

# GENERAL TERMS AND CONDITIONS FOR BUSINESS ACCOUNTS

31<sup>st</sup> March 2025

These Terms and Conditions:

- Explain the agreement between us, how your business account works and what to do if things go wrong
- Tell you how to contact us and how we contact you

You should:

- Keep this document as you may need it later
- Read it carefully and ask us if you do not understand anything

This document is also available on our website: [www.hblbankuk.com](http://www.hblbankuk.com)

## CONTENTS

1	Information About HBL Bank UK Limited
2	Our Agreement
3	Definitions
4	Contacting Each Other
5	Keeping Us Informed
6	Opening a Business Account
7	Information About You
8	Operating and Using Your Business Account
9	Giving Instructions
10	Payments Into Your Business Account
11	Payments Out of Your Business Account
12	Foreign Payments
13	Interest
14	Cut-Off Times
15	Cancellation of Payments
16	Charges
17	Statements
18	Hold Mail Service
19	Borrowing
20	Security
21	Internet Banking Security
22	Data Protection
23	Converting Your Business Account
24	Closing or Cancelling Your Business Account
25	Dormant Business Accounts
26	Limitations on Our Liability to You
27	Unauthorised Payments and Authorised Push Payment (APP) Fraud Protection
28	Notices
29	Set-Off
30	Immigration Status
31	Banking Hours
32	Blocking Your Business Account
33	Assignment of This Agreement
34	Resolving Complaints
35	Waiver
36	Third-Party Rights
37	Governing Law and Jurisdiction
38	Financial Services Compensation Scheme

## 1. Information About HBL Bank UK Limited

- A. HBL Bank UK Limited, trading as HBL Bank UK, is a limited company incorporated and registered in England with company registration number 01719649. Our registered address and principal place of business is 9 Portman Street, London, W1H 6DZ.
- B. HBL Bank UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 188585). To find out more about us please see the FCA's website at [www.register.fca.org.uk](http://www.register.fca.org.uk) or contact the FCA on 0800 1116768.

## 2. Our Agreement

This section explains the documents that form our agreement (**contract**) between you (our **customer**) and us (your **bank**).

- A. We use “**we**”, “**us**” and “**our**” in this agreement to mean HBL Bank UK Limited. We use “**you**” and “**your**” to refer to the business entity holding the business account, whether a limited company, LLP, partnership, sole trader or otherwise.
- B. When you open a business account with us, we enter into a contract together.
- C. Throughout this document we shorten the name of these General Terms and Conditions for Business Accounts to “these **terms and conditions**”. These terms and conditions contain important information, which you must read carefully.
- D. These terms and conditions set out the obligations we have to you, as a business customer, and the obligations and responsibilities you have to us.
- E. These terms and conditions apply to bank accounts that use Pounds Sterling, US Dollars or Euros and are held by business customers with us in the UK. They also apply to bank accounts that we have opened, or do in the future agree to open, in any other currencies. We call all these accounts “**Business Accounts**”.
- F. Throughout these terms and conditions, we simply refer to “**your account/s**”. This always means your business account/s unless stated otherwise.
- G. These terms and conditions set out most of the terms of our agreement, including those relating to interest, bank charges, how changes can be made to our agreement, and your personal information.
- H. There are other documents referred to in these terms and conditions, such as our Schedule of Charges for Business Accounts, the application form or forms

you have signed, including any relevant account opening documentation and/or any relevant account mandates, which all form part of these terms and conditions.

- I. There are additional terms and conditions that apply if you use particular services or products, such as Online and Mobile Banking or Debit Card services. Throughout this document we refer to these additional terms and conditions as “**Specific terms and conditions**”. Any Specific terms and conditions will be given to you when you sign up for these additional services or products.
- J. If these terms and conditions conflict with any Specific terms and conditions, the terms of the Specific terms and conditions will apply.
- K. A copy of these terms and conditions, is available on request at any of our branches and can be read on our website and downloaded, as can the Schedule of Charges for Business Accounts and the various Specific terms and conditions.
- L. Please note that these terms and conditions do not apply to commercial loans, investments, foreign exchange contracts or any banking services for personal (non-business) customers.
- M. As our agreement could last for many years, we need to be able to make changes to the way we do things. There are some changes about which we need to inform you in advance, and in such cases, we will provide you with at least two months' notice of such changes. These include when we are changing a service we offer, or when a new service is being introduced that requires changes to these terms, or where we are withdrawing a service or account. These changes also include, where we are creating new charges, or changes needed because of a change in the law, regulation, or banking practice. There may be other reasons for changes that are not set out above where we need to inform you in advance. We will only a change that we believe is fair and/or necessary.
- N. We may make some changes without having to tell you in advance. These could include changes introducing new services you may use; where we make a change required due to a new law or regulation, and there is not enough time to give you notice, or where the change is more favourable to you.
- O. If you are not happy with any changes that we notify you of, you can end this agreement immediately, by closing your account before the changes take effect (there will not be any charges for this). Otherwise, the changes will form part of our agreement from the time that we inform you that they will take effect.

### **3. Definitions**

In these terms and conditions, we use definitions and abbreviations, to make this document more concise and easier to read. The following is an alphabetical list of

the definitions and abbreviations used.

**“account/s”** means your business account/s held with us unless stated otherwise. These terms and conditions only apply to business accounts held with us – see Section 2 of these terms and conditions.

**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.

**Banking Hours** means the hours of 09:00 to 17:00 on any Business Day.

**Branch** means any of our branches open to the public in the UK.

**Business Accounts** means the accounts to which these terms and conditions apply which can only be opened by sole traders, partnerships, limited companies and other permitted entities under the Applicable Law – see Section 2 of these terms and conditions.

**Business Day** means any day between Monday to Friday inclusive in any week apart from any such day which is a public holiday in England. Note that other countries and parts of the United Kingdom have different public holidays to England.

**Calendar Day** means any day of the week, including Saturdays and Sundays.

**Customer Contact Centre** means our customer services office which can be reached by calling at 0344 8094258 (for calls from the UK) or 00 44 20 7780 1000 (for calls from abroad).

**Direct Debit Guarantee** means a direct debit guarantee scheme that may apply to direct debit Payment Orders in the UK from time to time, the details of which are provided to you on the direct debit mandate and direct debit confirmation.

**Exchange Rate** means our exchange rate for any applicable currencies which go up and down during any day. Details of these are available on request at our Branches and are set out on our website.

**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.

**FOS** means the Financial Ombudsman Service as described in more detail in Section 34 of these terms and conditions.

**FSCS** means the Financial Services Compensation Scheme as described in more

detail in Section 38 of these terms and conditions.

**Habib Bank Group** means Habib Bank Limited (incorporated in Pakistan) and its subsidiaries, including us (HBL Bank UK Limited).

**Interest Rates** means the interest rates that apply to our products and services from time to time, details of which are available on request at our Branches and are set out on our website.

**Joint Account Holders** means two or more people who are named as the holders of the same account opened for a partnership business.

**mandate** means the authority provided by the account holder/s to us which identifies upon whose instructions we are authorised and entitled to act in relation to payments and all other matters relating to the account. This is usually provided by you in the account application form and includes specimen signatures for the person/s authorised to provide instructions to us.

**Payment Initiation Provider Service** means a service whereby you pay companies/businesses directly from your account rather than using your debit card through a third-party, such as Visa.

**Payment Order** means an instruction given by you or authorised by you to make a payment from your account whether by direct debit, standing order, cheque, direct transfer, CHAPS, withdrawal of cash or otherwise.

**Personal Information** means the information about you that we have received from you, your Financial Associate or third parties including:

- information provided in applications (such as your name, address, date and place of birth), in 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 or meetings.
- from analysis of your payments and other transactions on your account (analysing details such as amounts, frequency, the location of either the sender or recipient of funds), your use of our services and what we have learned about you from operating your account.
- information we receive from organisations such as credit reference agencies and fraud prevention agencies.

**Privacy Policy** means our privacy policy as amended from time to time, details of which have been provided to you and are also available on request at our Branches and on our website.

**Recipient** means the person receiving the money being paid out of your account.

This will usually be another person or entity, though it may be you if you are making a Payment Order to another account that you have or if you are withdrawing cash.

**Security Details** are your confidential details used to access our services and has the detailed meaning given in Section 20 of these terms and conditions.

**Schedule of Charges** mean the Schedule of Charges for Business Accounts which is a separate document that set out our fees and charges for a variety of different services we provide. The current Schedules of Charges for Business Accounts is displayed in our Branches and on our website. Please ask us if you would like us to send a copy to you at any time.

**Microenterprise** means a business that employs 10 or fewer people and whose annual turnover or balance sheet does not exceed €2 million.

**Small Charity** means a body whose annual income is less than £1 million per year and is a charity as defined by the Charities Act 2011, Charities and Trustees Investment (Scotland) Act 2005 or the Charities Act (Northern Ireland) 2008).

**Specific terms and conditions** means additional terms and conditions relating to a specific account, product or service offered by us, such as debit card, online and mobile banking services, or some specific savings accounts. Specific terms and conditions are part of our agreement in the same way these terms and conditions are. You will be provided with relevant Specific terms and conditions when you sign up for the relevant account, product or service. Specific terms and conditions are also available on our website. For the avoidance of doubt, “Specific terms and conditions” includes any confirmation documentation (if applicable) provided to you in connection with a term deposit following a request from you for such service.

**“these terms and conditions”** means these General Terms and Conditions for Business Accounts which apply to all business accounts held by you with us, usually in conjunction with one or more Specific terms and conditions.

**UK** means the United Kingdom of Great Britain and Northern Ireland

**US Person** means any one of:

- a company incorporated in the United States of America.
- an individual with any one of:
  - US citizenship
  - Green Card status
  - A US birthplace

- US residence or correspondence.
- where there are standing instructions to transfer funds to an account maintained in the US or directions are regularly received from a US address.
- where a power of attorney has been granted to a person with a US address.

“we”, “our” or “us” means HBL Bank UK Limited

“website” means our website, the address of which is: [www.hblbankuk.com](http://www.hblbankuk.com).

“you” and “your” means you, our customer, with whom we have entered into this agreement relating to your business accounts held or to be held with us.

#### 4. Contacting Each Other

- A. We may contact you by post, telephone or email by using the latest contact details you have provided to us.
- B. You agree that we may use any contact details you have provided to us to contact you for any reason in relation to your account.
- C. You can contact us:
  - i. by post: HBL Bank UK, 9 Portman Street, London, W1H 6DZ;
  - ii. by visiting a branch;
  - iii. through our website: [www.hblbankuk.com](http://www.hblbankuk.com);
  - iv. by email: [cs@hbluk.com](mailto:cs@hbluk.com); or
  - v. by calling our Customer Contact Centre on 0344 809 4258 or +44 20 7780 1000 (if calling from abroad);

during Banking Hours on each Business Day.

- D. You must make sure that the contact details you provide to us are accurate and up to date.
- E. If you would prefer us not to contact you by email or mobile phone message in relation to your banking services, please let us know. Whilst we will try to use your preferred method of communication whenever possible, we may need to contact you by email or mobile message if we need to contact you urgently for something important.
- F. Please refer to Section 28 (Notices) of these terms and conditions for more information on how we can give notice to each other of various matters, such as a notice to close an account.
- G. The language to be used in all our communications is English.

## 5. Keeping Us Informed

- A. You must keep us informed if there are any changes to your situation, contact or other details, business, corporate structure or any other important changes or events that are relevant to your relationship with us.
- B. Examples of the information you must keep up to date, and must provide to us, include:
  - i. change of registered trading name;
  - ii. change in place of incorporation, principal place of business or registered address (including if you relocate overseas);
  - iii. changes of phone number/s (including any mobile numbers) or email address/es or other contact information;
  - iv. changes in directors/shareholders/partners of your business;
  - v. material changes in the ownership or control of your business. Material means 10% or more of the ownership or control of your business;
  - vi. material changes in the nature or scope of the business undertaken by you;
  - vii. formation or the acquisition of a new subsidiary or the acquisition of an interest in any other business;
  - viii. the disposal, sale or closure of any material part of your business or of any subsidiary;
  - ix. if you are or you may become involved in any litigation (court proceedings of any kind) or in any bankruptcy or insolvency process or any receiver or administrator is appointed over any of your assets or anything analogous is suffered by any subsidiary;
  - x. if at any time you are unable to make all your debt repayments;
  - xi. if you become a US Person;
  - xii. any other information that we might reasonably be expected to be informed of as a provider to you of business banking services.
- C. If you do not keep these details and this information up to date, your eligibility to continue holding your account with us and to use any of our other products or services may be negatively affected.
- D. You must make sure that you notify us immediately if you change your business name, telephone/mobile number, postal address, registered address, place of business, principal business address or email address. If you do not,

you may miss out on important information, or we could send confidential information to the wrong address. If this happens it will not be our fault.

## **6. Opening a Business Account**

- A. Business accounts can be opened by sole traders, partnerships, limited companies or any other permitted legal entity.
- B. The business account application form contains additional eligibility criteria. You must read the application form carefully to ensure that you are eligible to apply to open an account.
- C. All account opening documents, specimen signature cards and any other documents required by us must be completed and signed by an authorised individual of the business (for example a director, member or partner) in the presence of at least one member of our staff. This will require an appointment for you to visit one of our branches.
- D. In making an application to open an account on behalf of the applicant the individual must have authority to do so on behalf of the applicant, and we may require proof of authorisation to open the account and the consent to undertake checks.
- E. You may hold more than one business account with us, and these terms and conditions shall apply to every business account held with us.
- F. We reserve the right not to accept your application to open a business account with us if we are not satisfied with the information provided by you. We may or may not inform you of the reasons for any such rejection, but we do not have to do so.

## **7. Information About You**

- A. To open a business account with us you must complete all documents that we ask you to.
- B. When you apply to open a business account with us, we are required to obtain sufficient information about you and your business activities to enable us to satisfy our legal obligations and for the protection of you, the public and us against any fraud or misuse of the banking system. Therefore, you must provide us with accurate and up to date information and you must inform us immediately if and when there is any change or variation to that information.
- C. There may be occasions when we may ask you to provide additional information or documents or that you visit your local Branch. From time to time, we may review the records we hold for you and may require you to update the proof of identity and address verification held, or we may make any other enquiries of

you that we consider necessary.

- D. When you apply for a business account or any business banking services with us, we may in considering your application:
- i. review our own records and systems, including any information we hold about you, your business partners or shareholders (including all or any beneficial owners) or company officers, in relation to any other accounts (including any personal accounts) held by you/them with us.
  - ii. request your personal and business details (such as your full name, date of incorporation, registered and business addresses, date of birth and details and/or copies of your identification documents).
  - iii. request searches from any credit reference agencies or fraud prevention agencies, which may disclose:
    - a. any publicly available information about you/your business partners/shareholders/directors and your/their credit behaviour.
    - b. information about the way you/your business partners/shareholders/directors have handled any personal borrowings.
    - c. information about any of your businesses and business bank accounts.
    - d. other information in relation to the personal and business affairs of you/your business partners/shareholders/directors.
  - iv. request the identities of the beneficial owners of your business.
  - v. request any information about the accounts of your Financial Associates.
  - vi. We may send the information provided by you or held by us to external agencies for the purpose of checking whether all or some of this information matches their records.
- E. You agree that we may send your information as above to these external agencies and you acknowledge that the agencies may record and retain the information, we give them about you or your application. This includes information held or provided about your business partners, directors, shareholders, beneficial owners and other relevant persons and it is your responsibility to ensure that these persons have been told that their information will be passed onto these agencies and that they have agreed that it should be.
- F. If we are provided with false or inaccurate information or fraud is suspected or identified by us, we will record this. We may also pass any records or

information to the UK's fraud and crime prevention agencies.

- G. Information held by the UK's fraud and crime prevention agencies may be accessed by law enforcement agencies in the UK or in any other countries.
- H. We will not open a business account if you do not satisfy our requirements in relation to establishing your identity and source of funds under relevant anti-money laundering laws or any other laws in effect from time to time.

## **8. Operating and Using Your Business Account**

- A. Where a business account is held in the name of more than one person (Joint Account Holders) then:
  - i. each and every one of the Joint Account Holders is separately responsible for complying with these terms and conditions.
  - ii. all of the Joint Account Holders are jointly and severally liable for any money owed to us. This means that we have the right to demand repayment of the full amount owed to us from all of the Joint Account Holders and/or any one or them.
- B. If one of the Joint Account Holders dies:
  - i. the surviving Joint Account Holder(s) may continue to operate the account (unless we decide otherwise).
  - ii. where there is more than one surviving Joint Account Holder, the provisions of this Section will continue to apply to your account.
  - iii. the account (and all credit balances held in it) will belong to the surviving Joint Account Holder/s.
  - iv. if your account is overdrawn, the estate of the deceased Joint Account Holder will remain jointly and severally liable with the surviving Joint Account Holder/s for the overdraft balance and all accruing interest on the account.
  - v. we may act on the instructions of the surviving Joint Account Holder(s) as if the surviving Joint Account Holder(s) were the only account holder(s) unless it says otherwise in the account opening form or bank mandate for the relevant account.
- C. Where an account is held by Joint Account Holders then, unless we have agreed otherwise, the following conditions apply:
  - i. unless it says otherwise in the account opening form or bank mandate for the account, either or any Joint Account Holder can independently give to us instructions in relation to your account and any instructions given by

one or more of the Joint Account Holders will be binding on each of them.

- ii. if there is a dispute between you, we may require any instructions given to us to be authorised by all Joint Account Holders before we accept those instructions.
  - iii. we may contact any one of you in relation to the account and the person contacted or given notice by us shall be responsible for sharing any information passed on or notice given by us with all other Joint Account Holders. All Joint Account Holders shall be deemed or taken to have notice of these matters even if the Joint Account Holder responsible for notifying the other Joint Account Holders fails to do so.
  - iv. You may nominate one of the Joint Account Holders to be the point of contact for us in relation to your account. If you do not do so, we may contact the first person listed on our records.
- D. Where a business account is operated by more than one authorised signatory (none of whom are an account holder) then unless we have agreed otherwise:
- i. we can act on the instructions of any one of the authorised signatories which will be binding on the account holder/s.
  - ii. If there is a dispute in relation to who is authorised to operate the account we may refuse to act on any instructions until we are satisfied that the dispute has been resolved.
- E. You may ask us to remove a Joint Account Holder, including by asking us to convert the account to a sole account. We may require the agreement of all Joint Account Holders before doing so. All Joint Account Holders will remain jointly and several responsible for all debt on the account unless we agree to release any of them.

## **9. Giving Instructions**

- A. We may refuse to accept your instructions where those instructions are not given in accordance with the account mandate. The account mandate is the authority to us (usually contained in the account application form) to act on the instructions of one or more identified individuals in relation to the account. In these terms and conditions we use the term Payment Order to refer to any kind of payment instruction you give to us (whether to transfer funds, to withdraw cash, writing a cheque or otherwise).
- B. You can give to us instructions in any of the following ways:
- i. in person by visiting a Branch (where we may ask you for proof of identity, such as a passport or photo driving licence);

- ii. by letter either posted or hand-delivered;
  - iii. by telephone or email by contacting our Customer Contact Centre if you have completed our standard form of indemnity and your instructions are in accordance with the account mandate;
  - iv. online and by mobile phone using our Online & Mobile Banking service once you have registered for this service and completed our application form.
- C. Any instructions given by you may be subject to our verification and security procedures, and you agree and understand that if we are unable to verify your instructions to our reasonable satisfaction, any Payment Order you may give to us may be delayed or not processed at all.
- D. We may refuse to act on or delay acting on any of your instructions (without being required to give you notice of or reasons for such refusal or delay) if:
- i. we believe or suspect that the instructions were not (or may not have been) given or authorised by you (for example, if the signature does not appear to match the records held by us, or where the instructions were not received from the email address provided by you);
  - ii. we are unable to confirm your instructions are given in accordance with the requirements of your account mandate;
  - iii. we consider that your instructions are not clear, complete or accurate;
  - iv. you do not have the necessary cleared funds available for your use in your account;
  - v. any of the documents required from you have not been provided to our satisfaction;
  - vi. any due diligence, identity and/or anti-money laundering documentation required by us has not been provided or is not to our satisfaction;
  - vii. we have reason to believe that your instructions may not be lawful or in accordance with Applicable Law.
- E. We may freeze (prevent you from using) your account (without any liability to you or requirement to give you notice or an explanation) and seek consent from the National Crime Agency (or any successor body) for us to continue to operate your account if we believe or suspect that by carrying out your instructions we or you may be in breach of Applicable Law.

## **10. Payments Into Your Business Account**

### **Cash and Electronic Funds**

- A. Subject to Section 29 (Set-Off) of these terms and conditions, any **cash** paid in at a Branch or any **electronic funds transfer** made to you will be added to your account and immediately treated as cleared funds (available for you to spend).

### **Cheques Issued in the UK**

- B. If you pay in a Pound Sterling cheque drawn on a bank in the UK, you will start to earn any interest due on your account in respect of that cheque, and the amount of the cheque will be available for you to use, 2 clear Business Days after the day you deposit it in your account. This applies so long as the cheque has not been returned by the payer's bank.
- C. There may be exceptional instances (such as fraud, or legal or technical reasons beyond our reasonable control) which may mean that the cheque does not clear after the cheque has been deposited by you, in which case you will not be able to withdraw funds against that cheque.
- D. If a cheque paid into your account is returned unpaid, and the amount shown on the cheque has already been credited to your account, that amount will be deducted from your account. In those circumstances, we may request immediate payment from you in the amount of that deduction if the funds represented by the cheque have already been withdrawn or paid out of the account by you.
- E. We may refuse to accept any cheques that are not complete or legible (for any reason), are improperly amended or mutilated, or are not appropriately endorsed (signed on the back of the cheque) where endorsement is required.
- F. Cheques not issued from a UK bank or UK building society account or cheques issued in a foreign currency may have different clearing procedures and may require a longer clearing period. You should ask us about these cheques by contacting our Customer Contact Centre.

### **Foreign Currency Cheques and Cheques Issued Outside the UK**

- G. Foreign cheques are cheques drawn in a foreign currency (whether on a bank account in the UK, Channel Islands, the Isle of Man or elsewhere) or cheques drawn in any currency (including Pounds Sterling) on a non-UK bank account.
- H. If you want to pay in cash or a foreign cheque of one currency into your account in another currency (e.g., a cheque drawn in US Dollars into a Pounds Sterling account) we may convert the amount at the Exchange Rate (see Section 3 – Definitions of these terms and conditions) on the relevant date.
- I. When you present a foreign cheque for payment into your account, we may negotiate or send the cheque for collection. These processes are explained below. You must inform us whether you want the cheque to be negotiated or

collected.

### **Foreign Cheques Negotiation:**

- J. We may agree to negotiate a foreign cheque although we are not obliged to do so. If we agree to negotiate a foreign cheque, this means:
- we may credit your account immediately with the net amount of the cheque after deducting any fees or charges as set out in our Schedule of Charges (if the cheque is drawn in Pounds Sterling) or the converted amount (if the cheque is drawn in a foreign currency and converted at the Exchange Rate).
  - if the cheque is subsequently returned unpaid or the paying bank asks for the money to be returned to it, we may have recourse against you (as well as against anyone who has signed or endorsed the cheque). This means that we may be entitled to deduct from your account either the amount credited, or, if converted into another currency, the amount reconverted at the Exchange Rate applicable on the date we 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 we deduct may vary from the amount originally added to your account (which may in some circumstances result in you suffering a loss).
  - please ask our Customer Contact Centre for details of how and when interest is calculated and applied in relation to amounts added to or deducted from your account following negotiation of a foreign cheque.
  - we may deduct our fees from your account or from the amount credited to your account for a foreign cheque that we negotiate at the time that you pay it in. If a cheque is subsequently returned unpaid, we 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 our Schedule of Charges for details of our fees for cheques.

### **Foreign Cheques for Collection**

- K. A “**collection cheque**” is a cheque sent by us for you to the paying bank. We will credit your account with the amount of the collection cheque when we are in receipt of cleared funds from the paying bank. The time it takes for payment of a collection cheque will depend on each paying bank and the country where it is based.
- L. We may deduct a fee from the proceeds of the collection cheque before crediting the balance to your account or deduct our fees from your account for handling a collection cheque from the proceeds at the time of receipt.
- M. We will also charge you a fee if a collection cheque is returned unpaid. We will

also pass on any charges made by our agents and/or the bank on which it is drawn and will deduct these from the proceeds or (if there are none) from your account. Please refer to our Schedule of Charges for details of our fees for cheques.

- N. You must endorse any foreign cheques you pay into your account. This means that you must sign the cheque on the back and your signature must be the same as that in our records.
- O. We will not be liable for any loss, damage or delay which is not directly due to our own negligence.
- P. If exchange controls and/or restrictions or some other cause result in us receiving payment in a currency different from that of the cheque, neither we nor our agents shall be liable for any loss in exchanging the proceeds into the currency of the relevant account.
- Q. Because of difficulties that occur from time to time with foreign cheques drawn on banks abroad, for example exchange restrictions, we may not always be able to negotiate or collect foreign cheques on your behalf.

### **Payment Orders by Mistake**

- R. Any payment received in your account 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 account by mistake.
- S. In that event, we may return the money, even if you have withdrawn or paid the money out of your account, and you shall be liable for additional charges incurred by us.
- T. You must inform us immediately if money appears in your account that you were not expecting and/or there seems to be a mistake.

## **11. Payments Out of Your Business Account**

### **Cash Withdrawals**

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

### **Cheques**

- B. We may refuse to pay a cheque issued by you if:
  - i. there are insufficient cleared funds in your account (taking account of any agreed overdraft available on your account);

- ii. the cheque appears to contain any irregularities (for example the signatures do not match, or the words and figures do not match);
  - iii. we believe that there are grounds to suspect fraudulent activity.
- C. When you issue a cheque, the amount may be deducted from your account one to three Business Days before the beneficiary (the payee or recipient) receives the funds into their account.
- D. You must only use the cheques that have been issued to you by us for that particular account.
- E. You must not issue future dated cheques (i.e., post-dated cheques). If you do so, and the cheque is presented for payment before the date specified, we may pay it without incurring any liability to you for paying it earlier than the specified date.
- F. Please see Section 15(H) of these terms and conditions in relation to cancellation of cheques.

### **Direct Debits**

- G. A Direct Debit is an instruction from you to us. It authorises the organisation you want to pay to collect varying amounts from your account – but only if you have been given advance notice of the amounts and dates of collection.
- H. Once you have agreed those dates and amounts, the money is deducted automatically. If the organisation you are paying wants to change an amount or date of collection, they have to tell you about it first.
- I. If there is not enough money in your account to pay a direct debit, we will reject the payment and you will have to contact the organisation you are meant to be paying about that.
- J. Details of the direct debit scheme in the UK will be given to you when you set up a direct debit with any organisation you want to pay, including details of the Direct Debit Guarantee that may apply.
- K. Please see Section 15(I) of these terms and conditions in relation to cancellation of direct debits.

### **Funds Transfers**

- L. For electronic funds transfers to any account, we have a Funds Transfer Form that you will need to complete, sign and send to us for manual transfers, or you may use our Online or Mobile Banking services to make electronic funds transfers.

### **Debit Card Payments**

- M. When you apply for a debit card for your account (a service not currently available for limited company accounts) you will be given the Debit Card Specific terms and conditions which contain information you need in relation to such payments.

### **Standing Orders**

- N. A standing order is an instruction to us to make a fixed payment at regular intervals e.g., on the same day each month. Any branch or our Customer Contact Centre will be happy to tell you how to set up a standing order. Please see Section 15(J) of these terms and conditions in relation to cancellation of standing orders.

### **Delay or Refusal of Payments**

- O. We may refuse to make a Payment Order from your account if there are insufficient cleared funds in your account (taking account of any agreed overdraft available on your account).
- P. You must ensure that you have and maintain sufficient cleared funds in your account to enable a Payment Order to be made before the start of the Business Day that the Payment Order is to be made.
- Q. There may be a delay in carrying out your instructions to make a Payment Order whilst we (or a third party) make fraud prevention checks.
- R. We may delay carrying out your instructions if we have reasonable grounds to suspect that you have been tricked into providing those instructions as part of an Authorised Push Payment (APP) fraud. Any delay will be limited to the time required to confirm that you are not being defrauded and will not exceed four Business Days from the day we receive your instructions. We will get in touch to explain the reason for the delay, request any information or action from you that may help us determine whether you are being scammed, and keep you informed throughout our investigation, where we are legally permitted to do so. We will also refund you any charges or interest you have incurred directly as a result of the delay, regardless of whether we ultimately processed your payment. This protection will only apply if you are a Microenterprise or Small Charity and the payment you instructed us to make was a Pound Sterling payment to another account in the UK, sent via the Faster Payments System, CHAPS, or as an internal transfer between accounts held with us.
- S. Before making a Payment Order from your account we may take into account any other Payment Orders that have been made or which are to be made from that account on that day. You must take this into consideration and ensure that you have sufficient cleared funds in your account when requesting us to make Payment Orders.

- T. We may refuse to execute a Payment Order (and we shall not be liable to you for any loss) if any one of the following apply:
- i. the Payment Order would exceed any limits that we may set;
  - ii. we are not satisfied that the Payment Order or your instructions are lawful or comply with the account mandate;
  - iii. we consider that your account has been or is likely to be misused;
  - iv. for fraud prevention purposes;
  - v. if we believe or suspect that it is or may be required by Applicable Law not to carry out the Payment Order;
  - vi. we are not able to carry out the Payment Order by any of the payment methods usually used by us.

### **Responsibility for Payments**

- U. If you provide us with incorrect information, we shall not be liable if a Payment Order has not been processed, is delayed and/or is not sent to the intended recipient.
- V. It is the responsibility of the bank of the intended recipient of the funds to make sure that a Payment Order that we have sent is credited to the correct bank account.
- W. If a Payment Order has been processed incorrectly by us and we fail to prove that the funds were received by the intended recipient's bank as required, we will refund your account as appropriate.

## **12. Foreign Payments**

- A. We will apply the Exchange Rate to Payment Orders made by you requiring a currency exchange (except for future dated payments) at the rate we provide or make 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 us.
- B. We will apply the Exchange Rate to future dated Payment Orders applicable at the time that the payment is processed.
- C. If you make a Payment Order that involves an exchange into a foreign currency and that Payment Order is returned to us, we may convert the returned Payment Order back to the original currency at the Exchange Rate applicable at the time. We shall not be liable for any loss that you may incur as a result of any fluctuations in the Exchange Rate.

- D. We will not accept Payment Orders to charities based outside of the United Kingdom.

### **13. Interest**

- A. Interest will be calculated and charged by us in the way explained in our Schedule of Charges for Lending, Trade and Institutions.
- B. Information about our current interest rates applicable on business accounts can be found by contacting our Customer Contact Centre, or from your local Branch or on our website.
- C. We do not pay interest on credit balances on all types of accounts (for example we do not pay interest on business current accounts). Please see the applicable Specific terms and conditions for your account to see if you are entitled to interest.
- D. If your account is an interest earning account, we 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 account (usually at the end of the following month, or the following quarter) in accordance with the Specific terms and conditions.
- E. If your account is overdrawn, you will be charged interest on the overdrawn amount at the end of each day.
- F. Where the rate of interest paid by us on credit balances held in your account has been agreed between you and us, or set by us, we may at our discretion (but we shall not be required to) increase the rate of interest payable on such credit balances with immediate effect without any requirement for us to give you notice.
- G. Where the rate of interest paid by us on credit balances held in your account has been agreed between you and us, or set by us, we may at our discretion (but we shall not be required to) reduce the rate of interest payable on such credit balances, but we will give you not less than two months' notice before we do so.
- H. If you do not want to accept the proposed reduction to the interest rate payable on credit balances held in your account as set out in Section 13(G) of these terms and conditions, you must give to us notice in writing before the change(s) take effect. You have the right to terminate your agreement with us and to close the relevant account without any additional charge by giving to us notice in accordance with these terms and conditions at any time before the date of the proposed change. If you do not give to us notice to that effect, you will be deemed to have accepted and agreed to the reduction to the rate of interest

payable on such credit balances.

## **14. Cut-Off Times**

- A. For manually processed Payment Orders (those not automatically processed by our computer systems) there are cut-off times after which the transaction cannot be carried out on that Business Day.
- B. These cut-off times vary depending on changes in technology, banking practices, regulatory requirements and other matters. You can contact any Branch, our Customer Contact Centre or visit our website to find out the current cut-off time for any particular type of Payment Order.
- C. If we receive a Payment Order on a Business Day before our cut-off time for that type of Payment Order, the Payment Order will be treated as received by us on that same Business Day.
- D. If we receive a Payment Order on a Business Day after our cut-off time for that type of Payment Order, or on a day that is not a Business Day, the Payment Order will be treated as received on the next Business Day.
- E. Our cut-off times depend on the type of Payment Order and the method for making or receiving it and allow a reasonable time for us to check and execute it. Cut-off times may also depend on the currency in which the Payment Order is made.
- F. Where the timing of the execution of your Payment Order is important, please check with us the relevant prevailing cut-off time in advance to ensure that you give instructions for your Payment Order in good time.
- G. Cut-off times may be different for each of our branches. Please contact our Customer Contact Centre or your branch for information about the cut-off times for that branch.
- H. We may set limits on the number or value of the Payment Orders that you can make from your account in any day or other period from time to time.

## **15. Cancellation of Payments**

- A. You usually cannot 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.
- B. You cannot cancel a Payment Order where you have authorised the Recipient to initiate the payment by using a PIN or other personal security credentials.
- C. You cannot cancel a Payment Order for same day effect once you have

authorised the payment (except where we are able to and agree to do so).

- D. 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.
- E. 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 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.
- F. We may make a charge as set out in our Schedule of Charges when you cancel a Payment Order.
- G. When we decline to carry out a Payment Order, we will notify you and where possible inform you of the reasons for our refusal (except in circumstances where we reasonably believe that it would be unlawful for us to do so). We may make a charge as set out in our Schedule of Charges for the refusal to carry out a Payment Order.
- H. Any payments made by way of cheque as per Section 11 of these terms and conditions can be cancelled if the payee of the cheque is still in possession of it or their bank has not yet presented it to us, and you confirm cancellation of the payment.
- I. Any payments made by direct debit as per Section 11 of these terms and conditions can be cancelled by you up to the end of the Business Day before the payment is due to be made. You may cancel the direct debit at a Branch or by calling our Customer Contact Centre.
- J. Any payments made by way of standing order as per Section 11 of these terms and conditions can be cancelled up to the end of the Business Day before the payment is due to be made. You can cancel the standing order at a Branch or by calling our Customer Contact Centre.

## **16. Charges**

- A. When you open your account, you will receive our Schedule of Charges for the day to day running of your account. Please contact our Customer Contact Centre, your Branch, or look at our website for our up-to-date Schedule of Charges.
- B. If we increase any of the charges set out in our Schedule of Charges or introduce a new charge, we will give you at least two months' notice of the new Schedule of Charges before the changes take effect.
- C. If you do not accept the proposed change(s) to our Schedule of Charges notified

to you in accordance with Section 16(B) of these terms and conditions, you must give us notice in writing before the change(s) take effect. You have the right to terminate your agreement with us and to close your account without any additional charge by giving us notice in accordance with these terms and conditions at any time before the date the proposed change is to take effect. If you do not give us such a notice, you will be deemed to have accepted and agreed the changes to our Schedule of Charges.

- D. We will tell you about the charge for any other service or product not included in our Schedule of Charges before we provide it to you. Before we deduct charges for standard account services from your account, we will give you at least 14 Calendar Days' notice of how much we will deduct.
- E. If any sum due and payable by you for charges or anything else is not paid on the due date, you will be liable to pay the interest on that sum at such a rate or rates as we will provide to you from time to time from the date the payment is due up to the date of payment.
- F. If we receive instructions to make a payment from your account for which we need to use the services of an agent or correspondent bank overseas, you may have to pay to the agent or correspondent bank additional charges which we may deduct from your account. Those charges will be in addition to and may not be calculated in the same way as, the charges set out in our Schedule of Charges.

## **17. Statements**

- A. We will provide or make available to you free of charge Statements for your account at least once a month in the form and manner agreed with you (i.e., on paper or electronically by email). Statements will include details of all charges payable by you in connection with your account. Statements will include details of all incoming and outgoing payments from your account enabling you to identify transactions, the amount of each transaction in the currency used in the Payment Order, the exchange rate used and amount after conversion (if any), details of all charges and interest payable by you in connection with your account, and the date the funds were debited from or credited to your account.
- B. You must read your statements carefully. If you suspect that an unauthorised or incorrect payment has been made from your account or another mistake has been made, you must contact our Customer Contact Centre immediately. If you do not contact us immediately, you may not be entitled to have any error corrected or any incorrect payment refunded.

## **18. Hold Mail Service**

- A. Except in relation to Section 28 – Notices - of these terms and conditions, you may request us in writing to provide you with a service whereby all

correspondence and communications from us will be placed in a folder made out in your name and kept at the branch where your account is maintained, for collection by you. We call this a “**Hold Mail Service**”.

- B. We may, if our policies and the Applicable Law permit, agree to your Hold Mail Service request subject to you completing an indemnity in our favour and providing any other documents we ask for.
- C. You understand and agree that it is always your responsibility to read each and every statement and all correspondence or communications from us carefully, whether or not you use our Mail Service. If you request our Hold Mail Service, you agree that all risks and costs of providing the services will be borne by you.
- D. The Bank may at any time refuse a request for, and/or close, the Hold Mail Service made available to you (without being required to give any reason).
- E. The Hold Mail Service is subject to the fees and charges which will be agreed with you in advance.

## **19. Borrowing**

- A. You must always keep your account in credit unless we agree to provide you with an overdraft facility. If we agree an overdraft limit with you, you must not exceed that limit.
- B. If an overdraft limit on your current account is agreed, the interest rate payable on overdrawn balances (and any other charges such as facility or commitment fees) will be shown in the facility letter that sets out the terms of the overdraft.
- C. If an agreed overdraft limit is exceeded, you must immediately pay enough cleared funds into the relevant account to cover the overdrawn amount or the amount that is over your agreed limit.
- D. If your account goes overdrawn without an agreed limit, or if you exceed the agreed overdraft limit, we will charge interest on any unarranged amount, which may be at a rate higher than interest rates applying to overdrafts within agreed limits. We may continue to charge interest at a higher rate until:
  - i. we have agreed a formal borrowing arrangement to cover the excess amount over the agreed overdraft limit; or
  - ii. the cleared balance on the relevant account is brought within your agreed overdraft limit; or
  - iii. there is a cleared credit balance on the relevant account if there is no agreed limit.

- E. The higher interest rate may vary, as set out in our Schedule of Charges for Lending, Trade and Institutions.
- F. We may reduce or increase the overdraft limit for your account, but we will inform you before doing so.
- G. We will inform you about the amount of any commitment and/or arrangement fee we may charge for agreeing your overdraft.
- H. If you exceed an overdraft limit on your account, we may exercise our right of set off. Please see Section 29 of these terms and conditions for further details.
- I. If you have a foreign currency account, different arrangements apply to overdrafts. Please contact your Branch or our Customer Contact Centre for details.
- J. Your responsibility for any borrowing with us is as follows:

**Sole Trader:** you are personally responsible for any monies your business owes to us.

**Partnership:** the account holders/partners are jointly liable for all monies owed to us, and each partner is also individually liable for all those monies owed, even if he or she has subsequently ceased to be a partner unless we have agreed otherwise in writing. We may demand immediate repayment from all and/or any of the Joint Account Holders for all of those monies.

**Companies:** a company is liable for all monies owed by it to us.

- K. We may, as a condition of agreeing to or continuing an overdraft facility, require a third-party guarantee or indemnity (for example from a director, shareholder, or other person or company), or for security or collateral to be given by the account holder or any other such person in support of the guarantee or indemnity given by them.
- L. When it is necessary, in order to comply with the terms of any borrowing (whether arranged or not) applied for by you, for us to instruct external advisers (for example, solicitors and valuers) you will be responsible for the payment of all fees incurred by us with those external advisers. Any additional costs arising from late payment by you of the external advisers' invoices will also be payable by you.

## 20. Security

- A. You must take, and make sure that each of your authorised signatories 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 us for use by telephone, with mobile and online banking and otherwise. We shall call these details your Security Details.

- B. The precautions you must take to protect your Security Details include:**
- i. You **must** keep your Security Details unique to your accounts with us.
  - ii. You **must not**:
    - write down or otherwise record your Security Details in a way that can be understood by someone else.
    - tell anyone else your Security Details.
    - choose Security Details that may be easily guessed by anyone else.
    - 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 and control.
- C. You **must** change your Security Details and contact us immediately by calling our Customer Contact Centre or visiting one of our Branches if:**
- i. you know or suspect that someone unauthorised knows any of your Security Details or has tried to access (or has accessed) your account.
  - ii. a cheque, cheque book, debit card or your Security Details have been copied, lost or stolen.
- D. We may suspend, withdraw or restrict the use of cheques, your debit card or our telephone, Online or Mobile Banking services where we believe or suspect:**
- i. that your Security Details have not been kept safe;
  - ii. there is (or has been) unauthorised or fraudulent use of the Security Details or your account or any payment devices;
  - iii. you have told us that your security has been compromised.
- E. Unless we are unable to contact you, there is a legal reason or there are other circumstances beyond our control preventing us from doing so, we will where reasonably possible notify you before taking the action in Section 20(D) of these terms and conditions and provide our reasons for doing so.**
- F. You must keep your cheque books, cheques, debit card and Security Details secure.**
- G. If you think someone unauthorised may know your Security Details, you must inform us immediately by calling our Customer Contact Centre on 0344 8094258 (for calls from the UK) or +44 20 7780 1000 (for calls from abroad). If**

you fail to do so, any losses may not be our fault and you may be responsible for all instructions that we receive and act on, even if the instructions were not given by you or with your authority.

- H. You must provide us with all the information you have about the misuse of our security procedures or your Security Details. We may pass that information to the police, other banks and regulatory authorities.
- I. By agreeing to these terms and conditions you give us permission to give the police or financial crime agencies any information they need during any investigation.
- J. Unless we can show that you and/or any of your authorised signatories have acted fraudulently, grossly negligently or have not complied with the conditions set out above (or in the relevant Specific terms and conditions), we will refund your account with any payments made which you can demonstrate were not authorised by you. We shall have no further liability.
- K. We shall not be responsible for any losses to you resulting from any breach of security where you and/or any of your authorised signatories have not complied with the conditions set out above (or in the relevant Specific terms and conditions).
- L. If we believe you may have tax obligations in country, we may be required to disclose information about you (or persons connected with your business) directly to those tax authorities, or to HMRC, who may share information with the other tax authorities. We will not be liable for any loss you may suffer as a result of our complying with any legislation or reporting requirements with tax authorities.

## **21. Internet Banking Security**

- A. Technical requirements for our online banking service are set out on our website.
- B. We require that you and/or your authorised signatories follow the guidelines below:
  - i. install appropriate fraud/malware/phishing protection on your computers and networks and keep it up to date.
  - ii. install anti-virus software and keep it up to date.
  - iii. carry out your own regular virus checks and security updates, making sure your operating systems and web browsers have the latest security fixes.

It is your responsibility to make sure that any information stored or shown on

your computers, networks or devices is kept secure.

- C. Never access our online 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.
- D. If you access our 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.
- E. You can access our online banking service by typing in our domain address into your web browser after your initial registration for our internet banking service.
- F. After your initial registration for our online banking service:
  - i. we will never ask you to access our online banking service from a link in an email or by telephoning you and asking you to do so.
  - ii. we 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 us) it is likely to be fraudulent and you **must not supply your Security Details or comply with the request under any circumstances**. You must report any such requests to us immediately.

- G. You must inform us immediately if you notice something is wrong with your internet banking. If you think someone else may have access to your account, or if you notice anything suspicious, you must contact us immediately.
- H. Specific terms and conditions also apply to our online and mobile banking service which will be provided to you when you sign up for that service.

## 22. Data Protection

- A. We collect and hold personal information about applicants and customers (including persons connected with applicants and customers) on our systems and database in accordance with all applicable laws and regulations relating to data protection and data privacy (including the Data Protection Act 2018 and the UK General Data Protection Regulation). We treat such Personal Information as private and confidential in accordance with our Data Protection and Privacy Policy. This is an important document which you should read carefully, and is available in our branch or on our website at <https://hblbankuk.com/pdf-downloads>. Please ask if you would like us to provide a copy to you.
- B. In order to provide you with banking services we may need to transfer and

process Personal Information about you outside the UK and European Economic Area, including in countries that do not have data protection laws (for example, to our parent company, Habib Bank Limited, in Pakistan). When we do so we will ensure that this is done in a manner consistent with UK data protection laws.

- C. We may share your Personal Information with other members of the Habib Bank Group and disclose it outside the Habib Bank Group (for example to fraud prevention or credit reference agencies) only as permitted under these terms and conditions or under our Data Protection and Privacy Policy.
- D. We may use your Personal Information to contact you by post, telephone, text message or email to update you on products and services that we think may be of interest to you. We will ask you if you are happy for us to contact you about such products and services and how you would like us to contact you. If you change your mind then you may withdraw or give consent at any time.
- E. Should you have any queries about the use and storage of information please contact your branch or our Customer Contact Centre. Please note that you can, on request, receive a copy of the personal information we hold about you if you wish. You may be asked to pay a fee for this service.

## **23. Converting Your Business Account**

- A. Where, in our reasonable opinion, there is a valid reason (including a decision by us to no longer offer that type of account) to convert your account into another type of business account offered by us, we may do so by giving you not less than two months' prior notice.
- B. Where we give you notice of our intention to convert your account to another type of business account offered by us in accordance with Section 23(A) of these terms and conditions, you will have a right to close that account by giving written notice to us. You may close your account or switch to any other type of account then offered by us without loss of interest or incurring any additional charges for a further 30 days after the date on which we convert your existing account into another type of business account.

## **24. Closing or Cancelling Your Business Account**

### **Closing by You and Your Cancellation Rights**

- A. You can close your account at any time for any reason without additional charge. We will forward any credit balance plus any accrued interest on your account to you after:
  - i. you have given us notice to end this agreement in writing, delivered to any of our Branches or sent to us by post or by emailing us at

cs@hbluk.com. You can also contact us by phone on our Customer Contact Centre.

- ii. you have returned all (unused) cheques and cards issued by us in relation to your account.
- iii. you have repaid in full any money you owe us including any interest, costs or charges.

Please note that we may require that the notice in 24(A)(i) of these terms and conditions is accompanied by a board resolution, a partnership resolution or other confirmation of the kind and in the form required by us.

**B. After your account is closed:**

- i. all Payment Orders and any other instructions will be cancelled.
- ii. your agreement with us, including under these terms and conditions, will end.
- iii. you must not issue any more cheques or make any other types of payment.
- iv. any cardholders for the account should stop using and return their cards to us.

**Closing by Us**

**C. We may close your account and terminate our agreement with you with immediate effect by notice to you in any of the following circumstances:**

- i. if you have seriously or persistently broken any of these terms and conditions;
- ii. you are, or we reasonably suspect you may be using or obtaining, or allowing someone else to use or obtain, an account, service or money illegally;
- iii. your account is, or we reasonably suspect that your account is being used for an illegal purpose;
- iv. you are, or we reasonably suspect you may be, acting fraudulently;
- v. you are, or we reasonably suspect you may be, involved in criminal activity of any kind whether or not linked to your account or your relationship with us;
- vi. your behaviour is improper, for example you act in a threatening way or use offensive language towards us or our staff;
- vii. you are not entitled to open your account under our own policies, or any

Applicable Law;

- viii. you have been made insolvent or bankrupt, have been wound up by the court or entered into liquidation, have administrators or receivers appointed in respect of your business or property, or propose or enter into an arrangement with creditors for the compromise of your debts, or the legal entity holding the account has been dissolved or struck off any register (or subject to any comparable processes anywhere in the world);
- ix. we have demanded that you repay an overdrawn balance on your account, and you fail to do so;
- x. if your account is dormant as provided in Section 25(C);
- xi. if we reasonably consider that by continuing our agreement with you:
  - we may be in breach of any Applicable Law.
  - we or any other member of the Habib Bank Group may be exposed to action or censure from any government, regulator or law enforcement agency.

In the event there is a valid complaint against us in respect of the reason/s given by us for closing your account, we will withdraw the notice to close the account, and re-open the account should you wish us to do so.

- D. Subject to any applicable Specific terms and conditions or Applicable Law, we may close your account by paying any balance due to you, together with interest at the agreed rate up to and including the date of repayment. If your account is closed for any reason and we make a repayment to you, you will have no further rights to interest or anything else in respect of the account.
- E. If any insolvency or equivalent proceedings are commenced against you then we may do any of the following:
  - i. suspend or stop your ability to make Payment Orders or withdraw funds from your account;
  - ii. suspend or stop your access to online, mobile and telephone banking services;
  - iii. require you to return any debit cards and cheque books;
  - iv. refuse to act on any instructions given by you and/or your authorised signatories 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;
  - v. act in accordance with any orders made by the Court, or in accordance

with the requirements of Applicable Law.

- F. If we 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 we can act on instructions to make Payment Orders from your account, you agree that we may take any of the actions set out in Section 24(E) of these terms and conditions until we receive appropriate authority from the relevant third party.
- G. We will give you notice in writing immediately after your account has been closed for the reasons listed above.
- H. The Applicable Law may require that we do not disclose to you the reason for closing your account.
- I. We may close your account for any other reason by giving you at least three months' written notice.
- J. If we close your account, we will repay any credit balance owed to you by either issuing a cheque in your favour or acting on your written instructions.

## **25. Dormant Business Accounts**

- A. We may treat your account as dormant if you have not been using it. This would happen if for example you had not made any transactions on the account for at least 18 months. We may in those circumstances write to you and request that you either use the account or explain why you are not doing so.
- B. If your account has been dormant for a period of at least 24 months, we may require you to provide suitable up to date evidence of your identity and address and other information before permitting you to continue holding and using your account.
- C. We may close your account in accordance with Section 24(C) if we reasonably consider that your account has been dormant for a period of at least 24 months.

## **26. Limitations on Our Liability to You**

- A. Subject to Section 29 (Set-Off) of these terms and conditions, if we fail 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 we fail to carry out your request correctly, we will refund the amount of any payment and any charges or interest you paid as a result of our failure, as well as pay you any interest we would have paid you on that amount. Otherwise, we will not have any further liability to you.
- B. Our liability under Section 26(A) of these terms and conditions is subject to the

following:

- i. we shall not be responsible to you for any loss you may suffer if we are prevented from or delayed in providing you with any banking or other services as a result of any one of:
  - our compliance with Applicable Law or with these terms and conditions or any Specific terms and conditions.
  - steps taken by us with a view to preventing money laundering, fraud or terrorist financing.
  - industrial action.
  - outage of communications and confirmation systems used between banks generally.
  - non-availability of equipment or supplies, or business disruption on account of natural calamity, riot or terrorism.
  - any other action or event that is beyond our reasonable control.
- ii. we shall not be liable for any business losses or costs you suffer (such as loss of business profit or opportunities) or for any indirect losses for any reason whatsoever;
- iii. we shall not be responsible to you for any delay, indirect, consequential losses or losses that we could not reasonably have expected to foresee;
- iv. we shall not be responsible to you for any delay, indirect or consequential losses, provided that we have acted reasonably.

## **27. Unauthorised Payments and Authorised Push Payment (APP) Fraud Protection**

### **Unauthorised Payments**

- A. If there are any payments on your account that you do not recognise or if someone makes a payment from your account that you did not authorise (including using your Debit Card before you received it) you must tell us as soon as possible.
- B. We will only reimburse you for unauthorised payments from your account where our reasonable investigations confirm that:
  - i. you informed us without delay about the unauthorised payment in accordance with these terms and conditions, any relevant Specific terms and conditions and the Applicable Law;
  - ii. neither you, nor any other account holder or signatory to the account for

whose actions you are liable, has acted fraudulently or has been grossly negligent; and

- iii. the unauthorised payment is not a result of a failure by you or any authorised signatory to comply with the security obligations set out in these terms and conditions or any relevant Specific terms and conditions or the security recommendations published on our website. This includes a failure by you to keep your Security Details or other confidential information about your account secure.
- C. We shall not be liable to reimburse you for unauthorised payments from your account in any event unless you have informed us of the disputed payment no later than 13 months after the debit date of the unauthorised payment.
  - D. If we have made any payment to you in respect of an unauthorised payment from your account and we later become aware of evidence that shows we are not responsible for the unauthorised payment, we shall be entitled to recover an amount equal to the payment refunded by debiting this amount from your account.
  - E. In the event that we are responsible for unauthorised payments as specified in Section 27(B) of these terms and conditions, our liability shall be limited to refunding the amount of the unauthorised transaction and any resulting overdraft interest and charges. We will have no further liability to you.
  - F. When an unauthorised payment has been made from your account as a result of the use of a lost or misappropriated payment instrument, you will be liable up to a maximum of £35 per payment for any losses incurred (except where you have acted fraudulently or with gross negligence, in which case you will be liable for all losses incurred).
  - G. 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 us of those losses or breach of secrecy in accordance with these terms and conditions (except where you or any other account holder or authorised signatory have acted fraudulently, in which case you will be liable for all losses incurred).
  - H. For the avoidance of doubt, we shall not be liable for any abnormal or unforeseen circumstances beyond our control or where our failure is due to our obligations under Applicable Law.
  - I. Nothing in these terms and conditions limits our liability for acting fraudulently or with gross negligence or otherwise excludes or limits our liability to the extent we are unable to exclude or limit it by Applicable Law.
  - J. You are responsible for payment of any debt that arises on your account. Please

refer to our right to set off in Section 29 of these terms and conditions.

### **Authorised Push Payment (APP) Fraud Protection**

- K. Authorised Push Payment (APP) fraud occurs when you are tricked by a fraudster into transferring money to an account that you do not control. If you are a Microenterprise or Small Charity and think that you have been the victim of an APP fraud, you must let us know as soon as possible. We will look into it and provide you with a refund if we are required to do so.
  - L. We will assess your claim individually and on its merits. We may require you to provide information about the transaction and circumstances of the fraud. Additionally, we may also share some of your personal information with the bank that received your payment.
  - M. If your claim is successful, we will refund you up to the maximum amount set by our regulators within five working days of receiving your claim. If we require additional time to investigate, the process may take up to 35 working days. We will keep you informed throughout.
  - N. We may charge an excess fee of up to £100 per claim.
  - O. To be eligible for a refund, the following criteria must be met:
    - i. You must notify us promptly and no later than 13 months from the date of the last fraudulent payment.
    - ii. You must be a Microenterprise or Small Charity.
    - iii. The payment you are claiming for must be a Pound Sterling payment made to a UK account you do not control through the Faster Payments System or CHAPS, or as an internal transfer between accounts held with us.
    - iv. You must have taken reasonable steps to meet the Consumer Standard of Caution. This means that you took reasonable steps to protect yourself from fraud, including by:
      - a. Acting on any warnings provided by us at the time of the transaction.
      - b. Responding to reasonable information requests from us during our investigation.
      - c. Reporting the fraud to law enforcement or allowing us to report it on your behalf.
- Allowances will be made for customers that have been identified as being vulnerable.
- P. We will not refund you in any of the following circumstances:

- i. If we reasonably believe that you did not meet the Consumer Standard of Caution.
  - ii. If your claim is fraudulent or dishonest.
  - iii. If you knowingly participated in the fraud.
  - iv. If the payment you made was for an illegal purpose.
  - v. If the payment you are claiming for is part of a civil dispute. For example, you paid a genuine seller but are not happy with the product or service you received.
  - vi. If the payment you are claiming for was made before 7<sup>th</sup> October 2024.
  - vii. If your claim relates to a payment made by cash or cheque, to a credit union, municipal bank or national savings bank, or through a payments system other than Faster Payments or CHAPS.
- Q. These rules do not apply to payments you send to accounts outside of the UK or any payments using BACS, cash, cheque, or cards.

## **28. Notices**

- A. We may give notice to you for any purpose by any of the following:
- at any postal address notified by you to us for that purpose.
  - at any other address reasonably believed by us to be your registered office or place of business, or at the last address given by you or known to us as your registered office or place of business, or the business address or residential address of any officer, partner, account holder or authorised signatory (in each case even if that address is no longer current) where we reasonably believe that the address notified by you to us is no longer current and you have not given us notice of your change of address as required under these terms and conditions.
- B. Any notice given by us to you in accordance with Section 28(A) of these terms and conditions shall be deemed to be effective and shall be treated as delivered to you on the date it is left at the relevant address or the next Business Day when sent by first class post to the relevant address (whether it is actually received by you or not).
- C. Any notice given by us to you by placing it in your relevant folder kept at the branch in accordance with Section 18 (Hold Mail Service) of these terms and conditions shall be deemed to be effective and delivered to you by leaving it in the relevant folder (whether actually received by you or not).
- D. Any notice given by you to us in accordance with these terms and conditions

must be delivered to the branch at which your account is held.

- E. Any notice given by you to us in accordance with these terms and conditions shall be treated as delivered only on actual receipt by us (and if received on a day when we are not open for business, treated as received on the next day when we are open for business).

## **29. Set-Off**

- A. Unless a court order or the law prevents it, we can take money from your account to reduce or pay off money you owe us. This could include money you owe under a loan, overdraft or other agreement. We can do this even if there is a court decision against you or you are fined, and we can include interest incurred after the date of any final court decision or fine. This is called “set-off” – we transfer a credit balance on one of your accounts to reduce or repay a debt on another of your accounts.
- B. When we are setting off, we may opt to recover any amounts outstanding from any savings accounts credit balances whether they be time or demand deposits held by you, including setting off interest payable by us to you on those savings accounts.
- C. In cases where the credit balances to be set off are in a different currency from the currency in which sums are owed to us, then the currency conversion would be done at our Exchange Rate on the date of set off.
- D. For avoidance of doubt our right of set off may be exercised if you have provided a guarantee in respect of any facility or loan taken out with us by any third party, whether that guarantee is a corporate guarantee or an individual guarantee and whether the third party is a director, officer or partner or otherwise. In such circumstances any credit balances on your accounts can be set off against your guarantee liability.
- E. We can take money from joint accounts you hold with other people to pay off or reduce debts in your name and the other way around.
- F. We will only set-off if we think it is reasonable and we will take into account your circumstances. We will act within regulatory requirements.
- G. We may receive notice or a legal instruction to hold your money or pay it to someone else. If this happens, we will first take off any money you owe us before paying the rest to the person we are required to pay it to, unless the law does not allow this.
- H. If we decide to pay you money to settle a complaint or to pay you compensation for accounts or services provided under this agreement, we may take off any money you owe us from that amount first.

### **30. Immigration Status**

- A. All banks in the UK are required to carry out immigration status checks on people applying to open accounts.
- B. Banks must refuse an application for an account, or to add a signatory or identified beneficiary to a new or existing 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.
- C. If we receive a notification from the Home Office to this effect for a particular person, we will be obliged to comply with it by closing that person's account with immediate effect, removing that person as a signatory to an account or rejecting an application by that person to open an account.

### **31. Banking Hours**

- A. We may change our Banking Hours, or the availability of banking at Branches, by the displaying of notice in our Branches, in the press, by post or by posting on our website.

### **32. Blocking Your Business Account**

- A. If we suspect fraud or other suspicious transactions, we may block your account where we believe it is reasonable to do so to protect you and/or us.
- B. If we take action to block your account we will inform you as soon as possible unless we are unable to do so by law.
- C. If your account is blocked, you will not be able to use it.
- D. If your account is later unblocked, we may be required to carry out the process of verifying your identity and other information about you again.
- E. Once we have verified your identity and other information to our satisfaction, we will reactivate your account.

### **33. Assignment of This Agreement**

- A. We may transfer, assign or pass on our rights and/or obligations under these terms and conditions and/or arrange for any other person permitted to do so under Applicable Law to carry out our rights or obligations under these terms and conditions.
- B. You may not transfer or assign any of your rights or obligations under these terms and conditions.

## 34. Resolving Complaints

- A. If you feel that we have not delivered the standard of service you expect, or if you think we have made a mistake, please let us know as soon as possible, so that we can try to put things right as quickly as possible.
- B. We have a Complaints Handling Policy that we follow, a copy of which can be requested at any time by calling the Customer Contact Centre. It is also available on our website.
- C. In the unlikely event that we are unable to resolve your complaint, or if you remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service (FOS).
- D. FOS provides an out-of-court complaint redress mechanism. You can contact FOS directly at:

Postal address: Exchange Tower, London E14 9SR, UK

Telephone: 0800 023 4567 or 0300 123 9123 (if you are calling from within the UK)

+44 20 7964 0500 (if you are calling from abroad)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## 35. Waiver

- A. We may decide from time to time, depending on the circumstances, not to be too strict about time limits you have to meet or other matters you are required to do under these terms and conditions. As set out immediately below this will not mean that all the terms of these terms and conditions do not continue to apply.
- B. Failure by us to exercise, or any delay in exercising, any right or remedy provided under these terms and conditions or by Applicable Law shall not amount to a waiver of that right or remedy, nor shall it prevent or restrict any further exercise of that right or remedy. No single or partial exercise by us of any right or remedy provided under these terms and conditions or by Applicable Law shall prevent or restrict the further exercise of that right or remedy.

## 36. Third-Party Rights

- A. Nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any term of the agreement between us (whether under the Contract (Rights of Third Parties) Act 1999 or otherwise).
- B. Each of the clauses set out in these terms and conditions is separate from all

other clauses so that if one clause is found to be invalid or unenforceable it will not affect the other clauses.

### **37. Governing Law and Jurisdiction**

- A. All accounts held with us in England, these terms and conditions and any dispute or claim arising out of them are governed by the laws of England, as are all our dealings with you both before and after your account is opened.
- B. You and we both submit to the exclusive jurisdiction of the courts of England to determine any dispute or claim arising out of or in connection with your account, these terms and conditions and all our dealings with you both before and after your account is opened.
- C. The English language will be used in all our communications with you.

### **38. Financial Services Compensation Scheme**

- A. We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible customers when a regulated firm cannot pay what they owe, usually if a firm stops trading or is insolvent. Compensation limits apply depending on the type of claim. Most retail consumers are eligible for compensation from the FSCS.
- B. For further information about the FSCS (including the current limits, amounts covered and eligibility to claim) please ask us or contact the FSCS directly on telephone numbers 0800 678 1100 or 020 7741 4100 or refer to the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).