

Account Disclosures

The following are the disclosures which supplement the applicable Relationship Documents entered into between the Bank and the Customer. This is a Supporting Document and should be read together with the UAE Country Conditions and all other Relationship Documents. These disclosures may be updated from time to time, and the latest version will be available at:

www.business.hsbc.ae/en-gb/ae/generic/download-centre

1 How to make a complaint

1.1 Upon notice from the Customer that the Bank has not delivered the standard of service the Customer expects or that the Customer believes there is an error in relation to any Account, the Bank will investigate the matters raised in such notice from the Customer and, where appropriate, take steps necessary to resolve such issues and prevent their recurrence.

1.2 Any notice referred to in the clause above shall be directed to the Bank's relationship manager in the first instance. If the Customer remains dissatisfied following the response received, the Customer can send a complaint to the Bank via the complaints and feedback section of the Bank's website available at:
www.business.hsbc.ae/en-gb/ae/generic/contact-us.

2 Fees and Charges

The Bank's standard fees and charges are available at:
www.business.hsbc.ae/en-gb.

3 Statements

The Bank will provide statements showing the payments into and from each Account through electronic channels, or to the address we have on our records for you. You are responsible for updating your contact details to ensure that you receive statements from us.

4 Cheques

Issuance of Cheque Books

4.1 Cheque books are only issued for current accounts in the United Arab Emirates denominated in AED.

4.2 The number of cheques issued will depend on how long the Customer has maintained a relationship with the Bank and their credit rating. For example, for a new customer, the Bank may only issue a cheque book containing a maximum of 10 cheques. Subsequently, if there have been no returned cheques, the Bank may increase the number of cheques in a cheque book. Issuance of cheque books is also subject to a satisfactory credit check.

Use of Cheques

4.3 Cheques should be clearly written in permanent ink and there should be no spaces between words or figures. When inserting the date please use the following format [DD/MM/YY].

Protecting Cheques

4.4 The Customer must take reasonable precautions to stop anyone altering or forging cheque including:

- (a) only using cheques in the form issued by the Bank;
- (b) always writing on cheques in non-erasable ink;
- (c) not leaving any space for insertions and add the word "only" after the written amount;

(d) never pre-signing blank cheques; and

(e) never using corrective fluid.

Mistakes

4.5 If there is a mistake on a cheque or the Bank considers (in its sole discretion) that there is a signature mismatch, the Bank may reject the cheque for technical reasons (as opposed to insufficient funds), in which case it will not be honoured.

4.6 The Customer is responsible for ensuring that cheques are filled in properly. If any cheques written are not honoured due to technical reasons, the Customer is responsible for ensuring that any payment obligations are met through other means. The Bank will keep a record of the number of technical cheque returns on an Account.

Cheque clearing

4.7 Cut off times are indicative only and are available on the Bank's website. Cheque clearance timing depends on the time of day and the method a cheque is presented. The Bank will treat post-dated cheques as though they were presented on the cheque date.

4.8 When paying a cheque into an Account, the Customer will normally have to wait up to 2 working days until funds can be utilised, unless agreed otherwise with the Bank. This may take longer if the Bank considers, in its sole discretion, that there are credit or fraud prevention reasons why the Bank is unable to credit the applicable Account within the usual time frame. The Bank will only submit a post-dated cheque for processing on or shortly after the cheque date.

Stopping cheque payments

4.9 A cheque can be stopped only if it is lost or stolen (and there is a police report confirming this) or if the beneficiary of the cheque is declared bankrupt (and a request is received from the receiver or liquidator of the beneficiary) and the Customer provides the Bank with an indemnity or any other form as may be required.

4.10 A request to cancel the processing or clearing of a post-dated cheque must be made in writing to the Bank no later than 3 working days before the cheque date.

4.11 The Bank may decide to cancel a cheque from the system or issue a replacement according to its own policies and in compliance with the applicable laws and regulations. The Bank may also require attendance of the other party to the cheque to jointly provide an indemnity to the Bank as may be required.

What if a Cheque is more than 6 months' old?

4.12 The Bank may (but is not obliged to) pay a cheque which is more than 6 months' old, in accordance with the applicable laws and regulations and our policies and procedures. In case of a cashier order (manager cheque) or demand draft, the Bank allows an extended time for paying the cheque which may reach 5 years.

What happens if a Cheque I write from my Account bounces?

4.13 The Customer must ensure that sufficient funds are available in the applicable Account to meet any cheques written.

4.14 If a cheque is issued and there are insufficient funds in the applicable Account when that cheque is presented for payment (or the Account is closed or blocked), the Customer

and/or the individual who signed the cheque could face civil and/or criminal liability and even a prison sentence under UAE law.

- 4.15** The Customer (and anyone that has signed a cheque on behalf of the Customer) may face court action to recover any amount owed and their ability to leave the UAE could be restricted.
- 4.16** The Bank is obliged to provide the details of the drawer of any cheque that is returned. This information includes but is not limited to the drawer name, address and telephone number.
- 4.17** There are also other consequences to having a cheque returned for insufficient funds, including but not limited to facing difficulties obtaining credit in the future and/or the Bank closing the Account. The Bank will keep a record of the number of bounced cheque returns on an Account.

Unclaimed cheques

- 4.18** Cheques can become dormant or unclaimed in accordance with applicable Central Bank regulations. If a Cheque becomes unclaimed then the amount of the cheque will be transferred to the UAE Central Bank whether that cheque was payable to the Customer or to a third party.

Partial payments of cheques

- 4.19** If there is an insufficient balance in the applicable Account to honour the full value of a cheque, then the cheque may be partially paid by the Bank according to the available balance in the Account at the time when the Cheque is presented.
- 4.20** In the case of a partial payment of a cheque from an Account the Bank will:
- (a) notate on the back of the cheque confirming the amount paid and the amount outstanding;
 - (b) handover the original cheque to the beneficiary;
 - (c) a copy of the partial payment cheque request form;
 - (d) provide the beneficiary a certificate confirming the amount of the partial payment and
 - (e) a new return receipt certificate to confirm the remaining amount of the cheque not paid.
- 4.21** The Bank will also report any partially paid cheques to the UAE Central Bank. Criminal or civil charges (as applicable) might still apply if a cheque is only partially paid.
- 4.22** Partially paid cheques may remain represented on the Account until either settlement of the full value of the cheque or the expiry of the cheque's validity period.

What happens if a Cheque is returned unpaid?

- 4.23** If a cheque paid into an Account is returned unpaid the Bank will deduct the amount of the cheque from the Account. If this leads to an Account either:
- (a) going overdrawn and there is not a covering pre-authorised Overdraft on the Account; or
 - (b) going over an existing pre-authorised overdraft limit, then the Bank will treat this as an exceptional overdraft request from the Customer and additional charges and interest may apply.

5 Account usage policy

- 5.1** If no payments are debited from an Account for 12

consecutive months the Bank may place restrictions on the Account (a "**Restricted Account**"). Incoming credits to an Account and any fees and charges debited by the Bank relating to an Account do not count as account activity.

- 5.2** In order to re-activate a Restricted Account, the Bank will require certain information from you. Please contact your Relationship Manager, or your Bank representative who will be able to provide further information on this requirement.
- 5.3** If the Bank does not hear from you or you fail to provide the information required by the Bank your relationship may be subject to further rules as required by the UAE Central Bank which could include transferring any unclaimed funds in your Restricted Account(s) (the "**Unclaimed Funds**") to the UAE Central Bank.
- 5.4** Any Unclaimed Funds that are transferred to the UAE Central Bank will be sent in United Arab Emirates Dirhams ("**AED**"). Any Unclaimed Funds in a currency other than AED will be converted into AED at the prevailing market rate at the time of such transfer to the UAE Central Bank.
- 5.5** If you wish to claim any Unclaimed Funds that have been transferred to the UAE Central Bank, please contact any of the branches listed in these disclosures to obtain information on how to make a claim.
- 5.6** Unclaimed Funds can be re-paid to you in AED or another currency of your choice (provided that it is a currency supported by the Bank) at the prevailing market rate at the time of re-payment. Please note this rate may differ from the rate used by the Bank when transferring the Unclaimed Funds to the UAE Central Bank in accordance with clause 5.4. This may mean that you receive less funds back than were originally transferred to the UAE Central Bank.

6 List of Corporate Branches:

1. Abu Dhabi, Omeir Bin Yousuf Building, Opposite Etisalat building, Old Airport Road.
2. Dubai, HSBC Bank Building, Al Suq Road, Bur Dubai.
3. Jebel Ali, Jebel Ali Free Zone main gate # 3, Dubai.
4. Sharjah, Abdul Aziz Majid Building, King Faisal Road, Sharjah.

7 Regulatory Disclosure

HSBC Bank Middle East Limited is regulated in the U.A.E by the Central Bank of the U.A.E, the Securities and Commodities Authority for licenced activities and lead regulated by the Dubai Financial Services Authority.