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For Current Account, Savings Account, Fixed Deposit Account.

## **ABOUT THESE TERMS AND CONDITIONS**

These terms and conditions govern all transactions between the Bank and the Customer and apply to each and every personal Account held by the Customer in addition to any special conditions agreed by the Customer in relation to any individual Account or service. The Customer must not use any of the Bank's personal Accounts for business purposes. The Customer should carefully read and consider these terms and conditions before completing the relevant Account application form. Signature by the Customer of the Bank's application form shall constitute acceptance of and agreement to these terms and conditions and these terms and conditions shall become effective from the date of the Bank's application form. It is recommended that the Customer retains a copy of these terms and conditions for future reference. However, the Bank will, upon request, provide a copy of these terms and conditions to the Customer free of charge. The terms and conditions will be provided by post or email unless the Customer is registered for internet banking. If that is the case, the Bank will provide the terms and conditions electronically and let the Customer know when the terms are ready to view online.

### **1. Definitions**

"Account" means each personal current account, savings account and fixed deposit account held by the Customer with the Bank.

"Account Information Service Provider" means a third party which provides services to allow a Customer to see their accounts with different providers in one place

"Account Mandate" means the document which establishes the Person or Persons who have authority to provide Instructions in respect of the Account and how an Instruction should be signed in order to be properly authorised by the Customer.

"Agent" means any third party required and/or appointed by the Bank to operate or administer the Account.

"Application Form" means the form that the Customer must complete in order to open an Account with the Bank.

"ATM" means the Automated Teller Machine.

"Bank" means the London Branch of the Qatar National Bank (Q.P.S.C.), its successors in title, transferees (Persons to whom the rights and obligations of the Bank under these terms and conditions were transferred) and assigns (Persons to whom the rights of the Bank under these terms and conditions were passed on).

"BIC" means Bank Identifier Code.

"Business Day" means any calendar day other than a Saturday, Sunday, public holiday or bank holiday in the United Kingdom.

"Card" means the new, renewed or replaced debit card issued by the Bank to the Customer.

"Cardholder" means the person who has the right to use the Card and in whose name the Bank issued the Card.

"Card Transaction" means any purchase of goods, services, receipt of benefits and/or reservation made by a Cardholder using a Card or Card number by any means including mail, email, telephone and/or facsimile.

"CDOT" means the Crown Dependencies and Overseas Territories.

"Control" means in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power exercising contractual powers or otherwise and "controls" and "controlled" will be construed accordingly.

"CRS" means the OECD Common Reporting Standards.

"Customer" means the Person or Persons signing the Bank's Account opening form.

"Data Protection Legislation" means all applicable laws and regulations relating to the processing of Personal Data, including (but not limited to): (i) the Data Protection Act 1998 and all other applicable national laws, regulations and secondary legislation implementing European Directive 95/46/EC; (ii) the GDPR and all related national laws, regulations and secondary legislation, including the Data Protection Act 2018; and (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (iv) any orders and codes of practice, guidelines and recommendations issued by the applicable Regulatory Authorities, (v) and codes of conduct notified by the Bank to the Customer and all other applicable national laws, regulations and secondary legislation implementing European Directive 2002/58/EC, in each case as amended, replaced or updated from time to time and together with any subordinate or related legislation made under any of the foregoing.

"Electronic Payment" means a payment made from or received into an Account by the Customer via electronic means described in clause 8.1.

"FATCA" means the Foreign Accounts Tax Compliance Act.

"GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) of the European Parliament and of the council of 27 April 2017 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

"HMRC" means HM Revenue and Customs.

"IBAN" means International Bank Account Number.

"Instruction" means any instruction given by the Customer to the Bank in respect of an Account.

"Joint Account" means an Account which is opened and operated by more than one individual Customer.

"Office" means the Bank's office at 51 Grosvenor Street, London, W1K 3HH.

"Paper-Based Instruments" means travelers cheques, bank drafts (a type of cheque where the payment is guaranteed to be available by the issuing bank), bill of exchange (a written order directing that a specified sum of money be paid to a specified Person), a negotiable instrument (an unconditional order or promise to pay an amount of money) or any other Paper-Based Instrument by which a Person promises to pay another Person a sum of money. For the purposes of these terms and conditions a cheque is not a Paper-Based Instrument.

"Payment Initiation Service Provider" means a third party which the Customer authorises to give payment instructions to the Bank relating to an Account (rather than the Customer giving those instructions to the Bank directly).

"Payment Instruction" means an Instruction from the Customer requesting the Bank to execute a Payment Transaction. For the purposes of these terms and conditions, writing a cheque is not a Payment Instruction.

"Payment Transaction" means a payment made by the Customer from an Account or received by the Customer into an Account either in cash or by an Electronic Payment.

"Person" includes an individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or two or more of the foregoing and, shall include its or their successors and heirs (as appropriate).

"Personal Data" means all personal data processed by a party in connection with these terms and conditions.

"PIN" means the Personal Identification Number provided by the Bank to the Cardholder to be used with the Card where and when required.

"Privacy Notice" means the privacy notice issued by the Bank and available at [https://www.qnb.com/cs/Satellite/QNBUK/en\\_UK/enDataProtection](https://www.qnb.com/cs/Satellite/QNBUK/en_UK/enDataProtection).

"Recipient" means the Person who will receive money paid out of an Account as a result of the execution by the Bank of a Payment Transaction.

"Regulatory Authorities" means all governmental, statutory or regulatory bodies and any other competent authorities in any jurisdiction having responsibility for the regulation or governance.

"HMRC" means Her Majesty's Revenue and Customs, the UK tax authorities.

"Security Details" means any details provided by the Bank to the Customer which allow the Customer to access information and authorise Payment Instructions in respect of an Account (including, for example, a username and password or PIN).

"Tariff of Charges" means the listing of all the charges levied by the Bank, which is given to Customers when they open an Account and can be provided to the Customer, free of charge, at any time upon request.

## USING THE CUSTOMERS' ACCOUNT

### 2. Operation of the Account

- 2.1 The Bank recognises only the Person(s) in whose name(s) the Account has been opened as the owner of the balance of that Account. The funds in an Account are not transferable or assignable by any process whatsoever.
- 2.2 The Bank will:
  - 2.2.1 Accept into any Account any cheque, Paper-Based Instrument and Payment Transaction or other property tendered to the Bank in the Customer's name for the credit of such Account in accordance with clauses 7 and 8 of these terms and conditions, unless it would be illegal for the Bank to do so; and
  - 2.2.2 Pay, honour and debit from any Account any cheque, Paper-Based Instrument and Payment Transaction in accordance with clauses 7 and 8 of these terms and conditions, whether such Account is in credit or overdrawn but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft.
- 2.3 The Bank will mark the Customer's Account as dormant if it has been inactive for at least six months to protect both the Customer and the Bank. The Customer's Account will become inactive if the Customer does not use the Account to receive or make a Payment Transaction within any six month period. The Customer can ask the Bank for details of how to access the Account, including any deposit held within the Customer's Account and how the Customer can reclaim it.

### 3. Statements

- 3.1 Where there are transactions on an Account, the Bank will provide the Customer with a statement free of charge, at least once a month (unless otherwise agreed with the Customer). The statement will be provided by post, unless the Customer is registered for internet banking. If that is the case, the Bank will provide statements electronically unless the Customer, or the law, require otherwise. The Bank will let the Customer know when the Customer's statement is ready to view online.
- 3.2 Where statements are posted to the Customer, they will be posted to the last known address of the Customer unless the Customer expressly requests that statements should be collected from the Bank's Office. No statements will be provided if the Bank has reasonable grounds for believing that the Customer is no longer resident at the address last known to the Bank.
- 3.3 Each statement shall detail all transactions that affected the Account including any cheque, Paper-Based Instrument and Payment Transaction during the period covered by the statement. For Payment Transactions made from the Customer's Account, the following information will be provided:
  - 3.3.1 a reference enabling the Customer to identify each Payment Transaction and, where appropriate, information relating to the Recipient;
  - 3.3.2 the amount of the Payment Transaction in the currency of the Account or in the currency used for the Payment Instruction;

- 3.3.3 the amount of any charges for the Payment Transaction and, where applicable, a breakdown of the amounts of such charges, or the interest payable by the Customer;
  - 3.3.4 where applicable, the exchange rate used in the Payment Transaction by the Bank and the amount of the Payment Transaction after that currency conversion; and
  - 3.3.5 the date on which the funds were debited from the Account for the purposes of calculating interest.
- 3.4 If a transaction was made into the Customer's Account, the following information will be provided in respect of each Payment Transaction:
    - 3.4.1 a reference enabling the Customer to identify each Payment Transaction and the payer and any information transferred with the Payment Transaction;
    - 3.4.2 the amount of the Payment Transaction in the currency in which the Customer's Account is credited;
    - 3.4.3 the amount of any charges for the Payment Transaction and, where applicable, a breakdown of the amounts of such charges, or the interest payable by the Customer;
    - 3.4.4 where applicable, the exchange rate used in the Payment Transaction by the Bank and the amount of the Payment Transaction before that currency conversion; and
    - 3.4.5 the date on which the funds were credited to the Account for the purposes of calculating interest.
  - 3.5 If the Customer requires, the Bank will instead make available the transaction information set out above to the Customer on request. If that is the case, the Bank will make available the transaction information by telephone, in writing or for the Customer to collect from the Bank's Office. If the Customer is registered for internet banking, the Bank may also make available the transaction information electronically once this functionality is available on the Bank's internet banking platform. The Bank will let the Customer know once this functionality is available.
  - 3.6 The liability of the Customer in respect of the amount owed to the Bank as a result of these transactions shall not be affected by a delay or failure by the Bank to send a statement to the Customer.
  - 3.7 The Bank will send the Customer additional regular statements if the Customer requests this. A charge applies for this service. The Bank's Tariff of Charges is available, free of charge, at any time upon request and can also be accessed at [https://www.qnb.com/cs/Satellite/QNBUK/en\\_UK/enTariffOfCharges](https://www.qnb.com/cs/Satellite/QNBUK/en_UK/enTariffOfCharges).
  - 3.8 The Customer agrees to notify the Bank (by post, phone, facsimile, email or by visiting the Bank's Office) about any inaccuracies, errors or unauthorised or incorrectly executed Payment Transactions that the Customer identifies on a statement, or in any other way, without undue delay and in any event within 13 months of the credit/debit date of the transaction concerned. How the Bank deals with unauthorised payments depends on whether the payment was made when the Customer's Account was in credit or overdrawn. For example, this 13 month time limit does not apply to unauthorised Payment Transactions if the Customer's Account was overdrawn.
  - 3.9 The Customer agrees to notify the Bank in accordance with clause 3.8 if the Customer thinks there is an unauthorised or incorrect Payment Transaction on an Account if a Payment Initiation Service Provider is involved in making the payment.
  - 3.10 Where the Bank refers to Payment Initiation Service Providers and Account Information Service Providers in these terms and conditions, the Bank means a company which is authorised by the Financial Conduct Authority or another European Regulator to provide the relevant service. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell the Customer whether a company is authorised. The Customer should always consider the implications of sharing Security Details and its personal information.

## OVERDRAFTS, CHARGES AND HOW THE BANK PAYS AND CHARGE INTEREST

### 4. Charges and Interest

- 4.1 The Bank shall be entitled without reference to the Customer to debit the Account in respect of all charges contained in the Tariff of Charges including, without limitation, all charges for cheques returned unpaid, stopped cheques and service charges if the balance on an Account falls below the minimum required for that type of Account (as specified in the Tariff of Charges) during a calendar month. Where the Customer accumulates charges which are not contained in the Tariff of Charges (or where the Bank has not informed the Customer of the charges at the time the service is provided), the Bank will let the Customer know, in accordance with clause 25.2, at least 14 days before the Bank deducts the charges from the Customer's Account.
- 4.2 Other taxes or costs may exist that are not paid via the Bank or imposed by the Bank. It is the Customer's responsibility to pay these charges.
- 4.3 The interest rates that the Bank uses are set out in the Tariff of Charges. The interest rate applied will also appear on the Customer's Statement and the Customer can contact the Bank's Office to find out the rate which will apply at any time.

### 5. Overdraft

- 5.1 The Customer shall not allow an Account to become overdrawn except with the prior written approval of the Bank. The Bank may return cheques unpaid and ignore Payment Instructions at its discretion in order to maintain an Account in credit or within the limit of an overdraft approved by the Bank. Where the Bank refuses to carry out a Payment Instruction, the Bank will notify the Customer in accordance with clause 12.2 of these terms and conditions. If there are not sufficient funds in an Account to allow all the cheques and Payment Instructions payable on a given day to be paid, the Bank has the right to determine which cheques to honour and Payment Instructions to execute. Alternatively, the Bank may decide to allow a payment to be made, whether in relation to a cheque or a Payment Instruction despite the lack of sufficient funds in an Account. In such cases an overdraft will have been created without the prior written approval of the Bank and such overdraft will be referred to as an unauthorised overdraft.
- 5.2 The Customer shall pay interest on any overdraft whether such overdraft is approved in writing by the Bank or not. The interest rate applicable to an overdraft approved in writing is the rate that the Bank indicated to the Customer when the overdraft was approved by the Bank. Unauthorised overdrafts will be charged at the rate set out in the Bank Tariff of Charges.
- 5.3 Interest payable on overdrafts is calculated on the daily debit balance on any overdrawn Account. Interest shall be debited from the Account at the end of each month.
- 5.4 The Customer can obtain more information on the calculation of interest payable on overdrafts from the Bank's Office. The Customer shall repay any overdraft together with all interest and other charges due to the Bank immediately upon demand by the Bank.
6. Credit interest
- 6.1 Interest on Savings Accounts is calculated on the minimum credit balance of the Account each calendar month and shall be credited in arrears quarterly. Interest on Fixed Deposits is calculated on the daily credit balance and shall be credited to the Account at maturity.
- 6.2 Interest will be paid gross. If the total amount of interest the Customer earn exceeds any Personal Savings Allowance that the Customer is entitled to, the Customer may need to pay tax to HMRC at the relevant rate.
- 6.3 The interest rates that the Bank uses are set out in Tariff of Charges, The interest rate applied will also appear on the Customer's statement and the Customer can contact the Bank to find out the rate which will apply at any time, or find details of the rates at the Bank's Office.

## PAYMENTS

### 7. Cheques and other Paper-Based Instruments

- 7.1 If the Account is a Current Account, the Bank may at its discretion issue the Customer with a cheque book. Cheque books may be directly couriered to the Customer or held at the Bank's Office or local branch for collection. The Customer shall exercise due care when drawing any cheques and ensure

that there are sufficient funds in the Account (including any approved overdraft) to allow the Bank to honour any cheques drawn.

- 7.2 Acting only as the Customer's collection agent (this means that the only obligation of the Bank to the Customer is to ask the bank of the Person who wrote the cheque to honour it), the Bank may agree to accept, but without assuming any responsibility for their payment, cheques and Paper-Based Instruments for deposit, provided they are made out in favour of the Customer or endorsed to their order (this means that the Person who should have benefitted from the instrument has stated on the reverse of the instrument that they wanted it to be paid to the Customer and signed the statement).
- 7.3 If more than one cheque or Paper-Based Instrument is presented to the Bank on any one Business Day and the Customer does not have sufficient funds in the Account to enable the bank to honour all such items the Bank may choose which of the items it will honour, irrespective of the date of issue of each item.
- 7.4 If the Customer deposits a cheque on an Account, the Bank has to collect payment from the paying bank. The time it takes to collect the payment so that the Customer can use the funds will depend on whether the Bank processes a paper cheque or an imaged cheque.

### 7.5 Paper cheques

When will the funds be available?	Number of working days after the working day that the cheque is received by the Bank
When will the Customer start earning interest on the funds?	Day 2
When will the Customer be able to withdraw the funds?	Day 4
When is the last day the paying bank can recall the funds and the Bank can withdraw the funds from the Customer's Account (without consent)?	Day 6

For example, if the Customer deposits a cheque on an Account on a Monday, the funds will (in a week where there is no public or banking holiday) count for the calculation of credit or overdraft interest on the Wednesday, and the Customer will be able to withdraw the funds on Friday. The following Tuesday is the last day when the cheque can bounce and on the Wednesday, the money belongs to the Customer (unless the customer is a knowing party to fraud).

### 7.6 Imaged cheques

When will the funds be available?	Number of working days after the working day that the cheque is received by the Bank
When will the Customer start earning interest on the funds?	Day 1
When will the Customer be able to withdraw the funds?	Day 1
When is the last day the paying bank can recall the funds and the Bank can withdraw the funds from the Customer's Account (without consent)?	Day 1

For example, if the Customer deposits a cheque on an Account on a Monday, the funds will count for the calculation of credit or overdraft interest on the Tuesday, the Customer will be able to use the funds after the funds appear in the Customer's Account on Tuesday and the paying bank can recall the cheque at any time until the funds appear in the Customer's Account on the Tuesday.

The two clearing cycles above will run in parallel until the image-based clearing system in clause 7.5 replaces the "2-4-6" process set out in this clause 7.6. For details on what clearing cycle is applicable to an Account at any time, the Customer should contact the Bank's Office. The Bank will let the Customer know when the new faster clearing process in clause 7.5 is in place for all cheques.

- 7.7 When the Bank accepts a Paper-Based Instrument for deposit in accordance with clause 7.2, the Customer cannot withdraw the sum credited to the Account in respect of the Paper-Based Instruments until the Bank receives payment of the amount

specified in the Paper-Based Instrument. If the amount specified in the Paper-Based Instrument fails to be paid when due under the Paper-Based Instrument, then the Bank will return the Paper-Based Instrument to the Customer and debit any Account or demand payment from the Customer for any amounts credited to the Account in respect of the Paper-Based Instrument together with the credit interest earned by the Customer or the overdraft interest avoided by the Customer because of the amounts credited to the Account in respect of the Paper-Based Instrument.

7.8 When the Customer delivers a Paper-Based Instrument to the Bank in exchange for a payment from the Bank and the amount specified in the Paper-Based Instrument fails to be paid when due under the Paper-Based Instrument, then the Bank will debit any Account or demand payment from the Customer for the amount paid by the Bank to the Customer in respect of the Paper-Based Instrument together with the Bank's standard rate of interest as set out in the Tariff of Charges.

7.9 The Bank or its Agents shall not be held liable for the dishonor of a cheque or a Paper-Based Instrument or non-payment and return of cheques or Paper-Based Instruments.

7.10 The Bank shall not be liable or responsible for failure to give notice of non-payment or dishonour of any cheque or Paper-Based Instrument or for any claims, losses or expenses which may arise as a result of returning any dishonoured cheque and Paper-Based Instrument by registered mail or any hand delivery.

## 8. Electronic Payments

8.1 The Bank offers the following means to execute an Electronic Payment;

- 8.1.1 CHAPS – a quick and effective means to transfer sterling payments within the UK.
- 8.1.2 Faster Payments – a system for transferring urgent sterling payments within the UK.
- 8.1.3 SWIFT – a system for transferring sterling payments out of the UK or for transferring non-sterling payments within or out of the UK.
- 8.1.4 Standing Order (S/O) – a system for transferring regular non-urgent sterling payments within the UK on a specified date.
- 8.1.5 Direct Debit – a system allowing third parties to transfer regular non-urgent sterling payments within the UK from the Account on a specified date.
- 8.1.6 Internal Transfer – a means to transfer payment in any currency from an Account to another Account held by the Bank.

8.2 If the Customer makes a Payment Transaction, it will be credited to the Recipient's bank account as follows:

Type of payment	How long it will take from when the Bank receives the Customer's instruction in accordance with clause 10.1
Payments in sterling within the UK	End of the next Business Day
Payments in euro within the EEA	End of the next Business Day
Payments in EEA currencies within the EEA (other than payments in sterling within the UK or payments in euro within the EEA)	End of the fourth Business Day
Payments in non-EEA currencies or to a country outside of the EEA	Please contact the Bank for further details

8.3 Where the Customer initiates a Payment Instruction by way of a paper payment order, the Bank will credit the Recipient's bank account at the end of the second Business Day following the time of receipt of the Payment Instruction in accordance with clause 10 of these terms and conditions.

8.4 Electronic Payments received by the Bank will be credited to the Account and available for the Customer to spend on the day of receipt. If the details provided to the Bank are insufficient for the Bank to be able to identify the Account to which the Electronic Payments should be credited, the Bank will, in such circumstances, make all reasonable efforts to ascertain the Account to which the Electronic Payments should be credited (including by making contact with the remitting bank) and will apply the funds as soon as is practically possible.

8.5 The Bank levies a charge for transferring money out of an Account by Faster Payments, CHAPS and SWIFT as well as for setting up and amending Standing Orders. Such charges are described in the Tariff of Charges.

## 9. Information to be Submitted in order to Effect a Payment by Electronic Payment

9.1 For electronic transfers of funds and SWIFT payments:

9.1.1 The Customer must provide the Bank with all of the following details when required:

9.1.1.1 the correct details of the Recipient's bank including the bank's SWIFT BIC, address, sort code or national bank code;

9.1.1.2 the Recipient's bank account number, or IBAN if paying to a bank within the EU, EEA or Switzerland;

9.1.1.3 the Customer's own Account number, name and address; and

9.1.1.4 the Recipient's reference (if applicable).

9.1.2 If the Customer wishes to receive electronic transfers of funds or SWIFT payments, the Customer must provide the sender with the required details (which could, for example, include the BIC and IBAN relating to the Customer's Account).

9.1.3 The Customer must also provide the Bank with the name and address of the Recipient to whom the payment is to be made for the Bank's anti-money laundering, counter terrorist funding or anti-bribery and corruption requirements. The Bank will not use the Recipient's name and address for the purpose of processing the Payment Transaction.

9.2 For Internal transfers:

9.2.1 Unless clause 9.2.2 applies, the Customer must give the Bank all of the following details:

9.2.1.1 the sort code and account number of the Recipient's bank account;

9.2.1.2 the date on which payment is to be deducted from the Customer's Account; and

9.2.1.3 any reference the Customer has which identifies the payment (this may include a reference to the Customer or the recipient).

9.2.2 If the Customer does not have the sort code and account number for the Recipient's account but has made a payment to the Recipient before from the Customer's Account and the Bank has set up their information on the Customer's Account, the Bank may make the payment in the absence of this information if, in its opinion, the circumstances justify this.

9.2.3 The Customer must also provide the Bank with the name and address of the Recipient to whom the payment is to be made for the Bank's anti-money laundering, counter terrorist funding or anti-bribery and corruption requirements. The Bank will not use the Recipient's name and address for the purpose of processing the Payment Transaction.

## 10. Form and Deadline for the Submission of a Payment Instruction

This clause explains in respect of each type of Payment Transaction how the Customer may give Payment Instructions to the Bank, the form of the Payment Instruction and the procedure that the Customer must follow to give consent to the execution of a Payment Transaction or a series of Payment Transactions (which shall therefore be deemed to have been authorised by the Customer). It also explains when a Payment Instruction will be received by the Bank.

10.1 Payment Instructions in respect of Payment Transactions to be executed by Faster Payments/CHAPS/SWIFT/Standing Orders/Internal Transfers:

Method of giving a Payment Instruction	How does the customer authorise the Payment Instruction?
Face to Face meeting with one of the Bank's employees	Identifying themselves and presenting a passport or a driving license with a photograph and signing the Payment Instruction in accordance with the Account Mandate.
Post or Facsimile	Successfully completing a call back process to identify the Customer and confirm the Payment Transaction. The Bank may request alternative or additional proof of authenticity of such Payment Instructions.
Through a Payment Initiation Service Provider	Following the procedures required by the payment initiation service provider to confirm the Payment Instruction.
Through the Bank's internet banking/mobile banking service	Entering the Customer's Security Details and following the procedures required by the Bank's service to make a payment.
Using the Customer's Card	Entering the PIN or providing the Card number and CVV code (found on the back of the Card).

- 10.1.1 Subject to clause 10.1.3, a Payment Instruction is deemed to be received by the Bank on the Business Day that the Customer successfully authorises the Payment Instruction in accordance with clause 10.1. Where the Bank receives a Payment Instruction after the applicable cut-off times, or on a day which is not a Business Day, the Payment Instruction will be considered as received on the following Business Day.
- 10.1.2 Different types of Payment Instructions (including those in different currencies) have different cut-off times. The Customer can find details of the cut-off times for the Payment Instructions in clause 10.1 in the Tariff.
- 10.1.3 If a Customer instructs the Bank to make a payment on a future date or a series of recurring payments on future dates, the Bank will treat the Payment Instruction as received on that future date.
- 10.1.4 Fax instructions will only be accepted by prior agreement with the Bank and the Customer acknowledges that the giving of Payment Instructions via facsimile is not secure and that the Customer cannot be assured of privacy or confidentiality when using this form of communication.
- 10.1.5 Unless the Customer and the Bank have agreed otherwise, the Bank shall not accept Payment Instructions via e-mail.
- 10.2 Payment Instructions in respect of Payment Transactions to be executed by Direct Debit:
- A Payment Transaction to be executed by Direct Debit is authorised by the Customer if the Customer completes the Direct Debit instruction provided by the Recipient. The Payment Instruction is received by the Bank on the Business Day when the Recipient's bank requests the payment from the Bank.
- 10.3 Payment Instructions in respect of a cash transaction:
- 10.3.1 The Customer authorises a cash withdrawal from an Account other than at an ATM if the Customer presents a passport, Qatar identity card or a driving licence with a photograph and the cheque book (if any) for the relevant Account at the Bank's Office in the UK.
- 10.3.2 In the case of a withdrawal, the Payment Instruction is received by the Bank at the time the cash is paid out to the Customer. In the case of a deposit, the Payment Instruction is received by the Bank at the time the cash is deposited to the Bank's Office and the deposit will be credited to the Account and available for the Customer to spend immediately if the deposit is in the same currency as the Account.
- 10.3.3 The Bank currently does not charge the Customer a commission in respect of cash deposits to and withdrawals from an Account if such deposits and withdrawals are not in the same currency as the Account. However, should the Bank introduce such a commission, it would notify the Customer in accordance

with clause 16 and send the Customer a copy of the Tariff of Charges.

- 10.3.4 Conversion from one currency to another shall be at the Bank's rate of exchange which applies from time to time. The exchange rate applied will appear on the Customer's statement and the Customer can contact the Bank's Office to find out the rate which will apply at any time.

## 11. Revocation of a Payment Instruction

Customers cannot cancel a Payment Instruction once received by the Bank, unless the Customer has asked the Bank to make a Payment Transaction on a future date or a series of payments on future dates. If a Customer has asked the Bank to make a payment or a series of payments on a future date, the Customer can cancel its Payment Instructions before 3:30pm on the Business Day before that future date. Customers can cancel their instruction by telephone, followed by written confirmation sent by facsimile or email.

## 12. Refusal of Payment Instructions

- 12.1 The Bank may refuse to carry out Payment Instructions in the following circumstances:
- 12.1.1 if it is not reasonably satisfied that the transaction is lawful, or if it would contravene a relevant regulation or law or expose the Bank to action from a government or regulator; or
- 12.1.2 if there are not sufficient funds available from the Account (including any approved overdraft); or
- 12.1.3 if any of the conditions set out in these terms and conditions has not been satisfied; or
- 12.1.4 if there is a factual error in the Payment Instruction; or
- 12.1.5 the Bank becomes aware of any dispute between Joint Account holders; or
- 12.1.6 the Bank believes that the Customer's Account is being used fraudulently; or
- 12.1.7 the amount of the payment exceeds any applicable limit.
- 12.2 In such circumstances the Bank will (unless it is unlawful for the Bank to do so) contact the Customer by telephone, facsimile or email as soon as possible (and in any event no later than the end of the Business Day following receipt of the Payment Instruction by the Bank (clause 10 explains when a Payment Instruction is received by the Bank) to advise that the Payment Transaction will not be made, provide its reasons and indicate the procedure to rectify factual errors (if any).
- 12.3 There are limits on certain types of payments the Customer can make (e.g. limits for ATM withdrawals, limits for making contactless payments). The Bank will tell the Customer what these limits are and they may change from time to time. The Bank also applies limits to payments sometimes for security reasons and, for security, the Bank cannot always tell the Customer what these are.
- ## 13. Responsibility for Unauthorised Payment Transactions
- 13.1 The Customer is responsible for all the losses he incurs in respect of a Payment Transaction that he did not authorise:
- 13.1.1 where the Customer has acted fraudulently; or
- 13.1.2 where the unauthorised Payment Transaction occurs when the Customer is in credit and the Customer has with intent or gross negligence failed to:
- 13.1.2.1 use any Card and/or Security Details in accordance with these terms and conditions;
- 13.1.2.2 notify the Bank without delay in accordance with clause 3.8 on becoming aware of the loss, theft, misappropriation or unauthorised use of Security Details and/or Card;
- 13.1.2.3 take all reasonable steps to keep any Card and/or Security Details safe.
- 13.2 The Customer is responsible up to a maximum of £35 for any losses incurred in respect of unauthorised Payment Transactions arising from the use of any lost, stolen or misappropriated Security Details or Card before they are notified to the Bank in accordance with clause 3.8. The Bank won't hold the Customer responsible up to £35 where:

- 13.2.1 the loss or theft of the Security Details or Card was not detectable by the Customer prior to the Payment Transaction (unless the Customer has acted fraudulently); or
- 13.2.2 the loss was caused by the acts or omissions of an employee, agent or branch of the Bank, or an entity which carried out activities on behalf of the Bank.
- 13.3 Except where the Customer has acted in accordance with clause 13.1.1 of these terms and conditions, the Customer is not responsible:
- 13.3.1 for any losses incurred in respect of any unauthorised Payment Transaction arising after the Customer notified the Bank of the loss, theft, misappropriation or unauthorised use of the Security Details or Card in accordance with clause 3.8;
- 13.3.2 if the Bank failed to provide the Customer with appropriate means of reporting the loss or theft of the Security Details or Card; or
- 13.3.3 where the Customer's Card or Security Details have been used in certain circumstances to buy something online or at a distance.
- 13.4 The Customer must notify the Bank of an unauthorised Payment Transaction in accordance with clause 3.8. If the Customer fails to do so, the Customer may not be entitled to a refund for an unauthorised Payment Transaction.
- 13.5 Where the Bank is responsible for an unauthorised Payment Transaction, the Bank will refund the amount of the unauthorised Payment Transaction and any resulting interest and charges to the Customer and pay the Customer any interest that the Customer has missed out on so that it is as if the unauthorised Payment Transaction had not taken place. The Bank will have no further liability to the Customer.
- 13.6 The Customer shall assist the Bank or its Agent in the investigation of the loss, theft, misappropriation or unauthorised use of the Security Details or a Card. The Customer consents to the disclosure to Agents of any relevant information concerning the Account in connection with such investigation.
- 14. Responsibility for Incorrectly Executed Payment Transactions and payments made by mistake**
- 14.1 Payment Transactions initiated by the Customer:
- 14.1.1 The Bank will execute Payment Transactions based on the information that the Customer has provided in accordance with clause 9. Where incorrect information is provided by the Customer, the Bank will not be responsible if the Payment Transaction is not executed, if it is delayed or if it is executed incorrectly. However, the Customer may ask the Bank to recover an incorrect payment and the Bank will make reasonable efforts to do so. Where the Bank is unable to recover the funds, the Bank will, on receipt of a written request from the Customer, provide all available and relevant information in order for the Customer to claim repayment of the funds. Where the Customer provides the Bank with information additional to that required in clause 9, the Bank will only be responsible for executing a Payment Transaction in accordance with the information required in accordance with clause 9.
- 14.1.2 Where the Customer provides the Bank with the information required by clause 9 and that information is correct, then the Bank is responsible to the Customer for the correct execution of the Payment Transaction unless it can prove to the Customer and, where relevant, to the Recipient's bank, that the Recipient's bank received the payment within the timescales for executing payments set out in clause 8.2. Where the Bank can prove this, the Recipient's bank is responsible to the Recipient for the correct execution of the Payment Transaction and must immediately make available the payment to the Recipient and where applicable, credit the corresponding amount to the Recipient's account.
- 14.1.3 When the Bank is responsible for the correct execution of a Payment Transaction under clause 14.1.2 and it did not execute it correctly, the Bank will, provided the Customer notified the Bank about the incorrectly executed Payment Transaction within the timescale set out in clause 3.8, refund without undue delay the Account with the amount debited in respect of the non-executed or defective Payment Transaction and, where applicable, restore the debited Account to the state in which it would have been had the defective Payment Transaction not taken place, for example, by refunding any charges or interest as appropriate and paying the Customer any interest that the Customer has missed out on so that it is as if the incorrectly executed Payment Transaction had not taken place. The Bank will have no further liability to the Customer.
- 14.1.4 Upon request, the Bank will also make immediate efforts to trace the non-executed or defective Payment Transaction free of charge and notify the Customer of the outcome in accordance with clause 25.2.
- 14.1.5 If the Customer asks the Bank to make a payment to someone else in the EEA and the Recipient's bank receives it later than the Bank is legally required to send it to them, the Customer can ask the Bank and the Bank will contact the Recipient's bank and ask them to correct the amount of interest and charges on the account with their customer (so that it is as if the payment was received on time).
- 14.2 Payment Transactions initiated by the Recipient:
- 14.2.1 When the Customer agrees to make a payment to a Recipient by Direct Debit (or any other method where the Payment Transaction is initiated by the Recipient) then the Recipient's bank is responsible to the Recipient for the correct transmission of the instruction relating to the payment to the Bank and must immediately re-transmit any instruction which failed to be transmitted properly to the Bank.
- 14.2.2 Where the Recipient's bank can prove to the Recipient and, where relevant, to the Bank, that the payment instruction was correctly transmitted to the Bank, then the Bank must, provided the Customer notified the Bank about the incorrectly executed Payment Transaction within the timescale set out in clause 3.8, refund without undue delay the Account with the amount debited in respect of the non-executed or defective payment and, where applicable, restore the debited Account to the state in which it would have been had the defective Payment Transaction not taken place, for example, by refunding any charges or interest as appropriate and paying the Customer any interest that the Customer has missed out on so that it is as if the incorrectly executed Payment Transaction had not taken place. The Bank will have no further liability to the Customer.
- 14.3 Payments by mistake:
- 14.3.1 If a payment from someone else is added to the Customer's Account by mistake or the bank that sent it asks for it back, the Bank can deduct the payment from the Customer's Account or put a hold on the money so that the Customer cannot spend it. The Bank does not have to tell the Customer before it does this, even if this results in the Customer's Account going into an authorised or unauthorised overdraft.
- 14.3.2 The Bank may also pass on information about the Customer to the other bank to help them recover the funds, which could include personal information that the Bank holds about the Customer.
- 15. Refunds of Payment Transactions Initiated by or through the Recipient**
- 15.1 When the Customer authorises a Payment Transaction within the EEA which is initiated by or through a Recipient (for instance in the case of Direct Debit) but
- 15.1.1 the exact amount of the Payment Transaction was not specified when the authorisation was given; and
- 15.1.2 the amount of the Payment Transaction exceeds the amount that the Customer could reasonably have expected, taking into account the Customer's previous spending pattern, these terms and conditions and any other relevant circumstances (excluding variation in exchange rates), then the Customer is entitled to a refund from the Bank of the full amount of any such Payment Transaction provided that the Customer requests a refund from the Bank within eight weeks from the date on which the funds were debited from an Account.

- 15.2 However the Customer is not entitled to a refund under clause 15.1 where:
- 15.2.1 the Customer has authorised the Payment Transaction directly with the Bank; and
- 15.2.2 if applicable, information on the Payment Transaction was provided or made available by any means to the Customer at least four weeks before the due date by the Bank or by the Recipient.
- 15.3 In order to assist the Bank in determining whether the conditions in clause 15.2 are satisfied the Customer must provide such information as is reasonably requested by the Bank. If these conditions are satisfied, the Bank will refund to the Customer the full amount of the Payment Transaction. If they are not, then the Bank will explain to the Customer why it refused to refund the Customer and indicate to the Customer the bodies to which the Customer may refer the matter. The Bank will refund the Customer or explain its decision not to refund the Customer within 10 business days of receiving a request for a refund from the Customer or, where applicable, within 10 business days of receiving any further information requested under this clause.

## CHANGES, TERMINATION AND CANCELLATION

### 16. Changes to these Terms and Conditions and to the Tariff of Charges

- 16.1 The Bank may change these terms and conditions and the Tariff of Charges by giving at least two-months' notice to the Customer in accordance with clause 25.2.
- 16.2 The Bank may make changes:
- 16.2.1 because it is not going to provide a type of Account or service anymore;
- 16.2.2 because it is changing a service that it offers;
- 16.2.3 due to changes in technology;
- 16.2.4 due to changes to law or regulation, industry guidance or the decisions of a court, regulatory body or the Financial Ombudsman;
- 16.2.5 due to changes in its costs;
- 16.2.6 to correct errors or make these terms and conditions clearer; and/or
- 16.2.7 to reflect changes made by other providers of similar Accounts and services.

The Bank may also need to make changes for reasons not set out here (since the Customer may have an Account with the Bank for a long time) but the Bank will always give the Customer notice as set out in clause 16.1.

- 16.3 The Bank will give the Customer advance notice of a change it intends to make in accordance with clause 16.1. The change will automatically take effect at the end of the notice period and the Customer will be taken to have accepted the proposed change unless the Customer notifies the Bank in writing (by sending or hand delivering a notice to the Bank's Office) that they do not agree to the proposed change.
- 16.4 The Customer must make the notification under clause 16.3 before the end of the two month notice period. If the Customer does not agree to the proposed change, the Customer can close any Account and terminate any service affected by the proposed change at any time before the end of the notice period. There is no charge for this.
- 16.5 If the Bank introduces a new service or features on the Customer's Account which do not require changes to these terms and conditions, the Bank will not necessarily give the Customer advance notice.

### 17. Changes to interest or exchange rates

- 17.1 The Bank may make changes to interest rates for the reasons set out in clause 16.2.
- 17.2 Borrowing Rates:
- 17.2.1 The Bank may change the interest rates that apply to money the Customer has borrowed from the Bank by way of overdraft on a current account. The Bank charges interest based on the Bank's lending rate. Any changes will be notified to the Customer (in person) in advance.
- 17.2.2 The Bank may base interest rates it charges on money the Customer borrows from the Bank on its

assessment of the Customer's ability to meet any financial commitments. This may include considering the Customer's credit history and information held about him/her by Credit Reference Agencies, as well as how the Customer conducts their Account. This means that the interest rate the Bank applies to money the Customer borrows from the Bank may be different to the interest rate the Bank applies to money borrowed by other Customers. The Bank follows these procedures to ensure that there is a fair allocation of the risks and the costs of borrowing between different Customers.

- 17.2.3 Where the interest rate is not based on the Bank's assessment of the Customer's ability to meet his/her financial commitments and how the Customer conducts an Account, the Bank may change it so that it is based on such an assessment. The Bank will make any such change in accordance with clause 16.
- 17.2.4 Where the interest rate is based on the Bank's assessment of the Customer's ability to meet his/her financial commitments and how the Customer conducts his/her Account, the Bank may change the interest rate applied if the Bank's assessment criteria change. The Bank will give the Customer advance notice of any such change in accordance with clause 16.

### 17.3 Rates which apply in relation to the Customer's Account:

- 17.3.1 Where applicable the Bank may change interest rates applied to an Account(s) in the following ways:

- 17.3.1.1 if the change is favourable to the Customer, the Bank shall make the change immediately and notify the Customer personally within 30 days of the date of the change in accordance with clause 25.
- 17.3.1.2 if the change is not favourable to the Customer, the Bank will notify the Customer personally in accordance with clause 25 at least two months in advance of making any change.

### 18. Cancellation of an Account

- 18.1 The Customer may cancel any Current Account or Call Deposit Account without penalty and without giving any reason, within 14 calendar days of the later of:

- 18.1.1 the day the Account was opened; or
- 18.1.2 the day on which the Customer received these terms and conditions sent by the Bank in respect of the opening of the Account.

- 18.2 To cancel any Account of the type listed in clause 18.1 above, the Customer must write to the Bank's Office. The Bank will return the amount deposited by the Customer on the Account to the Customer together with any interest earned within 30 days and clauses 19.6 and 19.7 will apply. The Bank will provide this service free of charge.

- 18.3 If the Customer does not exercise his right to cancel an Account within the time period indicated in clause 18.1, the Customer will lose that right and will need to comply with the conditions set out in clause 19 to close an Account.

### 19. Termination

- 19.1 The contract between the Customer and the Bank under these terms and conditions will last until terminated by the Customer in accordance with clause 19.2 or by the Bank in accordance with clauses 19.3 or 19.4.

- 19.2 The Customer may:

- 19.2.1 close any Account; and/or
- 19.2.2 terminate any service (in whole or in part)

at any time by sending or hand delivering one month's written notice to the Bank's Office. Please refer to clause 29 for further information on closing a Fixed Deposit Account before the end of the term of the deposit.

- 19.3 The Bank may immediately:

- 19.3.1 close any Account; and/or
- 19.3.2 terminate any service, in whole or in part, in the following situations:



## THE BANK'S RELATIONSHIP WITH THE CUSTOMER

### 21. Responsibilities of the Customer

21.1 The Customer agrees to cover all losses, costs, damages, claims and expenses, including legal fees and costs suffered or reasonably incurred by the Bank and all the Bank's servants, employees, nominees, directors and Agents caused solely by the Customer's gross negligence or dishonesty.

### 22. Keeping Cards and Security Details Safe and Reporting Procedures

22.1 The Customer must ensure that:

22.1.1 all Cards and Security Details are kept secure at all times and separate from each other;

22.1.2 Security Details are not made known to any other Person (other than payment initiation service providers and account information service providers where they need the Security Details in order to provide their services to the Customer) and if they are written down they are disguised;

22.1.3 when the Customer selects any numbers to be part of the Security Details they do not include any four numbers in sequence; and

22.1.4 Cards and Security Details are not used after any notification of cancellation or withdrawal of the Card/ Security Details by the Bank or its Agent.

22.2 If any Card and/or Security Details are lost, stolen, misappropriated or at risk of being used without the authorisation of the Customer if the Security Details become known to any Person other than the Customer (or a payment initiation service provider or an account information service provider where they need the Security Details in order to provide their services), or are for any other reason liable to be misused, the Customer must notify the Bank in accordance with clause 3.8.

22.3 The Bank may refuse to allow a payment initiation service provider or an account information service provider access to an Account if the Bank is concerned about unauthorised or fraudulent access. Where the Bank denies an account information service provider or a payment initiation service provider access to an Account, the Bank will tell the Customer by telephone, email or letter and explain the reasons for refusing access before the Bank denies access (where possible), or immediately afterwards (unless telling the Customer would compromise reasonably justified reasons or is unlawful).

23. Stopping Usage of Security Details:

23.1 The Bank has the right to stop the Customer from using any Security Details or a Card if it has reasonable grounds:

23.1.1 to question the security of any Security Details or Card;

23.1.2 to suspect unauthorised or fraudulent use of any Security Details or Card; or

23.1.3 relating to the Customer being unable to pay back any overdraft provided to the Customer.

23.2 Before doing so the Bank will notify the Customer by post or telephone of its intention and give its reasons for doing so. If the Bank is unable to inform the Customer before it stops the use of any Security Details or Card, it will do so immediately afterwards. The Bank will notify the Customer unless such notification would compromise reasonable security measures or is otherwise unlawful.

23.3 If the Bank stops the use of any Security Details or Card, it will replace them as soon as practicable after the reasons for stopping their use cease to exist.

23.4 The Bank shall not be liable to the Customer for any loss or damage arising from or as a result of the Bank stopping the Customer from using Security Details or a Card under these terms and conditions.

### 24. Obligation to report income

24.1 If the Customer is connected with a country (for example because the Customer has income or assets there, or is domiciled or resident there), the Customer may be obliged by law to report its worldwide income to a tax authority in that country (including requirements under FATCA, CRS and CDOT). The Customer should take tax advice if the Customer is in any doubt about its reporting obligations.

- 19.3.2.1 if the Customer has significantly broken any of these terms and conditions; or there has been, or the Bank suspects
- 19.3.2.2 that there has been, fraud in any Account or in any transaction on any Account; or
- 19.3.2.3 if the Bank has reasonable grounds for believing that the Customer has committed or is about to commit a
- 19.3.2.4 crime in connection with any Account; or
- 19.3.2.5 if the Customer has not satisfied any money laundering requirements; or
- 19.3.2.6 if the Bank has demanded that the Customer repays an overdrawn balance on an Account and the Customer fails to do so within 30 days of the Bank's request.

19.4 The Bank will immediately notify the Customer (in accordance with clause 25) after any Account has been closed or service terminated under clause 19.3.

19.5 The Bank may, by giving the Customer at least two-months' notice in accordance with clause 25:

19.5.1 close any Account; and or

19.5.2 terminate any service in whole or in part.

In the case of a Fixed Deposit Account, the Bank will ensure that the end of the notice period coincides with the end of the fixed term of any existing deposit.

19.6 Upon closure of any Account the Customer will:

19.6.1 return any items that belong to the Bank, such as unused cheques and Cards (cutting them up before sending them to the Bank);

19.6.2 repay all sums owed by the Customer to the Bank, including the amount of any Payment Transactions made out of the Account and cheques which have not yet been debited from the Account;

19.6.3 pay any charges and interest owed to the Bank by the Customer; and

19.6.4 cancel any Standing Orders and Direct Debits from the Account.

19.7 Upon closure of any Account the Bank will:

19.7.1 return any balance to the credit of the Account to the Customer by cheque or cash or, if the Customer so requests, by Electronic Payment, in which case the Bank will charge a fee in accordance with the Tariff of Charges;

19.7.2 consider all outstanding Instructions as cancelled by the Customer; and

19.7.3 if a payment is received into a closed Account, the Bank will take reasonable steps to return the payment to the sender.

19.8 The Customer shall bear the cost reasonably incurred by the Bank in closing the Account and terminating the service if the Account was opened less than six months before the date on which it was closed. The Bank will not charge the Customer for the closure of an Account which remained opened for exactly six months or more.

19.9 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued on the Account up to the date of closure of the Account or termination of the service shall survive such closure of the Account or termination of a service.

19.10 If for any reason payments are effected out of the Account after its closure, all sums so paid shall be a debt due from the Customer to the Bank and repayable forthwith.

## 20 Transfer

20.1 The Bank may transfer the whole or any part of its rights or obligations under these terms and conditions without notice to the Customer provided the Bank reasonably believes that the transfer will not affect the quality of the service provided to the Customer.

20.2 The Customer may not transfer the whole or any part of its rights or obligations under these terms and conditions without the consent of the Bank.

24.2 The Bank may be required to share information about the Customer's Accounts with the UK or relevant tax authorities due to law or regulation (either directly or via the local tax authority). Once the Bank has shared information with a tax authority, the authority could then share that information with other appropriate tax authorities. If the Bank needs information or documentation from the Customer about this, the Customer must supply this information. If the Customer fails to do so, the Bank may need to close the Customer's Account. The Bank may also be required by law or regulation to withhold parts of certain payments received into the Customer's Account, and pass the withheld funds to the relevant tax authorities.

## 25 Communication

- 25.1 All correspondence and communications in relation to an Account will be in English.
- 25.2 The Bank will send all notices and communications to the Customer by hand-delivery, post, telephone, SMS, facsimile, email, by uploading messages to the Customer's internet banking portal, or other electronic transmission. All notices and communications will be sent to the last known address, facsimile number or email address of the Customer in the Bank's records. Notices and communications shall be deemed to have been received by the Customer and to be effective two Business Days after such posting to an address in the United Kingdom and five Business Days if posted to an address outside of the United Kingdom, or on the day the facsimile or other electronic transmission or hand-delivery is dispatched.
- 25.3 The Customer shall notify the Bank immediately (by using the contact details provided in clause 25.4) upon any change to the information provided by the Customer in the Application Form.
- 25.4 The Bank can be contacted as follows or as notified to the Customer from time to time:
- 25.4.1 Qatar National Bank (Q.P.S.C), P.O. Box 1000, Doha, Qatar, telephone +974 4440 7777
- 25.4.2 Qatar National Bank (Q.P.S.C.), London Branch, 51 Grosvenor Street, London W1K 3HH, telephone +44 (0)207 647 2600, facsimile +44 (0)207 647 2647
- 25.5 If a notice or a communication could not be delivered or transmitted or was subsequently returned undelivered, the Bank will send it again by a different means (provided that it has the Customer's contact details appropriate to send the notice or the communication by an alternative means). The notice or the communication once sent a second time will be deemed received by the Customer and effective in accordance with clause 25.2 even if it could not be delivered or transmitted or were subsequently returned undelivered.
- 25.6 Please note that if the Customer sends the Bank an email, the Customer should not assume that the Bank has received it unless it is acknowledged or acted upon.
- 25.7 The internet is a public network and its use as a means of communication is thus associated with various risks. Data that is transferred or transmitted over the internet can be read, intercepted, altered, delayed or erased by persons with access to the internet. The forwarding of messages by third parties using a fake address, and the associated misrepresentation of the sender, also cannot be precluded. Thus, the internet is not a suitable tool for transmitting confidential information and business data. Even when publicly accessible data is being transferred it should always be borne in mind that both the sender and the recipient may be identifiable, and that a third party could infer from this the existence of a business relationship.
- 265.8 The Customer acknowledges that access to the internet and/or the transmission of data may be prevented by certain factors outside the Bank's reasonable control (a "Service Disruption Event") including, without limitation, the unavailability in operation or interruption of the internet or other telecommunications services. The Bank does not accept any responsibility and will not be liable for any loss or damage arising from or in connection with any Service Disruption Event. The Bank does not accept any responsibility and will not be liable for the inaccuracy or incompleteness of any information received by the Customer, or by the Bank, via the internet which arises out of or in connection with data transmission, machine or software error, failure of encryption, viruses, or malfunction or from an operating error of the Customer (other than such inaccuracy or incompleteness arising as a result of the Bank's negligence, fraud or wilful default).
- 25.9 The Bank will contact the Customer by telephone, email or letter if there are suspected or actual fraud or security threats relating to an Account.

## 26. Right of set-off and combination of Accounts

- 26.1 If any Accounts the Customer holds with the Bank are in credit and the Customer has failed to pay the Bank any amount which is owed on other Accounts held with the Bank, the Bank may use the money the Customer holds with the Bank to reduce or repay the amount owed. This is called set-off. The Bank can use its right of set-off in respect of Accounts which are held in the Customer's sole name and Accounts held jointly as follows:

Account in credit held in name of:	Right of set-off can be applied against amounts owed on Accounts held by:
Customer	Customer
Customer	Customer and X
Customer and X	Customer and X
Customer and X	Customer
Customer and X	X

The Bank will not use its right of set-off in certain circumstances. For example, it will not use its right of set off against any money which is held in an Account in the Customer's name which does not belong to the Customer, or which the Bank is required to hold by law in an Account in the Customer's name for someone else.

## 27. Exclusion of Liabilities

- 27.1 Unless otherwise expressly agreed by the Bank in writing, the Bank does not assume any advisory, fiduciary or similar or other duties to the Customer. The Bank assumes, and relies on the assumption, that the Customer has taken the necessary independent legal, tax, financial and other advice in relation to any Account or service provided by the Bank to the Customer or any transaction effected by the Bank pursuant to an Instruction.
- 27.2 The Bank is not liable for any failure to comply with its obligations under these terms and conditions due to:
- 27.2.1 abnormal and unforeseen circumstances beyond the Bank's control, the consequences of which would have been unavoidable despite all efforts to the contrary; or
- 27.2.2 the Bank's obligations under European Community or the laws of England and Wales, Scotland or Northern Ireland.
- 27.3 Subject to any law, regulation and any applicable code, the Bank will not be liable for any direct, indirect, incidental, special, or consequential losses or exemplary damages, including, but not limited to, loss of profits, loss of goodwill, use, data or other intangible losses, even if the Bank has been advised of the possibility of such losses, resulting from:
- 27.3.1 the use or the inability to use the Customer's Account;
- 27.3.2 any statements or conduct of anyone in the course of providing the Account; or
- 27.3.3 any other matter relating to the Account.
- 27.4 The Customer agrees to indemnify and fully compensate the Bank and the Bank's service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from any breach of these terms and conditions or as a result of infringing the Bank's intellectual property rights.
- ## 28. Joint Accounts
- 28.1 Customers who hold a Joint Account with the Bank agree to be jointly and severally bound by these terms and conditions (this means that in respect of one Joint Account each of the Customers who hold that Joint Account will be treated as having assumed the obligations imposed by these terms and conditions both individually but also on behalf of all the other Customers with whom they hold the Joint Account) and to be jointly and severally liable in respect of the Joint Account. This means that if some liability arises in respect of a Joint Account, the Bank may choose to proceed against only one of the Customers or some of them or all of them irrespectively of which of the Customers caused the liability.
- 28.2 Where an individual Customer provides an Instruction in respect of a Joint Account, this will be executed by the Bank and deemed authorised only if it complies with the requirements of the Account Mandate.

28.3 Any communication made or notice given to an individual Customer in respect of a Joint Account in accordance with clause 25.2 will be considered as made or given to all the other Customers who hold that Joint Account.

## 29. Fixed Term Deposit

29.1 The Customer shall retain the amount deposited in a Fixed Deposit Account with the Bank until the end of the term of the deposit. Only one deposit may be made into a Fixed Deposit Account. The interest on a Fixed Deposit Account is payable only at the end of the term of the deposit. In the absence of Instructions from the Customer, at least two Business Days prior to the end of the term of the deposit, the fixed deposit, together with the interest accrued, will be renewed for a similar period at the prevailing rate of interest on the date of such renewal. Any withdrawal from a Fixed Deposit Account before the end of the term of the deposit shall render the deposit subject to a lower rate of interest and a fixed withdrawal charge as described in the Tariff of Charges. For details of this withdrawal charge, please refer to the Tariff

## 30. Incapacity of the Customer

30.1 In the event of death, incapacity, dissolution, insolvency or bankruptcy (or other analogous event or proceedings) of the Customer (or in the case of a Joint Account any Person identified as having opened the Account), the Bank shall not be liable for any loss which may arise from any dealings on the Account unless and until the Bank has received notice by post, facsimile or email of the same together with satisfactory documentary evidence as determined by the Bank. Upon receiving such notification, the Bank shall suspend all dealings on the Account until a duly appointed successor or court appointed officer has, in the opinion of the Bank, been suitably empowered to deal with the Account.

## PROTECTING THE CUSTOMER'S INFORMATION

### 31. Information

31.1 Collecting information:

31.1.1 The Bank is required to comply with various laws including laws preventing money laundering terrorism and crime. The Customer must provide all information the Bank requires to enable the Bank to comply with these laws. The Bank may provide this information to third parties for verification purposes or where it is required to do so by law.

31.1.2 The Bank will also obtain information about the Customer and the Accounts by acting upon the Instructions of the Customer, operating the Accounts, monitoring and recording telephone calls and other communications with the Customer. All recordings remain the Bank's property.

31.2 Using information:

31.2.1 The Bank, its Agents and companies within the same group as the Bank will process the information provided on the Application Form and collected as described in clause 31.1 where necessary for the following purposes:

- 31.2.1.1 operating and monitoring the Accounts;
- 31.2.1.2 provision of products and services to the Customer;
- 31.2.1.3 credit assessment;
- 31.2.1.4 updating Customer records, tracing Customers' whereabouts or to contact the Customer about the Account;
- 31.2.1.5 advising the Customer of other products and services offered by the Bank (provided that the Customer has ticked the relevant box in the Application Form);
- 31.2.1.6 insurance, audit, management and administrative purposes of the Bank; and
- 31.2.1.7 producing market research, statistics and management information.

31.3 Disclosure of information:

31.3.1 The Bank will keep information about the Customer and the Accounts confidential. However, the Bank may give information about the Customer and the Accounts to third parties, including:

- 31.3.1.1 organisations who process information to provide credit assessments and to prevent fraud;
- 31.3.1.2 people who provide services to the Bank or who act as the Bank's Agents;
- 31.3.1.3 anyone to whom the Bank transfers its rights and duties under these terms and conditions; and
- 31.3.1.4 anyone to whom the Bank is required to give the information by law;
- 31.3.1.5 other payment service providers, such as when Customers ask the Bank to share information about the Customers' Account with them;
- 31.3.1.6 other account holders or individuals where the Bank has to provide the Customers' information to them because some money paid to the Customer by them should not be in the Customers' Account;
- 31.3.1.7 buyers and their professional representatives as part of any restructuring or sale of the Bank's business or assets;
- 31.3.1.8 joint account holders, trustees, beneficiaries and any person with power of attorney over the Customers' affairs; and
- 31.3.1.9 the Bank's legal and other professional advisers, auditors and actuaries.

31.3.2 The Bank shall obtain the Customer's written consent before providing a banker's reference about the Customer. The Bank may provide information requested by another financial institution to verify the Customer's identity for money laundering, terrorist financing or crime prevention purposes without the Customer's consent in accordance with its legal obligations.

31.4 Personal Data:

31.4.1 Information which relates to an individual and which can be identified is considered Personal Data to which the Data Protection Legislation applies.

31.4.2 If the Customer provides the Bank with Personal Data about another Customer or anyone else, the Customer shall ensure that the Personal Data is accurate, and that the Customer has the permission of the individual to whom the Personal Data relates to share it with the Bank.

31.4.3 How the Bank deals with personal data is described in the Privacy Notice. The Customer shall make available the Privacy Notice to anyone whose Personal Data is provided by the Customer to the Bank.

31.4.4 The Customer agrees that the Bank may process the Customer's Personal Data in accordance with the Privacy Notice.

## ADDITIONAL TERMS AND CONDITIONS

### 32. Global Account Access

32.1 This clause applies to the Customer if it uses the Bank's online and/or mobile banking service (QNB Global Account Access) (the "Service").

32.2 The Service is provided by the Bank and its worldwide subsidiaries and branches. The Service enables the Customer to link and view Accounts which are held and accessible through the Service in one country with Accounts held and accessible through the Services in any other country. Customers may access the Service through the Bank's internet website or mobile app via a supported mobile device. When accessing the Service from any one country in the world, the Customer will be able to view Account information and initiate Payment Transactions in accordance with the applicable local terms and conditions for the relevant QNB entity. The Service is not available in all countries and it is not accessible via mobile devices in all countries.

- 32.3 Use of the Service:
- 32.3.1 The Customer will comply with any instructions that the Bank notifies to the Customer at any time in connection with the use of the Service or the security of the Service. The Bank will never contact the Customer to ask for password(s) or login information.
- 32.3.2 By using the Service the Customer confirms that it is the legal owner of the Account(s) designated by the Customer and that it has authority to use the Service. The Customer will not use the Service for illegal purposes and only to the extent permitted in accordance with these terms and conditions.
- 32.3.3 The Bank owns all rights in the Service and the content displayed on the Bank's site(s). The Customer is only permitted to use this content in connection with the Service. The Customer may not copy, reproduce, distribute, or create derivative works from this content. The Customer must not reverse engineer, reverse or compile any of the Bank's technology, including but not limited to, any Java applets associated with the Service.
- 32.3.4 By using the Service to link and view Accounts that the Customer holds in any one country (the "First Country") with Accounts that the Customer holds in any other country, the Customer acknowledges that tax and/or regulatory authorities in such other countries may, by law, have the right of access the Customer's Account information relating to the Accounts it holds in the First Country and vice versa. Where applicable, the Customer must seek guidance on this from tax and legal advisers.
- 32.4 Service Security:
- 32.4.1 The Customer will provide true, accurate, current and complete information about themselves when using the Service to link Account(s). The Customer must also keep Account information up to date and accurate at all times. The Bank will not be liable to the Customer for any loss that the Customer may incur in the event that the information provided is found untrue, inaccurate and incomplete.
- 32.5 Discontinuance and Changes:
- 32.5.1 The Customer may discontinue its use of the Service at any time by giving the Bank prior notice, upon which, the linking of the Customer's Account(s) will cease. The Customer may also request, at any time, that one or more of the linked Accounts be removed from the Service. Please note the Service will be discontinued if the Customer requests to remove all of its linked Accounts from the Service.
- 32.5.2 The Bank reserves the right to discontinue, temporarily or permanently, the Service at any time either with or without notice if:
- 32.5.2.1 the Customer is in breach of these terms and conditions or the terms of any other agreement with the Bank; including where the customer is a knowing party to fraud;
- 32.5.2.2 the Bank suspects a breach of security;
- 32.5.2.3 the Bank needs to carry out maintenance; or
- 32.5.2.4 for commercial, legal or regulatory reasons, the Bank considers, at any time, that the provision of the Service is no longer viable.
- The Bank will give the Customer 30 days' notice if it discontinues the Service in accordance with this clause 32.5.2, except where (i) clauses 32.5.2.1, 32.5.2.2 or 32.5.2.4 apply or (ii) the Bank needs to undertake any urgent unplanned maintenance work in respect of the Service, in which case the Bank may discontinue the Service immediately.
- 32.5.3 The Bank may change the Service at any time for technical reasons or to improve the Service as is required by law, regulation or any applicable code as published by the Bank. The Bank may also introduce a fee for using the Service in accordance with clause 16.
- 32.5.4 The Bank will not be liable to the Customer, or to any third party, for any changes to or for any discontinuance of the Service.
- 32.6 No Warranties, Limits to QNB Liability and Indemnity:
- 32.6.1 The Bank will endeavor to ensure that any information provided to the Customer through the use of the Service is an accurate reflection of the information contained in the Bank's databases, or where the information is provided by a third party, accurately reflects the information that the Bank receives from that third party. Due to the nature of the Service and to circumstances beyond the Bank's reasonable control, the use of the Service is at the Customer's own risk and the service is provided on an "as is" and "as available" basis. The Bank does not guarantee that the Service will be uninterrupted, timely or error-free and to the maximum extent allowed by law, regulation or any applicable code, the Service is provided without any warranty of any kind, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
- 32.6.2 Subject to any law, regulation and any applicable code, the Bank will not be liable for any direct, indirect, incidental, special, or consequential losses or exemplary damages, including, but not limited to, loss of profits, loss of goodwill, use, data or other intangible losses, even if the Bank has been advised of the possibility of such losses, resulting from:
- 32.6.2.1 the use or the inability to use the Service;
- 32.6.2.2 statements or conduct of anyone in the course of providing the Service; or
- 32.6.2.3 any other matter relating to the Service.
- 32.6.3 The Customer agrees to indemnify and fully compensate the Bank and the Bank's service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from any breach of these terms and conditions or as a result of infringing the Bank's intellectual property rights.
- 32.6.4 The Customer will not conduct transactions under any other terms contrary to applicable sanctions (including if the Customer is a US person, OFAC sanctions or any regulatory referral list).
- 32.6.5 The Service is personal to the Customer and the Customer may not assign it to anyone, or make any commercial use of the Service.
- 33. Personalised Debit Card**
- 33.1 General
- This clause applies to the Customer if the Customers uses the Bank's personalised debit card service.
- 33.1.1 The Card shall be valid for the period specified on the Card and the Cardholder is eligible to use the Card only within the said period.
- 33.1.2 The Card shall be non-transferable, non-pledgeable, and usable only by the Person whose name is embossed/ printed on the face of the Card and whose signature appears on the reverse of the Card.
- 33.1.3 The Bank reserves the right to change the designs of the Card at any time without prior notice.
- 33.1.4 When the Customer requests to issue a new personalised Card or requests to replace an existing Card with a new one, the Customer authorises the Bank to debit the Account with the Card issuance fee according to the Bank's Tariff of Charges.
- 33.2 Receipt and Usage of the Card
- 33.2.1 The Cardholder may collect the Card in person at any of the Bank's branches or the Bank's units through which the Customer applied, or the Card may be sent by post/courier, at the Cardholder's risk, to the address mentioned on the Card issuance application, or to the address made available to the Bank by the Cardholder in writing or by telephone.

- 33.2.2 The Cardholder shall immediately sign the Card upon receipt and exercise due diligence and care to keep the Card in safe custody against loss, theft, misuse, misplacement, or any other risk.
- 33.2.3 The Bank shall bear no responsibility/liability towards the Cardholder for any loss or damage to the Cardholder arising as a result of any disruption, failure or defect in any ATM, electronic device, communication system, facilities, data processing system, transaction link, or any industrial, or other dispute, or anything, or cause, whether beyond the control of the Bank, or otherwise that prevents the Cardholder from completing a Card Transaction.
- 33.2.4 The Bank shall not be responsible/liable for any non-acceptance of the Card for any reason whatsoever by any merchant, ATM, or a bank's branch or unit. Additionally, the Bank will not be liable for merchant surcharge.
- 33.2.5 The Card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the Card member's or Bank's jurisdiction.
- 33.3 Principal Cardholder:
- 33.2.1 The amount of any Card Transaction in a currency other than Sterling Pound will be converted at the Bank's rate of exchange which applies from time to time and may also include commission. The exchange rate applied will appear on the Customer's statement and the Customer can contact the Bank's Office to find out the rate which will apply at any time.
- 33.2.2 The Bank shall:
- 33.3.2.1 debit the Cardholder's Account immediately, to cover any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Cards; and
- 33.3.2.2 send a monthly statement to the principal Cardholder for information.
- 33.4 Charges:
- 33.4.1 For replacement and re-issuance of Cards, a Card replacement or reissuance fee (as applicable) will be levied.
- 33.5 Safekeeping the Card and PIN:
- 33.5.1 The Cardholder will not disclose the Card number to any third party except for the purpose of a Card Transaction, when reporting the actual loss, or theft of the Card.
- 33.5.2 The Cardholder must give the Bank all information in the Cardholder's possession so as to comply with the steps deemed by the Bank to be necessary in assisting in the recovery of the missing Card.
- 33.5.3 If the Cardholder recovers a Card previously reported as lost or stolen, the Card must not be used, but cut in half and returned to the Bank's Card Centre.
- 33.6 General:
- 33.6.1 The Cardholder undertakes not to abuse the Card, as the abuse of the Card, in some cases, may constitute a misdemeanor penalised by law.
- 33.6.2 The Card remains the property of the Bank at all times and must be returned by the Cardholder immediately when requested by the Bank.
- 33.6.3 The Bank shall not be liable in any way if the Card is not honored by a merchant.
- 34.2 All complaints will be examined by employees of the Bank trained in dealing with complaints. The Bank will acknowledge any complaint promptly and keep the Customer informed about the progress made towards the resolution of his complaint. Following examination of a complaint the Bank will inform the Customer of:
- 34.2.1 the outcome of the complaint;
- 34.2.2 how to pursue his complaint with the Bank in case of dissatisfaction with the Bank's answer to the complaint; and
- 34.2.3 the ability to refer the complaint to the Financial Ombudsman Service, which allows the dispute to be resolved quickly and with minimum formality by an independent Person.
- 34.3 The Financial Ombudsman is available at: Exchange Tower, London E14 9SR, (tel: 0800 023 4567), [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), or [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). The Customer may also be able to submit the complaint using the online dispute resolution platform set up by the European Commission (<http://ec.europa.eu/odr>).
- 34.4 The Bank does not offer any alternative forms of dispute resolution.
- 34.5 A summary of the Bank's process for dealing with complaints promptly and fairly is available upon request and will be sent to the Customer by the Bank once the Bank's acknowledges the Customer's complaint.
- 35. How the Bank is regulated**
- 35.1 Qatar National Bank, 51 Grosvenor Street, London W1K 3HH London Branch is registered with Companies House, Cardiff, Registration No:BR001982 and is authorised by the Prudential Regulation Authority, subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of the Bank's regulation by the Prudential Regulation Authority are available from the Bank on request.
- 35.2 Qatar National Bank, London Branch is also licensed under the Consumer Credit Act 1974.
- 36. Severability**
- 36.1 Each of the provisions in these terms and conditions may be treated as separate and distinct from the others. If one or more of such provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in anyway.
- 37. Governing Language**
- 37.1 These terms and conditions may, for information purposes, be translated into any other language (including the Arabic language). In the event of any conflict or inconsistency between the English language version and the Arabic language version or a version in any language other than English, or any dispute regarding the interpretation of any provision in the English language version or such other language version of these terms and conditions, the English language version of these terms and conditions, shall prevail and questions of interpretation shall be addressed solely by reference to the English language version.
- 38. Governing Law and Jurisdiction**
- 38.1 These terms and conditions and any non-contractual obligations arising from or in connection with them shall be governed by and construed in accordance with the laws of the England and Wales.
- 38.2 The parties agree that the Courts of England and Wales are to have exclusive jurisdiction over any dispute:
- 38.2.1 arising from or in connection with these terms and conditions; or
- 38.2.2 relating to any non-contractual obligations arising from or in connection with these terms and conditions.

## INFORMATION TO HELP MANAGE THE CUSTOMER'S ACCOUNT

### 34. Complaints and availability of the Financial Ombudsman

- 34.1 If the Customer is unhappy with the service provided by the Bank for any reason, the Customer may complain to one of the Bank's employees at the Bank's Office. Alternatively, the Customer can write to the Head of Compliance & Internal Control, Qatar National Bank (Q.P.S.C.), London Branch, 51 Grosvenor Street, London W1K 3HH.