

Account Disclosures – Bahrain

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 Bahrain Country Conditions and all other Relationship Documents. These disclosures may be updated from time to time, and the latest version will be available at:

<https://www.business.hsbc.com.bh/en-gb/bh/generic/download-centre>

1 How to make a complaint

Should you have a complaint about the service you have received, please use one of the following channels to provide us with your feedback. HSBC has a complaint handling process in place, details of which are provided below.

Call us at:

Payment related issue:

- Within HSBC Bahrain 1756 9878
- Outside Bahrain +973 1756 9878 (Option 1)

HSBCnet issues:

- Within HSBC Bahrain 1756 9878
- Outside Bahrain +973 1756 9878 (Option 2)

Corporate credit card issues:

- Within HSBC Bahrain 8000 88010
- Outside Bahrain +973 1756 9878 (Option 3)

Or visit the nearest HSBC Branch or Customer Service Centre. Visit www.hsbc.com.bh.waystobank in order to locate the nearest branch or Customer Service Centre.

Escalation of a complaint:

Corporate Banking:

If you have any complaint or query kindly arrange to contact your relationship Manager

Email or write to us:

If you are not satisfied with the response you have received by lodging your complaint through the channels provided above or if you do not receive a response within the time frame communicated, you may escalate the issue to the Complaints Handling Officer at:

Email: cust.exp.corp.bh@hsbc.com

Letter, please write to: Complaints Handling Officer, PO Box 57, Seef, Manama, Kingdom of Bahrain.

We will contact you within two working days following the receipt of your correspondence.

If you are not satisfied with our response:

If you do not receive a reply from the Bank within 30 days from the Customer Complaints Officer or you are not satisfied with the Bank's final decision, please refer the case to the Central Bank of Bahrain within 30 calendar days from the date of receiving the Bank's letter. You can submit the case through the 'Complaint Form' on the Central Bank of Bahrain's website www.cbb.gov.bh

2 Fees and Charges

The Bank's standard fees and charges are available at: <https://www.business.hsbc.com.bh/en-gb/bh/generic/fees-and-charges-january-2022>

3 Standard Interest Rates

The Bank's standard interest rates are available at: <https://www.business.hsbc.com.bh/en-gb/bh/generic/standard-credit-interest-rates>

4 Statements

The Bank will provide statements showing the payments into and from each Account through electronic channels, or to the address we have in our records for you, in accordance with the applicable laws, rules and regulations of the Kingdom of Bahrain in place from time to time. You are responsible for updating your contact details to ensure that you receive statements from us.

5 Privacy Notice

The privacy notice for corporate customers in the Kingdom of Bahrain (as amended from time to time) is available at: <https://www.business.hsbc.com.bh/en-gb/bh/generic/privacy>

6 Cheques

6.1 Issuance of Cheque Books

Cheque books are only issued for current accounts in the Kingdom of Bahrain denominated in BHD.

6.2 The Customer must ensure the safe and proper custody of cheque books at all times. The Customer must promptly notify the Bank and the relevant authorities in case a cheque book or any cheque is lost or stolen. Unless and until the Bank has received such notification, the Customer shall be responsible for any cheque drawn on the Customer's Account.

6.3 Use of Cheques

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

6.4 Protecting Cheques

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

- only using cheques in the form issued by the Bank;
- always writing on cheques in non-erasable ink;
- not leaving any space for insertions and add the word "only" after the written amount;
- never pre-signing blank cheques; and
- never using corrective fluid.

6.5 Mistakes

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.

6.6 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.

6.7 Cheque Clearing

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.

6.8 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.

6.9 Stopping Cheque payments

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.

6.10 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.

6.11 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.

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

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 extended time for paying the cheque which may reach 5 years.

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

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

6.14 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 the laws of the Kingdom of Bahrain. The Bank will send a written warning to the relevant Customer informing the Customer of the dishonoured cheque and requesting the Customer to immediately make good the insufficiency in the relevant Account in order to clear the cheque.

6.15 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 Kingdom of Bahrain could be restricted.

6.16 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.

6.17 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, converting the Account into a savings or other account, not being able to open a current account for a period of time in accordance with applicable laws and/or the Bank closing the Account(s), collecting from the Customer any unused cheques and reporting the name of the Customer and returned cheque details to the Central Bank of Bahrain, the Benefit Company B. S.C (C) or any other competent authority without any notice to the Customer or any liability on the Bank. The Bank will keep a record of the number of bounced cheques returns on an Account. In the event of an Account being closed, the Customer must immediately return to the Bank all unused cheques in respect of that Account.

6.18 Unclaimed Cheques

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 Central Bank of Bahrain whether that cheque was payable to the Customer or to a third party.

6.19 What happens if a Cheque is returned unpaid?

If a cheque paid into an Account is returned unpaid the Bank will deduct the amount of the cheque from the Account.

7 Account Usage policy

7.1 The Bank will treat dormant Account(s) and unclaimed balances (as defined in the applicable laws, rules and regulations of the Kingdom of Bahrain in place from time to time) in accordance with the Bank's relevant policies and procedures and in accordance with applicable laws, rules and regulations of the Kingdom of Bahrain in place from time to time, which includes:

- (a) accepting electronic or manual transfers into dormant accounts; and
- (b) closing an Account within 6 months from the date the Account(s) becomes dormant and its balance becomes zero.

7.2 The Bank will notify you through electronic means or to the address we have in our records, if any Account that becomes dormant is closed.

8 Insolvency, death or incapacity

8.1 In the event of:

- (a) the death or incapacity of the Customer (where the Customer does not have a separate legal personality from its shareholders); or
- (b) the death or incapacity of any Authorised Person of the Customer; or
- (c) the occurrence of any event or circumstance referred to in the Terms,

upon receipt of evidence to the satisfaction of the Bank, the Bank shall suspend all dealings on all Accounts (other than receiving any sum to be credited to any Account) until a duly appointed heir(s), successor(s), executor(s), administrator(s) or court appointed officer, representative or Authorised Person as the case may be, has been properly and legally empowered to deal with the Account(s). Following this the Bank will release any residual balance held in the Accounts (after settling all pending liabilities on such Account(s)), in accordance with applicable laws.

9 Regulatory Disclosure

Issued by HSBC Bank Middle East Limited Bahrain Branch, P.O. Box 57, Manama, Kingdom of Bahrain, licensed and regulated by the Central Bank of Bahrain as a Conventional Retail Bank in the Kingdom of Bahrain and lead regulated by the Dubai Financial Services Authority.