

GENERAL TERMS AND CONDITIONS FOR PERSONAL ACCOUNTS

Effective SEPTEMBER 15, 2020

YOU MUST READ THESE GENERAL TERMS AND CONDITIONS
CAREFULLY AND IN FULL

CONTENTS

- [1](#) Information about HBL Bank UK Limited
- [2](#) General Terms and Conditions for Personal Accounts
- [3](#) Definitions
- [4](#) Contacting Each Other
- [5](#) Keeping the Bank Informed
- [6](#) Opening a Personal Account
- [7](#) Information about You
- [8](#) Joint Personal Accounts
- [9](#) Giving Instructions
- [10](#) Minimum Balance
- [11](#) Payments into your Personal Account
- [12](#) Payments out of your Personal Account
- [13](#) Delay or Refusal of Payments
- [14](#) Responsibilities for Payments
- [15](#) Foreign Payments
- [16](#) Interest
- [17](#) Cut-Off Times
- [18](#) Cancellation of Payments
- [19](#) Charges
- [20](#) Statements
- [21](#) Security
- [22](#) Internet Banking Security
- [23](#) Your Information
- [24](#) Converting your Personal Account
- [25](#) Closing or Cancelling your Personal Account
- [26](#) Dormant Personal Accounts
- [27](#) Limitations to the Bank's Liability
- [28](#) Notices
- [29](#) Set-off
- [30](#) Immigration Status
- [31](#) Banking Hours
- [32](#) Blocking Your Personal Account
- [33](#) Assignment
- [34](#) Resolving Complaints
- [35](#) Waiver
- [36](#) Third Party Rights
- [37](#) Governing Law and Jurisdiction

1 INFORMATION ABOUT HBL BANK UK LIMITED

- [1.1](#) HBL Bank UK Limited, trading as HBL Bank UK, is a company incorporated and registered in England with company registration number 01719649. Its registered address and principal place of business are at 9 Portman Street, London, W1H 6DZ (the Bank).
- [1.2](#) The Bank is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. The Bank's firm reference number is FRN 188585.

2 GENERAL TERMS AND CONDITIONS FOR PERSONAL ACCOUNTS

- [2.1](#) These General Terms and Conditions for Personal Accounts (the General Terms and Conditions for Personal Accounts) contain important information, which you must read carefully.
- [2.2](#) These General Terms and Conditions for Personal Accounts set out the obligations the Bank has to you, as a customer, and the obligations and responsibilities you have to the Bank.
- [2.3](#) These General Terms and Conditions for Personal Accounts apply to bank accounts that may be denominated in Pound Sterling, US Dollar or Euro (as applicable) and are opened or operated by individual customers with the Bank in the United Kingdom (the Personal Account) and banking related services the Bank provides in the United Kingdom in connection with those Personal Accounts.
- [2.4](#) These General Terms and Conditions for Personal Accounts include the following:
 - [2.4.1](#) all interest rates that apply to the Bank's products and/or services from time to time (as described in the Schedule of Charges for Personal Accounts);
 - [2.4.2](#) all charges and other information that apply to the Bank's products and/or services from time to time (as described in the Schedule of Charges);
 - [2.4.3](#) the application form or forms you have signed, including any relevant account opening documentation and/or any relevant account mandate;
 - [2.4.4](#) any Specific Terms and Conditions (as applicable); and
 - [2.4.5](#) any other terms that the Bank provides you with from time to time (as applicable).
- [2.5](#) A copy of these General Terms and Conditions for Personal Accounts (as updated) is available on request at any of the Bank's Branches and at the Bank's Website.
- [2.6](#) Copies of the Schedule of Charges for Personal Accounts and/or any Specific Terms and Conditions (as applicable) have been provided to you and are also available on the Bank's Website and at any of the Bank's Branches.
- [2.7](#) For the avoidance of doubt, these General Terms and Conditions for Personal Accounts opened with the Bank by an individual or two or more individuals together, and do not apply to any of the following: loans, investments, foreign exchange contracts or any banking services for business or corporate customers.
- [2.8](#) You may be provided with a Specific Terms and Conditions that relate to particular products and services which you may have with the Bank and/or which are not covered by these General Terms and Conditions for Personal Accounts.
- [2.9](#) Where there is a conflict between these General Terms and Conditions for Personal Accounts and any Specific Terms and Conditions, those Specific Terms and Conditions shall apply.

3 DEFINITIONS

- [3.1](#) In these General Terms and Conditions for Personal Accounts:

Applicable Law means applicable laws, rules and regulations of any country, including (without limitation) orders, directives, announcements, decisions, procedures, terms, other requirements and/or customs made, given or issued by, or published under the authority of any government or legislative authority, regulatory body or codes of practice with which it is customary to comply, all as amended, supplemented or replaced from time to time;

- 3.2** **Bank** means HBL Bank UK Limited, trading as HBL Bank UK, whose details are set out in clause 1 in these General Terms and Conditions for Personal Accounts;
- 3.3** **Bank's Privacy Policy** means the Bank's privacy policy from time to time, details of which have been provided to you and are also available on request at the Bank's Branches or set out on the Website;
- 3.4** **Branch(es)** means each and any branch of the Bank in the United Kingdom;
- 3.5** **Business Day** means Monday to Friday except if such day falls on a day which is a public holiday in England (in the case of the Bank's Branches in England) or Scotland (in the case of the Bank's Branch(es) in Scotland);
- 3.6** **Calendar Day** means any day of the week, including Saturday and Sunday;
- 3.7** **Customer Contact Centre** means the Bank's contact centre that can be reached calling at 0344 8094258 (for calls from the United Kingdom) or 0044 20 7780 1000 (for calls from outside the United Kingdom);
- 3.8** **Direct Debit Guarantee** means a direct debit guarantee scheme that may apply to direct debit Payment Order(s) in the United Kingdom from time to time, and the details of which have been provided to you on the relevant direct debit form or direct debit confirmation;
- 3.9** **Exchange Rate(s)** means the Bank's exchange rate for any applicable currencies from time to time, details of which are available on request at the Bank's Branches and set out on the Website;
- 3.10** **Financial Associate** means someone living at the same address as you with whom you have a personal relationship and manage your finances jointly in a similar way to a spouse or life partner;
- 3.11** **FSCS** the Financial Services Compensation Scheme as described in more detail in clause 36.4;
- 3.12** **FOS** the Financial Ombudsman Service as described in more detail defined in clause 36.2;
- 3.13** **General Terms and Conditions for Personal Accounts** means these General Terms and Conditions for Personal Accounts for Personal Accounts available to the Bank's customers, including (without limitation) those documents referred to in clause 2.4;
- 3.14** **Habib Bank Group** means Habib Bank Limited (incorporated in Pakistan) and of its subsidiaries (including HBL Bank UK);
- 3.15** **Interest Rates** means the interest rates that apply to Bank's products or services from time to time, details of which are available on request at the Bank's Branches and are set out on the Website;
- 3.16** **Joint Account Holders** means where two or more people are named of as the holders of the same Personal Account;
- 3.17** **Payment Order** means an instruction given by you or authorised by you to make a payment from your Personal Account (for example, by direct debit, standing order, cheque or direct transfer, or other payment instruction or withdrawal of funds (including cash);
- 3.18** **Personal Account has the meaning given in clause 2.2;**
- 3.19** **Personal Information** means information about you that the Bank has received from you or your Financial Associate including but not limited to:
- (a) information provided in applications (for example, name, address, date and place of birth, etc.), emails and letters, during telephone calls and conversations in branch, when registering for services, in customer surveys, through websites and during financial reviews and interviews;

- (b) from analysis (for example, the amount, frequency, location, origin and recipient) of your payments and other transactions, and your use of services and what the Bank know from operating your accounts; and
- (c) information the Bank receives from organisations such as credit reference agencies and fraud prevention agencies;

- 3.20** **Recipient** means the person receiving the money being paid (this may be another person or it may be you if you are sending a Payment Order to another account that you have or if you are withdrawing cash);
- 3.21** **Security Details** has the meaning given in clause 23.1;
- 3.22** **Schedule of Charges for Personal Accounts** means the separate document, which sets out the Bank's fees and charges from time to time. The current Schedule of Charges for Personal Accounts is displayed in the Bank's Branches, on the Website and is available on request;
- 3.23** **Specific Terms and Conditions** means the product and/or service terms and conditions relating to a Personal Account opened or operated by you from time to time, as made available to you at the time of opening a Personal Account (and as updated and displayed on the Bank's Website from time to time);
- 3.24** **US Person** means a) a company incorporated in the United States of America; or b) an individual with (i) US citizenship, (ii) Green Card status, (iii) US birthplace, (iv) US residence or correspondence; or c) where there are standing instructions to transfer funds to an account maintained in the US or directions are regularly received from a US address; or d) where a power of attorney has been granted to a person with a US address;
- 3.25** **Website** means the Bank's website from time to time which can be accessed at www.hblbankuk.com; and
- 3.26** **you** and **your** means the Personal Account holder(s) set out in a separate account opening form you provide to the Bank covering your personal accounts (or any of them) with the Bank (and in the case of Joint Account Holders means each, both, or all of you).

4 CONTACTING EACH OTHER

- 4.1** The Bank may contact you by post, telephone or email by using the latest postal address or telephone number(s) or email address that you have given to the Bank.
- 4.2** You agree that the Bank may use any contact details you have provided to the Bank, including your postal address, telephone number(s) (including your mobile telephone numbers) and email address to contact you for service or operational reasons. These may include, among other things, informing you about any changes to these General Terms and Conditions for Personal Accounts.
- 4.3** You may contact the Bank by post or by visiting a Branch or by calling the Bank's Customer Contact Centre at 0344 8094258 (for calls from the United Kingdom) or +44 20 7780 1000 (for calls from outside the United Kingdom).
- 4.4** You must ensure that the contact details you provide to the Bank are accurate and that you notify the Bank promptly of any changes, including to your email address, telephone number(s) and/or postal address. If you would prefer the Bank do not contact you for service or operational reasons by email or mobile message, please let the Bank know. Whilst the Bank will try to use your preferred channels wherever possible, you may continue to receive important service messages via these channels, for example, when the Bank needs to contact you urgently.
- 4.5** Please refer to clause 30 (Notices) below for further details on how the Bank may give notice to you and how you may give notice to the Bank.
- 4.6** The language the Bank will use in the Bank's communications is to be English.

5 KEEPING THE BANK INFORMED

- [5.1](#) You must keep the Bank informed if there are any changes to your situation or contact or other details or any other important changes or events that are relevant to the Bank. Examples of the information you must keep up to date, and must provide to the Bank include, without limitation:
- [5.1.1](#) change in name;
 - [5.1.2](#) change in postal or residential address (including if you relocate overseas);
 - [5.1.3](#) changes of phone numbers (including any mobile numbers) or email address or other contact information
 - [5.1.4](#) if you are or you may become involved in any material litigation or in any bankruptcy process;
 - [5.1.5](#) if at any time you are unable to meet your liabilities as they fall due;
 - [5.1.6](#) if you become a US Person: and
 - [5.1.7](#) any other information that the Bank might reasonably be expected to be informed about when providing you with banking services;
if you do not keep these details up to date, your eligibility for your Personal Account(s), or any other products or services with the Bank may be affected.

6 OPENING A PERSONAL ACCOUNT

- [6.1](#) Personal Account can be opened by individuals [that are 18 years of age or older].
- [6.2](#) The application form for the Personal Account contains the eligibility criteria for opening a Personal Account. You must read the application form carefully to ensure that you are eligible.
- [6.3](#) All account opening documentation, specimen signatures and any other documents required by the Bank must be completed and signed by you in the presence of one or more of the Bank's officers.
- [6.4](#) Your agreement between the Bank relating to the Personal Account is made up of these General Terms and Conditions, including (without limitation) all documents listed in clause 2.4 above. Please see clause 16.8 (Interest) and clause 19.2 (Charges) below for details of when the Bank may make changes to this agreement.
- [6.5](#) You may hold more than one Personal Account with the Bank and these General Terms and Conditions for Personal Accounts shall apply to every Personal Account held with the Bank unless the Bank notifies otherwise.
- [6.6](#) The Bank reserves the right, in its sole discretion, to decline your application form to open a Personal Account with the Bank in the event the Bank is not satisfied with the information provided by you. The Bank may or may not give the reasons for such refusal.

7 INFORMATION ABOUT YOU

- [7.1](#) To open a Personal Account with the Bank you must complete such documentation as the Bank may require.
- [7.2](#) When you apply to open a Personal Account with the Bank, the Bank is required to obtain sufficient information about you to enable the Bank to satisfy the Bank's legal obligations and for the protection of you, the public and the Bank against any fraud or misuse of the banking system. You must provide the Bank with accurate and up to date information and you must inform the Bank immediately if there has been any

change or variation to such information.

- [7.3](#) In some instances, the Bank may request that you provide the Bank with further information or documents or that you visit your local Branch. From time to time, the Bank may review and require you to update the proof of identity and address the Bank holds for you, or make any other enquiries as the Bank considers necessary.
- [7.4](#) When you apply for a Personal Account or any banking services with the Bank the Bank may:
- [7.4.1](#) review the Bank's own records and systems, including (without limitation) any information the Bank holds about any other accounts (including any business accounts) held by you;
- [7.4.2](#) request your details (such as your full name, residential or postal addresses, date of birth and details and/or copies of your identification documents);
- [7.4.3](#) request searches from any credit reference agencies or fraud prevention agencies, which may include (without limitation) any publicly available information about you or your personal credit behaviour, information about the way you have handled any borrowings; and information about your business and business accounts (if applicable); and this information may be passed onto external organisations, which may assess and inform the Bank whether all or some information you provided matches their records.
- [7.5](#) The Bank may send any information you give the Bank as part of your application process to credit reference agencies or fraud prevention agencies. Such agencies may record the information the Bank give them about you or your application.
- [7.6](#) If false or inaccurate information is provided or fraud is suspected or identified, the Bank will record this. The Bank may also pass any records or information to the fraud prevention agencies and other organisations involved in crime and fraud prevention where it may be accessed by law enforcement agencies. The information recorded by fraud prevention agencies may be accessed and used by organisations in the United Kingdom or in any other countries.
- [7.7](#) The Bank will not open a Personal Account if you do not satisfy the Bank's requirements in relation to establishing your identity and source of funds under relevant anti-money laundering legislation or any other legislation in effect from time to time.

8 JOINT PERSONAL ACCOUNTS

- [8.1](#) Where a Personal Account is held in the name of more than one person (Joint Account Holders) then (unless the Bank has agreed in writing otherwise):
- [8.1.1](#) each and all of you is separately responsible for complying with these General Terms and Conditions for Personal Accounts;
- [8.1.2](#) each and all of you is jointly and severally liable for any money owed to the Bank (this means that the Bank has the right to demand repayment of the full amount owed to the Bank from either, all, or any of you); and
- [8.1.3](#) if one of the Joint Account Holders dies:
- the surviving Joint Account Holder(s) may continue to operate your Personal Account (unless the Bank, at its absolute discretion, decides otherwise);
 - where there is more than one surviving Joint Account Holder, the provisions of this clause 8 will continue to apply to your Personal Account;
 - the Personal Account (and all balances held in the Joint Account Holder) will belong to the surviving account holder(s);
 - if your Personal Account is overdrawn, the deceased Joint Account Holder's estate will remain jointly and severally liable (with the surviving Joint Account Holder(s)) for the overdraft balance and all accruing interest (whether before or after the death);
 - the Bank may act on the instructions of the surviving Joint Account Holder(s) as if the surviving Joint Account Holder(s) are the only account holder(s) (unless specified otherwise in the accountant opening form or bank mandate for the relevant Personal Account).

- 8.2 Where a Personal Account is held by Joint Account Holders then, unless the Bank has agreed otherwise, the following conditions apply:
- 8.2.1 unless specified otherwise in the account opening form or bank mandate for the relevant Personal Account, either or any Joint Account Holder can independently give the Bank instructions in relation to your Personal Account and any instructions given by one or more of you will be binding on each and all Joint Account Holders;
- 8.2.2 if there is a dispute between you the Bank may require any instructions given to the Bank to be authorised by all Joint Account Holders before the Bank accepts those instructions;
- 8.2.3 the Bank may contact any one of you (you can tell the Bank the name of your contact person, but if you do not do so, the Bank may contact the first person listed on the Bank's records) and a person contacted or given notice by the Bank shall be responsible for sharing any information or notice with all other Joint Account Holders (who will be deemed to have received the notice given by the Bank, even if the Joint Account Holder receiving the notice fails to communicate it to the other Joint Account Holder(s)).

9 GIVING INSTRUCTIONS

- 9.1 The Bank may refuse to accept your instructions where those instructions are not given in accordance with the relevant account mandate.
- 9.2 You can give the Bank instructions either:
- 9.2.1 in person by visiting a Branch (where the Bank may ask you for proof of identity, such as a passport);
- 9.2.2 in writing; or
- 9.2.3 by telephone, post or email if you have completed the Bank's standard form of indemnity (which has been accepted by the Bank) and your instructions are in accordance with the relevant account mandate.
- 9.3 Any instructions given by you may be subject to the Bank's verification and security procedures, and you agree and understand that if the Bank is unable to verify your instructions to its reasonable satisfaction, any Payment Orders you may give the Bank may be delayed or not processed at all.
- 9.4 You can give the Bank instructions and access information about your Personal Account by contacting the Bank's Customer Contact Centre, or once you have registered, by using the Bank's online banking service.
- 9.5 The Bank may refuse to act or delay acting on any of your instructions (without being required to give you notice of or reasons for its refusal or delay) if:
- 9.5.1 the Bank believes or suspects (in the Bank's sole discretion) that the instructions were not (or may not have been) given or authorised by you (for example, if the signatures do not appear to match the records held by the Bank, or where the instructions were not received from the email address provided by you; etc);
- 9.5.2 the Bank is unable to confirm your instructions are given in accordance with the requirements of your account mandate;
- 9.5.3 your instructions are not clear, complete or accurate;
- 9.5.4 you do not have the necessary cleared funds;
- 9.5.5 any of the documents required from you have not been provided to the Bank's satisfaction;
- 9.5.6 any due diligence and/or anti-money laundering documentation required by the Bank has/have not been provided or to the Bank's satisfaction; or
- 9.5.7 there is a reason to believe (in the Bank's sole discretion) that your instructions may not be in accordance with Applicable Law.

- [9.6](#) The Bank may freeze your Personal Account (without any liability to you or requirement to give you notice) and seek consent from the National Crime Agency (or any successor body) for the Bank to continue to operate your account if the Bank believes or suspects that by carrying out your instructions the Bank may not comply with Applicable Law.

10 MINIMUM BALANCE

- [10.1](#) The Bank may, at its sole discretion, require you to maintain a minimum balance in any or all of your Personal Account(s) at any time.
- [10.2](#) If the minimum balance requirement (if applicable) in any or all of your Personal Account(s) is not met, then you may incur additional charges.
- [10.3](#) For details of the current minimum balance requirements and any additional charges, please refer to the Schedule of Charges for Personal Accounts available at the Bank's Branches and the website.

11 PAYMENTS INTO YOUR PERSONAL ACCOUNT

[11.1](#) Cash, electronic funds and cheques issued in the UK

- [11.1.1](#) Subject to clause 31 (Set-off) below, any cash paid in at a Branch or any electronic transfer made by you will be added to your Personal Account and immediately treated as cleared funds.
- [11.1.2](#) If you pay in a Pound Sterling cheque drawn on a bank in the United Kingdom, the Bank will apply interest (where applicable) to those funds two clear days after the cheque is deposited, and you will normally be able to withdraw funds against that cheque (unless the cheque has been returned by the paying Bank) four days after the cheque is deposited.
- [11.1.3](#) There may be exceptional instances (such as fraud, or legal or technical reasons beyond the Bank's reasonable control) which may mean that the cheque does not clear (and so you will not be able to withdraw funds against that cheque) until six days after the cheque has been deposited by you.
- [11.1.4](#) If a cheque paid into your Personal Account is returned unpaid, and the amount shown on the cheque has already been credited to your Personal Account, that amount will be deducted from your Personal Account. In those circumstances, the Bank may request immediate payment from you if the funds represented by the cheque have already been withdrawn or paid out of the account by you.
- [11.1.5](#) Cheques not issued in a UK bank or UK building society or cheques issued in a foreign currency may have different clearing procedures and may require a longer clearing period.
- [11.1.6](#) The Bank may refuse any cheques that are not complete or legible (for any reason), or are improperly amended or mutilated, or are not appropriated endorsed where endorsement is required.

[11.2](#) Foreign currency cheques and cheques issued outside the UK

- [11.2.1](#) Foreign cheques are cheques drawn in a foreign currency (whether on a bank in the UK, Channel Islands, the Isle of Man or elsewhere) or cheques drawn in any currency on a non-UK bank.
- [11.2.2](#) If you want to pay in cash or a foreign cheque of one currency into a Personal Account in another currency (i.e.: a cheque drawn in US Dollars into a Sterling account) the Bank may convert the amount at the Exchange Rate on the relevant date.
- [11.2.3](#) When you present a foreign cheque for payment into a Personal Account, the Bank may negotiate or send the cheque for collection. These processes are explained below. You must inform the Bank whether you want it to be negotiated or collected.
- [11.2.4](#) Foreign cheques negotiation:

- (a) the Bank may agree to negotiate a foreign cheque although it is not obliged to do so. This means the Bank may credit the relevant account immediately with the net amount of the cheque after deducting any fees or charges as set out in the Schedule of Charges for Personal Accounts (if the cheque is drawn in Sterling) or the converted amount (if the cheque is drawn in a foreign currency and converted at the Exchange Rate);
- (b) if the cheque is subsequently returned unpaid or the paying bank asks for the money to be returned to it, the Bank may have recourse against you (as well as against anyone who has signed or endorsed the cheque). This means that the Bank may be entitled to deduct from your Personal Account either the amount credited, or, if converted into another currency, the amount reconverted at the Exchange Rate applicable on the date the Bank make the deduction. This means that, if the Exchange Rate has changed between the amount of the cheque being credited to your account and the cheque being returned, the amount the Bank deduct may vary from the amount originally added to your Personal Account (which may in some circumstances result in you suffering a loss);
- (c) please ask the Bank's Customer Contact Centre for details of how and when interest is calculated and applied in relation to amounts added to or deducted from your Personal Account following negotiation of a foreign cheque; and
- (d) the Bank may deduct its fees from your Personal Account or from the amount credited to your Personal Account for a foreign cheque that the Bank negotiates at the time that you pay it in. If a cheque is subsequently returned unpaid the Bank may also deduct a further fee at the time it is returned. Agents' fees may be payable whether the cheque is paid or not. Please refer to the Schedule of Charges for Personal Accounts for details of the Bank's fees for cheques.

11.2.5 Foreign Cheques for Collection:

- (a) a collection cheque is a cheque sent by the Bank for you to the paying bank. The Bank will credit your Personal Account with the amount of the collection cheque when the Bank is in receipt of cleared funds from the paying bank; and
- (b) the time it takes for payment of a collection cheque will depend on each paying bank and the country where it is based. The Bank may deduct a fee from the proceeds of the collection cheque before crediting the balance to your Personal Account or deduct its fees from your Personal Account for handling a collection cheque from the proceeds at the time of receipt. The Bank will also charge you a fee if a collection cheque is returned unpaid. The Bank will also pass on any charges made by the Bank's agents and/or the bank on which it is drawn and will deduct these from the proceeds or (if there are none) from the relevant Personal Account. Please refer to the Schedule of Charges for Personal Accounts for details of the Bank's fees for cheques.

11.2.6 You must endorse any foreign cheques you pay into the Personal Account. This means that you must sign the cheque on the back and your signature must be the same as that in the Bank's records.

11.2.7 You will be charged a fee if the Bank collects or negotiates a cheque for you. Please refer to the Schedule of Charges for Personal Accounts for details of these fees.

11.2.8 The Bank is not liable for any loss, damage or delay which is not directly due to the Bank's own negligence.

If exchange controls and/or restrictions or some other cause result in the Bank receiving payment in a currency different from that of the cheque, neither the Bank nor its agents shall be liable for any loss in exchanging the proceeds into the currency of the relevant account.

11.2.9 Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, the Bank may not always be able to negotiate or collect cheques on your behalf you.

11.3 Payment Orders by mistake

11.3.1 Any Payment Order may be recalled by the bank that made it (for example, because the person who paid you did not have enough money or it was fraudulent), or if a payment goes into your Personal Account by mistake.

11.3.2 You must inform the Bank immediately if money appears in your Personal Account that you were not expecting and/or there seems to be a mistake. In that event, the Bank may return the Payment Order, even if you have withdrawn or paid out of the account the money, and you shall be liable for additional charges incurred by the Bank.

12.1 Withdrawals

If the cleared balance on your Personal Account (plus any unused arranged overdraft) is sufficient, you may make Payment Orders, including any withdrawals. There may be a daily limit on the amount of cash that you can withdraw from a cash machine.

12.2 Cheques

The Bank may refuse to pay a cheque issued by you if:

- (a) there are insufficient cleared funds in your Personal Account (taking account of any agreed overdraft available on your Personal Account); or
- (b) the cheque appears to contain any irregularities (for example the signatures do not match, or the words and figures do not match); or
- (c) the Bank believes or suspects that there are grounds to suspect fraudulent activity.

12.3 When you issue a cheque, the amount may be deducted from your Personal Account one to three Business Days before the beneficiary gets it into their account.

12.4 If your current account is overdrawn without an agreed overdraft facility or if you exceed your agreed overdraft limit as a result of the Bank deducting a cheque paid from your account, the Bank will charge you interest from the day the cheque is deducted from your account. The rate of interest on unarranged overdrafts is higher than the interest rates applying to arranged overdrafts. For details of the Bank's interest rates on unarranged overdrafts (such as temporary overdrafts or overdrafts in excess of the agreed limit), please refer to the Schedule of Charges for Personal Accounts.

12.5 You must only use the cheques that have been issued to you by the Bank for that particular Personal Account. You must not issue future dated cheques (i.e. post-dated cheques).

12.6 If you do so, and the cheque is presented for payment before the date specified, the Bank may pay it without incurring any liability to you for paying it earlier than the specified date.

12.7 If you allow any Payment Order(s) to be made from your Personal Account(s) using the direct debit in the United Kingdom, then the Direct Debit Guarantee may apply to such Payment Order(s).

13.1 The Bank may refuse to make a Payment Order from your Personal Account if there are insufficient cleared funds in your Personal Account.

13.2 You must ensure that you have and maintain sufficient cleared funds in your Personal Account to enable a Payment Order to be made before the start of the Business Day that the Payment Order is to be made.

13.3 There may be a delay in carrying out your instructions to make a Payment Order whilst the Bank (or a third party) makes fraud prevention checks.

13.4 Before making a Payment Order from your Personal Account the Bank may take into account any other Payment Orders that have been made or which are to be made from that Personal Account on that day. You must take this into consideration, and ensure that you have sufficient cleared funds in your Personal Account when requesting the Bank to make a Payment Orders.

13.5 The Bank may refuse to execute a Payment Order (and the Bank shall not be liable to you for any loss) if:

- (a) there are insufficient cleared funds in your Personal Account;
- (b) the Payment Order would exceed any limits that the Bank may set;
- (c) the Bank is not satisfied that the Payment Order or your instructions are lawful or comply with

- (d) the Bank consider in its sole discretion that your Personal Account has been or is likely to be misused;
- (e) for fraud prevention purposes;
- (f) if the Bank believes or suspects that it is or may be required by Applicable Law not to carry out the Payment Order; or
- (g) the Bank is not able to send the Payment Order by any of the payment methods usually used by the Bank.

14

RESPONSIBILITIES FOR PAYMENTS

- [14.1](#) If you provide the Bank with incorrect information, the Bank shall not be liable if a Payment Order has not been processed, is delayed and/or incorrect.
- [14.2](#) It is the Recipient's bank's responsibility to make sure that a Payment Order that the Bank has sent has been added to the bank account of the Recipient.
- [14.3](#) If a Payment Order has been processed incorrectly by the Bank and the Bank fail to prove that the Payment Order was received by the Recipient's bank as required, the Bank will refund your Personal Account as appropriate.

15

FOREIGN PAYMENTS

- [15.1](#) The Bank will apply the Exchange Rate to Payment Orders made by you requiring a currency exchange (except for future dated payments) at the rate the Bank provides or makes available to you when you request the Payment Order to be made, which you are deemed to agree to by going ahead with the Payment Order or by confirming the rate to the Bank.
- [15.2](#) The Bank will apply the Exchange Rate to future dated Payment Orders applicable at the time that the payment is processed.
- [15.3](#) If you make a Payment Order that involves an exchange into a foreign currency and that Payment Order is returned to the Bank, the Bank may convert the returned Payment Order back to the original currency at the Exchange Rate as applicable at the time. The Bank shall not be liable for any loss that you may incur as a result of any fluctuations in the exchange rates.

16

INTEREST

- [16.1](#) Interest will be calculated and charged by the Bank in the way explained in the Schedule of Charges for Personal Accounts.
- [16.2](#) Information about the Bank's current interest rates applicable on Personal Accounts can be found by contacting the Bank's Customer Contact Centre, or from your local Branch or on the Bank's Website.
- [16.3](#) The Bank does not pay interest on credit balances on all types of accounts (for example the Bank does not pay interest on current accounts). Please see the applicable Specific Terms and Conditions for your Personal Account to see if you are entitled to interest.
- [16.4](#) If your Personal Account is an interest account the Bank will calculate interest on a daily basis on the cleared balance in that account at the end of each Business Day. The interest due will be paid into your Personal Account (usually at the end of the following month, or the following quarter) in accordance with the Specific Terms and Conditions.

If your Personal Account is overdrawn, you will be charged interest on the overdrawn amount at the end of each day.

- 16.5** Where the rate of interest paid by the Bank on credit balances held in your Personal Account is calculated by reference to an externally set interest rate (such as the Bank of England's Base Rate), the rate of interest paid by the Bank will change on the same day that the change in the reference interest rate comes into effect, without any requirement for the Bank to give you notice.
- 16.6** Where the rate of interest paid by the Bank on credit balances held in your Personal Account is agreed between you and the Bank, or set by the Bank (and not linked to an externally set interest rate) the Bank may at its discretion (but shall not be required to) change the rate of interest payable on credit balances held in your Personal Account with immediate effect where the change in interest rate is favourable to you, without any requirement for the Bank to give you notice.
- 16.7** Unless clauses 16.6 or 16.7 above apply, the Bank will give you not less than 60 days' notice before the Bank changes the rates of interest payable on credit balances held in your Personal Account.
- 16.8** If you do not want to accept the proposed change(s) to the interest rate payable on balances held in your Personal Account as set out in clause 16.8, you must give the Bank notice in writing before the change(s) take effect. You have the right to terminate your agreement with the Bank for, and close the relevant Personal Account without any additional charge by giving the Bank notice in accordance with these General Terms and Conditions for Personal Accounts at any time before the date of the proposed change. If you do not give the Bank notice to that effect, you will be deemed to have accepted and agreed to the changes to the rate of interest payable on balances held in your relevant Personal Account.

17 CUT-OFF TIMES

- 17.1** If the Bank receives a Payment Order on a Business Day before the Bank's cut-off time for that type of Payment Order, the Payment Order will be treated as received by the Bank on that same Business Day.
- 17.2** If the Bank receives a Payment Order on a Business Day after the Bank's cut-off time for that type of Payment Order, or on a day, which is not a Business Day, the Payment Order will be treated as received on the next Business Day.
- 17.3** The Bank's cut-off times depend on the type of, and method for making or receiving the Payment Order (and for allowing reasonable time for the Bank to check and execute the Payment Order). Cut-off times may also depend on the currency in which the Payment Order is to be made or received. The cut-off time for making a Sterling payment is usually 2.30 pm, for making a cash payment is usually 4.00 pm, for a Euro payment usually 12.00 pm, and for payments in US Dollar usually 2.00 pm. Those cut-off times may vary according to changes in general banking practice, regulatory requirements, and other relevant factors. Where the time for the execution of your Payment Order is important, please check the relevant prevailing cut-off time to ensure that you give instructions for your Payment Order in good time.
- 17.4** Cut-off times may be different for each of the Bank's Branches. Please contact the Bank's Customer Contact Centre or your Branch for information about the cut-off times for that Branch.
- 17.5** The Bank may set limits on the number or value of the Payment Orders that you can make from your Personal Account from time to time.

18 CANCELLATION OF PAYMENTS

- 18.1** You may not usually be able to cancel a Payment Order given by a Payment Initiation Provider Service with your authority after you have given your consent to the Payment Initiation Provider Service, or to the Recipient, to initiate the Payment Order.
- 18.2** You cannot cancel a Payment Order where you have authorised the Recipient to initiate the payment by using a PIN or other Personalised Security Credentials.

- 18.3** You cannot cancel a Payment Order for same day effect once you have authorised the payment (except where the Bank is able to and agrees to do so at the Bank's discretion).
- 18.4** Where the Payment Order is in the form of a direct debit you cannot cancel a payment after the end of the Business Day preceding the day agreed by you for debiting funds. Where you cancel a direct debit, you will be deemed to have cancelled your consent to any further direct debits by the same Recipient.
- 18.5** Where the Payment Order is for a future-dated payment, you cannot cancel a payment after the end of the Business Day preceding the day before the day on which payment is due to be made, or if the payment transaction is to be made when funds are available, after end of the Business Day before those funds become available.
- 18.6** The Bank may make a charge as set out in the Bank's Schedule of Charges for Personal Accounts where you cancel a Payment Order.
- 18.7** Where the Bank declines to carry out a Payment Order, it will notify you and where possible inform you of the reasons for the Bank's refusal (except in circumstances where the Bank reasonably believes that it would be unlawful for the Bank to do so). The Bank may make a charge as set out in the Bank's Schedule of Charges for Personal Accounts for the refusal to carry out a Payment Order.

19 CHARGES

- 19.1** When you open your Personal Account, you will receive the Bank's Schedule of Charges for Personal Accounts for the day to day running of your Personal Account. Please contact the Bank's Customer Contact Centre, your Branch or look at the Bank's Website for an up to date Schedule of Charges for Personal Accounts.
- 19.2** If the Bank increases any of the charges set out in the Bank's Schedule of Charges for Personal Accounts or introduce a new charge, the Bank will give you at least sixty days' notice of the new Schedule of Charges for Personal Accounts before the changes take effect.
- 19.3** If you do not accept the proposed change(s) to the Schedule of Charges for Personal Accounts as notified to you in accordance with clause 19.2 above, you must give the Bank notice in writing before the change(s) take effect. You have the right to terminate your agreement with the Bank for, and close the relevant Personal Account without any additional charge by giving the Bank notice in accordance with these General Terms and Conditions for Personal Accounts at any time before the date of the proposed change. If you do not give the Bank notice to that effect, you will be deemed to have accepted and agreed the changes to the Schedule of Charges for Personal Accounts applying to the relevant Personal Account(s).
- 19.4** The Bank will tell you the charge for any other service or product before the Bank provides it to you, and at any time should you request it. Before the Bank deducts charges for standard account services from your Personal Account, the Bank will give you at least 14 Calendar Days' notice of how much the Bank will deduct.
- 19.5** If any sum due and payable by you is not paid on the due date, you will be liable to pay the interest (both after, as well as before, any judgment) on that sum at such a rate or rates as the Bank will provide to you from time to time from the date the payment is due up to the date of payment.
- 19.6** If the Bank receives instructions to make a payment from your Personal Account(s) for which the Bank needs to use the services of an agent or correspondent bank overseas, you may have to pay the agent or correspondent bank additional charges (which the Bank may deduct from your Personal Account, or before payment of any amount due to you). Those charges will be in addition to, may not be calculated in the same way as, the Bank's charges as set out in the Schedule of Charges for Personal Accounts.

20 STATEMENTS

- 20.1** The Bank will provide or make available to you free of charge Statements for your Personal Account(s) at least once a month in the form agreed with you (i.e. on paper or another durable medium) as set out in the

Specific Terms and Conditions applying to the relevant Personal Account(s). Statements will include details of all charges payable by you in connection with the Personal Account(s).

[20.2](#) If you request interim statements or duplicate statements for your Personal Account(s), the Bank may charge a fee as set out in the Schedule of Charges for Personal Accounts.

[20.3](#) You must read your statements carefully. If you suspect that an unauthorised and/or incorrect payment has been made from your Personal Account(s), you must contact the Bank's Customer Contact Centre immediately. If you do not contact the Bank immediately, you may not be entitled to have any error corrected or the incorrect payment refunded.

21 SECURITY

[21.1](#) You must take all reasonable precautions to keep safe and prevent fraudulent use of any security details such as your account numbers, passwords, PINs, security codes, memorable data, biometric data (such as fingerprint or voice ID) or any other information or details that you have set up with the Bank for use with a payment device, or with a telephone or online banking (the Security Details). Those precautions should include (but are not limited to):

[21.1.1](#) You must keep your Security Details unique to your accounts with the Bank;

[21.1.2](#) You must not:

- (a) write down or otherwise record your Security Details in a way that can be understood by someone else;
- (b) allow anyone else to use any payment device or tell them your security details;
- (c) choose Security Details that may be easily guessed by anyone else; nor
- (d) log in, or stayed logged in, to a device if you are not in full control of it or it is not in your possession.

[21.2](#) You must change Security Details and contact the Bank as soon as possible by calling the Bank's Customer Contact Centre or by your immediate visit to one of the Bank's Branches if you know or suspect that someone unauthorised knows any of your Security Details, or tries to access (or has accessed) your account, or a cheque, payment device or Security Details have been lost or stolen.

[21.3](#) The Bank may suspend, withdraw or restrict the use of a payment device or cheque or the Bank's telephone or online banking service where the Bank believes or suspects:

[21.3.1](#) that the Security Details have not been kept safe; or

[21.3.2](#) there is (or has been) unauthorised or fraudulent use of the Security Details.

[21.4](#) Unless the Bank is unable to contact you or there is a legal reason or there are other circumstances beyond the Bank's control reasonably preventing the bank from doing so, the Bank will where reasonably possible notify you before taking this action and provide its reasons for doing so.

[21.5](#) You must keep your cheque books, cheques, payment devices and the Security Details secure.

[21.6](#) If you think someone unauthorised may know the Security Details related to your Personal Account(s), you must inform the Bank immediately by calling the Bank's Customer Contact Centre on 0344 8094258 (for calls from the United Kingdom) or +44 20 7780 1000 (for calls from outside the United Kingdom). If you fail to do so, you may be liable for all instructions that the Bank receive and act on, even if the instruction was not given by you or with your authority.

[21.7](#) You must provide the Bank with all the information you have about the misuse of Bank's security procedures or the Security Details. The Bank may pass that information to the police, other banks, and appropriate regulatory authorities.

[21.8](#) Unless the Bank can show that you and/or any other Joint Account Holder have acted fraudulently, grossly negligently or have not complied with the conditions set out above (or in the relevant Specific Terms and

Conditions), the Bank will refund your Personal Account(s) with any payments made which you can demonstrate were not authorised by you. The Bank shall have no further liability to you.

21.9 The Bank accepts no liability for any loss or damage to you resulting from any breach of security where you and/or any other Joint Account Holder have not complied with the conditions set out above (or in the relevant Specific Terms and Conditions).

22 INTERNET BANKING SECURITY

22.1 Technical requirements for the Bank's internet banking service are set out on the Bank's Website.

22.2 The Bank strongly recommends that you follow the guidelines below:

22.2.1 install appropriate fraud/malware/phishing protection on your computer and/or network;

22.2.2 install anti-virus software and keep it up to date;

22.2.3 carry out your own regular virus checks and security updates, making sure your operating systems and web browsers have the latest security fixes;

22.2.4 it is your responsibility to make sure that any information stored or shown on your device is kept secure;

22.3 Never access the Bank's internet banking service from any computer connected to a network without first making sure that nobody else will be able to see or copy your log-in details;

22.4 If you access the Bank's online banking service from a public computer (for example in a cybercafé, hotel or business centre) remember to log off from the online banking service and close the internet browser when you have finished using the service;

22.5 You can access the Bank's internet banking service by typing in the Bank's domain address into your web browser.

22.6 After your initial registration for the Bank's internet banking service:

22.6.1 the Bank will never ask you to access the Bank's internet banking service from a link in an email or by telephoning you and asking you to do so;

22.6.2 the Bank will never contact you asking you to reveal or update your Security Details; If you receive such a request (even if it appears to be from the Bank) it is likely to be fraudulent and **YOU must not supply your Security Details under any circumstances**. You must report any such requests to the Bank immediately.

22.7 You must inform the Bank as soon as you can if you notice something is wrong with your internet banking. If you think someone else may have access to your Personal Account(s), or if you notice anything suspicious, you must contact the Bank immediately.

23 YOUR INFORMATION

23.1 The Bank will treat your Personal Information as private and confidential in accordance with the Bank's Privacy Policy.

23.2 The Bank may share your Personal Information with other members of the Habib Bank Group and disclose it outside the Habib Bank Group (whether to fraud prevention agencies and/or credit reference agencies) only as permitted under these General Terms and Conditions for Personal Accounts or under the Bank's Privacy Policy.

23.3 In order to provide you with banking services we may need to transfer and process Personal Information about you outside the European Economic Area, including in countries that do not have data protection laws

(for example, to our parent company Habib Bank Limited in Pakistan), but where we do so we will use all reasonable endeavours to ensure that personal information is treated in a manner consistent with European data protection laws.

24 CONVERTING YOUR PERSONAL ACCOUNT

24.1 Where, in the Bank's reasonable opinion, there is a valid reason (including a decision by the Bank to no longer offer that type of Personal Account) to convert your Personal Account into another type of Personal Account offered by the Bank, the Bank may do so by giving you not less than [60] days' prior notice.

24.2 Where the Bank gives you notice of its intention to convert your Personal Account to another type of Personal Account offered by the Bank in accordance with clause 26.1 above, you will have a right to give the Bank to close that Personal Account by giving written notice to the Bank. You may close your current Personal Account or switch to any other type Personal Account then offered by the Bank without loss of interest or any additional charges for a further 30 days after the date on which the Bank converts your existing Personal Account into another type of Personal Account.

25 CLOSING OR CANCELLING YOUR PERSONAL ACCOUNT

25.1 Closing by you and your cancellation rights

25.1.1 You can close your Personal Account at any time for any reason without charge if the terms for your account permit you to do so. The Bank will forward any credit balance plus any accrued interest on your account to you after:

- (a) you have given the Bank written notice as required by clause 27.1.3 below that you wish to close your Personal Account;
- (b) you have returned all (unused) cheques and cards issued by the Bank in relation to the Personal Account; and
- (c) you repay in full any money you owe the Bank including (without limitation) any interest, costs or charges.

25.1.2 You can also cancel your agreement with the Bank by closing your Personal Account within 14 Calendar Days after the day on which you opened your Personal Account with the Bank. The Bank will return the balance of any funds deposited by you, together with any interest earned (in accordance with the Specific Terms and Conditions for that Personal Account), and no charges will be made for cancelling the Personal Account within 14 Calendar Days from opening.

25.1.3 To close a Personal Account You must give written notice (signed by the required Joint Account Holders in accordance with your Personal Account mandate) to the Bank in person at any of the Bank's Branches or send it by post.

25.1.4 After your Personal Account(s) is closed:

- (a) all Payment Orders and/or your other instructions will be cancelled;
- (b) your agreement with the Bank, including these General Terms and Conditions for Personal Accounts, will end;
- (c) you must not issue any more cheques or make any other payments and your cardholders should not use their cards (if any).

25.2 Closing by the Bank

25.2.1 The Bank may close your Personal Account and terminate its agreement with you with immediate effect by notice to you in the following circumstances:

- (a) if you have seriously or persistently broken any of these General Terms and Conditions for Personal Accounts; or

- (b) you are, or the Bank reasonably suspects you may be, using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally; or
- (c) your Personal Account is, or the Bank reasonably suspects that your Personal Account is, being used for an illegal purpose; or
- (d) you are, or the Bank reasonably suspects you may be, acting fraudulently; or
- (e) you are, or the Bank reasonably suspects you may be, involved in criminal activity of any kind whether or not linked to your Personal Account(s) or your relationship with the Bank; or
- (f) your behaviour is improper, for example you act in a threatening way towards the Bank or the Bank's staff; or
- (g) you are not entitled to open your Personal Account(s) under the Bank's own policies or any Applicable Law; or
- (h) you have been made insolvent or bankrupt, or propose or enter into arrangement with creditors for the compromise of your debts (or subject to any comparable process anywhere in the World); or
- (i) the Bank has demanded that you repay an overdrawn balance on your Personal Account(s) and you fail to do so; or
- (j) if the Bank reasonably considers that by continuing its agreement with and providing banking services to you:
 - (i) the Bank may be in breach of any Applicable Law, or
 - (ii) the Bank or any other member of the Habib Bank Group may be exposed to action or censure from any government, regulator or law enforcement agency.

25.2.2 Subject to any applicable Specific Terms and Conditions, the Bank may close your Personal Account by paying any balance due to you, together with interest at the agreed rate, up to and including the date of repayment.

25.2.3 The Bank will not rely on clause 25.2.1 above to close your Personal Account where you have made a valid complaint(s) against the Bank in respect of the reason for the Bank closing your Personal Account.

25.2.4 If your Personal Account is closed for any reason and the Bank makes a repayment to you, you will have no further right(s) or interest in the account.

25.2.5 Except for fixed term deposit accounts or as otherwise provided in the relevant Specific Terms and Conditions, you may close your Personal Account without charge at any time by writing to the Bank.

25.2.6 If any insolvency or equivalent proceedings are commenced against you then the Bank may (at its discretion):

- (a) suspend or stop your ability to make Payment Orders or withdraw funds from your Personal Account; and/or
- (b) suspend or stop your access to internet and telephone banking services; and/or
- (c) require you to return any debit cards and cheque books you have; and/or
- (d) refuse to act on any instructions given by you or anyone else to withdraw funds or make any Payment Orders out of your account unless you have previously obtained an appropriate order from the Court; and/or
- (e) act in accordance with any orders made by the Court, or in accordance with the requirements of Applicable Law.

25.2.7 If the Bank or any other member of the Habib Bank Group is notified that any other court order or arrangement has been entered into or application made in relation to your account which requires authority to be obtained from a third party before the Bank act on instructions to make Payment Orders from your account, you agree that the Bank may take any of the actions set out in clause 27.2.6 above until the Bank receive appropriate authority from the relevant third party.

25.2.8 The Bank will give you notice in writing immediately after your Personal Account(s) has/ have been closed for the reasons listed above.

25.2.9 The Bank may close your Personal Account(s) for any other reason by giving you at least two months' written notice.

25.2.10 If the Bank closes your Personal Account(s), the Bank will repay any credit balance owed to you by either issuing a cheque or acting on your written instructions. Please see clause 31 on the Bank's right to exercise set-off in respect of any amount due from you to the Bank.

26 DORMANT PERSONAL ACCOUNTS

- 26.1 The Bank may treat your Personal Account as dormant if it has been inactive, for example if you have not made any transactions through your Personal Account, for at least 18 months. The Bank may write to you and request you to either use the Personal Account or explain the reasons for not using the Personal Account.
- 26.2 If your account has been dormant for a period of 24 months or more, the Bank may require you to provide suitable evidence of your identity and address before reactivating your Personal Account.

27 LIMITATIONS TO THE BANK'S LIABILITY

- 27.1 Subject to clause 29.2 below, if the Bank fails to carry out your request for a Payment Order (in accordance with these Terms and Conditions or any Specific Terms and Conditions relevant to your request) or the Bank fails to carry out your request correctly, the Bank will refund the amount of the payment and any charges or interest you paid as a result of the Bank's failure, and pay you any interest the Bank would have paid you on that amount, and will not have any further liability to you.
- 27.2 The Bank's liability under clause 29.1 above is subject to the following:
- 27.2.1 the Bank shall not be responsible to you for any loss you may suffer if the Bank is prevented from or delayed in providing you with any banking or other services as a result of:
- (a) the Bank complying with Applicable Law or with these Terms and Conditions or any Specific Terms and Conditions;
 - (b) steps taken by the Bank with a view to preventing money laundering, fraud or terrorist financing;
 - (c) industrial action;
 - (d) outage of communications and confirmation systems used between Banks generally;
 - (e) non-availability of equipment or supplies, or business disruption on account of natural calamity, riot or terrorism;
- 27.2.2 the Bank shall not be liable for any losses or costs you suffer or for any indirect losses for any reason whatsoever;
- 27.2.3 the Bank shall not be responsible to you for any delay, indirect, consequential losses or losses that the Bank could not reasonably have expected to foresee; and
- 27.2.4 the Bank shall not be responsible to you for any delay, indirect or consequential losses, provided that the Bank has acted reasonably.
- 27.3 The Bank will reimburse you for unauthorised payments from your Personal Account(s), and will compensate you for any directly or where, the Bank's reasonable investigations confirm that:
- 27.3.1 you have informed the Bank without delay of the unauthorised payment subject to these General Terms and Conditions for Personal Accounts, any relevant Specific Terms and Conditions and any Applicable Law;
- 27.3.2 neither you, nor any other account holder of the relevant Personal Account, nor any other person for whose actions you are liable, has acted fraudulently or been grossly negligent; or
- 27.3.3 the unauthorised payment is not a result of a failure by you to comply with the security obligations set out in these General Terms and Conditions for Personal Accounts or any relevant Specific Terms and Conditions or the security recommendations published on the Bank's Website. This includes, but is not limited to, a failure by you to keep your Security Details or other confidential information about your Personal Account(s) secure.
- 27.4 The Bank shall not be liable to reimburse you for unauthorised payments from your Personal Account(s) unless you have informed the Bank in any event no later than 13 months after the debit date for the unauthorised payment

- [27.5](#) Where the Bank has made any payment to you in respect of an unauthorised payment from your Personal Account and the Bank later becomes aware of evidence that shows the Bank is not responsible for the unauthorised payment, the Bank will recover an amount equal to the payment refund from your account.
- [27.6](#) In the event that the Bank is responsible for unauthorised payments as specified in clauses 29.3 above, the Bank's liability shall be limited to refunding the amount of the unauthorised transaction and any resulting overdraft interest and charges. The Bank will have no further liability to you.
- [27.7](#) Where an unauthorised payment has been made from your Personal Account as a result of the use of a lost or misappropriated payment instrument, you will be liable up to a maximum of £35 for any losses incurred (except where you or any other account holder have acted fraudulently, or with intent or gross negligence, in which case you will be liable for all losses incurred).
- [27.8](#) You will not be liable for any losses incurred as a result of the use of a lost or misappropriated payment instrument or use of your personalised security credentials after you have notified the Bank of those losses or breach of secrecy in accordance with these General Terms and Conditions for Personal Accounts (except where you or any other account holder have acted fraudulently, in which case you will be liable for all losses incurred).
- [27.9](#) For the avoidance of doubt, the Bank shall not be liable for any abnormal or unforeseen circumstances beyond the Bank's control or where the Bank's failure to comply is due to the Bank's obligations under Applicable Law.
- [27.10](#) Nothing in these General Terms and Conditions for Personal Accounts limits the Bank's liability for acting fraudulently or gross negligence or otherwise excludes or limits the Bank's liability to the extent the Bank is unable to exclude or limit it by Applicable Law.
- [27.11](#) You are responsible for payment of any debt that arises on your Personal Account(s). Please refer to the Bank's right to set off in clause 31.

28 NOTICES

- [28.1](#) The Bank may give notice to you for any purpose:
- [28.1.1](#) at any address notified by you to the Bank for that purpose; or/and
- [28.1.2](#) at the Bank's discretion but not obligation, at any other address reasonably believed by the Bank to be your postal or residential address, or at the last address given by you or known to the Bank as your postal or residential address, or at any other address (even if that address is no longer current) where the Bank reasonably believes that the address notified by you to the Bank is no longer current and you have not given the Bank notice of your change of address as required under these Terms and Conditions.
- [28.2](#) Any notice given by the Bank to you in accordance with clause 30.1 above shall be deemed to be effective when delivered by leaving it at the relevant address, or the next Business Day when sent by first class post to the relevant address (whether actually received by you or not).
- [28.3](#) Any notice given by you to the Bank in accordance with these General Terms and Conditions for Personal Accounts must be delivered to the Branch at which your Personal Account is held.
- [28.4](#) Any notice given by you to the Bank in accordance with these General Terms and Conditions for Personal Accounts shall be deemed delivered only on actual receipt by the Bank (and if received on a day when the Bank is not open for business, deemed received on the next day when the Bank is open for business).

29 SET-OFF

- [29.1](#) The Bank may use any other account(s) held by you with the Bank and/or with the Habib Bank Group which are in credit to reduce or repay any amount you may owe to the Bank in other account(s) held by you in the same name in respect of an agreed or unauthorised overdraft, loan, or any other credit agreement. In the

process the Bank may opt to recover any amount(s) outstanding from your other deposits whether they be time or demand deposits held by you with the Bank for a certain period along with the interest payable by the Bank. In cases where the credit balances are in a different currency from the currency in which balances are owed to the Bank, then the currency conversion would be done at the Bank's prevailing market rate. Any losses on conversion will be to the account of the customer. For avoidance of doubt this right of set off may be exercised if you have provided a guarantee in respect of any facility or loan taken by any third party.

30 IMMIGRATION STATUS

30.1 All banks in the United Kingdom are required to carry out immigration status checks on people applying for current accounts. Banks must refuse an application for a new current account or to add a signatory or identified beneficiary to a new or existing current account) if the UK's Secretary of State for the Home Department (the **Home Office**) considers that that person should not be provided with access to banking services. Where the Bank receives notification from the Home Office the Bank will be obliged to close your Personal Accounts with immediate effect, or to remove any person as a signatory to your Personal Accounts, in order for the Bank to comply with a notice to that effect from the Home Office.

31 BANKING HOURS

31.1 The Bank may change its Banking Hours, or the availability of banking at Branches, by display of notice in the Bank's Branches or in the press or by post or by posting on the Bank's Website.

32 BLOCKING YOUR PERSONAL ACCOUNT

32.1 If the Bank suspects fraud or other suspicious transactions the Bank may block your Personal Account where it believes it is reasonable to do so to protect you and/or the Bank. The Bank may be required to carry out the process of establishing your identity again. Once the Bank has sufficient proof of your identity (to its satisfaction), the Bank will reactivate your Personal Account.

33 ASSIGNMENT

33.1 The Bank may transfer, assign or pass the Bank's rights and/or obligations under these General Terms and Conditions for Personal Accounts and/or arrange for any other person permitted to do so under Applicable Law to carry out the Bank's rights or obligations under these General Terms and Conditions for Personal Accounts.

33.2 You may not transfer or assign any of your rights or obligations under these General Terms and Conditions for Personal Accounts.

34 RESOLVING COMPLAINTS

34.1 If you feel that the Bank has not delivered the standard of service you expect, or if you think the Bank has made a mistake, please let the Bank know as soon as possible, so that the Bank has the chance to put it right in a timely manner. The Bank has a complaints handling policy that the Bank follows, a copy of which can be requested at any time by calling the Customer Contact Centre and is also available on the Bank's Website.

34.2 In the unlikely event that the Bank is unable to resolve your complaint, or if you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service (the **FOS**), details of which are available in the Bank's Branches and can be found by calling the Customer Contact Centre.

[34.3](#) The FOS provides an out-of-court complaint and redress mechanism. You can contact the Financial Ombudsman Service directly at Exchange Tower, London E14 9SR, England, by telephoning 0800 023 4567 or 0300 123 9123 (if you are calling from within the UK) or +44 20 7964 1000 (if you are calling from outside the UK) or by email to complaint.info@financial-ombudsman.org.uk

[34.4](#) The Bank is covered by the Financial Services Compensation Scheme (the FSCS). The FSCS can pay compensation to depositors if the Bank is unable to meet its financial obligations. You may be entitled to compensation from the FSCS if the Bank cannot meet its obligations to you. This depends, among other things, on the circumstances of the claim. Most depositors, including most individuals, are covered by the FSCS.

[34.5](#) For further information about the FSCS (including the current limits, amounts covered and eligibility to claim) please ask the Bank, or contact the FSCS directly at 0800 678 1100 or 020 7741 4100, or refer to the FSCS's website at www.fscs.org.uk.

35 WAIVER

[35.1](#) Failure by the Bank to exercise, or any delay in exercising, any right or remedy provided under these General Terms and Conditions for Personal Accounts or by Applicable Law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise by the Bank of any right or remedy provided under these General Terms and Conditions for Personal Accounts or by law shall preclude or restrict the further exercise of that right or remedy.

36 THIRD PARTY RIGHTS

[36.1](#) Nothing in these General Terms and Conditions for Personal Accounts confers or purports to confer on any third party any benefit or any right to enforce any term or the agreement between us (whether under the Contract (Rights of Third Parties) Act 1999 or otherwise).

[36.2](#) Each of the terms set out in these Terms and Conditions 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.

37 GOVERNING LAW AND JURISDICTION

[37.1](#) For all Personal Accounts held in England, these General Terms and Conditions for Personal Accounts and any dispute or claim arising out of it or its subject matter or formation and any non-contractual obligations arising out of it is governed by the laws of England, as are all the Bank's dealings with you until such time as your Personal Account is opened.

[37.2](#) You and the Bank submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim arising out of or in connection with these General Terms and Conditions for Personal Accounts or its subject matter or formation.

[37.3](#) The language the Bank will use in the Bank's communications will be English.

HBL Bank UK Limited (Trading as HBL Bank UK)
Authorised by the Prudential Regulation Authority
(PRA) and regulated by the Financial Conduct
Authority (FCA) and Prudential Regulation Authority

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