

البنك الأهلي
ahlibank



Accounts Terms and Conditions

Terms and Conditions

First: Definitions

In these Terms and Conditions, hereto unless the context otherwise requires, the following words/expressions shall have the meanings hereby assigned to them

Term	Definition
The Bank	: Ahli Bank QSC
Customer	: The owner of the account.
Account	: The 'Account' means that account which the Bank may approve to open in the name of the applicant as per the terms & conditions mentioned herein.
The Card	: Debit Card, which is issued by the Bank.
The Card Holder	: The Customer to whom the card is issued for personal use.
ATM	: Any Automated Teller Machine installed by the Bank or other banks which are connected to NAPS Switch or Maestro Network and VISA Network.
The PIN	: The Personal Identification Number issued for using the card.
POS	: Point of Sale terminal connected to NAPS Switch or Maestro network or VISA Network.

Second: Common Rules Relating to the Accounts

As per the Customer's desire and according to the related rules, the Bank shall open an account for the Customer for which an account number will be designated.

1. Information of the Customer

- a) The Customer hereby undertakes to provide the Bank with all information, explanation and relevant supporting documents related to the Account whenever requested to do so.
- b) The Customer shall promptly notify the Bank, in case of change in any information provided to the Bank.
- c) The Customer undertakes to provide the Bank with updated copies of identification documents whenever it expired or amended.

2. Withdrawal

- a) The account number should be indicated in the withdrawal forms and in case the account number is not shown the Bank shall not assume any responsibility in this respect.
- b) The Customer's signature on the withdrawal forms should be identical to the approved signature(s) specimen.
- c) If the account is in a foreign currency, payment will be made in the same currency, provided the Bank notes of such currency are available and in such case the Customer pays the commission of 1% of the amount payable and the Bank shall apply the buying and selling rates considered by it.

3. Deposit

- a) The account number should be indicated in the deposit forms and in case the account number is not shown, the Bank shall not assume any responsibility in this respect.

- b) In case of non-cash deposit, the Bank, without assuming any liability, shall be deemed as a collection agent of the Customer. In this case, the credit balance shall not be considered final except after the receipt by the Bank of the collected amounts in case of non-collection of the amounts credited, a reverse entry may be made in the account to show the actual balance.

4. Statement of Account

- a) The bank statement will be sent to the Customer on the customer's e-mail address indicated in the account opening application form and shall give immediate notice to the Bank immediately if he/she is unable to get his/ her e-statement.
- b) The Bank will provide the customer with printed statements of certain period through his branch for free charges upon the customer's request. However, the customer will be charged QAR 10 once the bank has received a request for reprinting the statements of the same period.
- c) All entries mentioned in the Account Statement's shall be considered correct and agreeable by the Customer unless the Bank receives an objection within fifteen days of the account statement's sending date.
- d) Without prejudice to any of the conditions herein contained the Bank has the right to rectify and/or correct any error or omission or repetition in any account statement. An account statement advice so rectified or corrected shall be binding to the Customer.
- e) The Customer is aware of the threat arising from access to or reviewing by third parties of data sent or received via the internet/e-mail including any confidential information. Therefore, the Customer agrees to discharge the Bank and its officers from any legal liability and hereby waives any damages that may be incurred by the Customer as a result of unauthorized access or disclosure of confidential information by any third party.
- f) The Customer acknowledges that the Bank will use its best endeavors to ensure the security of the service. Notwithstanding the foregoing, the Customer agrees that the Bank shall not be liable in any manner for any disruption, unavailability of the service, communication, electrical or network failure.
- g) The Customer preserves and ensure the safety of the Customer's e-mail and the E-Statement's password from becoming known to any person.
- h) If the E-Statement password has become known to any unauthorised person, the Customer shall immediately notify the Bank, followed by a written confirmation within 24 hours to the Bank.

5. Interdependency of the Accounts

- a) All the Customer's accounts are independent. However, the Bank shall have the right (but not the obligation) to set off any account in the name of the Customer against any other account and treat the accounts as single, integral and indivisible.
- b) Notwithstanding the above, the Bank shall have the right to treat all the Customer's accounts as one account and to use the funds available in the accounts to settle the indebtedness due from the Customer to the Bank.

6. Right of Lien

The Bank has the right of lien on all asset and properties of whatever nature (whether cash, stocks, shares, bills, precious metals or otherwise whatsoever) deposited or held by the Bank in the name of the Customer and shall hold the same as security for payment of any indebtedness due from the Customer to the Bank (whether by way of principal, interest, fees, commission, charges or otherwise whatsoever and whether in such indebtedness shall be fluctuating balance or otherwise) without prejudice to the Bank and the same shall not be affected by any other security held by the Bank for such indebtedness.

Third: Current Account

- a) The Customer shall have the right to withdraw cheques on his current account only. The Customer's signature on the cheques should be identical to the approved signature(s) specimen.
- b) Photocopies or microfilms of cheques shall be considered identical in all respects to the original cheques and shall constituted conclusive proof of payment by the Bank. In case the original cheque is stolen, lost or mutilated, the photocopy or microfilm thereof shall be construed as original. The Bank shall not be held liable and will be absolved from any and all liabilities deemed from loss of the original cheque from any cause beyond its control.
- c) The Bank and the Customer shall have the right to close the account and to request settlement thereof. The Bank, at its sole discretion, shall close the account if the balance in the account falls below the minimum amount determined by the Bank from time to time or if there hasn't been any transactions initiated by the Customer in the account for a period of six months continuously or should three cheques bounce due to insufficient funds (in such case, the Bank, without assuming any liability, shall have the right to inform Qatar Central Bank and the other competent authorities about the bounced cheques). The Customer undertakes to deliver to the Bank all cheques or cheque books in his possession. (As explained under point 14 of terms and conditions).
- d) The Bank is authorized to debit and charge to the Account all cheques or orders signed in accordance with the current signing instructions whether such account be in credit or overdraft or may become overdrawn in consequence of such debit or charged without prejudice to the right of the Bank to refuse or allow any overdraft.
- e) If the Bank shall authorize or permit the Customer to overdraw in the account to such extent and for such period, shall by the Bank in its absolute discretion be determined. Interest on such overdrawn account shall be calculated at the Bank's current interest rate from time to time, which interest is to be added every month to the principal amount overdrawn and shall become an integral part of the indebtedness of the Customer to the Bank.
- f) The Bank shall not accept stop payment orders from the client (drawer) unless in the event of loss of the cheque or bankruptcy of its holder. In this case the Bank will set aside the value of the cheque to be stopped from customer's account. The value of the disputed cheque will remain blocked until the dispute is over by both the drawer & beneficiary or by legal course of action.
- g) The Customer agrees to accept cash deposits in the customer's account by a third party unless the customer submits to the Bank a written request to reject/stop such deposits.

- h) The customer exempts the Bank from any liability arising from rejecting any cheque for any reason it sees justified.
- i) If paid in Customer's presence in person, the Bank may honour customer's cheques not exceeding QAR 5,000 in the face value without having to verify his signature. Customer will not contest the correctness of his signature in this case.
- j) The Bank has the right to reject or freeze or keep aside remitted or deposited amounts in customer's account in case of doubt that the transaction involves money laundering or financing terrorism or terrorist organisations.
- k) The Bank will not honour customer cheques written in ink other than black or blue colours. Otherwise, the Bank may reject such cheques and the drawer shall solely be responsible of all such situation consequences.
- l) The Bank on its sole discretion and from time to time and without the need for customer's signature on new account opening application, may open personal or non-personal account in any currency in the name of the customer and re-opens any account previously closed. These accounts are subject to same terms and conditions stated herein or any future amendments thereof.
- m) If the account remains without any movements for the duration specified by the Bank from time to time (except auto posting of interests), the Bank has the right to flag the account as dormant. The Bank then will not accept any drawings from the account until the existence of account holder is proven. In the context of this monitoring of this type of accounts, the Bank has the right to charge periodic additional fees as per its prevailing charges at a time.
- n) The Bank reserves the right to use the winners' names and photographs in all current/future promotional, advertising campaigns and/or marketing material.
- o) All accounts of Staff and its subsidiaries, and their immediate family member as (parents, spouse and children) will be excluded from the prize draws. It shall be the responsibility of such staff member to notify the Bank if any of their immediate family members specified above wins any prize draw. In the event any Staff, or his/her immediate family member wins the prize draw, the Bank reserves the right to deny the prize money or claim refund of any prize paid (without judicial recourse), and conduct another draw to determine the eligible winner.
- p) All draws shall be held under the supervision of representatives from the Ministry of Commerce and Industry and the Bank's staff. The result of the draw is final.
- q) Subject to the applicable law all winners are required to collect their prizes within a maximum period of six months from the prize announcement date.
- r) No cheque books shall be issued for Al Rabeh savings accounts.
- s) In order to provide a balanced participation structure in the draw, maximum draw chances per customer are capped at 10,000 chances.

Fifth: Ultra Savings Account

- a) Interest will be paid on monthly basis on eligible balances from QAR 10,000 to QAR 2 Million.
- b) Any balances above QAR 2 million will not be eligible for any interest.
- c) Interest will be paid on the minimum balance maintained in the account for the month subject to a maximum of QAR 2 million.
- d) Each customer can open only one Ultra Savings account. Multiple accounts cannot be opened under the same Qatari ID. However, the accounts can be opened in the names of family members and for minors (under the guardianship of the existing customer).
- e) The Bank may from time to time change the interest rate without prior notice from the Bank and can notify the customer by such means as deemed fair. Such interest shall be due every month end and shall be credited to the account.

Sixth: Term Deposit Account

- a) For Monthly Prizes: Every QAR 500 minimum balance held for 2 weeks period prior to draw will earn 1 draw chance.
For quarterly prizes: Every QAR 500 balances held for a 30 days period prior to the draw will earn 1 draw chance.
Draw chances do not get carried forward to the next draws.
- b) Interest shall accrue in favour of the Customer at the rates & intervals determined by the Bank from time to time. The Bank shall credit interest at such intervals but the Bank may determine the minimum balance below which no interest will accrue.
- c) Interest is calculated on the minimum balance maintained in the account during the month and credited to the account 1st day of the next month subject to tiers basis & rates announced by the Bank.
- d) Prize draws on Al Rabeh savings accounts will take place according to the prize schedule and are subject to eligibility requirements as announced by the Bank from time to time. The Bank reserves the right to change these terms and conditions, the frequency of draws (including eligibility criteria), prizes and the prize structure and even cancel such account and its prizes, in its absolute discretion at any time with a 1 month prior notice to the customers through any means of communication as decided appropriate by the Bank.
- e) All prizes will only be credited to the customer's account maintained with the Bank.
- f) If the Time Deposit is non-refundable, the Bank will issue the original certificate of deposit to the Customer indicating therein the interest rate amount and expiry date of the deposit. But if it is refundable the Customer will be given a copy of the original certificate of deposit.
- g) Fixed deposit interest is calculated on a fixed length of time (week; 3, 6, 9 months; 1, 2, 3 years) at a fixed annual rate of interest announced by the Bank noting that the same will be related to 360 days per annum.
- h) Interest rate on Call Deposit shall be subject to change without prior notice from the Bank. Such interest shall be due every month end and shall be credited to the account. In the case of Time Deposit, interest thereon becomes due only at the maturity date of the deposit itself.
- i) The Customer may not withdraw the Time Deposit before the maturity date thereof, and where the Bank agrees to the contrary, it may withhold paying any interest thereon.

- e) If the Bank does not receive written instructions to renew or otherwise to dispose of the deposit before its maturity date, principal plus interest due thereon will be renewed for one month.

Seventh: Joint Account

- a) All parties of the joint account agree that they are severally & jointly responsible and committed to any liability that may arise from dealing on the account. Each one of them is regarded as jointly liable to the whole account and its transactions.
- b) The bank, at any time it renders appropriate, is authorized to close the account without giving reasons or justifications.
- c) The account will be closed if it loses its characteristics of being a joint account by becoming a single account.
- d) They undertake to abide by all bank's current & future terms & conditions as stated in the A/C opening application. In the meantime, this agreement is considered complementing to the account opening application signed by them.
- e) In case of any dispute or liquidation among them, whether by consensus or through a legal course, the bank is authorized to freeze the account until such dispute / liquidation is resolved / completed.
- f) In case of death of any one of them, his/her share as per the below indicated shares, will be frozen and shall only be disbursed to his/her legal inheritors based on a certificate bequest issued by the appropriate court.
- g) In case the account is joint, the singular import, the plural and any obligation on the part of the Bank will be validly carried out if proper notice is given to any one of the account holders. A disposal of the account shall be valid towards the account holders if it is affected by the authorized signatories according to the approved specimen signatures held by the Bank and according to the instructions available with the Bank regarding this issue (if it exists).

Eighth: Junior Savings Account/Minor

Junior is a savings account. The Primary account holder is the child; the guardian, custodian or trustee particulars will be recorded as 'Guardian / Power of Attorney'. The following terms and conditions shall apply to the Junior Savings Account in addition to the general terms and conditions applicable to accounts held with Ahlibank.

- a) The child's age should be between 1 day and under 18 years.
- b) Interest shall accrue in favour of the Customer at the rates & intervals determined by the Bank from time to time. The Bank shall credit interest at such intervals but the Bank may determine the minimum balance below which no interest will accrue.
- c) Interest rate shall be accrued on the monthly average balances maintained in the Junior Savings Account and shall be credited to the account at the end of the month.
- d) The bank reserves the right to amend interest rates at its sole discretion without prior notice from the Bank and will notify the customer about any changes by such means as deemed fair.
- e) No cheque books shall be issued for Junior Savings Account.
- f) A Joint Account is not allowed.
- g) No minimum balance charges will apply.
- h) No standing order charges to be applied on monthly deposits into Junior Savings Account transferred from other accounts within the Bank.

- i) The Junior Savings Account will be automatically de-activated once the child reaches the age of 18 years. Customers have to visit the branch in order to convert the same account to a normal savings account.
- j) If an account was opened on behalf of a minor or incompetent, the guardian, custodian or trustee authorises the Bank to allow the minor or the incompetent to operate the account solely as soon as the minor joins the majority or show a proof of being competent.
- k) In the event of a minor obtain a certificate from the rationalization of judicial courts before joining the majority, the terms and conditions regulating Junior Savings Account will remain in effect until the minor reaching the age of 18 years with giving him the right to operate the account solely, Upon that all transaction over the account done by the guardian, custodian or trustee will be stopped.

Ninth: Debit Card

- a) The Card shall remain at all times the property of the Bank and the Cardholder shall surrender the Card to the Bank immediately upon request. The Bank has the right at any time and without prior notice to withdraw, cancel or stop usage of the Card at its absolute discretion in particular without limitation in the event of:
 1. Closure of the Cardholder's account.
 2. Death, loss of legal capacity either of the Cardholder or any other partner if the account is a joint account.
 3. Partial or total seizure of the account balance.
 4. The expiry of the card.
- b) The Card and PIN are issued and given to the Cardholder at the Cardholder's sole risk and responsibility. The Bank shall bear no responsibility or liability whatsoever for any loss or damage resulting from the issue of the Card and the PIN, and any usage of the Card and the PIN shall be considered valid on the Cardholder's responsibility.
- c) Without prejudice to the provisions of Clause (b) above, the Cardholder shall be responsible for preserving and preventing the loss or theft of the Card or theft of details of the PIN, furthermore; the Cardholder shall not divulge the PIN to others at any time for any reason whatsoever. The Cardholder shall notify the Bank immediately if the Cardholder's card is stolen, or lost, or the PIN is known to others and confirm that in writing within 7 days.
- d) Any amount paid by the Bank to the user of the ATM card will be considered as a valid and proper withdrawal. In case the ATM card is lost, the Customer should immediately notify the Bank in writing. In such event, the Bank will take the necessary action for suspending the use of the lost card and issue a new replacement card.
- e) The Bank shall debit the Cardholder's account for any purchases, fees and charges, withdrawals or transfers made through and as a result of the usage of the Card. The Cardholder shall always be held fully liable for all transactions executed by the card whether such transactions were processed with the Cardholder's knowledge and authorization or not. The Cardholder accepts the Bank's record for these transactions as being final and binding for all purposes and waives any right to contest or dispute the correctness of such records.
- f) The Cardholder agrees, accepts and authorizes the Bank to debit the Cardholder's account for all fees, charges and expenses arising from the issuance of the card as may be decided by the Bank from time to time and any amendments thereof.

- g) The Bank shall not be responsible for any loss or damage arising directly or indirectly as a result of any communications or machine malfunction or failure or misuse of the Card or the ATM, POS or due to any delay or omission in executing any instruction given to the Bank through the ATM or due to anything outside the control of the Bank.
- h) Any deposit by the use of the Card shall only be credited to the Cardholder's account after due verification by the bank. Such verification shall be conclusive and binding for all purposes. Cheques deposited shall be subject to collection. The Cardholder shall not be allowed to use the sums indicated in the Cheques unless they have been cleared and paid to the Bank by the drawee.
- i) In case of using utilities payment facilities such as telephone and electricity through the ATM/POS the Bank shall not be responsible for any charges or loss resulting therefore and shall not be a party to any difference or disputes arising between the Cardholder and the utility authority.
- j) For joint accounts the Bank has the right to issue separate Cards for any partner in the account upon the request of all partners and they shall be deemed jointly and severally liable to the Bank for any obligations arising from the use of any such Card.

Tenth: Miscellaneous

- a) Any dispute arising between the parties shall be resolved by the Qatari courts, subject to the Commercial Law No. 27 for the year 2006 and QCB Law No. 12 for the year 2013, then all the related laws and bylaws in force at the State of Qatar and the institutions of Qatar Central Bank and the International Banking Customs and their amendments.
- b) The Bank may from time to time amend these terms and conditions and it shall be binding to the Customer after being notified by the bank through any such means as deemed appropriate.
- c) All correspondences by the Bank shall be deemed to have been transmitted when sent to the last known Customer's address. The date of the copies or mailing lists in the possession of the Bank shall be deemed to be the time of dispatch.
- d) Any failure or delay on the part of the Bank in exercising of any of its rights under these terms and conditions shall not be construed as a waiver of such right, and no specific or temporary waiver shall be construed as permanent or general waiver.
- e) The Bank may disclose to any of its business units, its subsidiaries and/or affiliate banks/companies or to any other person such information about the Customer and his accounts as the Bank shall consider appropriate, in case this individual or organization is legally allowed to check the accounts, otherwise they have to obtain a written approval from the Bank's client.
- f) To cover customer's liability, the Bank has the right to conclude insurance policies in the Bank's name and for the Bank's favour on customers life or on the Customer's companies in order to cover all types of insurable risks. All expenses, fees and premiums are to be borne by the customer and debited to his account without any objection whatsoever. This includes taxes due on the customer or those arising as a result of any transaction between the Bank and the customer or borne by the Bank on behalf of the customer. It also includes courts' fees, experts deposits, mortgage expenses, real estate documentation fees, commercial register extracts and attorney's fees whether by order of the court of law or agreed upon or legal consultations expenses regardless of its value.
- g) If the Bank seizes its operations for any reason, the customer will not claim that this event has affected the Customer's business in any way and hence, refrain from repaying the Customer's liabilities toward the Bank whether directly or to the successor of the Bank.
- h) The Bank shall be entitled to rely upon any instructions received from the Customer which the Bank believes are genuine. The Customer shall assume all risks of misunderstanding, notice and risks of instructions issued there from fraudulently and/or by any other unauthorized parties. The Customer agrees that the Bank shall not assume any responsibility for any loss, liability or expense that may arise from such fraud, misunderstanding, errors and/ or unauthorized instructions. The Customer shall hereby indemnify the Bank, its officers, employees, agents and representatives against all actions, damages, expenses, claims, demands and losses which are attributed or borne by the Bank or which may be incurred or arise towards it because of the Bank's implementation of such instructions.
- i) The Customer understands and agrees that the Bank, its subsidiaries or their employees shall not assume in any manner any losses or damages including the direct, incidental, penal and special losses or damages which include but are not limited to the loss of profits, loss of data, loss of use of any of the services including without limitation the services mentioned in clauses 10, 11 and 12, business interruption, loss of goodwill or reputation, cost of alternative services or costs of periods of interruption because of breakdown that are incurred by the Customer related to any of the service including but not limited to the following:
 1. Any errors by the Customer while carrying out any transaction.
 2. Any breakdown in performance, error, omission, delay, equipment breakdown or improper operation and cases of inaccuracy in operating any of the services.
 3. Unavailability of any of the services for any reason whatsoever.
 4. Any loss, damage or destruction that may be suffered by the Customer's equipment or any other any of data processing system as a result of using any service.
 5. Any breach of the confidentiality clauses arising directly or indirectly from the Customers use of the service.
 6. Any matter that arises from reasons beyond the Bank's control.
- j) The Bank shall not be liable for any damages suffered by the Customer regardless of the nature thereof and arising from inability of the Bank to complete the related operations due to the unavailability of a sufficient balance in the Customer's account in the course of completing the assumed transaction.
- k) The Customer hereby acknowledges and undertakes to pay all the charges of banking transactions conducted through the SMS and contact center services and authorizes the Bank to directly debit the Customer's account in respect thereof.

- l) The Customer declares that the receipt of the bank account statement by Customer's through the SMS banking service and the e-mail , takes place at the Customer's request and to the address/telephone number given to the Bank without the Bank assuming any liability thereof. The Customer undertakes that in case of the occurrence of any change in the Customer's mailing address/telephone number, the Customer shall give the Bank a written notice in this respect.
- m) The Bank shall be entitled to terminate any of the service in case of the Customer's breach of the terms and conditions governing all the banking services in the Bank. In addition, the Customer may request the Bank by a registered letter with a note of delivery to terminate any or all of the service upon settlement of all the dues owed by the Customer.
- n) The Bank on a confidential basis shall deal with all the information provided by the Customer but this shall not hinder the Bank from disclosing to the court authorities any information, clarifications or inquiries that are received officially from such authorities. Further, the Bank may in its sole discretion disclose any information to the concerned service provides where it is related to any of services with a view to developing and improving the performance of its services and finding out shortcomings of such services.
- o) If a conflict arises between the Arabic and the English texts of these terms and conditions, the Arabic version will legally prevail.
- p) The Qatari courts shall resolve any dispute that may arise between the parties.
- q) The client is obliged that the/her account at the Bank shall be used for personal purposes only and not for any commercial purposes in accordance with the directives of Qatar Central Bank. In case the account was used for any purpose other than personal purposes the Bank shall have the right to take all necessary actions to implement the regulations of Qatar Central Bank, including closing the account without prior notice.
- r) The client declares that all the information given on the account application form are correct and complete; that he/she shall be legally responsible if it proved to be otherwise; that he/she shall abide by every action to be taken by the Bank in such case; and the Bank shall have the right to close the account and the client shall bear the liability for any losses and compensations that may result from such case.
- s) The bank at its sole discretion may refuse to execute any instructions/transactions of any reason without being subject to any obligation, but to notify the customer immediately in such case.

Eleventh: Supplementary Terms and Conditions

QCB instructions require banks to get clients' signature as acknowledgement of the following:

- a) Per article No. (357) of the Penal Code, Law No. 11/2004: whoever commits, one of the following offenses, shall be imprisoned for a period not exceeding 3 years but not less than 3 months and a fine not exceeding QAR 10,000 but not less than QAR 3,000, with one of these two penalties:
1. The issuance of a cheque without sufficient balance.
 2. A drawee of a cheque draws, after producing the cheque, all or part of the cheque value, rendering the balance inadequate to cover the cheque value.
 3. A drawee orders the drawee bank to stop the cheque drawn.
 4. The drawee issues a cheque and or signs it in such a way that prevents honouring it.
 5. The beneficiary of a cheque endorses it to a 3rd party or hands over a bearer cheque to a third party, while knowing that it has sufficient balance or that the cheque is not payable.

In all cases, the court has the right, based on the beneficiary request, to enforce the convicted party in reimbursing the value of the cheque(s) and any other expense incurred by the beneficiary. In case of violation, the Bank is entitled to close the client's account and recall unused cheques or report the violations to the concerned authorities without any notice.

- b) The client acknowledge that his/her personal account(s) should not be used for any business purposes.
- c) In accordance with QCB instructions, as mended from time to time, all customer deposits which don't involve any debit or credit transactions, with exceptions of bank charges or system generated transactions, for more than 12 months for current accounts, or two years for saving accounts and five years for call accounts, will be deemed dormant and will be under bank supervisions. If the account dormancy lasts for 10 years from the date of the last transactions, the Bank has the right to set off the accounts against any outstanding debt balances and transfer the remained balance to the General Authority of Minor's Affairs of the State of Qatar.

Please also refer to our:

- 'Accounts' brochure
- 'Accounts fees and charges' brochure

For further information please also visit
 ahlibank.com.qa or call us on +974 4420 5222