

National Bank of Kuwait (International) PLC

**Terms and Conditions for Deposit and Current
Account customers**

1 December 2023

Welcome to banking with the National Bank of Kuwait (International) PLC. London

Introducing our terms and conditions ('Conditions').

When you open an Account with us, you are agreeing to the Conditions set out below. This agreement is between National Bank of Kuwait (International) PLC (or another company we transfer it to) and you – the person or people we have opened the Account for.

The following information contains most of the Conditions of the agreement and covers all our personal banking Accounts and any services we tell you it applies to when you start using them.

We may also give you additional terms and conditions when you take out an Account or service, such as Murabaha Fixed Deposit or an arranged overdraft. Those additional terms take priority over any others. Our agreement with you is made up of all of the terms and conditions that apply to your Account and any other services you have with us.

Please read these Conditions carefully. They provide important information about your relationship with the Bank here in London. Our agreement with you consists of:

- Account Application form.
- these Conditions.
- our Tariff of Charges.
- the document "Timescales for making and receiving payments".
- and any other applicable supplementary documents (for example indemnity form relating to third party payments).

By signing the Application Form, or by continuing to use your Account, you accept these Conditions.

Where applicable, we will also keep the latest versions of the above on our website. These Conditions (as varied from time to time) apply while you have any Account with us and will be available on our website.

There are separate terms and conditions which apply to clients of the Bank that have been classified as Financial Institutions.

Available Accounts at NBKI.

We offer five types of Accounts, to which these Conditions apply. All Accounts are available in multiple currencies, please see our website for details.

Current Account

This is a bank Account designed to manage your everyday income and spending. You can enjoy instant access to your funds and make payments to and from your Account.

For sterling GBP Accounts only, you will be issued a VISA debit card. A cheque book can be provided upon request.

Watani Super Account

The Watani Super Account is a savings Account with instant access to funds. Interest is paid quarterly. For further details of the rate of interest paid please visit our website www.nbk.com/london

A debit card is not available for a Watani Super Account, but payments can be made from the Account. Please contact your Relationship Manager for details.

Fixed Term Deposits

A Fixed Term Deposit Account is an Account where you place a lump sum with us for a fixed period of time, at an agreed rate of interest. At the end of the fixed period notice (maturity), you receive the amount you have invested plus interest. When a Fixed Term Deposit Account reaches maturity, we will contact you, and all funds are either transferred to your Current Account and the fixed term Account is closed or reinvested. We shall follow your instructions. In the absence of clear instructions from you we shall transfer the funds back into your Current Account with us.

For further details of the rate of interest paid please visit our interest rate page on our website: www.nbk.com/london

We offer both conventional and **Murabaha Fixed Term Deposits**. There are separate terms and conditions for the Murabaha Fixed Term Deposits, and you will be provided with a copy of them upon opening an Account and a separate Profit Rate table provided.

Please note monies placed into a Fixed Term Deposit (conventional or Murabaha) are not available for withdrawal until the end of the agreed fixed period of time. We may, at our discretion, permit early withdrawal (breakage) in which case you will have to pay the breakage fee which we will inform you about before we proceed.

Notice Accounts

A Notice Account is a deposit saving Account that requires you to give us notice before you can withdraw some or all of your funds from the Account. The notice period will be specified to you when you open the Account and interest is paid monthly. This interest will be added to the balance of your Notice Account unless you have given us written instructions to pay it to your Current Account. A Notice Account automatically closes when all funds are transferred out.

For further details of the rate of interest paid please visit our interest rate page on our website: www.nbk.com/london

What about charges?

The NBKI Tariff of Charges is available on our website, the tariff details all our all charges relating to your Account and the services we offer. You can find our Tariff of Charges at all times at the following link: <https://www.nbk.com/london/services-and-support/fee-charges-and-regulatory.html>

Please visit our website from time to time for any changes.

Your Account must be for personal use only.

Please ensure you do not use your Account for business purposes. We can close an Account (or stop providing a service) if we find out you are using an Account for non-personal use or any illegal purposes. You must also be 18 years of age or over to open and operate an Account.

Which country's courts and laws apply?

Unless we tell you differently, these Conditions will be governed by the laws of England and Wales. You agree to submit to the non-exclusive jurisdiction of the English courts and agree that we may conduct debt recovery and other proceedings in any jurisdiction in which you may be resident.

You also waive any right of immunity you may have against the judgment of any English court or any courts in which any judgment of any English court may be enforced. This waiver of immunity includes, but is not limited to, diplomatic immunity, and extends not only to you personally but to any of your property, whether commercial or non-commercial in nature. This waiver extends to all forms of pre-judgment interim relief and post-judgment execution of any judgment or award of any kind.

Please note that if you want to bring a claim against us in the courts, you can do so using the courts of England and Wales.

The legal terminology.

When we refer to we, are, us, Bank or NBKI we are referring to the National Bank of Kuwait (International) PLC. When we refer to you, your, yours we are referring to the customer or customers.

National Bank of Kuwait (International) PLC is registered in England and Wales as company number 2773743. It is based in London, United Kingdom and is a wholly owned subsidiary of National Bank of Kuwait SAKP ('NBK').

Our main business is the provision of financial and payment services, and we are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority and the PRA as firm reference number 171532. Our address for the purposes of these Conditions is NBK House, 13 George Street, London, W1U 3QJ, United Kingdom.

We would draw to your attention that NBKI is a separate legal entity from its parent company based in Kuwait NBK. As a result, NBKI London does not have access to or control over any customer details of Accounts held by you with our parent company in Kuwait, or any other NBK entities, and vice versa. If you wish for either of us to share information with your Relationship Manager in NBK or NBKI we will need your instructions.

The following information is split into two sections for ease of reference.

- **Banking with NBKI.** This contains the terms and conditions that are central to how we work with you. For example, they explain how we will stay in touch.
- **NBKI Conditions.** These are the terms and conditions that are more specific to how your Account works along with the defined terms used. For example, they include how you can make a payment out of your Account.

A glossary of definitions is available in the Appendix.

IMPORTANT – being flexible to help our customers.

Our conditions set out the way we normally do things, so that you know how things work and what to expect.

In some situations, we may not enforce one of our rights, such as if we give you more time to pay money you owe us.

If we choose not to enforce a right when we could have done, we can still enforce it later.

Banking with NBKI

This contains the Conditions that are central to how we work together.

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NBKI Conditions

These are Conditions that are more specific to how your Account works.

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Banking with NBKI

1 How to contact NBKI and keeping in touch.

Contacting us.

There are lots of ways to contact us – you will find them shown in the box below. We may add new ways in the future.

Please note that we may monitor and record phone calls.

When you visit us, and for your protection, we may need to ask you for identification, so please bring your passport and/or civil ID card with you.

Opening Times:

Head office: 9:00 - 17:00 UK time Monday to Friday (excluding UK Bank Holidays)

Branch: 9:30 - 16:00 UK time Monday to Friday (excluding UK Bank Holidays)

Call or Email us

Existing customer:
Call or email your dedicated Relationship Manager at NBKI

New customer:
Call us on +44 20 7224 2277 or email us info@nbki.com

Visit us in London

Address: NBK House, 13 George Street, London W1U 3QJ

Opening hours: Head Office: Monday to Friday between 9:00 and 17:00

Branch: Monday to Friday between 9:30 and 16:00

Contact your local NBK Branch

Your existing Relationship Manager in Kuwait, Saudi Arabia, United Arab Emirates, Bahrain, Egypt, Lebanon, Iraq will put you in contact with us directly for further assistance.

Worried about security or your card is lost or stolen?

- **You must tell us right away** if you think someone might have access to your Account, or if your card is lost or stolen. Including the situation where your card is stuck inside an ATM. The numbers to use during office hours 9am to 5pm Monday to Friday are:
- **0207 224 2217 from the UK**
- **+44 27224 2277*** from outside the UK
- Outside of NBKI office hours please call:
- **0207 317 5513 from the UK**

Keeping us informed of changes to your details.

You must tell us if any of your details change. This includes:

- contact or personal details (for example, email address, home or correspondence address, phone number, passport civil ID).
- your situation (for example, change of name, nationality, tax residency, signature).
- any other important changes that are relevant to us.

We need to know about changes like these so that we can manage your banking, protect your Account, and get in touch with you safely and quickly.

We need to contact you for various reasons. These include if we suspect fraud on your Account, to give you information about your Account(s) with us, and to tell you about any changes.

If you do not keep all your details up to date, this might affect your eligibility for your Account(s), the products and services we can offer you, or how they work.

We ask that within 14 days of any change in the information you have given us about yourself you must inform us in writing of the change, including:

- any change of address.
- any information you have given us for tax disclosure purposes, such as your tax residency or status as a US person.

How we will contact you.

In English

We communicate in English, but most of our Relationship Managers are Arabic-speaking to assist you when possible. In the event of any dispute between us which turns on the interpretation of these Conditions, the version to be interpreted will be the English version.

With the details we have for you

We will contact you using the details we have for you. This could be on your mobile or landline phone, email, or at your home or correspondence address.

If we use the most recent postal address you've given us and something is returned to us as undelivered, we'll stop using that address. This is unless a law or regulation requires us to send you information by post.

For certain Accounts and services, we will send information digitally.

In the way you told us to

Where we can, we will contact you using the method you've told us you prefer and you accept that some means of communication are less secure than others, and you agree that you are responsible for your choice of communication and for any weaknesses which that may entail.

If you have not told us your preference, we will normally contact you by email, mobile or via Online Banking.

When we send you information either through post or Online Banking, we may also send you an email, SMS or other electronic message reminding you to take refer to the documents sent.

Once we have sent a message to you, we will assume you've received it. It is important to look out for our messages like emails and texts.

If we suspect that fraud has occurred, or is occurring on your Account, we will be entitled to contact you by any means at our disposal. This may include phoning, emailing or texting you. When we contact you, we will never

ask you to disclose your debit card PIN or Password. If anyone does ask you for such information, they are not genuine and you should not supply the information sought and contact us immediately.

Help us keep your information private.

It is your responsibility to control who has access to the information we send you. When you choose how you would like us to contact you, you should choose a method that will be most secure for you. If you use a method that other people can access or read (such as a shared email address or shared mobile number), please be aware that these people will also be able to access the information we send you.

2 Keeping your money safe.

You must look after your Account and access information.

You use payment methods to access your Accounts and make payments. All these methods are personal to you.

You must do all you reasonably can to keep your payment methods safe. You must look after all the ways of taking money from or accessing your Account. If we think any of your payment methods, such as cards, may have been compromised, we may suspend your card and/or send you a replacement to help keep your Account secure.

You must not give your payment methods to anyone else. If someone takes money from your Account because you have not kept your payment methods safe or secret when you should have done, you may lose all the money.

You must inform us immediately of fraudulent activity.

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

What is a payment method?

These are things you use to access your Account and make payments that are personal to you. This is how we know we are dealing with you. They can include:

- A physical device, like a card.
- A digital version of a card – in other words, the equivalent of card details but stored electronically on a device such as a computer or mobile. For example, Apple Pay or Contactless Mobile.
- actions you have to take, such as using passwords, security keys, cards, personal identifier(s), fingerprints, and personal identification numbers (PINs).

The payment tool itself can be a combination of these (such as your card together with entering a PIN). We may introduce new or different methods in the future.

National Bank of Kuwait (International) PLC Safeguarding your PIN and card

You must sign your card as soon as you receive it.

We expect you to take all reasonable steps to keep the card and all security details safe at all times. This includes taking care that no one hears or sees your security details when you use them.

When entering your PIN, you must take all reasonable precautions to prevent fraudulent use. These include:

- shielding the keypad at ATMs or the secure PIN pad at premises of retailers or other suppliers when entering your PIN and undertaking transactions.
- changing your PIN as soon as you can after receiving the PIN advice. When you change your PIN, do not create PINs that are easy to guess e.g., 1234, 4444 or your date of birth.
- complying with all reasonable instructions we issue regarding keeping your PIN safe.

We recommend you dispose of any card receipts safely, for example by shredding them. You should also shred any PIN advice we send you as soon as you have committed the PIN to memory and/or recorded it in a secure way.

You may only disclose the card number for the purposes of making a card transaction or when reporting the loss or theft of the card or when we authorise disclosure.

You must report to us any lost or stolen card without undue delay once you become aware of any misuse of your card or card details. Once you contact us, we will provide you with confirmation of the date we received your report of the lost, stolen or misused card.

REMEMBER:

Do not give your payment methods to someone else or let someone else use them.

Do not sell your mobile device or send it for repair without first deleting the cards stored on it in e-wallets.

IMPORTANT: If someone calls you

When we speak to you on the phone, we may need to identify you. We will do this by asking for certain information (such as answers to questions) that only you should know. We may also ask for **some** (never all) of the digits of certain passcodes, passwords or PINs entry codes.

Nobody from NBKI will ever call to ask for a **full** PIN, password, passcode or a PINs entry-generated code. If anyone ever does this, hang up and call us again on one of our official phonenumber shown above. Use a different phone line to ring us because fraudsters can keep the original phone line open.

Staying secure with Online Banking and NBKI mobile app

Online Banking is an electronic banking and financial services system operated through NBKONLINE made available by us to you if you use this service.

The NBKI mobile app provides functionalities relating to renewed card activation, balance and transaction enquiries and identity verification methods when making online purchases. However, first issued or new cards must be collected in person from the NBKI branch in London or NBK Kuwait.

When you use Online Banking and NBKI mobile app, we need you to follow the instructions we give you and the terms and conditions specific to these services that can be provided upon request or on our website. This includes instructions about using the Pins entry or any other authentication method we give you.

Make sure any device you use to access Online Banking or NBKI mobile app complies with current standards and requirements.

Ensure you carry out your own regular virus checks and security updates using antivirus software.

Let us know as soon as you can if you notice something wrong with Online Banking or NBKI mobile app. This includes anything that is stopping you from using it properly, or if anything looks different.

We will do all we can to make sure our Online Banking service and the NBKI mobile app are as safe as they can be. This includes:

- keeping records of any online messages, instructions, or transactions, including the time they took place. When we deal with you, we'll treat our records as final evidence of these, unless there's an obvious mistake.
- telling you as soon as we can if we suspend Online Banking or the NBKI mobile app. We can do this if we think we need to for security reasons.

Any software we give you.

Any software or devices we give you in connection with Online Banking or the NBKI mobile app are licensed to you. (We will tell you if there are exceptions.) This means you have permission to use them. But you do not own these materials or any of the intellectual property rights in them. These are owned by us (or the person who licenses them to us). You must also only use them as described in any terms and conditions or other information we give you. Do not change or copy any software we give you, and don't let anyone else do this.

Stopping payment methods

We may stop or suspend the use of any of your payment methods if:

- We reasonably think it necessary to protect the security of the payment method or Account.
- we suspect or you tell us there may be unauthorised or fraudulent use of the tool method.
- If we Identified any technical reasons especially in relation to your card

If we find we need to do this, we'll explain why – unless that would break the law. We will contact you using the details you have given us as soon as we can. Where we can, we will contact you in advance.

If the reason for stopping or suspending the payment method no longer applies, we will unblock it or replace it.

3 Joint Accounts (including minors) and who can use your Account.

If you have a Joint Account

A Joint Account is an Account opened in the names of two or more people. The maximum number of Account holders for a joint Current Account is four. The following conditions will apply to all Account holders when there is more than one party to the Account.

Each Account holder must complete and sign a separate application to open the Account. All parties must also sign a Joint Account mandate. Each of you is responsible for complying with these Conditions. If any of you do not comply, we can take action against any or all of you jointly or separately. For example, we can take action to recover any overdrawn amount from any of you, even if you as an individual did not make the withdrawal that created the overdraft.

Unless joint signatures are required, and subject to the mandate, any one of you can do the following without the permission or knowledge of the others:

- withdraw money.
- request statements, debit cards and/or other services.

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

How we contact Joint Account holders

We will send information about the Account to the address of the first named person. Any information we send to one of you will count as notice to all of you. We will do this unless we're legally obliged to contact everyone on the Account.

You can change your chosen person – just ask us. Or, if you live at separate addresses, you can ask us to send information to both or all of you. Anyone who is named on the Account can ask us to change these preferences, for themselves.

If you wish to take someone off the Account or add another person to the Account, **ALL** Account holders must provide us with a signed request to do so and sign a new Joint Account mandate. If you wish to authorise someone else to operate the Account, ALL Account holders must provide us with a signed request to do so and sign a new Third-Party Mandate. If this is not possible due to the incapacity of one or more of you, we will decide on a case-by-case basis what changes we can accept.

If you wish to close the Account, we will accept instructions in accordance with the mandate. This means that if the Account mandate authorises us to act on the instructions of just one Account holder we will close the Account. If there are circumstances where the mandate does not exist or is invalid for any reason all Account holders must sign to close the Account. Closure of any Account will still be subject to any applicable notice period or fixed term arrangements.

If there is a dispute between Joint Account holders

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

If a Joint Account holder dies

If your partner or someone else on your Joint Account has died, you can carry on using your Account.. This means the monies in the joint account pass automatically to the surviving joint Account holder(s) without the need for probate or letters of administration. However, you must provide us with an original or certified copy of the death certificate as soon as possible.

For more help, and to find out anything you need to do about your and their banking with NBKI, visit <https://www.nbk.com/london> and search 'bereavement', or call us on **0207 224 2277**.

Please note that if the only survivors of an Account are minors an adult will need to be added to the Account to be able to give us valid instructions for operating the Account, please see below.

If a Joint Account holder and the remaining Account holder is a minor

Minors cannot be sole Account holders. We do not provide sole child Accounts. All Accounts which include minors must be Joint Accounts with one or more adults. Minors will not be allowed to authorise transactions. When a minor reaches the age of 18, he or she should inform us and we will obtain new a mandate for operating the Account. A minor who has turned 18 years of age cannot be removed from the Account without their consent.

Asking someone else to act for you.

You can authorise another person to operate your Accounts for you (for example, under a power of attorney or a Third-Party Mandate). If you do, we'll deal with that person as if he or she were you for the purposes of this agreement and Conditions.

We will not be responsible for the action (or failure to take action) of anyone authorised to operate your Account if we have not been informed in writing, or otherwise had no reason to suspect, that they were acting contrary to your wishes, or if we have not been informed that you have withdrawn that third party's authority to act on your behalf.

For more help, and information please visit <https://www.nbk.com/london> and search 'Third- Party Mandate' or call us on **0207 224 2277**.

If you're a customer and your Account is in the name of an entity and it stops trading

If an Account is held at NBKI in the name of an entity and you or a third party take steps to wind up the Company, we will act on instructions given by your legally appointed representatives. We'll also do this if the company goes into administration or any other insolvency process.

4 What changes can NBKI make to these Conditions and Interest.

We hope you have your Account with us for a long time. As a result, this agreement and Conditions could last a long time too. So, we need to be able to make changes to the way we do things.

We may vary these Conditions and any of our fees and charges set out in our Tariff. Below are the reasons why we may vary these Conditions, interest rates and or charges:

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

If the variation is clearly to your advantage, we may make it immediately and without giving you notice.

All proposed changes, except those to your advantage, will be advised by us in writing to you at least two months before the date when they are to take effect, except for changes to interest rates.

If the variation of these Conditions relates to an increase of fees or we introduce detrimental Conditions, you will not incur any associated costs from the new variation until the end of your Fixed Term Deposit or Notice

Account. When the Fixed Term Deposit account or Notice account has come to an end, you may close the account to avoid any associated costs, if there is any. i.e the minimum balance monthly fee. Please refer to section 7 - Closing an Account or service with NBKI for further details

If you do not wish to accept any advised change and want to close your Account, you may do this immediately by notifying us in writing. In any event you should do so before the change takes effect. This does not permit you to terminate a Fixed Term Deposit early, or to close a Notice Account without giving us the required notice.

5 Changes to interest rates and taxes.

All Accounts at NBKI are interest bearing Accounts. Current Accounts will generally have nil interest paid on the balances; however, they may become bearing negative interest rate in specific market conditions. If this happens, we will inform you 14 days ahead if such negative interest rates become applicable.

We will provide you with a table of interest rates applicable to the Account, along with details of when interest payments are made into your Account. Please note this document will be varied from time to time. This is because we reserve the right to vary interest rates from time to time unless we have expressly agreed with you that your interest rate is fixed.

For credit interest (the interest we pay you on credit balances), we may increase the interest rate on the Account at any time without notice but we will tell you about it within a reasonable time after the change has taken effect.

If we decrease the interest rate, we will tell you about it 14 days before the change comes into effect.

This applies if you have a Current Account, Watani or Notice Account with us. However, if you have a Notice Account with us you can inform us that you wish to withdraw all or some of your money and you will be permitted to do so without any penalty for early withdrawal. This right to penalty-free withdrawals applies for a period of 30 days after you are deemed to have received notice of a reduction in interest rates. You are deemed to have received notice from us 14 days after we have posted the notice to you. If we have emailed you or given you notice by way of a message on NBKONLINE Banking the notice will be deemed delivered upon the day it was sent, unless it was sent on a non-working day, in which case it will be deemed to have been received on the first working day after being issued.

How interest is computed and applied

The annual interest rate for USD and EUR Accounts is calculated on a 360-day year. For GBP and KWD Accounts it is calculated on a 365-day year. Information on how we calculate interest for other currencies is set out on our Website in the same section as our Table of Interest Rates.

Interest is applied to an Account as follows:

- overdraft (debit) interest, at month end.
- Notice Accounts (credit) interest, monthly.
- Fixed Term Deposit (credit) interest upon maturity.
- current and Watani Super Accounts (credit) interest, at calendar quarter end, but if you close the Account other than at a quarter end you will earn interest up to (and be paid on) the day when it is closed.

This does not mean that interest is necessarily paid on credit balances in current and Watani Super Accounts (check our interest rates on our website).

Please note that it is possible for an interest rate for credit balances on an Account to be negative. This means that interest is deducted instead of credited to your Account. The table of interest rates on our website will

Taxes

Under current legislation we are not required to deduct any UK income tax from the interest earned on any of your deposits. However, depending on your country of tax residence and other factors, you may be liable for income tax on the interest we pay you. If required, you should obtain professional tax advice.

6 Charges for Services including Overdrafts.

Charges for services

Charges for services are set out in our Tariff of Charges and are available on our website mentioned above. However, if a charge for a service is not set out in our Tariff of Charges it will be negotiated and agreed individually with you. Any charges will be notified to you in sufficient time for you to be able to cancel the arrangement if you do not wish to accept the charges quoted.

Where the Payment Services Regulations 2017 ("PSR") entitles you to information in connection with your payment Account we will not charge you for that information unless:

- you have asked us to provide information more frequently than you are entitled to under PSR.
- your request also asks for information which exceeds what PSR entitles you to.
- your request is to send the information to you by means of communication not covered in these Conditions.

If we do charge you as set out above, our charges will correspond to the actual costs we incur in providing you with that information.

Authorised Overdrafts

Overdrafts are only available by prior arrangements with us and are subject to additional supplemental documentation that will be provided to you. Whether we agree to lend you money depends on your financial position and is subject to additional supplemental documentation that will be provided to you.

If we agree to lend you, we will tell you the agreed overdraft limit and interest rate in the supplemental agreement. The amount of any borrowing is repayable on demand (that is, whenever we demand it).

If you exceed the approved limit of an overdraft facility you must immediately pay sufficient funds into your Account to bring yourself within your overdraft limit and we will not charge you additional charges or interest on the whole amount by which you are overdrawn (or on the amount which exceeds your agreed overdraft limit).

The unarranged overdraft interest rate can be found in our Tariff of Charges which is on our website <https://nbk.com/london>.

Authorised (arranged) overdraft interest rates are negotiated and agreed individually and are subject to an additional agreement and conditions. Unarranged overdrafts are charged interest at a standard rate, stated in the Tariff of Charges.

If you get overdrawn

We do not offer unauthorised overdraft as part of our services. However, in the very rare cases where your Account becomes overdrawn, you will not incur any cost but we will request you pay sufficient funds into your Account to cover your balance immediately.

You can only make payments if you have enough money in your Account or through an arranged overdraft to cover them. We will always attempt to return any transaction that could take your Account into an unarranged

overdraft position. Having enough money in your Current Account or having an arranged overdraft limit could help prevent payments from being returned unpaid. If you are finding it difficult to settle your overdrawn balance, please contact us.

7 Closing an Account or service with NBKI (including temporary blocks on Accounts).

When you can close an Account or stop a service

You may at any time give us written notice that you wish to close your Account, provided the Account is in credit or has a nil balance. If the Account is a Joint Account, we will accept instructions in accordance with the mandate you gave us when you opened the Account or the most recent amendment to that mandate. Subject to any legal restrictions, we will pay the closing balance to whichever Account is specified in your closure instructions.

If you have a debit balance on your Account, you cannot close it until you have repaid all sums due to us on that Account. We will contact you if this applies.

Any notice to close will not affect the following:

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

Closing a Notice Account

When you open a Notice Account with us you are entitled to a cancellation period of 14 days (this is sometimes referred to as a “cooling off period”.) You can tell us within 14 days of the Account being opened that you do not want it and you will be able to withdraw your funds immediately and without any penalty. If your Account pays interest, you will still receive interest for the period during which the Account was open.

When you wish to close your Notice Account, if we receive your notice on a working day, the notice period starts on that day. If we receive it on a non-working day, the notice period starts on the first working day after receipt.

We will accept notice by email for the purposes of calculating when notice was received, but you must follow this up with a written and signed notice which we must receive before the notice period expires. When you give us notice to withdraw funds, we will credit the funds to your Current Account when the notice period expires and close the Notice Account immediately.

We are under no obligation to allow you to withdraw funds before the relevant notice period has expired, even if you offer to pay a charge for early withdrawals. If we are willing on a particular occasion to permit an early withdrawal, we will tell you what our charge is before you make the withdrawal. If on a particular occasion we waive our right to insist on the full notice period, this does not mean that we have to waive our right on any other occasion.

Closing a Fixed Term Deposit Account

Please remember monies placed into a Fixed Term Deposit (conventional or Murabaha) are not available for withdrawal until the end of the agreed fixed period of time. We may, at our discretion and in special situations, permit early withdrawal (breakage) in which case you will have to pay the breakage fee which we will inform you

You can only close a Fixed Term Deposit at the end of the agreed maturity period.

REMEMBER: If you do close your Account, the card and cheque book (if any) linked to your Current Account will not work anymore. Please cut them up and dispose of them securely. You will also need to cancel any payments to and from the Account. If someone pays money into it once it is closed, we will try to send it back to them. We will do this if we have the right information to do it.

When NBKI can close an Account or end a service

If we wish to close your Account, we will give you at least three months' notice unless there are special circumstances, such as we suspect you have committed or attempted fraud. By the time such notice expires, all outstanding business must be concluded and settled, and you must inform the originator (payee) of any direct debits set up on your Account that such direct debit payments will cease. Similarly, any continuous payment authority you have given us will end, so you should inform the payee.

We may also end this agreement immediately or on less notice (and stop providing services and close your Account) if we reasonably believe you have seriously or persistently broken any terms of the agreement and Conditions. We can also do this if we have reasonable grounds for thinking you have done any of the following things, all of which this agreement prohibits:

- You put us in a position where we might break a law, regulation, code or other duty that applies to us if we maintain your Account or keeping your Account open exposes us to action or censure from any government, regulator, or law enforcement agency.
- You give us any false information.
- You commit (or attempt) fraud against us or someone else.
- You use or try to use your Account illegally or for criminal activity, including receiving proceeds of crime into your Account.
- You behave in a threatening or abusive manner to our staff.
- You become bankrupt.

If you aren't eligible for the Account you hold

We can close an Account (or stop or restrict a service) if we find out that you are not eligible for it. This may include when you (or a Joint Account holder) reside in the European Union, or if you use your Account for business purposes.

We will try to tell you in advance if we need to do this, but we may not always be able to. If we were breaking any rules or laws by continuing to offer the Account or service, we would have to close or stop it immediately.

If your Account is blocked by us

There are circumstances when we may block your Account. They are for the following reasons:

1. **New Accounts:** all new Accounts are blocked until the funds set out in the Application Form are received from the agreed source.
2. **Suspicious Activity:** We may at any time and at our sole discretion block your Account and not process transactions which you have requested. We may do this to protect the Bank's legal position and to meet our regulatory obligations. We will not provide a reason for blocking your Account in these circumstances.
3. **Inactive Account:** If you have not used your Account for a long time, for example over 1 year your Account maybe

automatically blocked for security reasons. If this happens, we will attempt to contact you to explain what you can do to keep unblock your Account or make arrangements to close.

4. If your Account balance is zero: We will make arrangements to close it automatically, unless it is a Current or Watani Super Account whereupon we will provide you with two months' notice unless you wish to place the Account in funds.
5. Insufficient Customer Information: If your customer information we have is incomplete, or no longer valid e.g., missing source of wealth and source of funds, or out of date identification, the Account will be blocked until the missing information is satisfactorily provided.
6. Deceased Customer: If a customer has passed away and it is a sole Account the Account will be blocked. Please see our bereavement guide on our website for further details.
7. Fraud: If you have reported any fraudulent activity to us, we will place a block on your Account.
8. Closing Account: If the Account is in the process of being closed.

If any of the above circumstances apply, we shall where possible and permitted by law, inform you why your Account is blocked and what action you need to take.

Financial Crime Prevention

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

You will not be allowed to operate your Account until all the money laundering checks have been completed. This section links to why we may block Accounts above. We may also need to hold up payments, or ask you for:

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

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

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

Please note we have to use your information to provide you with payment services. We cannot provide services without it. If you object to us using your information, we will not be able to provide services to you. In addition, we may need to close your Account. Or, if the law or other regulations require us to do so, we will withhold parts of certain payments received into your Account and pass the withheld money to the relevant tax authorities.

If you do not provide us with instructions on where to send the closing balance on your Account

In the unlikely event, we have given you notice to close your Account and have asked you for your instructions on where to pay the balance in the Account, but have not received any response from you within four weeks of writing to you, whether by letter or email, we will take the following steps:

- We will make reasonable endeavours to contact you. This may include contacting other parts of the National Bank of Kuwait Group to see if they have up to date contact details for you that they can share with us. We may also, at our own expense, engage an enquiry agent to try and find you or what has happened to you.
- If, despite our reasonable endeavours, we are unsuccessful in obtaining instructions from you, or anyone who is lawfully entitled to instruct us on your behalf, such as an attorney acting under a valid Power of Attorney, we will send a final notice to you at your last known address and then close your Account.

Once we have closed your Account, we will not have a contractual relationship with you in respect of the money we are still holding. We will hold the money that was formerly in your Account in a holding Account at NBKI for you or your personal representatives and we will maintain a record of that holding. We will not pay any interest on that money, but you or your personal representatives will, be able to claim repayment of the money if you or they satisfy us as to your or their identity and (in the case of your personal representatives) as to their entitlement.

We reserve the right to pay the Account balance to a statutory reclaim fund under the Dormant Bank and Building Societies Accounts Act 2008 once the prescribed period under that Act, currently 15 years, has elapsed, whereupon our liability to repay the money will transfer to that reclaim fund. At this time NBKI does not participate in the scheme but may well do so in the future.

The transfer of funds to a holding account at NBKI or to the Unclaimed Assets Scheme does not change any right you may have to compensation under the Financial Services Compensation Scheme.

8 How we use your information.

We will take care to ensure that your information is held securely and is processed lawfully. Details of how we process your personal information (personal data) are set out in the Customer Privacy Notice on our Website. This notice, which can be accessed by clicking "Privacy Notices" at the foot of the UK page on our Website, also tells you about your rights under the General Data Protection Regulation (UK) and Data Protection Act 2018. You can also ask in our branch.

Sharing information about you with tax authorities

The Foreign Account Tax Compliance Act (FATCA) in 2014 and additionally the Common Reporting Standard (CRS) in 2016, are international agreements involving a large number of countries that help tax authorities find and stop tax evasion, especially relating to assets held in countries where the owner is not resident for tax purposes. You should be aware that the UK is party to several international agreements on tax compliance that may require us to share tax information on our customers with HM Revenue & Customs (HMRC), who in turn may share this with other tax authorities globally. In order to allow us to comply with these agreements, you must promptly provide to us any information we may request from you (and/or any connected person) in relation to your Account(s).

9 If you owe us money.

In the event that you are in breach of any material obligation relating to a credit facility extended by us to you, or our Parent Company, and such breach is likely to affect repayment, we may set off (debit) any credit balances in Accounts held in your name against amounts which you owe to us or our Parent Company. We will not exercise this right if it is likely to make you unable to pay Priority Debit in the United Kingdom. We may exercise the right to set-off whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the credit facility or these terms. If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of its rights under this clause shall not limit or affect any other rights or remedies available to us under these terms or otherwise.

Please note we will not set off any amount which we are aware is held by you for third parties. Where we have exercised our right of set-off we will notify you promptly of this, stating the date when the right was exercised, and the amount debited from your Account(s).

If you die or are declared bankrupt

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

Financial Difficulty

If we have reason to believe that you are in financial difficulty, we will pay due regard to your interests and will treat you fairly and in accordance with our policy on the treatment of customers in arrears and or vulnerable customers. This includes any circumstances where we propose to exercise our right of set-off referred to above. We encourage all customers to contact us if they ever find themselves in financial difficulty.

Joint Accounts

Set-off applies to Joint Accounts and joint debts too. We can use money in your Joint Account to pay a debt only you or the other person owe. We can also use money in your joint or sole Account to pay a debt you and someone else owe us together.

Supporting your needs

In addition to supporting customers in financial difficulty, if you are going through a major life event, need further support due to a health condition or require more assistance with managing your day-to-day money better then please contact your Relationship Manager for more help and support.

NBKI has a dedicated section on their website for their commitment to supporting their customers.

10 How to complain.

If you want to make a complaint about our service (or the way any enquiry about the service has been handled) you may contact us either in writing at our business address or by telephone and we will be pleased to assist you. It would be helpful to address any complaint for the attention of your Relationship Manager here at NBKI in London or email us at info@nbki.com. If you do raise a complaint about us with anyone else in the NBK Group, they will need to inform us and we will need to contact you for details. As a result, we hope that you will contact us in the first instance to avoid any delays in attending to your complaint. We will look into the matter and hope to arrive at a mutually satisfactory outcome.

In addition, we will be pleased to provide you with written details of our internal complaints handling procedures, explaining all steps and timings of the process. Your Relationship Manager outside of NBKI will not necessarily be familiar with this process or the strict timescales, hence once again we ask you contact us directly for any complaints relating to NBKI.

Please note that if we fail to complete our investigation within 35 days for payment-related complaints, or within 8 weeks for other types of complaint you will, if you are an eligible complainant, have the right to ask the Financial Ombudsman Service (FOS) to investigate.

The FOS is an organisation set up by UK law to give consumers a free and independent service for resolving disputes with financial firms. To see if you're eligible to appeal to the FOS, please contact them at:

Exchange Tower, London E14 9SR (tel: 0800 023 4567)

financial-ombudsman.org.uk

complaint.info@financial-ombudsman.org.uk

You may also be able to complain to the Financial Conduct Authority.

11 Protection under the Financial Services Compensation Scheme.

National Bank of Kuwait (International) PLC is covered by the Financial Services Compensation Scheme (FSCS), the UK's statutory deposit guarantee scheme. The FSCS pays compensation, up to a specified limit per customer, to eligible depositors if a bank is unable to meet its financial obligations. Most depositors are covered by the scheme. The FSCS covers up to £85,000 per person and up to £170,000 for Joint Accounts.

Any deposits you hold above the limit are unlikely to be covered. If you hold more than one Account with us, the balances will be aggregated when determining whether you have more than the specified limit on deposit. If you hold deposits in a Joint Account, each depositor is covered up to the specified limit, so for example a husband and wife with a joint deposit Account, and with no other deposits with us, would between them have protection up to twice the specified limit.

The specified limit can be changed from time to time by law. We always show the current specified limit on our website. It will also be on the FSCS website.

The Bank is authorised to accept deposits from customers, meaning that when it receives money from you, it holds that money as a deposit within itself in an Account in your name as Banker. The Bank is not holding money as trustee under the FCA's client money rules and the money is therefore not classed as client money.

Our Banking terms.

1 Minimum Balance and the Minimum Balance Charge.

Minimum Balance

We set a Minimum Balance requirement for all Accounts, and we will not open an Account unless the balance requirement is met, or you are exempt. Full details of the Minimum Balance requirements are available on our website.

You will be told the Minimum Balance for all Accounts when you apply to open an Account and it will be acknowledged by you when you sign the Application Form.

Please note, the Minimum Balance threshold requirement may not apply in some circumstances, you will be advised upon opening an Account.

Minimum Balance Charge

If your monthly average balance in your Account falls below the Minimum Balance a Minimum Balance Charge will apply, this is payable by you monthly in arrears. Further details about the Minimum Balance Charge is set out in our Tariff of Charges.

If you have more than one Sub-Account with us the Minimum Balance requirement will apply to the aggregate balances across your Sub-Accounts with us. **Please note the aggregate balance is only applicable to Accounts in your sole or joint names.**

We reserve the right to close Accounts which fall below the Minimum Balance, although we will always contact you before we do so and give you an opportunity to bring the balance above the minimum required.

Please visit our website for Frequently Asked Questions (FAQ's) relating to the Account Minimum Balance and Minimum Balance Charge for further details.

2 Making payments from your Account.

Payment services available

We offer a range of payment services which enable you, through your Current Account, to:

- issue and pay in cheques (GBP Sterling only)
- make payments to others.
- receive payments from others.
- using your debit card (GBP Sterling only)
- set up arrangements for regular payments such as standing orders.
- pay in cash at our branch.
- withdraw cash, either at our branch or via ATMs

The above services are not available to the fixed deposit Account, Notice Account or Watani Super Account. However, payments can be made from your Watani Super Account by instructing us.

National Bank of Kuwait (International) PLC

If you instruct us to make a payment, we can make payments where:

- your Account is in funds, or
- you have an approved overdraft facility, (with sufficient credit) or
- you have another Account with available funds (although this will only be done at our discretion, not automatically)

We will keep a written record of any special circumstance where your approval is necessary before we make a payment.

You can also make payments in several other ways, including the ones below.

- Present your card and enter the card PIN (or you may be asked to sign).
- Hold a card or payment device near a contactless payment reader.
- Log onto Online Banking using your security details. Follow the instructions to complete the payment.
- At a branch, give the information we ask for, including anything we need to confirm your identity.
- Provide your card or Account details to someone to make a payment or to authorise future payments in a way they request (e.g., online, by telephone, in writing).
- Give us instructions via a third party. This could be by completing a direct debit instruction.

Sometimes, the law requires us to ask for two separate forms of security check before we can authorise a transaction. We might have to refuse a transaction if you don't give both forms of security when asked to.

We'll tell you if for some reason you can't use one of these methods for a particular Account or service. We'll also tell you if you need software or anything technical to use payment tools or communicate with us.

Checking your instructions

We'll only follow your instructions if we think they are complete, clear, and come from you. They may also come from a third party you have authorised to act on your behalf. Our aim is to keep your money safe and avoid mistakes.

Complete instructions contain all the information we need. They correctly follow the steps for the kind of transaction you are making.

Clear instructions are those we can understand without problems. We assume that the information you (or an authorised third party) give us is correct. This is unless we can see it's obviously wrong. In particular, we'll assume the Account number and sort code given are correct.

We will think an instruction has come from you or a third party authorised on your behalf if we reasonably believe that the person who signed a written instruction or gave an instruction in person was you, or if your payment methods were used. If it is not complete or clear, or we don't think it came from you, we won't carry out the instruction. Please read carefully any warnings we may give you about fraud and scams. This is particularly important when you are setting up a new payee or changing a payee's details. See our website for further details.

You should, however, contact us by the quickest means convenient for you if you wish to cancel a payment order. No instructions will be effective unless and until actually received by us.

You agree that we can leave on an answerphone or with the person answering the telephone a message for you to contact us. You agree that telephone calls between you and us may be recorded so that we have a record of your instructions. Please be aware that we do not remind callers before each phone conversation that the call may be recorded.

National Bank of Kuwait (International) PLC

Cash services offered at NBKI.

In this section we explain how you can pay cash into, or withdraw from your Account, and if any restrictions or requirements apply.

Paying cash into your Account

You can make a payment into your Account at our branch in George Street London during opening hours.

Cash deposits that we have accepted for credit to your Account will form part of your Account balance immediately.

When you deposit cash, you must tell us where you obtained the cash if we ask you and we may also require documentary evidence to support this in addition to your identification. Notwithstanding these requirements we may at our entire discretion refuse to accept cash deposits of any amount into your Account(s).

Withdrawing cash from your Account and Limits

Cash can be withdrawn from your Account(s) at our office at George Street London W1U 3QJ. You may also withdraw cash at any ATM displaying the VISA symbol using your Card. Withdrawals at an ATM are subject to a standard daily limit which we will advise you of on your request. The operator of the ATM may charge you a fee for this service. Our ATM machine does not charge for use.

For withdrawals in branch of amounts over **£5,000** (or equivalent currency) you may need to give us two working days' notice and tell us the purpose for which the cash will be used, if we ask you. We recommend you contact us prior to all cash withdrawals before visiting the branch.

To ensure compliance with anti-money laundering (AML) regulations, and financial crime prevention, we kindly request you adhere to the above when visiting the branch when making a cash deposit to avoid disappointment.

Please note that these conditions are subject to change in accordance with any updates to the applicable laws and regulations governing AML requirements.

Payments out of your Account (by electronic transfer)

If you wish to make a payment to someone else's bank Account in the United Kingdom, you must supply us with the payee's name, their Account number and the sort code of their bank. If you wish to make a payment to an Account outside the United Kingdom, you must supply us with the payee's name, the name of their bank and the payee's IBAN. If the payment is to the US, we will also need the recipients address.

When you are the payer, you will bear any charges for a payment to a payee's payment service provider. We will not deduct any charges from the amount you have instructed us to pay. For full details on costs for making payment please see our Tariff of Charges on our website. You accept that we will have no liability for, or any involvement with, a remitter (sender) of funds instructing their bank to deduct transaction charges from an amount paid to you.

You will be responsible for the accuracy of your instructions. We will not take steps to ensure you have given us the correct details for the payee's bank Account. We do not check with the recipient bank the details are correct. You must use the transaction procedures and/or paperwork we provide to you to make such payment requests, otherwise, we will not be able to process your payment instruction. If that happens, we will have no liability for any loss or other adverse consequence which you incur.

Checking your instructions for payments out of your Account (Call Back)

We will never make a payment from your Account relying solely upon written, email or voice recorded messages. We will always contact you by mobile or telephone to check the instructions. We call this process a 'call back' procedure. It is designed for your security and safety. We carry out a call back procedure for payments, transfers, cash withdrawals, and any other instruction for payment out of your Account. We shall take the necessary steps below: -

National Bank of Kuwait (International) PLC

- check you have a provided us with a signed Indemnity unless instructions were received in original form.
- call you on an NBKI London recorded landline or extension number and ask you to confirm your instructions, the payment amount, currency, beneficiary name, beneficiary bank Account number and beneficiary bank name, and any other important information.
- We shall always attempt to contact you with the numbers you provided in your Account opening forms, or your preferred number on your Account.

PLEASE NOTE: If we are unable to contact you, to confirm your instruction payment, we shall not make the payment. In our experience an urgency to make a payment without contact with the customer is a warning of a potential fraud. We have a call back procedure in place to protect you.

Instructions received for payments out of your Account via NBKONLINE are NOT subject to the above call back procedures, due to the higher level of security. However, we remind you not to share this payment method with anyone. Otherwise, you will be liable for any potential losses.

When we have your authorised instructions in the form required, we will carry out that transaction or service as agreed, unless prevented from doing so for legal or operational reasons outside our control or for any other valid reason.

We may place a maximum limit, for each transaction and/or the daily total, on card and NBKONLINE transactions, and we will advise you of this.

If we are unable to make the payment for any other reason

We will inform you as quickly as possible and by any efficient method if we will not execute a payment order and, if it is lawful to do so, we will provide you with the reasons and (if relevant) what you need to do to correct the order. We may charge you a reasonable amount to cover the cost of the additional work involved in clarifying and executing the order.

If you want to cancel or change a payment instruction

We require your written confirmation to cancel a payment. You can cancel a payment arranged for a specific day and you can cancel a series of payments you have instructed us to make, for example a standing order. You can make such cancellations up to the working day before the payment is due to be paid, but you may only cancel a payment later if we agree. It may not be possible to stop a direct debit or any other payment if you cancel later than the previous working day.

You may ask us to stop payment of a cheque which you have issued. We charge for stopping cheques, although we may be unable to prevent payment after the cheque has been presented. We cannot stop a banker's draft you have asked us to draw for you.

If we stop a payment

We may stop a payment where there are reasonable grounds relating to security or suspected unauthorised or fraudulent use of an instrument such as a debit card, direct debit instruction or cheque.

3 Cheques.

A cheque book is only available, upon request from your Relationship Manager, with a GBP Sterling Current Account.

Paying in a cheque

You can pay a GBP Sterling cheque into your Account at a branch. When we pay a cheque into your Account it goes through clearing meaning the funds are not available for use immediately. For full details of clearing times please see our 'timescales for making and receiving payments' available on our website.

In our discretion we may accept cheques in other currencies, but it depends if you have an Account in that currency or not. You will be informed of the exchange rate before it is deposited and to ensure you agree with the foreign exchange rate we are offering.

Writing a Cheque

If you write a cheque, please ensure you write it so that they're not easy to alter and keep your cheque book in a safe place. We only offer GBP Sterling cheque books relating to your Current Account. You should ensure you have sufficient cleared funds on your Account to write a cheque.

Your Relationship Manager may call you to check that a presented cheque for withdrawal is legitimate.

Stale and post-dated cheques

We may decline to accept cheques presented more than six months after the date they bear. We will contact you if we do this. We will not be bound by you post-dating a cheque and we may pay it whenever it is presented. This might mean you don't have enough in your Account to cover the cheque payment.

You agree that our cheque collection charge may be deducted before crediting your Account with any cheque proceeds.

Returned cheques

If a cheque paid into your Account is returned unpaid the amount of the cheque will be deducted from your Account. We may make a charge if this occurs.

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

Stopping a Cheque

You may ask us to stop payment of a cheque which you have issued. We charge for stopping cheques, although we may be unable to prevent payment after the cheque has been presented. We cannot stop a banker's draft you have asked us to draw for you.

Lost or stolen Cheque Book

If your cheque book is lost or stolen please contact your Relationship Manager as soon as possible. We can suspend the cheque book and issue a new one in our discretion.

4 Using your NBKI debit card.

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

Debit cards are only issued for Current Accounts in GBP sterling. When a card transaction is in a foreign currency, the amount of the transaction will be converted into GBP using an exchange rate determined by VISA. Amounts due to us must be settled in GBP.

You will be liable for all card transactions and charges debited to the Account. If the card expires the provision of a new card will be at our sole discretion.

If a card is lost or stolen or you have had to cancel it for security reasons we will provide you with a replacement card as soon as practicable unless we think the reasons for cancelling the card are continuing.

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

You may use your card to draw cash from any ATM displaying the VISA symbol world-wide. Withdrawal will be subject to a maximum daily amount to protect you and us against fraud. When you use your card other than at an ATM there will also be limits set for your and our protection. If the limit set causes you difficulties you can ask us to set a higher limit. You may be contacted by us or our card processor and asked some questions to establish that it is really you making the card payment.

We will issue you with a PIN. We will not reveal your PIN to anyone but you. You can use your PIN with your card for withdrawing money and using other services available from an ATM. You may also be asked by a retailer or other supplier to insert your PIN into a secure PIN pad when you pay in person for goods and services with your card. Once you have entered your PIN you have given us consent to debit your Account. Once made you cannot stop a card payment, but a retailer or supplier may make a refund. We will credit your Account when we receive any such refund. We cannot be responsible for any delay in you receiving the refund and no claim by you against a third party can be the subject of a claim against us.

We reserve the right to prevent your card from being used in certain countries if, at our discretion, we believe this is necessary to reduce fraud or for any other valid reason. We recommend you contact us prior to travelling abroad to check whether there are any restrictions on the use of your card in the country or countries you are intending to visit.

Replacement cards

We may replace a card when it expires or at any time if you request it. However, we will not replace a card if your Account is blocked.

Card transactions and limits

Once the card has been used for a card transaction, the transaction cannot be stopped. If the card is used to withdraw cash from an ATM operated by another bank, there may be a handling charge.

By using your card you authorise us to debit your Account on each working day with the amount of all card transactions processed on previous working days. Card transactions in Sterling or in Euros will normally be

debited to your Account within three working days of the transaction taking place; card transactions in other currencies may take longer. All card transactions, once debited, will be shown on your bank statement. As soon as you make the card transaction the funds are reserved on your Account which can affect the balance available to you even before the card transaction has been debited to your Account.

In order to assist you, you can ask us to set a daily spending limit on your card. Subject to our approval, we might apply that limit until you tell us not to. For security reasons we may set our own daily spending limit on

Cards on Joint Accounts

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

Refusal to authorise card transactions and cancellation of the card

If we consider it necessary we may, without notice, refuse to authorise card transactions. If we do this we will, unless the law prevents us from doing so, notify you within three Working Days of the refusal.

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

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

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

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

Renewal and termination of the card

If you use your debit card you will automatically be sent a new card prior to its expiration date. However, if you do not use your card you may not be sent a renewal.

You can contact us to request a card and we will be happy to discuss with you.

You may end your use of the card at any time by giving us notice by telephone or in writing and destroying the card(s) by cutting them in half through the magnetic stripe and chip.

Loss or misuse of the card

If a card is lost, stolen or for any reason likely to be misused, or if the PIN is disclosed in breach of these Conditions, or if your card is still in your possession but you are aware that there are transactions which have occurred without your authority, you must telephone us without undue delay on the numbers shown on page 5. Where you so require we will provide confirmation that you notified us of the loss, theft or misuse of the card.

If you have a Joint Account and each Account holder has a card, and only one card is reported as stolen or compromised, any other card issued in connection with your Account will continue to operate. For this reason, if all the cards issued on your Account have been stolen or are otherwise compromised it will be necessary for you to notify us in respect of each card. Once a card has been reported as stolen or compromised it will be blocked and you will not be able to use it. A replacement card will be provided, but this can take a few days.

We will accept immediate notification of the loss or theft of your card from our card provider as detailed on the back of your card. If we are notified in this way you do not need to telephone us. If you claim that your Account has been debited with card transactions which you allege were fraudulent we may report such alleged fraud to the Police. You agree to give us all the information you possess about the loss, theft, fraud, misuse of the card or the disclosure of the PIN and to take all steps we deem necessary to assist with the recovery of the card. We may in some circumstances provide you with a referral letter to take to the Police to report a crime related incident.

You agree that we may provide the Police or other third parties with any information we consider relevant in respect of the alleged fraud.

If you have reported a card as lost or stolen and you later find it you must not use it.

Cards with a contactless function

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

5 Payments into your Account.

When money paid in becomes available for you to use

When a payment to your Account becomes available for you to use depends on how it was made and where it came from. We have mentioned this through the Conditions. However, for the avoidance of doubt please see our timescales for making and receiving payments for further details available on our website. It is frequently reviewed and updated where necessary.

When we can take money out of your Account.

Rarely, a payment comes into your Account but the paying bank realises it was made fraudulently. Or it may be that the person paying it doesn't have enough money. If this happens, we can take the money back out of your Account. If this happens we will notify you in writing.

6 How we will keep you informed about your Account.

You will always be able to get information about payments into and out of your Account. Either in branch, at an ATM, if your Account comes with a card in regular statements.

We will send free of charge by post or by any other method we have agreed with you Account statements showing your Account balance and transactions. We can send statements either monthly, quarterly, semi-annually or annually. We will always follow your instructions relating to statements as set out in the Account Application Form. If you wish to alter the frequency of statements, please contact us,

You can access your Account information and statements if you register to Online Banking.

In the case of Joint Accounts, we will send one statement to the primary Account holder, unless you tell us in writing that each party requires a separate statement.

Please check the completeness and accuracy of statements and inform us promptly of any discrepancies. We will supply additional copies of paper statements only on request. A charge will be made for supplying these as set out in our tariff of charges.

Statements.

You must check the information we give you, as we need you to tell us as soon as you can if something is wrong.

7 International payments.

Payments out of your Account in other currencies

You can ask us to make payments in currencies other than the one in which your Account is held, either being cash or electronically, subject to daily limits. We will carry out your instruction if the requested currency is one we deal with. In such circumstances we will convert the amount to be paid into the currency you have chosen using the relevant spot foreign exchange rate at the time. Once we have converted the currency we will make the payment.

The exchange rate on Accounts will be shown to you and your agreement requested before proceeding. Such rates are not packaged with payment transactions. W

International payments usually have to be sent through other banks, which are chosen either by us or another bank.

To make international payments, we need the SWIFTBIC, or sometimes a local clearing code, and IBANs or an Account number of the Account you are paying. You can get these details from the person the payment is going to. We may also need other information (such as the purpose of payment). We will ask you if we do.

There may be an additional charge for making an international payment, which you will find in the Tariff of Charges. We will confirm the charge at the time you ask us to make the payment. We will also tell you whether the exchange rate is guaranteed or only an indication of the rate you might get.

If you ask us to make a payment on a future date, we will give you an indication of what the exchange rate might be. The actual rate that you will get will be worked out using the relevant spot exchange rate on the day the payment is made.

Timescales for payments including international.

Timescale for all payments, including currencies, can be found on our website in a document entitled "Timescales for making and receiving payments". This sets out information about when payments sent to you will reach your Account and when payments sent by you will reach the Account of the payee. This information includes the cut off times for making payments, and covers both national and international payments, whether in GBP or other currencies.

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

If you want to cancel an international payment.

It may be that you want to cancel or recall a payment that involves a currency conversion, or for some reason it can't be made. It may not always be possible to stop the payment therefore please contact us as soon as possible. If the payment has not left your Account, there's no charge. However, if the payment has left your Account, we will do our best to assist you but it is unlikely the payment can be stopped. If there are any charges related to stopping a payment, we will agree them with you first.

If we undo a payment using the spot rate that's current at the point we do this, we may pass on any losses or gains.

Payments into your Account.

We will convert the payment into the currency of your Account. To do this, we use the exchange rate. You can ask us for an indication of the exchange rate at any time. The exchange rate changes to reflect currency market movements, so we will not be able to confirm the actual rate until we receive the payment. You can find current exchange rates by calling us or asking in a branch. We will always agree an exchange rate with you first before proceeding with any payment.

8 If something goes wrong.

If we make a mistake.

If we make a mistake, we wish to put things right as soon as possible. Please let us know straight away if any of the following things happen.

- We don't make a payment you ask us to.
- We send more or less money than you asked.
- We send money to the wrong Account.

If you spot a mistake you need to tell us as soon as possible and within 13 months of the payment date. So long as you do this, we will refund you the amount of the payment made. If we paid too much, we will only pay back the difference. We will refund any interest or charges you have paid. If there was any interest on your Account that you have missed out on because of the mistake, we'll pay that back. We will back-date this to when the money left your Account. We will refund you as soon as possible after you tell us or sooner if we can.

Liability for losses and refunds

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

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

If a payment is not made by you.

If you claim that a payment has not been authorised by you, we will take steps to investigate it immediately. If we disagree with you, we must prove that the payment was authenticated correctly and that your payment was not affected by technical breakdown or some other deficiency. If we have no such proof, we will reimburse you for the amount debited within one Working Day, but only if you tell us without undue delay once you realise that the payment was not authorised. In any event you must tell us within 13 months of the unauthorised payment taking place or we will not reimburse you.

Payment not carried out correctly by us or it is late.

If you claim that a payment has not been properly executed or has been paid late, we are liable to you unless we can prove to you and, where relevant, to the payee's payment service provider, that the payee's payment service provider received the amount of the payment transaction. If we cannot prove that, we will reinstate your Account to the position it would have been in had the defective payment not taken place. You must tell us without undue delay once you realise that the payment was not properly executed and in any event, you must tell us within 13 months of the improperly executed payment taking place or we will not reimburse you.

We may be able to show that the other bank actually received the payment on time. If we can do this, the other bank is responsible for correcting the payment to the person you're paying.

National Bank of Kuwait (International) PLC

Direct Debits

Where a payment that is meant to come from your Account is initiated by the payee's payment service provider (for example by way of direct debit) and the payment is late or is not executed at all, your service provider is liable.

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

Regardless of our liability to you, if you claim that a payment has not been executed or has been executed incorrectly, we will take steps to trace it immediately and we will tell you about the outcome of our investigation.

Claiming refunds

We will not be liable to you for unauthorised or improperly executed transactions if you have acted fraudulently; or with intent or gross negligence failed to comply with these Conditions.

We may require additional information or documents from you in connection with a claim to help us clarify whether your claim is fraudulent or whether we may be able to recover money from third parties. This may be the case even if we have already reimbursed you for a disputed transaction. You must cooperate fully with us and supply us promptly with whatever information or documents we ask for if they are in your possession or control.

If we refund any amount to you and it later transpires that you acted fraudulently, we will have the right to debit your Account(s) with a sum up to the amount of the fraudulent transactions.

If a payment goes to the wrong recipient?

If any of your payment instructions are not correctly executed by us or you, we will, regardless of any liability on our part, make immediate efforts to trace those payments and tell you of the outcome. We will not charge you for this.

If you make a payment to the wrong recipient via NBKIONLINE and know the person or business that you sent the money to, the quickest way to resolve it is to contact them directly and ask them to return the money. If you don't know the person or business, we'll do what we can to get the money back for you. However, there will be Data Protection Act regulations on the Account of the person you accidentally paid that limit what we can do.

When you pay a person or company in Online Banking, it's your responsibility to check you've entered the correct sort code and Account number, so make sure all the details are correct before you confirm the payment. We will not call you to check the instructions.

You are not entitled to a refund if the incorrect execution meant the payment amount never actually left your Account, though you may be entitled to compensation for the consequences of the payment not being executed in accordance with your instructions and you will be entitled to reimbursement of any transaction fee you were charged.

If you give us incorrect account details

If you give us wrong instructions or tell us to make the same payment more than once by accident you are responsible. We will always try to help you to claim the money back, but it may not always be possible. We may charge a fee for tracing for recalling the payment if we do this, we will let you know but please see our Tariff of Charges.

If we cannot get the money back, we'll give you the information we have about transaction to help you we clean them reclaim the money unless the law prevents us.

If money is paid into your Account by mistake.

Rarely, a payment could go your Account by mistake. If this happens to you, we can do either of two things.

- We can take the payment back out of your Account.
- We can put a hold on the money so you cannot spend it.

We do not have to tell you before we take back the payment or put a hold on the money. This is even if we have let you make a payment or take cash out against it. If applicable, we may also provide details about you and the incorrect payment to the bank that sent the payment. This is to help them get back the money.

Where the law permits it, we will notify if a payment is made into your Account in error.

If you have a loss you want to claim back from us.

If you have any loss or damage because of something we have done or not done, you will generally be able to claim back the loss from us. However, there are exceptions. You cannot claim back if:

- you are claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit. We will not be liable for these in any circumstances the law sets a different level of liability.
- you have acted fraudulently or with gross negligence you are in breach of this agreement and Conditions.
- we have not followed an instruction from you for a reason we give in this agreement any of the details you gave us were wrong or insufficient. This would include you giving us the wrong Account number, for example.
- our failure or delay in making a payment was due to abnormal and unforeseeable circumstances outside our control, which meant we could not follow this agreement despite our best efforts to do so. Examples of where this might happen are a hardware breakdown, strike, or major problem with a payment system there was no way we could have reasonably predicted your loss when you gave us the instruction.
- you are asking us to refund the amount of a cheque we paid even though you had post-dated it.

None of these exceptions will apply, and nothing else in this agreement will stop us being liable, however, if:

- we act fraudulently.
- we act with gross negligence.
- we are at fault and the law does not allow us to exclude or limit our liability.

Reclaiming costs from you

If you break the agreement and Conditions and it creates costs for us, we can claim reasonable costs from you. This could include the costs of tracing you and taking steps to deal with the issue, and enforcing the payment of any money you owe us. It could include charges for our services you haven't yet paid.

9 Fraudulent payments.

If someone takes an unauthorised payment from your Account

If you think a payment from your Account wasn't authorised (for example, someone else made it), you must tell us as soon as possible. We will do all we can to assist you but we are not liable for any payments from your Account that you, or a permitted third party, authorised.

As mentioned above, you have a maximum of 13 months to tell us. You should keep an eye on your Account for anything you do not recognise and can't explain.

Please remember you will not be entitled to a refund on your Account if you have acted fraudulently or you have deliberately or with gross negligence done the following things.

- You didn't keep your payment methods secure.
- You didn't tell us as soon as possible that your payment methods were compromised, especially if you think someone else might have been able to find them.
- We won't refund any payments made before you told us of the loss or the danger that their security had been compromised.

We can reverse or readjust a refund if we discover you were not entitled to all or some of the amount refunded.

Unless you have acted fraudulently, we'll refund the money if:

- it was taken after you told us a payment tool had been lost, stolen or compromised.
- we haven't provided a way for you to tell us your payment method or security details have been lost or stolen.
- we haven't applied procedures we're legally required to use to verify your identity when authorising a payment.

If you have been the victim of an APP scam.

If you think you are the victim of an APP scam, tell us as soon as possible, because you will not be refunded. Being a victim of APP is extremely distressing and we urge all customers to adhere to these conditions and pay close attention to warnings we provide on our website.

What is an Authorised Push Payment (APP) scam?

An Authorised Push Payment (APP) scam is a payment you make through Faster Payments, CHAPS, or international transfers between Accounts held at the same bank, where:

- you intended to transfer money but were deceived into paying the wrong person (for example, you thought you were paying your bank, but the Account actually belonged to a fraudster), or
- the payment for what you thought was a legitimate purpose turned out to be fraudulent.

Contact us if you have been the victim of an APP scam.

How to avoid APP fraud?

If anyone asks you to divert a payment or move your money – question it to the highest level. Make sure you call us and check on any changes to the payment details. Do not rely on emails as they can be intercepted.

Never rush a payment, stop and think.

Kindly check the following link for further information:

Take Five - To Stop Fraud | To Stop Fraud (takefive-stopfraud.org.uk)

If you have any questions, do not hesitate to contact us.

Appendix.

Definitions

“Account” means current (business or personal), Watani super, notice or fixed term Account.

“Adult” means an individual who is not a minor.

“Application Form” means the application you are required to complete in order to open an Account as amended from time to time by the Bank.

“ATM” means Automated Teller Machine.

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

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

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

“Card transactions” means any use of the card or card number to make or authorise payments to retailers or the use of the card and PIN in cash machines or otherwise to obtain cash or to make contactless transactions or online purchases.

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

“Current Account” means an Account which can be used to make payments to or receive payments from others. You do not need to give us prior notice to make a withdrawal from a Current Account.

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

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

“Deposit Account” means a Fixed Term Deposit and Notice Account.

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

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

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

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

“IBAN” means International Bank Account Number.

“Interest bearing Accounts” means Watani super, Fixed Term Deposit and Notice Accounts.

“Mandate” the instructions you give us about who is authorised, either alone or jointly with others, to authorise transactions and other matters relating to your Account.

“Minor” means an individual who is under 18 years of age.

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

“NBKI mobile app” means the authenticator app supplied by NBKI that you download and install onto your device. This includes all updates to such app that we make available or provide to you.

“NBKONLINE” see Online Banking

“Notice Account” means a deposit Account which requires you to give us notice of a specified period before you are permitted to withdraw some or all of your money.

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

“Our website” means <https://nbk.com/london> or any other website we or our parent company set up.

“Parent Company” means National Bank of Kuwait S.A.K.P., (which is incorporated in Kuwait) and its subsidiaries, associated and affiliated companies and their branches, including the Bank.

“Passcode”, “password”, “user ID” or “username” means any confidential password, code or number, whether automatically produced for you randomly by us and posted or sent by SMS, email or text message directly to you; or generated by a Security Device; or adopted by you and accepted by us, which may be used to access Online Banking, or to execute a customer instruction.

“Payee” means the person receiving a payment.

“Payer” means the person making a payment.

“Payment Account” means an Account you hold with us and which you use to make payment transactions. In practice this means a Current Account and Watani Super Account.

“Payment Instruments” means a device or personalised set of procedures agreed between you and us and used to initiate a payment transaction.

“Personalised security credentials” means personalised features provided by us to you for the purposes of authenticating payment instructions.

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

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

“Relationship Manager” where applicable, means the officer of the Bank allocated to look after your Account.

“Secure Customer Authentication” (SCA) means security standards governed by the Payment Services Regulations 2017 and Regulatory Technical Standards issued by regulatory bodies which require two or more elements that are independent of each other in order to verify payment instructions we receive from you.

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

“Security details” means any details supplied by us to you or adopted by you and accepted by us and which may be used to authorise a transaction on your Account. Security details could include a confidential password, number or code.

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

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

“Watani Super Account” means an instant access saving Account which does not require prior notice for any withdrawals.

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

“Website” – see “Our website”.

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

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

Any reference in these Conditions to any statute, regulation or other legislation will include any legislation that amends, supersedes or replaces it. Any reference to any statute will be deemed to include any subordinate legislation made under that statute.

If you're a potential customer who wants more information, or if you're an existing customer, you can reach out to us through the following channels:

<p>Call or Email us</p> <p>Existing customer: Call or email your dedicated Relationship Manager at NBKI</p> <p>New customer: Call us on +44 20 7224 2277 or email us info@nbki.com</p>	<p>Visit us in London</p> <p>Address: NBK House, 13 George Street, London W1U 3QJ</p> <p>Opening hours: Head Office: Monday to Friday between 9:00 and 17:00</p> <p>Branch: Monday to Friday between 9:30 and 16:00</p>	<p>Contact your local NBK Branch</p> <p>Your existing Relationship Manager in Kuwait, Saudi Arabia, United Arab Emirates, Bahrain, Egypt, Lebanon, Iraq will put you in contact with us directly for further assistance.</p>
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National Bank of Kuwait (International) PLC. ('NBKI')

National Bank of Kuwait (International) PLC. Registered in England & Wales with Company Number 02773743. Our registered office is NBK House, 13 Georges Street, London, W1U 3QJ, United Kingdom. Authorised by the Prudential Regulation Authority ('PRA') and regulated by the Financial Conduct Authority and the PRA (firm reference number 171532).



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