You agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged fraud. You also agree to give us all the information you possess about the transaction(s) and to take all reasonable steps we deem necessary to assist with the recovery of any funds stolen by a fraudster.

16. Access to your money

16.1. Availability of funds

If you instruct us, we can make payments in any case where:

- your account has sufficient funds, or
- you have an approved overdraft facility sufficient to cover the payments, or
- you have another account with sufficient available funds.

We also have discretion to make a payment if we know that funds to be credited to your account have been received late in the day or are in the course of transmission or clearing. We will keep a written record of any circumstance where your approval is necessary before we make a payment.

16.2. Right to withhold payment or reject a credit in certain circumstances

You must co-operate with us if we have received instructions in relation to your account which were not given, or which we suspect were not given, by you.

We may refuse to carry out an instruction if:

- we doubt the authenticity of the instruction or do not consider it to be sufficiently clear; or
- we believe that acting on the instruction might put us in breach of any law, regulation, code or contractual obligation binding on us; or
- we have reasonable grounds for believing that your account or card has been or is likely to be misused, whether fraudulently or otherwise; or
- in our reasonable discretion any other valid reason applies.

16.3. Stale and post dated cheques

We may decline to accept cheques presented more than six months after the date they bear. We will contact you if we do this.

We will not be bound by you post-dating a cheque and we may pay it whenever it is presented.

16.4. *Timescales for payments*

We have set out in a separate document "Timescales for making and receiving payments", which is on our website, information about when payments sent to you will reach your account and when payments sent by you will reach the account of the recipient. This information includes the cut off times for making payments. It also covers the cheque clearing cycle which affects when a cheque you have paid in will be available for drawing.

The information covers national and international payments, whether in GBP or other currencies.

The timescales we set out are designed to meet the Payment Services Regulations, as amended from time to time.

We may change the information on our website from time to time without notice to you to reflect either (i) changes in payment systems or cut off times agreed between banks; or (ii) new legislation.

17. Payment procedures

17.1. *Making payments*

- 17.1.1. You will be responsible for the accuracy of your instructions. We will not take steps to ensure you have given us the correct details for the payee's bank account.
- 17.1.2. When we have your authorised instructions in the prescribed form we will carry out that transaction or service as agreed, unless prevented from doing so for legal or operational reasons outside our control or for any other valid reason.
- 17.1.3. We will inform you as quickly as possible and by any efficient method if we will not execute a payment order and, if it is lawful to do so, provide you with the reasons and (if relevant) what you need to do to correct the order. We may charge you a reasonable amount to cover the cost of the additional work involved in clarifying and executing the order.
- 17.1.4. If a transaction or service does not proceed we will return any money or assets in our possession relating to that transaction or service (plus interest where relevant) unless it is unlawful for us to do so.
- 17.1.5. You must use the transaction procedures and paperwork specified, otherwise we will have no liability for any loss or other adverse consequence which you incur, except where we ourselves are to blame.
- 17.1.6. We may place a maximum limit, for each transaction and/or the daily total, on card and NBKONLINE transactions, and we will advise you of this.
- 17.1.7. We will maintain accurate records of all instructions you give to us.

17.2. *Cancelling payments*

- 17.2.1. You may cancel a payment arranged for a specific day, or a direct debit, up to the day before it is due, but you may only cancel a payment later if we agree. It may not be possible to stop a direct debit if you cancel later than the previous day.
- 17.2.2. We require your written confirmation to cancel a payment, and may need to charge you for this.
- 17.2.3. You may ask us to stop payment of a cheque which you have issued, although we may be unable to prevent payment after the cheque has been presented. We cannot stop a banker's draft you have asked us to draw for you. We charge for stopping cheques.
- 17.2.4. We may stop a payment where there are reasonable grounds relating to security or suspected unauthorised or fraudulent use of an instrument such as a debit card, direct debit instruction or cheque. See also Condition 16.2.

17.3. *Debit cards*

Conditions relating to cards are set out in Condition 25.

17.4. *Returned cheques*

- 17.4.1. If a cheque paid into your account is returned unpaid the amount of the cheque will be deducted from your account. We may make a charge if this occurs.
- 17.4.2. If you make a withdrawal, a payment or a transfer against a cheque which is later returned unpaid, and deducting the amount of the unpaid cheque from your account makes your account go overdrawn, or results in the overdrawn balance exceeding an existing overdraft limit, we will treat this as an informal request for an overdraft (or for an increase in your existing overdraft limit).
- 17.4.3. We will charge you for any cheque which you draw, which we are unable to pay owing to lack of cleared funds at the time when presented.

18. Interest and exchange rates, charges and taxes

18.1. *Interest rates and charges for services*

- 18.1.1. When you open your account with us we will provide you with a schedule of the rates of interest payable on deposits and the tariff of charges for standard services. The current interest rates schedule and Tariff of charges, both of which are subject to change, are available on our website or from any of our branches.
- 18.1.2. We reserve the right to vary interest rates from time to time unless we have expressly agreed with you that your interest rate is fixed.

- 18.1.3. For credit interest (the interest we pay you on credit balances), we may increase the interest rate on the account at any time without notice but we will tell you about it within a reasonable time after the change has taken effect. If we decrease the interest we will tell you about it two months before the change comes into effect. If within two months' of us notifying you that the interest has decreased you have not contacted us to tell us that you do not accept the change you will be deemed to have accepted it. If you tell us that you do not agree to the change we will accept that as notice to terminate your account.
- 18.1.4. You agree that our cheque collection charge may be deducted before crediting your account with any cheque proceeds.
- 18.1.5. You accept that we will have no liability for, or any involvement with, a remitter (sender) of funds instructing their bank to deduct transaction charges from an amount paid to you.
- 18.1.6. Charges for non-account services will be negotiated and agreed individually and any changes will be notified to you in sufficient time for you to be able to cancel the arrangement if you do not wish to accept the charges quoted.
- 18.1.7. Loan and authorised (arranged) overdraft interest rates are negotiated and agreed individually. Unarranged overdrafts are charged interest at a standard higher rate, stated in the Tariff, which reflects the risk of non-recovery as well as the additional costs of monitoring the account and (where applicable) taking steps to recover the amount owed to us.

18.2. *How interest is computed and applied*

- 18.2.1. The annual interest rate for USD and EUR accounts is calculated on a 360 day year. For GBP and KWD accounts it is calculated on a 365 day year. For other currencies a year is either 360 or 365 days. If you ask us we can inform you which applies to your account.
- 18.2.2. Interest is charged on overdrawn accounts and paid on instant access, notice and fixed rate accounts. It is computed by applying the advised per annum rate to the daily cleared balance. For fixed term deposits interest is paid on maturity.
- 18.2.3. The cleared balance is the balance after all outstanding inward and outward payments have been processed through the interbank clearing system. Therefore your account balance may include uncleared items. If there is insufficient cleared money in your account we may not be able to make the payments you require.
- 18.2.4. Interest is applied to your accounts as follows:
- overdraft (debit) interest, at month end;
 - notice accounts (credit) interest, at month end;
 - instant access accounts (credit) interest, at calendar quarter end

If you close the account you will earn interest up to (and be paid on) the day when it is closed.

18.3. *Payments in other currencies*

Any payment in a currency for which you do not hold an account with us will be carried out by way of a spot foreign exchange transaction, followed by the remittance as a separate transaction.

The rates for spot and forward foreign exchange transactions on accounts are quoted ahead in each case and are not packaged with payment transactions. A record is retained of the exchange rate (which is geared to the market rate) and all transactions are processed promptly and simultaneously on the due date.

18.4. *Tiered interest rates*

For certain accounts, such as the Watani Super Account, the rate of credit interest paid depends on the account balance. These tiered rates are set out in the interest rates schedule which can be accessed on our website. We will not pay interest on an instant access account if the balance falls below the required minimum.

The minimum balance required, and the account tier levels, are subject to change, and up to date information is available on our website or from the branch at any time. The minimum balance condition does not prevent you from making payments while your account is in funds.

18.5. *Taxes*

We will not deduct UK income tax from the interest earned on any of your deposits. In certain circumstances you may be liable to UK tax which you will need to pay directly to HM Revenue and Customs. Please ask your tax adviser if you are unsure of your obligations.

18.6. *Other deductions from your account*

There may be circumstances in which we are required by law or regulation to pay from our own funds or other assets sums arising from a claim or claims by a government authority against you or your account. In these instances we may pay claim(s) and deduct an amount equal to such payment(s) and any associated costs incurred by us in connection with such payment(s) from your account. We will at the time we debit your account or accounts give you notice of the debit and why we have made it.

19. Other account management issues

19.1. *Financial difficulty*

If we have reason to believe that you are in financial difficulty, we will pay due regard to your interests and will treat you fairly and in accordance with our policy on the treatment of customers in arrears. This includes any circumstances where we propose to exercise our right of set-off (see Condition 19.2 below).

19.2. *Our right of set-off*

- 19.2.1. In the event that you are in breach of any material obligation relating to a credit facility extended by us to you, and such breach is likely to affect repayment, we may set off (debit) any credit balances in accounts held in your name against amounts which you owe to us.

19.2.2. At that time we will review your non-business account(s) and other relevant information in order to estimate any amount which you need to meet essential living expenses and will not claim set-off for that amount. Where you have informed us that you have certain Priority Debts and how much these are we will allow you to use any credit balance on your account(s) to clear such Priority Debts before we apply our right of set off. Furthermore, we will not set off any amount which we are aware is held by you for third parties. Pending us applying our right of set off we may freeze all or part of the credit balances in your accounts while we work out what your Priority Debts and essential living expenses are.

19.2.3. Where we have exercised our right of set-off we will notify you promptly of this, stating the date when the right was exercised and the amount debited from your account(s).

19.3. *If you die or are declared bankrupt*

If you die or are declared bankrupt we may still ask for any amounts owed on the account to be paid. If we do so, we will write to your personal representative or trustee in bankruptcy (or if you are a company or other corporate body, your liquidator or administrator), whichever is appropriate.

20. Liability

20.1. *General*

Whatever we do, or do not do, in order to comply with the relevant laws and regulations will not render us or any of our officers, directors, employees or agents liable to you, whether for breach of these Conditions, tort or otherwise.

20.2. *Payments and receipts*

20.2.1. We will have no liability to you for the consequences of errors, omissions or incompleteness in your payment orders or other instructions. This includes where a payment cannot be made, or is delayed while we seek the correct information from you. We are willing to make a reasonable effort to stop or recover any payment made on erroneous instructions, but we may charge you any costs incurred.

20.2.2. We do not undertake to check that your payment orders or other instructions are correct, or to verify that an IBAN or other identifiers for a beneficiary provided by you are correct.

20.2.3. We will have no liability for any failure in executing your payment orders, or in processing receipts for your account, if such failure is compelled by applicable law or regulations, or is the result of abnormal or unforeseeable circumstances outside our control and where (allowing for every reasonable effort on our part) the consequences could not have been anticipated or avoided.

20.2.4. If you claim that a payment or direct debit has not been authorised by you, we will take steps to investigate it immediately. If we disagree with you, we must prove that the payment was authenticated correctly.

20.2.5. Under the direct debit guarantee scheme, the payee must notify you in advance of any change in the amount to be paid or the payment date. If we or the payee make an error in the payment you can ask us for an immediate full refund, and you will then need to instruct us to make the correct payment.

20.2.6. If you claim that a payment or direct debit has not been executed or has been executed incorrectly, we will take steps to trace it immediately.

20.3. *Claiming refunds*

20.3.1. Please check your account statements promptly, and make sure that you notify us of any unauthorised payment or direct debit or failure in execution as soon as possible. After 13 months of the debit occurring you may lose the right to a refund. However, please take note that, under the UK Direct Debit Guarantee Scheme, for us to consider a refund in connection with a direct debit you must make the claim within eight weeks of the date when your account was debited.

20.3.2. Unless it is immediately apparent to us that we are not liable to refund to you a disputed debit transaction, we will refund it to you without delay. You must then cooperate with us while we try to establish the facts. This includes you supplying us with any documents or evidence we reasonably request.

20.3.3. Please refer to the NBKONLINE agreement and user guide for details relating to the following security features and your liability if you do not use such features properly or at all:

- login ID;
- login password;
- security question;
- transaction password.

20.4. *Liability for losses and refunds*

Condition 26 sets out who is liable for unauthorised and fraudulent transactions. In addition, we will not be liable to you for any loss you may suffer if we do not act on your instructions because we learn a bankruptcy petition has been issued against you, or because we learn that you have been declared bankrupt or because we cannot provide, or are delayed in providing, you with NBKONLINE, any banking or other services as a direct or indirect result of any abnormal and/or unforeseeable circumstances beyond our control, or if they arose because we have to comply with UK or European Union law. This includes, but is not limited to:

- industrial action;
- failure or fluctuation of power or telecommunications supplies;
- breakdown in third party hardware or other equipment or error in any software;
- any error or discrepancy in your instructions;
- any failure or delay in the supply of services to us by any third party.

21. **Complaints**

21.1. *Customer complaints*

If you want to make a complaint about our service (or the way any enquiry about the service has been handled) you may contact us either in writing at our business address or by telephone and we will be pleased to assist you. It would be helpful to address any complaint for the attention of your relationship manager.

We will look into the matter and hope to arrive at a mutually satisfactory outcome, but if the matter cannot be resolved promptly within three working days we will acknowledge your complaint in writing, and keep you informed about our progress in dealing with it.

We will send you either a final written response within eight weeks of the complaint or a written statement explaining the situation and why it is taking longer to resolve.

At that time we will, if you are a customer of our London operation, inform you that if you remain dissatisfied you may refer the matter to the Financial Ombudsman Service (FOS) within six months and we will also enclose the FOS explanatory leaflet.

We will be pleased to provide you with written details of our internal complaints handling procedures if you ask us for this.

21.2. *Financial Ombudsman Service ('FOS')*

If as a customer of our London operation, you are dissatisfied with the way in which we have dealt with your complaint, you can refer the matter to FOS, which exists to resolve disputes and award compensation where appropriate and is independent and provided free of charge.

You can contact FOS currently as follows:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

FOS website: <http://www.financial-ombudsman.org.uk>

FOS e-mail address: complaint.info@financial-ombudsman.org.uk

FOS Helpline available Monday to Friday 8 a.m. to 8 p.m., Saturday 9 a.m. to 1 p.m.:

- telephone in the UK: 0800 023 4567 (calls are normally free from a landline)
- telephone in the UK: 0300 123 9123 (calls charged as for mobile 01 and 02 nos.)
- telephone from overseas: + 44 20 7964 0500

FOS can provide information about its service in different languages.

Please note FOS can only investigate complaints for the following types of customers:

- individuals;
- any business which is a micro-enterprise i.e. one which employs no more than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million;
- a charity which has an annual income of no more than £1 million at the time it refers the complaint to us; or
- a trustee of a trust which has a net asset value of no more than £1 million at the time the complaint is referred.

22. Financial Services Compensation Scheme

- 22.1. Your eligible deposits with us are protected up to a specified limit per customer by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. This scheme will compensate customers in the event of us failing. Any deposits you hold above the limit are unlikely to be covered. If you hold more than one account with us, the balances will be aggregated when determining whether you have more than the specified limit on deposit. If you hold deposits in a joint account, each depositor is covered up to the specified limit, so for example a husband and wife with a joint deposit account, and with no other deposits with us, would between them have protection up to twice the specified limit.
- 22.2. Where a deposit is in a currency other than sterling (GBP) it will, for the purpose of calculating eligibility, be converted into sterling at the exchange rate applying at the time the Bank fails.
- 22.3. The specified limit can be changed from time to time by the regulators. We always show the current specified limit on our website. It will also be on the FSCS website.
- 22.4. Ineligible deposits are listed in the Exclusions List set out on our website. Please visit our website and click on the icon "Protecting your money". Then click for "further information".
- 22.5. You can also visit www.fscs.org.uk for further information.

23. Data Protection

- 23.1. You agree that we may use your Data for our NBKONLINE, for risk assessment, for behaviour and credit scoring and analysis generally.
- 23.2. If you ask, we agree to tell you, in accordance with applicable data protection legislation, what information we hold about you and provide a copy to you. There may be a charge for this, as permitted by law.
- 23.3. We will take care to ensure that information about you remains confidential and protected from access by third parties, except we may disclose your Data in the following circumstances:
 - to other companies in the National Bank of Kuwait Group or our agents;
 - for fraud prevention purposes;
 - to subcontractors or persons acting as our agents and under a duty of confidentiality to us;
 - to any person who may assume our rights under these Conditions;
 - if we have a right or duty to disclose or are compelled to do so by law, for example to comply with anti-money laundering or anti-bribery and corruption regulations;
 - to tax authorities in the United Kingdom and elsewhere if we are obliged by law to do so.
- 23.4. If you feel we hold inaccurate information on you please notify us immediately.
- 23.5. After your account is closed we will keep your Data on record for as long as we need to.

23.6. Our Information Commissioners Data Protection Register number is: Z6471287. For more information about this, refer to the website: www.ico.gov.uk

24. Financial crime: compliance requirements

24.1. We are obliged to take any reasonable action which we consider necessary in order to comply with mandatory international and domestic compliance standards.

24.2. We are required under anti-money laundering regulations to verify the identity of potential account holders and authorised persons when opening an account. You will not be allowed to operate your account until all the money laundering checks have been completed.

24.3. We may also need to hold up payments, or ask you for:

- additional details of the source or the recipient of funds;
- the underlying reason for a payment;
- information concerning your tax status.

24.4. Where lawful, we will inform you of any action taken or required, with the reasons for this and the expected time to clear any pending transactions.

24.5. We or our clearing agent may carry out Financial Crime Risk Management Activity. This may result in delays in processing your instructions to make a payment or it may mean the instructions not being carried out at all. Neither we nor our clearing agent will be responsible to you or any third party for any loss incurred as a result of such delay or refusal to carry out your instructions.

25. Debit cards

25.1. *Use of your card*

25.1.1. You must ensure that you comply with any instructions we may give you about the use and safekeeping of cards.

25.1.2. When a card transaction is in a foreign currency, the amount of the transaction will be converted into the currency in which the account is held using an exchange rate determined by VISA plus an adjustment to incorporate our currency conversion fee specified in our Tariff of Charges. The resulting rate is our reference rate. The reference rate applied will be that applicable on the day the exchange takes place, which may be after the day the card transaction took place. Amounts due to us must be settled in the currency in which your account is held.

25.1.3. Subject to Condition 26, you will be liable for all card transactions and charges debited to the account.

25.1.4. If the card expires or is lost or stolen, the provision of a new card will be at our sole discretion.

25.1.5. When quoting your card number over the internet, you should exercise reasonable care to ensure the integrity of the site and that your card number will not be subject to a continuous debiting authority if this is not required.

25.1.6. Subject to Condition 16.1 you may use your card to draw cash from any ATM displaying the VISA symbol world-wide. Withdrawal will be subject to a maximum daily amount to protect you and us against fraud.

- 25.1.7. We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from an ATM. You may also be asked by a retailer or other supplier to insert your PIN into a secure PIN pad when you pay in person for goods and services with your card. Once you have entered your PIN you have given us consent to debit your account.
- 25.1.8. Once made you cannot stop a card payment, but a retailer or supplier may make a refund. We will credit your account when we receive any such refund. We cannot be responsible for any delay in you receiving the refund and no claim by you against a third party can be the subject of a claim against us.
- 25.1.9. We reserve the right to prevent your card from being used in certain countries if, at our discretion, we believe this is necessary to reduce fraud or for any other valid reason. You should contact us prior to travelling abroad to check whether there are any restrictions on the use of your card in the country or countries you are intending to visit.
- 25.2. *Safeguarding the card and PIN*
- 25.2.1. You must sign your card as soon as you receive it.
- 25.2.2. You must take all reasonable steps to keep the card and all security details safe at all times. This includes taking care that no one hears or sees your security details when you use them.
- 25.2.3. When entering your PIN you must take all reasonable precautions to prevent fraudulent use. These include:
- shielding the key pad at self-service machines or the secure PIN pad at premises of retailers or other suppliers when entering your PIN and undertaking transactions;
 - changing your PIN as soon as you can after receiving the PIN advice. When you change your PIN, do not create PINs that are easy to guess e.g. 1234, 4444 or your date of birth. The PIN should be unique to your account with us;
 - complying with all reasonable instructions we issue regarding keeping your PIN safe.
- 25.2.4. You must never write the PIN on the card or on anything else kept with the card. If you write it down elsewhere, you must disguise it so that it is not recognisable. Failure to comply with this Condition will be regarded as you being grossly negligent.
- 25.2.5. You may only disclose the card number for the purposes of making a card transaction or when reporting the loss or theft of the card or when we authorise disclosure. We recommend that you register your card with Verified by Visa before using your card to pay for goods or services through the internet or other electronic media. We strongly recommend that you use Secure Payment Sites when purchasing through the internet.
- 25.2.6. You must dispose of any card receipts safely, for example by shredding them. You should also shred any PIN advice we send you as soon as you have committed the PIN to memory and/or recorded it in a secure way (see Condition 25.2.4 above).

- 25.2.7. You must report to us any lost or stolen card without undue delay once you become aware of any misuse of your card or card details. The telephone number for reporting lost and stolen cards is set out in 25.8.1. Once you contact us we will provide you with confirmation of the date we received your report of the lost, stolen or misused card.
- 25.2.8. If you opt into the service and supply us with your mobile phone number we will send automated text message alerts to your mobile phone for all card transactions over GBP 50.00. If you do not recognise the transaction you must notify us without undue delay (see 25.8.1 for the telephone number to use). If you do not do this we will not be liable for any fraudulent transactions on the account which occurred after you ought to have notified us of your suspicions or concerns.
- 25.3. *Card transactions*
- 25.3.1. Once the card has been used for a card transaction, the transaction cannot be stopped.
- 25.3.2. If the card is used to withdraw cash from an ATM operated by another bank, there may be a handling charge.
- 25.3.3. We may be requested to authorise a purchase or other payment you make with your card before it can be completed. If we do, your account balance will be reduced by the amount authorised.
- 25.3.4. You authorise us to debit your account on each Working Day with the amount of all card transactions processed on previous Working Days. Card transactions in Sterling or in Euros will normally be debited to your account within 3 Working Days of the transaction taking place; card transactions in other currencies may take longer. All card transactions, once debited, will be shown on your bank statement. As soon as you make the card transaction the funds are reserved on your account which can affect the balance available to you even before the card transaction has been debited to your account.
- 25.4. *Charges*
- 25.4.1. We apply charges for the following:
- conversion of foreign currency into the currency in which your account is held when you use the card to obtain foreign currency or obtain goods or services in a foreign currency. In these circumstances we use the reference rate that applies on the day we are advised of the withdrawal or purchase (see Condition 25.1.2 for definition of the reference rate). This may be some time after you withdraw the cash or make the purchase;
 - other services we provide, such as those set out in our Tariff of Charges or those charges we advise you of before we carry out a transaction on your account.
- 25.4.2. We can change any of our charges in accordance with Condition 28.
- 25.5. *Cards on joint accounts*
- 25.5.1. We cannot issue a card on a joint account if more than one person needs to authorise card transactions.

25.5.2. If we have issued a card or cards on an account for which any of you can authorise card transactions and you now wish to change that account so that more than one person needs to give us instructions, we reserve the right to cancel the card and not allow any card transactions.

25.6. *Refusal to authorise card transactions and cancellation of the card*

25.6.1. If we consider it necessary we may, without notice, refuse to authorise card transactions for reasons set out in these Conditions (for example Conditions 16, 24 or 25.6.2). If we exercise any of our rights under this Condition we will, unless the law prevents us from doing so, notify you within 3 Working Days of the refusal.

25.6.2. We may stop and cancel your card if we have reasonable grounds relating to:

- the security of your card; or
- suspected unauthorised or fraudulent use of the card.

25.6.3. We will, unless the provision of such information would be unlawful or compromise our reasonable security measures, inform you in advance of the stopping and cancellation of your card and give you reasons for us doing so. Where we are unable to inform you in advance, we will contact you immediately afterwards.

25.6.4. If a request for authorisation is declined or if a card is not accepted in payment we are not responsible for any loss or damage resulting from the card transaction not proceeding or from the way in which the decision is communicated to you.

25.7. *Renewal and termination of the card*

You may end your use of the card at any time by giving us notice by telephone or in writing and destroying the card(s) by cutting them in half through the magnetic stripe and chip. We may re-issue or renew cards from time to time unless you have given us notice under Condition 27.1.

25.8. *Loss or misuse of the card*

25.8.1. If a card is lost, stolen or for any reason likely to be misused, or if the PIN is disclosed in breach of these Conditions, or if your card is still in your possession but you are aware that there are transactions which have occurred without your authority, you must telephone us without undue delay on +44 20 7935 0876 (this number will be answered at any time of the day or night). Where you so require we will provide confirmation that you notified us of the loss, theft or misuse of the card.

25.8.2. If you have a joint account and each account holder has a card, and only one card is reported as stolen or compromised, any other card issued in connection with your account will continue to operate. For this reason, if all the cards issued on your account have been stolen or are otherwise compromised it will be necessary for you to notify us in respect of each card.

- 25.8.3. We will accept immediate notification of the loss or theft of your card from any recognised bureau acting for you, from VISA or from any VISA member. If we are notified in this way you do not need to telephone us. If you claim that your account has been debited with card transactions which you allege were fraudulent we may report such alleged fraud to the Police. You agree to give us all the information you possess about the loss, theft, fraud, misuse of the card or the disclosure of the PIN and to take all steps we deem necessary to assist with the recovery of the card. We may in some circumstances provide you with a referral letter to take to the Police to report a crime related incident.
- 25.8.4. You agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged fraud.
- 25.8.5. If you have reported a card as lost or stolen and you later find it you must not use it.
- 25.8.6. See Condition 26 for who is liable for fraud and misuse of the card.

25.9. *Ownership of the card*

The card remains our property at all times, and must be returned to us immediately if we ask for it.

25.10. *Regular payments*

It is possible to set up regular debits to your card. Such arrangements are made with the payee when you authorise the initial debit. These debits will then be made at regular intervals and without further reference to you until you ask the payee to cancel such payments. You can, however, request us to cancel such payments and we will do so, but be aware that this may put you in breach of an agreement you have with the payee.

25.11. *Cards with a contactless function*

We may issue cards with a contactless function which can be used at retailers who accept contactless card payments (payments which do not require a PIN to be entered to authorise the transaction). Contactless transactions will be subject to a maximum limit which we will tell you of when we send you your contactless card. This limit can change from time to time.

26. Fraudulent payments on your account

Responsibility for unauthorised or fraudulent payments on your account

(i)	You act fraudulently.	You are responsible.
(ii)	You let another person use your card, security devices or your security details or your account.	You are responsible.
(iii)	You intentionally or with gross negligence do not use your card or NBKONLINE in accordance with these Conditions.	You are responsible.

(iv)	You do not keep your card, your security devices or your security details safe.	You are responsible (but only up to £50 in respect of your card). If your account is held in another currency, the equivalent of £50 is the applicable limit.
(v)	You intentionally or with gross negligence do not notify us as soon as possible of the loss or theft of your card, security devices or security details, or if you suspect someone has tried to use any of them.	You are responsible.
(vi)	If someone else uses your card and/or card details before you received them.	We are responsible unless you have acted fraudulently or with gross negligence.
(vii)	If your card or card details have been used by someone else to purchase goods via the telephone, internet or mail order.	We are responsible unless you have acted fraudulently (but see (ii) above in this table).
(viii)	Transactions on your account after you have told us that your security device or security details have been lost or stolen. Once you have received a new card or security device or have re-set your security details, liability for subsequent losses reverts to what it was before the initial loss or theft.	We are responsible unless you have acted fraudulently.
(ix)	If we have not provided the facilities for you to tell us that your card, security device or security details have been lost or stolen.	We are responsible unless you have acted fraudulently.
(x)	You have provided us with incorrect payment details.	You are responsible.

The above table refers to instances where you have acted with gross negligence. Some instances of gross negligence by you would include:

- failing to follow the steps about safeguarding the card and PIN set out in Condition 25.2;
- failing to notify us of a change of address and this leads to the card and/or security details being sent to the wrong address;
- failing to notify us (or only notifying us after an undue delay) that your card has been lost or stolen or that your security details have been, or may have been, compromised.

27. Closure or termination of your account

27.1. Your right to close your account

You may at any time give us written notice that you wish to close your account, provided the account is in credit or has a nil balance. If the account is a joint account we will accept instructions in accordance with the most recent signing

instructions we have accepted. If you have a debit balance on your account you cannot close it until you have repaid all sums due to us on that account.

If you want to close your account because you do not wish to accept an advised change in these Conditions or in our Tariff you must do so (and also confirm this by writing to our business address) within two months of the changes being posted in order to avoid being deemed to have accepted the change(s).

Please note that notice to close an account will not affect:

- accrued interest earned or incurred up to the date of closure;
- instructions irrevocably committed to;
- any engagements entered into as agent on your behalf;
- debits or credits on any account, whether posted or pending;
- foreign exchange or travellers cheque transactions entered into;
- charges already agreed or incurred for any non account services.

Please also note that notice to close a fixed term account will not take effect until the fixed term finishes. Closure of a notice account cannot take place until you have given us the required period of notice and that period has passed.

Accrued interest and account debits and credits are those amounts which are computed and applied correctly in accordance with these Conditions. Where this is relevant, debit or credit interest will be payable up to the date of closure.

27.2. When you open a notice account with us you are entitled to a cancellation period of 14 days. This means that you can tell us within 14 days of the account opening that you do not want it and you will be able to withdraw your funds immediately and without any penalty. You will still receive interest for the period during which the account was open.

27.3. *Termination by us*

If we wish to terminate our banking relationship with you or close your account, we will give you at least two months' notice unless there are special circumstances, such as we suspect you have committed or attempted fraud.

By the time such notice expires, all outstanding business must be concluded and settled and you must inform the originator (payee) of any direct debits set up on your account that such direct debit payments will cease.

28. Variation of these Conditions

28.1. We may vary these Conditions and any of our fees and charges set out in our Tariff.

28.2. These are the reasons why we may vary these Conditions, interest rates and or charges:

- to meet legal, financial and regulatory requirements;
- to take account of any corporate reorganisation in the National Bank of Kuwait Group;
- to reflect a change in market conditions or the overall cost of providing our products or services (or both) to you;
- to reflect a change in technology or to cover a development change in our products or services;

- to make them clearer;
- if we reasonably believe there is any other valid reason to make a change.

- 28.3. If the variation is clearly to your advantage we may make it immediately and without giving you notice.
- 28.4. Unless Condition 28.3 applies all proposed changes will be advised by means of writing to you at least two months before the date when they are to take effect.
- 28.5. If you do not accept any advised change and wish to close your account, you may do this immediately by notifying us in writing. In any event you should do so before the change takes effect. This does not permit you to terminate a fixed term deposit early.

29. Assignment

- 29.1. We may assign our rights under these Conditions and the obligations set out herein to a suitable third party. In such circumstances your rights under these Conditions will be preserved and will only be amended if you agree.
- 29.2. You do not have the right to assign your rights or obligations under these Conditions to any other person, or to create a charge over any account held with us, without our written permission.

30. General matters

- 30.1. Any banking terms and conditions implied by law will also apply to our relationship with you unless, where the law so permits, implied terms and conditions have been varied by these Conditions.
- 30.2. In these Conditions the masculine includes the feminine and the singular includes the plural and vice versa.
- 30.3. Headings in these Conditions are for convenience only and will not affect the interpretation of these Conditions.
- 30.4. Failure by us to enforce any Condition does not amount to any waiver of our rights.
- 30.5. If any provision of these Conditions becomes invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions will not in any way be affected.
- 30.6. Any reference in these Conditions to any statute, regulation or other legislation will include any legislation that amends, supersedes or replaces it.
- 30.7. These Conditions and any communication with you about any of the services referred to in these Conditions will be in English. If we choose to provide you with a version of these Conditions in any other language this will be done to assist you, but in the event of any dispute between us which turns on the interpretation of these Conditions, the version to be interpreted will be the English version.
- 30.8. You have a right at any time while these Conditions apply to you to obtain copies of these Conditions and all other documents that form part of our agreement with you.

31. Applicable law and court jurisdiction

These Conditions will be governed by the laws of England and Wales. You and we agree to submit to the non-exclusive jurisdiction of the English courts. You agree to us conducting debt recovery and other proceedings in any jurisdiction in which you may be resident from time to time.