



United National Bank

General Terms and Conditions

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GENERAL TERMS AND CONDITIONS

1. Information about the bank

United National Bank Limited
2 Brook Street
London W1S 1BQ
Tel: 0207 290 8000
www.unbankltd.com

United National Bank is authorised and regulated by the Financial Services Authority. The company is registered in England and Wales and our registered number is 4146820.

If you use one of our other branches, your payment instruction may be processed by that branch. Details of all of our branch addresses and contact numbers can be found in our Key Features Document and on our website.

We may at our discretion, change our banking hours, banking practices, availability of branches and similar matters by giving you notice in branches or in the national press or by post (which includes statement messages). The change will apply from the date specified in the notice. If we plan to close or move the branch where you bank, we will give you at least 12 weeks prior notice. This notice will inform you how we propose to continue providing banking services for you.

Banking terms and conditions implied by law will also apply to our relationship with you unless varied or amended by any particular terms and conditions relating to an account or service, or by these general terms and conditions.

We may transfer all or any of our rights in relation to your account. We may also transfer any of our obligations, but only to an entity which we reasonably consider capable of performing these obligations. References to our bank in these terms and conditions would then be references to the new entity to whom any relevant right or obligation was transferred. You may not transfer any of your rights or obligations in relation to your accounts.

These general terms and conditions apply to current, savings, fixed term deposits and notice accounts and joint accounts. They explain our obligations to you and your obligations to us. They apply to all our bank services, but may be added to or varied by specific conditions for certain services.

2. Definitions

In these general terms and conditions

- a) **The Bank** means United National Bank
- b) **A Business Day** means Monday to Friday but excluding Bank Holidays
- c) **Account** means any account opened in the name of the account holders by the Bank
- d) **Joint Account** means an account opened in the names of more than one person
- e) **Current account** means an account where withdrawals can be made by cheque and on which no interest is paid on credit balances
- f) **Savings account** means any account bearing interest other than a fixed deposit account
- g) **Fixed Deposit Account** means either a fixed term deposit account or a call deposit account where money is placed with the bank for a fixed period or on call notice. Such accounts bear interest.

The service and information we provide

3. Before you become a customer of the bank, we will provide you with: details of the bank itself; a copy of the general terms

and conditions; copies of all of our product literature that is relevant to you and the service you require, including rates of interest and details of our charges schedule; details of your right to cancel the contract; details of our internal complaints procedure and the Financial Services Compensation Scheme which United National Bank are a part of. We will also inform you of the cheque clearing process and details of when funds placed with us or transferred to us will be available to you.

4. At any time during our business relationship, you may request to receive a copy of our terms and conditions. These are also available at all times on our website for your information.
5. All the documentation that we provide to you, or communications we make with you will be in English and will be in a clear and comprehensible form. Our documentation is available at any time during our business relationship on our website or by request.
6. Any communications made with you during the course of our business relationship, for the purposes of providing you with information, will be made in writing. As previously stated, any changes to interest rates or charges will also be displayed in our branches or on our website which can be accessed through www.unbankltd.com
7. You should advise us immediately if you change your address. We will not accept instructions not to write to you. Where we hold a correspondence address and a different home address for you, we may send mail to your home address if correspondence is either returned from the correspondence address or you do not respond to mail sent to your correspondence address when we have requested you to do so
8. You will be able to provide us with written instructions to carry out a payment service. This will also include where you fill out a remittance form to carry out a payment transaction. We will use these instructions to pay the money away and this will be done electronically, for example, by SWIFT, which is a secure electronic payment system used by banks to facilitate quick and secure payments. The beneficiary should receive the money into their accounts within 24 hours for payments with in the UK and EEA. If we receive payment instructions for direct debits or standing orders, or for payments to be sent outside of the EEA the beneficiary will receive the payment within 3 working days. The maximum execution time will be 3 days.
9. The only exception to the above is that payments to certain countries may be subject to further delays due to the systems they have in place. We will inform you if your payment may fall into this category.
10. The time we deem to have received a payment order is the time at which the payment order, given directly by you, or indirectly through a payee, is received by us. If the time of receipt does not fall on a business day for us, the order will be deemed to have been received on the following business day.
11. In order for us to properly execute a payment instruction you must provide us with the correct account number and sort code of the beneficiary you wish to send the money to.

We are not liable for non-execution or defective execution of a transaction where you have provided the wrong account number and sort code for the beneficiary. We will make all reasonable efforts to recover the funds involved and we may charge you for any such recovery of funds.

12. We require written consent to enable us to process and execute any payment transaction. This can be in the form of a letter, or fax. A fax request can only be accepted if you have signed a fax indemnity form on account opening or subsequently. This allows us to accept faxed instructions on your account. Similarly, withdrawal of consent must be received in writing, again by letter, or fax (provided you have signed a fax indemnity form.) Consent must be given before the execution of the payment transaction.
 13. In the event that we receive conflicting instructions, we may refuse to act upon such instructions until we have received clear instructions
 14. Instructions will only be carried out during banking hours on business days and instructions with a foreign element will only be carried out on days when the relevant foreign bank is open for business in the country concerned.
 15. You may withdraw consent to a payment transaction at any time before the point at which the payment instruction can no longer be revoked, which is after it has been received by us. In the case of a direct debit, you may not revoke the payment instruction after the end of the business day preceding the day agreed for debiting the funds. The only instance when a payment instruction may be revoked outside of these time-lines, is when we agree with you that this is acceptable.
 16. Account holders may make transfers between any of their current and savings accounts by giving instruction in writing to us.
 17. All payment instructions will be processed by the end of the next working day
 18. Cash, cheques and other items payable to you can be paid into your account
 19. Where you place cash into your account with us, in the same currency as your account, we will ensure that that amount is made available and value dated immediately after receipt of the funds.
 20. Where you receive a payment transaction into your account, the credit value date will be the same day on which we received the money. We will ensure that the amount of the transaction received is available to you immediately after it is credited to your account.

The debit value date for the sender's account will be no earlier than the time at which the amount of the transaction is debited to that payment account.
 21. If you wish to pay into your account a cheque or other item which has been made payable to a third party, that third party must endorse (sign) the back of the cheque or other document in favour of the customer. We may request further details before we agree to accept such a cheque or other payment made payable to a third party. If the cheque or other payment is marked on the front as 'not transferable' or 'account payee' we can only accept it for the account of the person to whom the cheque or other payment is made payable. The only exception for this is a joint account. We will accept cheques or other payments made payable to any of the joint account holders for the credit of the joint account. If the cheque or other payment is made payable to 2 payees and there is no joint account, it cannot be paid into a sole account.
 22. Cheques or other payment items can be paid into your account by post, over the counter at any of the branches of our bank, or through NatWest or by personal delivery. We will only accept responsibility for such items after they have been received and checked by us. However, cash can only be accepted over our counters.
 23. If we receive for payment, a cheque from you that is more than 6 months old, we are not obliged to make payment, but we may do so at our discretion.
 24. Cheques can only be issued on a current account and on a pre-printed form provided to you by us. When writing a cheque, you must take all reasonable precautions to prevent it being altered by a third party. You must always draw cheques in such a manner as the unauthorised alteration or forgery of the cheque is not easy to facilitate.
 25. You should not write a future date on a cheque as it may not be possible to prevent the payee from paying it into their bank before that date. If such a cheque is written by you, we will not be liable for any loss or damage suffered by you as a result of infringement of this condition by the bank paying a cheque before the due date.
 26. Withdrawals from accounts in any currency other than Sterling may only be made by draft or telegraphic transfer.
 27. Where you initiate a payment transaction, at your request, we will provide you with the following information: a) the maximum execution time, b) the charges payable by you in respect of that transaction and where applicable, a breakdown of these charges
 28. We will only make payments from an account if there are enough cleared funds in the account to cover the payments, or in the case of payments from a current account, if the amounts to be paid are covered by an overdraft agreed between us. In making this calculation, we may include any other payments which we have agreed to make of which we have made from the account, or which may already have been authorised. This is irrespective of whether or not such transactions have already been deducted from your account
 29. We may at our absolute discretion, in the case of customer aged 18 or over, allow you to make a payment from your account that may cause the account to go overdrawn or exceed any agreed overdraft limit. This is entirely at the discretion of the bank and does not place any obligation on us to so exercise our discretion in the same way at any time in the future.
- Statements**
30. If you have made a transaction on your account in any given month we will send you a written statement at the end of the month unless you have requested otherwise. This statement will contain details of all transactions made that month and will be sent to you through the post. If no transactions are made on your account, a statement will be sent out to you at least once a year. There will be no charge for providing you with your statement under these timescales.

The transaction details we will provide you with in the statement include the following:
 - a) A reference enabling you to identify each payment and where appropriate, information relating to the beneficiary
 - b) The amount of the payment transaction in the currency in which your account is debited or in the currency used for the payment instruction

- c) The amount of any charges and where applicable, a breakdown of these charges, or the interest payable by you
- d) Where applicable, the exchange rate used by us and the amount of the transaction after that currency exchange. (If this is not included on the statement, a separate notification will be sent to you advising you of this information.)
- e) A debit value date or the date of receipt of the payment instruction

You may request a copy of your statement more frequently than stated above and at any time during our business relationship. You can also be provided with a duplicate statement. Please note in such instances, there will be a charge for supplying the statements.

Where you receive payment into your account, we will provide you with details of these payments in your statement. As above, where you have received credits into your account on any given month, we will send you a written statement at the end of the month. The information we will provide you with is as follows:

- a) A reference enabling you to identify the transaction and where appropriate, the sender and any information transferred with the payment
 - b) The amount of the transaction in the currency in which your account is credited
 - c) Any charges and where applicable, a breakdown of the charges
 - d) Where applicable, the exchange rate used in the transaction and the amount of the payment before the currency conversion. (If this is not included on the statement, a separate notification will be sent to you advising you of this information.)
 - e) Credit value date
31. If we provide you with details of the balance of your account, this balance may include transactions that are still being processed, such as cheques which are in the process of being cleared and so may be subject to change. Any such balance given by us to you may not represent funds which are available for you to withdraw. We may also provide you with details of the available balance on your account. This will represent funds which the customer is able to withdraw (subject to other restrictions on withdrawal) and includes the amount of any overdraft which we have agreed to with you.
32. The bank has minimum balance requirement to be maintained in some accounts. The minimum balance requirements may change from time to time and customers will be advised at least 2 months in advance of any such change being implemented.

Charges

33. Details of all charges payable by you, to us, are listed in the separate Charges Leaflet that will be provided on account opening and is also available on our website. This leaflet forms part of our general terms and conditions. We reserve the right to change these charges and in these instances, we will write to you and inform you personally of the changes at least 2 months prior to the change taking place.

Interest rates

Notice accounts and fixed term deposits:

34. For our notice accounts, changes in interest rate, that are favourable to you, will be applied immediately and without prior notice. We will display the rate changes on our website and in our branches within 3 working days of the change.

For rate changes on our notice accounts that are not favourable to you, we will write to you personally to inform you of the change at least 14 days prior to the change taking place. You will also be given a period of 30 days from the date of our notification, during which you can close or switch your account without providing any notice or suffering any penalty that may ordinarily result from not honouring the notice period. Our notification will also contain details of any comparable services for which you may be eligible and offer our assistance to either move you to another service, or move your account to a different firm.

Standard Savings Accounts:

35. Where we make an interest rate change on our standard savings accounts that is favourable to you, the change will be applied immediately without giving prior notice to you. We will display the changes in our branches and on our website within 3 working days of the change and will write to you personally to inform you of the rate change within 30 days of the change taking effect.

If we make a rate change on our standard savings accounts that is not favourable to you, then we will write to inform you of this change at least 2 months prior to the change taking place.

36. Interest is calculated on the daily cleared balance on the appropriate account and is paid in accordance with our standard practice as advised. In the case of accounts denominated in sterling, interest is calculated on the basis of a 365 day year or a 366 day year in a leap year and for all other currencies on the basis of a 360 day year.
37. We will pay interest after deduction of tax at the applicable rate. Under existing UK law, starting and basic rate taxpayers have no further liability to UK tax. Account holders who are resident and ordinarily resident in the UK may receive interest gross; that is without the deduction of tax, if they are eligible and an Inland Revenue form R85 can be completed, signed by them and returned to us. Please speak to a branch manager if you think this applies to you.

Fixed Term Deposits:

38. The interest rate on your fixed term deposit accounts will remain fixed for the term of your deposit. The bank reserves the right to change the interest rate for new contracts at any point, but will not affect customers already under an existing fixed term deposit at the time of any rate change. The new rates will apply to any new accounts and to any rollovers after the rate change has been announced. If you have standing instructions to us asking for your fixed term deposit to be rolled over at maturity and the rate has changed in the mean time, we will contact you and ask you if you still wish to deposit to be rolled over. If you then do not wish your deposit to be rolled over we will give you details of any comparable services for which you may be eligible and offer our assistance to either move you to another service, or move your account to a different firm.

Currency Conversion:

39. All payment transactions will be executed in the currency agreed between the bank and you. Where a currency conversion is offered before the initiation of the transaction, we will disclose to you all the charges, as well as the exchange rate to be used for converting the transaction.

Joint Accounts

40. Unless the following conflicts with any other instruction given

in writing on the joint account to us, and until any of the joint account holders cancel this authority, we are authorised to:

- Pay all cheques and accept all other instructions for payment or to stop such payments, signed or given by any one of the joint account holders, whether the account is in debit or credit and,
- Deliver any item held by us in safe keeping in the names of the joint account holders against the receipt of any one of the joint account holders and,
- Accept instructions signed or given to us by any one of the joint account holders to act on behalf of all of the joint account holders in all other transactions with us, including providing a loan or overdraft or other facility and opening further accounts in the joint names of the joint account holders.
- For such purposes, instructions may be in writing

We will accept such authority until it is cancelled by any one of the joint account holders (unless otherwise agreed in writing) or treated by us as cancelled.

If any of the joint account holders advises us of a dispute between any of the joint account holders, we may treat such as notice of cancellation of the authority. If we do accept this as notice of cancellation of the authority, any further transactions, including any payments by standing order or by direct debit, will need the authority of all of the joint account holders.

We may disclose to any of the joint account holders any information which we hold about the account
In the event of the death of any of the joint account holders, the survivor(s) have authority to instruct us to pay to them any credit balance and deliver to them any items held in safe keeping, subject to any rights which we or a third party may have.

Third Party Mandate

41. We will accept authority for a third party to operate an account. For us to accept such authority, all of the account holders in the case of a joint account or the account holder in the case of a sole account must sign an instruction (a third party mandate) to us to do so. Additionally, we will require to be satisfied as to the identity of any such third party, in accordance with normal procedures.

Returned Cheques

41. If a cheque or other payment which is paid into your account is returned unpaid, the amount shown on it will be debited from your account. We will send the debit advice to you. Depending on the reason for the cheque or other payment being returned unpaid, we will either re-present the cheque or return it to you. Different procedures apply to cheques drawn in a foreign currency other than in Euros) or cheques drawn in sterling or in Euros on a bank abroad.
42. If you wish to pay in cash or a cheque of one currency into an account in another currency, we will convert the amount at its applicable rate of exchange.
43. We may agree to negotiate a foreign cheque. This means we will add to your account immediately the full amount or converted amount, but if it is returned unpaid, we will have recourse against you and we are entitled to deduct from your account either the amount that we added, or if we have converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the day that we made the deduction. This means that if the exchange rate has changed, the amount deducted by us could be greater or

less than the amount originally credited to the account. If a foreign cheque is negotiated by us, we will deduct our fees at the time that it is paid in. If the cheque is returned unpaid, a further fee will be deducted at the time it is returned. The fees of our correspondents or agents may also be payable whether or not the cheque is paid.

44. In some cases, we may decide or agree to send a foreign cheque for collection. This means the amount will be credited to your account only when we have received the money from the bank on which the cheque was drawn. If we collect a cheque, we will deduct a fee from the proceeds at the time when they are received, or if it is not paid, we will charge you a fee at the time we receive the unpaid cheque. Such fees will include any charges made by our agents and any charges made by the bank on which the cheque was drawn.
45. Any foreign cheques must be endorsed. The signature should be in the same form as the customer's name on the face of the cheque
46. We take care in choosing our agents and correspondents when negotiating or collecting foreign cheques, but we do not accept liability for any loss, damage or delay which is not directly due to our own negligence. If exchange restrictions or other cause results in us receiving payment in a currency different from that of the cheque, neither we nor our agents will be liable for any loss in exchanging the proceeds in to the currency of your account. We may not always be able to negotiate or collect foreign cheques for you.
47. Reference to foreign cheques in these general terms and conditions includes other forms of foreign payment. The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time also apply to any negotiation or collection of foreign cheques, or other forms of foreign payment.

Account information safety

48. You must take all reasonable steps to keep your cheque book, ATM card and PIN safe. PINS, passwords and security information should never be written down; instead, you should try to remember the information. You should not disclose your PIN or passwords to any third party. You must take reasonable care when storing or disposing of any documentation containing your account information. Simple steps such as shredding should be taken to ensure the security of your information.

If you have lost your cheque book, ATM card or someone knows your PIN, password or security information, please contact the bank immediately to inform us of the fact. The best way to contact us is by telephone on 020 7290 8000. If it is out of office hours, please leave a message informing us of the situation and we will deal with it first thing the next working day. We will ensure that you are always able to inform us of such matters.

49. We will ensure that all the personalised security features of your ATM card are not accessible to persons other than you, the person to whom it has been issued. We will not send you unsolicited cards, except where the card already issued to you is to be replaced.
50. We reserve the right to stop the use of your ATM card on reasonable grounds, which relate to: the security of the ATM card, the suspected unauthorised or fraudulent use of the card or if the card has a credit line, a significantly increased risk that you may be unable to fulfill the liability to repay.

Before we carry out any measures to stop the use of the ATM card, we will inform you that we intend to do so and give reasons for doing so. Where we are unable to inform you prior to stopping the instrument, we will do so immediately afterwards. This provision however does not apply where notification would compromise reasonable security measures or would be otherwise unlawful.

Unauthorised Payment Transactions

51. Your liability for any losses incurred in respect of unauthorised payment transactions is as follows:
- You are liable up to a maximum of £50 for any losses incurred from the use of a lost or stolen ATM card. You are similarly liable up to a maximum of £50 where you have failed to keep safe the security features of your ATM card
 - You are liable for all losses incurred where you have acted fraudulently or have with intent or gross negligence failed to use your ATM card and security features in line with their general terms and conditions, failed to report the loss of theft or failed to take all reasonable steps to keep the card and security information safe.
 - You are not liable for any losses which are incurred after you have notified us that your ATM card, PIN or password has been lost or stolen or if we have failed to provide a means by which you can notify us of the loss.
52. If you become aware of an unauthorised or incorrect payment transaction, you must notify us without any undue delay, and in any event, no later than 13 months after the debit date.

Where you deny having authorised a payment, it is for us to prove that the payment was authorised.

Subject to you notifying us of the unauthorised/incorrect payment transaction within the time periods mentioned above and where we cannot prove that the payment transaction was authenticated, accurately recorded, entered into our accounts and not affected by a technical breakdown, we will refund the amount of the unauthorised payment transaction and restore the debited account to the state it would have been in had the transaction not taken place.

53. Where the payment instruction has been initiated by you, we are liable to you for the correct execution of the transaction, unless we can prove to you and where relevant, the beneficiary's bank, that the beneficiary bank received the amount of the transaction sent. If you so request, we will make immediate efforts to trace the payment transaction and we will notify you of the outcome. If we are at fault, we will refund the amount of the transaction without undue delay. In the instance that we can prove that the beneficiary bank received the money, the beneficiary bank will be liable to the beneficiary for the correct execution of the transaction and in turn must make available the amount of the transaction to the beneficiary and where applicable, credit the amount to the beneficiary's account.

Refusal of payment instructions

54. We reserve the right to refuse to execute a payment instruction, for example, if you have insufficient funds in your account to do so. In these cases, we will notify you of the refusal, and if possible, reasons for the refusal and the procedure for rectifying any factual errors that led to the refusal. We will notify you in writing of the refusal. There may be a charge applied for us having to send you such a notification. We will not notify you of the refusal to execute if such notification would be otherwise unlawful.

55. In the event that a petition for a bankruptcy order is made against you, then you agree that we may refuse to act on any instruction given by you or any one else to make a payment out of your account, unless there has been an appropriate order previously obtained from the court, a certified copy of which has been shown to us and further that we are authorised to set up a separate account in your name to which any future payments may be credited.

Payments initiated by or through a payee

56. You are entitled to a refund from us for the full amount of any authorised payment transaction which has been initiated by, or through a payee where:
- a) The authorisation did not specify the exact amount of the payment transaction when you gave authorisation for the payment and
 - b) Where the amount of the transaction exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, the terms and conditions and the circumstances of the case.
- An example of this could be where a direct debit is taken from your account for more than what you authorised to be taken.

This right to a refund will not apply where you have given consent directly to us for the payment transaction to be executed and if the information on the payment transaction was provided or made available to you for at least 4 weeks before the due date by either us or the payee.

57. You must request a refund from us within 8 weeks from the date that the funds were debited. We may require you to provide us with information which would be reasonably necessary for us to ascertain whether the amount should be refunded. We will then either, refund the full amount of the transaction, or provide justification for refusing to refund the payment transaction. The refund, or justification for not refunding will be provided within 10 business days of receiving a request from you, or where applicable, within 10 working days of receiving any additional information required from you.
58. We will be liable to you for any charges for which you are responsible and any interest that you must pay as a consequence of the non-execution or defective execution of a payment transaction.

Changes to the terms and conditions and termination of the contract

59. We will give at least 2 months prior notice of any changes to the terms and conditions of your account. If you do not contact us to notify us that you do not accept these changes before their proposed date of entry into force, you will be deemed to have accepted the changes.
60. The contractual relationship between us and you will continue for as long as you remain a customer of the bank or until either the bank or you terminate the contract.
61. For our standard current and savings accounts, you may terminate the contract at any time. This must be done in writing. For joint accounts, all customers must agree and sign for account closure. We will not charge for the termination of the contract. We may terminate the contract by providing you with at least 2 months written notice of our intention to do so.

For our fixed term deposit accounts and notice accounts, there is no right to cancel the contract. For our notice account, the specified amount of notice must be given on that account before the account can be closed. You may be able to withdraw early from a fixed term deposit if you request, but

this will be at the banks discretion and will also be subject to a penalty being applied.

62. The above conditions do not affect any right of a party to the contract to treat it as unenforceable or void, which includes any right arising out of a breach of contract.
63. We will return all cheques drawn on an account which has been closed but may require you to repay any money owed to us, including the amount of any cheques which have been issued and which are paid by us after closure, together with any charges incurred.
64. We value our customers' business but also acknowledge that, on rare occasions, you may not feel fully satisfied with the service provided by the bank. If you have a grievance, please ask a member of staff who will advise you of the internal complaints procedure of the bank. You can contact us by calling our Customer Service Department on **020 7290 8000**.

We are covered by the Financial Ombudsman Service and if you are not entirely satisfied with our response you can refer your complaint to them. The contact details for the FOS are as follows:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
www.financial-ombudsman.org.uk
Tel: 0845 080 1800

65. We will ensure that the full amount of a payment transaction is transferred to the beneficiary. Any charges incurred will be in-line with our charges leaflet, which forms part of these terms and conditions and will be charged in addition to the amount being transferred. Charges will not be deducted from the amount of the payment to be transferred. If you do not have sufficient money in your account to cover the amount to be transferred and the charges incurred, we will not send the payment.
66. Neither the bank nor you will be liable for any contravention of a requirement imposed under these terms and conditions where the contravention is due to abnormal and unforeseeable circumstances beyond your or our control, the consequences of which would have been unavoidable despite all efforts to the contrary.
67. We will not be liable for any contravention of a requirements imposed on us under these terms and conditions where the contravention is due to the obligations imposed on us under other provisions of Community or national law.

Post sale requirements

68. Any services we provide to you will be prompt, efficient are fair. Treating Customers Fairly is a central principle for the bank and we will ensure you are treated fairly at all times.

Customers in financial difficulty

69. We abide by Principle 6 of the FSA's Principles for Business at all times during our business relationship. We will always pay due regard to your interests, and will always deal fairly with you should you experience any financial difficulties.

Moving your banking service

70. Should you wish to move your banking service from us to another firm, we will provide a prompt and efficient service

enabling you to do so.

71. If you wish to move your banking service from us to another firm we have no arrangements with, we will only be able to assist you in respect of terminating your banking service with us and returning any deposit (with interest as appropriate) to you.
72. If you wish to move your banking service from us to another firm we do have arrangements with, we will be able to assist you with termination of your account with us and then the transfer of any account balance and details of direct debits and standing orders to the new firm.

Lost and Dormant accounts

73. We will assist you in so far as possible to trace, and if appropriate, have access to a deposit held in a lost or dormant account at our bank. This will apply even if you are unable to provide us with sufficient information to identify the account concerned and you have not carried out any transactions on the account for an extended period of time.

Hold Mail Requests

74. We will not accept any instructions to hold your mail

Borrowing

75. Borrowing can be arranged for customer aged 18 or above, either on an overdraft, on a current account or by a separate loan. We will agree with you the most suitable form of borrowing for you.
76. Unless an overdraft has been agreed with us, you must always keep your account in credit.
77. If an overdraft has been agreed on your account, the interest rate will be shown in a letter that sets out the terms of the overdraft. You must not go over any agreed overdraft limit without our prior consent and agreement. We reserve the right to reduce or increase any agreed limit but will write to inform you when we do so.
78. We will tell you the amount of any arrangement fee which we may charge for agreeing an overdraft and any fee which we may charge for renewing or reviewing an overdraft.
79. We reserve the right not to pay a cheque or other item if that would make your account go overdrawn or go over your agreed overdraft limit. If this happens, we reserve the right to charge a fee for returned items.
80. If we have to return 3 or more items unpaid on a current account due to insufficient funds, we reserve the right to close that account in line with the set out notification periods. We will return any credit balances on the account. If the account is overdrawn, we will require you to repay the money owed to us.
81. If we, in our absolute discretion decide to pay a cheque that causes the account to go overdrawn or exceed the agreed overdraft limit, this does not mean that we have agreed an overdraft or an increased limit. You must immediately pay into your account enough money to cover the overdrawn amount or the amount that has gone over your overdraft limit.
82. If your account goes overdrawn or over an agreed limit, we reserve the right to charge interest on the amount exceeded. We may continue to charge this rate until there is a cleared credit balance, or until an overdraft has been agreed, or the exceeded amount on an agreed limit has been paid back. The

rate of interest charged may vary and details of this can be obtained from any branch.

83. In addition to charging interest, we also reserve the right to charge a fee for an overdraft not agreed in advance.
84. We will work out the interest owed by you on an overdrawn account on the cleared debit balance of that account on a daily basis. The interest will be debited to the account monthly.
85. Any overdraft limit can be withdrawn by us at any time and if this happens, you must pay back to us any money that you owe us immediately.
86. If any account is in credit, we reserve the right to use such credit to reduce or repay to us any overdrawn amounts on other accounts we hold in the same name or joint accounts.

Responsibility for borrowing

87. Any individual customer is personally responsible for any money borrowed from us, whether this arises from the actions of that individual or any other person authorised by that individual.
88. In the case of joint accounts, all holders are together and individually responsible for any money owed to us on such joint account. We may demand repayment from all and any of such joint account holders for money owing on such account.
89. Where in the case of a joint account any joint account holder has an account in his or her sole name and that account has credit balance, we reserve the right to set off such monies against money owing to us on the joint account

Confidentiality and Data Protection

90. We will treat all your personal information as private and confidential (even when a customer is no longer a customer). Nothing about your relationship with us, or your name or address will be disclosed to anyone, other than in accordance with the terms set out below or;
 - Where we or any third party acting on our behalf is legally compelled to do so
 - Where there is a duty to the public to disclose
 - When our interests require disclosure or
 - Where disclosure is made at your request or with your consent.
91. When considering a customer's application to open an account, and where appropriate from time to time during our business relationship, we may search your record at credit reference and fraud prevention agencies. The result of these searches will be added to your records and your original application. If you give false or inaccurate information and we suspect fraud, we will record this. We will also use credit scoring and may search the voters' role and carry out other identity checks. We will record with credit reference agencies details of your agreement with us, your payment record and in particular, any default where you do not make satisfactory repayment proposals. If details of your default are given to credit reference agencies, this may make it difficult for you to obtain credit elsewhere in the future.
92. Records held by credit reference and fraud prevention agencies may be used and searched by us and by other organisations for the following purposes:
 - Help make decisions about credit and credit related services and to manage accounts for customers
 - Fraud prevention, debtor tracing, debt recovery and to check customers identity to prevent money laundering

93. We and credit reference and fraud prevention agencies also use records for statistical analysis about credit and fraud matters.
94. If a customer requires details of the credit reference and fraud prevention agencies used by us, please contact the data protection officer at our Main Branch London.
95. We may use, analyse and assess information held about you and your relationship with us, including that nature of your transactions for credit assessment, market research and in servicing your relationship with us.
96. Information may also be disclosed to members of the bank and to others to provide the customer with services, for the purposes of fraud prevention, audit and debt collection and if required, by governmental and non-governmental regulators or ombudsmen.
97. We may exchange between our different departments, use, analyse and assess information held about you and your relationship with us, including the nature of your transactions, to give you information about products and services from members of our banks group and those selected third parties, which may interest you, by telephone, post or other means. Your name and address will only be disclosed for marketing purposes to the extent that it has been agreed to by you.
98. If you do not wish to be contacted for marketing purposes, please inform us.
99. Under Data Protection Legislation, you can ask in writing for a copy of certain personal information held by us about you. There is a charge of £10 to obtain this information.

100. To ensure we carry out your instructions clearly and accurately and to help us continually improve our service and in the interest of security, we may monitor and record tele phone calls made by you to the bank. In the interests of security, we may use CCTV recording equipment in and around our premises. All recordings are the sole property of the bank.
101. We may need to make and retain photocopies of passports, driving licenses or other identification evidence produced to us by you.
102. If a banker's reference about you is requested, we will ask you for your written consent to give this reference before it is given.

Jurisdiction and Governing Law

103. These general terms and conditions are governed by English Law
104. The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these general terms and conditions (including dispute regarding the existence, validity or termination of these general terms and conditions) ('a dispute').
105. You and the bank agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly neither will argue to the contrary.
106. This condition is for the benefit of the customer and the bank only. As a result neither the customer nor the bank shall be prevented from taking proceedings relating to a dispute in any other courts with jurisdiction. To the extent allowed by law, the customer and the bank may take concurrent proceedings in any number of jurisdictions.

DEPOSIT ACCOUNT

- (1) a. To apply for Three Months Notice Period, 2 years & 3 years fixed Deposit Accounts, a minimum deposit of £1.00 applies.
 - b. To apply for six months and one year fixed term deposit accounts, we require a minimum deposit of £2,500.00
 - c. For six months, 1 year, 2 years & 3 years fixed deposits, interest rate is fixed for the period funds are placed and interest is paid at the maturity of deposit term.
 - d. For three months notice period, interest rate is variable and interest is paid every 6 months.
- (2) Interest is accrued on a daily basis on all cleared funds and credited on maturity.
 - (3) Cheques paid into your account take up to four working days to clear. Interest is calculated from the second working day not including the day it is paid in. Interest is calculated daily up to and including the day before withdrawal or closure, or until the actual date of transfer to another account with us.
 - (4) Confirmation of interest will be issued at maturity after the interest payment date.
 - (5) You are advised to inform us promptly regarding any changes in your personal details. Supporting evidence is required in the case of a change in the name of the Account.
 - (6) Balances that fall below £2,500 in case of 6 months & 1 year fixed deposit and £1 in case of 3 months notice, 2 years & 3 years fixed deposit accounts will cease to attract interest at the fixed rate, instead you will be paid interest at the UNB deposit rate.
 - (7) The Management, at its discretion, may allow an early withdrawal of funds (before the maturity of deposit). However, this will incur an interest penalty, which is calculated as per UNB standard rates.

INTEREST PENALTY CALCULATION

If an early withdrawal of funds has been sanctioned then the following calculation will be used to determine the interest penalty to be applied to the withdrawal: For example, a withdrawal of £15,000 on a fixed deposit account drawn 66 days early with a penalty rate of 2% p.a, the penalty would be calculated as follows:

$$\text{£15,000} \times 2.00 \times 66 \text{ days} + \text{£36500} = \text{£54.25}$$

- (8) The Bank reserves the right to recall any transfers and/or payments made if the transfers are outside these terms and conditions or if we have reasonable grounds to believe that the transfers or payments may have been made fraudulently.
- (9) We reserve the right to suspend or withdraw your right to operate the Account, if the Account is being operated consistently outside these terms and conditions or we have reasonable grounds to believe that the Account may be operated negligently, illegally or fraudulently or we believe that the security of our systems used to provide the Account may be compromised. Otherwise we may terminate the right to operate the Account after giving you 2 months notice. You will remain liable for all transactions or obligations (and related interest and charges) which are incurred before and after termination.
- (10) Telephone calls may be recorded for security reasons and may

be monitored under our quality control procedures.

- (11) Explanation of Interest rate:
AER means Annual Equivalent Rate. AER illustrates what your interest rate would be if interest was paid and compounded each year and allows you to easily compare different offers.
NET Rate is the rate payable after the deduction of lower rate tax (which may be reclaimed by non-tax payers on completion of an Inland Revenue R85 form).
Gross Rate is the contractual rate of interest payable before the deduction of income tax at the rate specified by law.
- (12) If the interest payment date is a Saturday, Sunday or a Bank Holiday, interest will be calculated up to and credited on the next working day.
- (13) The General Banking terms and conditions apply to your Term Deposit.
- (14) All new customers will be required to complete a UNB account opening form.
- (15) At least 15 days before the end of the Term, we will write to you asking for instructions about what you would like us to do with your Term Deposit. If you do not give us instructions before the end of the Term (or we cannot reasonably comply with your instructions), on the last day of the Term (or the next working day if this falls on a Saturday, Sunday or a Bank Holiday), we will reinvest your Deposit in a new Term Deposit whose term is closest in length to your original Term Deposit. If a similar Term Deposit is not available an alternative investment will be offered.
- (16) We will let you know about the interest rate and any other terms that apply to your new Deposit when we write to you under condition 6. UNB Deposit accounts have a 14 day cancellation period (not applicable to fixed term deposits) from the date of reinvestment, you may close your new Deposit without notice and without having to pay any charges.

ISLAMIC ACCOUNT

1. Definitions:

In these General Terms and Conditions-
The Bank means

United National Bank Limited
2 Brook Street, London W1S 1BQ.
Telephone: 0207 290 8000
www.unbankltd.com

United National Bank is authorised and regulated by the Financial Services Authority. The company is registered in England and Wales and our registered number is 4146820.

A Business Day means Monday to Friday but excluding Bank Holidays.

Account means any Islamic Account opened in the name of the account holder(s) by the Bank.

Joint Account means an Islamic Account opened in the names of more than one person.

Islamic Account means an Account as defined in these terms and conditions.

2. Eligibility & Features

All individuals can open an Islamic Account. Also, existing individual account holders may transfer their balance to an Islamic Account provided they meet the Bank's account opening criteria.

Sharia'a features of the Islamic Account

UNB operates the Islamic Account in accordance with the rulings and guidance of our Sharia'a advisor Mufti Abdul Kadir Barkatullah, an eminent Islamic Scholar, and Sharia'a Judge at Islamic Sharia'a council, London, and agrees to be bound by guidance and interpretations that he has provided UNB with respect to the account operation.

The UNB Islamic Accounts are interest free and money deposited in them will be held in conformance with Sharia'a rules, and will be invested in Sharia'a compliant investments.

What we charge you for your Islamic Account

The Islamic Account is not to be overdrawn in any circumstances. However, if for any reason, your Islamic Account becomes overdrawn, we will charge you a fixed fee for the use of the unauthorised overdraft in accordance with our UNB Islamic Account Tariff list. Any charge we make with respect to an unauthorised overdraft will be paid to charity in accordance with the guidance we received from our Sharia'a Scholar.

Details of all charges payable by you, to us, are listed in the separate charges leaflet that will be provided on account opening and is also available on our website. This leaflet forms part of our general terms and conditions. We reserve the right to change these charges and in these instances, we will write to you and inform you personally of the changes at least 2 months prior to the change taking place.

UNB Islamic Account charges are shown in the UNB Islamic Account Tariff List.

Withdrawal or change in the Islamic Account

We will provide you with at least 2 months notice if we decide to withdraw, or significantly change any feature of the Islamic Account or vary the features and/or terms and conditions of the Islamic Account.

We would, for example, do this to:

- Follow the guidance of our Scholar
- Meet changing legal, fiscal and/or regulatory requirements
- Refine, improve and/or update the product
- Remove ambiguities

If you do not contact us to notify us that you do not accept these changes before their proposed date of entry into force, you will be deemed to have accepted the changes.

3. Terms and Conditions

• We require written consent to enable us to process and execute any payment transaction. This can be in the form of a letter, or fax. A fax request can only be acceptable if you have signed a fax indemnity form on account opening or subsequently. This allows us to accept faxed instructions on your account. Similarly, withdrawal of consent must be received in writing, again by letter, or fax (provided you have signed a fax indemnity form). Consent must be given before the execution of the payment transaction.

• The customer should advise the Bank immediately on a change of address. The Bank will not accept instructions not to write to its customer. Where the Bank holds a correspondence address and a different home address for the customer, the Bank may send mail to the customer's home address if correspondence is

either returned from the correspondence address or the customer does not respond to mail sent to the correspondence address when the Bank has requested the customer to do so.

• The Bank will not be liable to a customer for any loss which the customer may suffer if the Bank is prevented from, or delayed in, providing the customer with any banking or other services due to strikes, industrial action, failure of supplies or equipment or other causes beyond the Bank's reasonable control ("Force Majeure").

• The Bank may at its discretion change its banking hours, banking practices, availability of branches and similar matters by giving the customer notice in branches or in the national press or by post (which includes statement messages). The change will apply from the date specified in the notice. If the Bank plans to close or move the branch where the customer banks, the Bank will give the customer at least 12 weeks notice. This notice will inform the customer how the Bank proposes to continue providing banking services for that customer.

• Banking terms and conditions implied by law will also apply to the Bank's relationship with the customer unless varied or amended by any particular terms and conditions relating to an account or service or by these Islamic Account Terms and Conditions.

• The Bank may transfer all or any of its rights in relation to a customer's Islamic Account. The Bank may also transfer any of its obligations. References to the Bank in these Terms and Conditions would then be references to the new entity to which any relevant right or obligations were transferred. The customer may not transfer any of its rights or obligations in relation to its Islamic Account(s).

• The Bank values its customer's business. If the Bank does not deliver the standard of service which the customer accepts, or if the customer thinks that the Bank has made a mistake, the customer should please let the Bank know. If you want to make a complaint, we will tell you how to do this and what to do if you are not happy about the outcome. Our staff will help you with any questions you have. We will tell you about our internal procedures for handling complaints fairly and quickly. United National Bank is covered by the Financial Ombudsman Service and if you are not entirely satisfied with our response, you can refer your complaint to them.

4. Islamic Account

These Islamic Account Terms and Conditions apply to Islamic Accounts including Joint Accounts. They explain the Bank's obligations to the customer and the customer's obligations to the Bank.

The Bank may, at its discretion, change the Islamic Account Terms and Conditions.

We will give at least 2 months prior notice of any changes to the terms and conditions of your account. If you do not contact us to notify us that you do not accept these changes before their proposed date of entry into force, you will be deemed to have accepted the changes.

5. Joint Accounts

Unless the following conflicts with any other instruction given in writing on the Joint Account to the Bank, and until any of the Joint Account holders cancel this authority, the Bank is authorised to:

- Pay all cheques and accept all other instructions for payment or to stop such payments, signed or given by any one of the Joint Account holders, so long as the Joint Account is in credit and,

- Deliver any item held by the Bank in safe keeping in the names of the Joint Account holders against the receipt of any one of the Joint Account holders and,
- Accept instructions signed or given to the Bank by any one of the Joint Account holders to act on behalf of all of the Joint Account holders in all other transactions with the Bank, including opening further Accounts in the joint names of the Joint Account holders.

For such purposes, instructions may be in writing or any other form which the Bank is prepared to accept and may be given by any means or through any media which the Bank is prepared to accept and on such terms as the Bank may advise to the Joint Account holders.

The Bank will accept such authority until it is cancelled by any one of the Joint Account holders (unless otherwise agreed in writing) or treated by the Bank as cancelled.

If any of the Joint Account holders advise the Bank of a dispute between any of the Joint Account holders, the Bank may treat such as notice of cancellation of the authority. If the Bank does accept this as notice of cancellation of the authority, any further transactions, including any payments by standing order or by direct debit, will need the authority of all of the Joint Account holders.

The Bank may disclose to any of the Joint Account holders any information which the Bank holds about the Account. In the event of the death of any of the Joint Account holders, the survivor(s) have authority to instruct the Bank to pay to them any credit balance and deliver to them any items held in safe keeping, subject to any rights which the Bank or a third party may have.

6. Third Party Mandate

The Bank will accept authority for a third party to operate Islamic Accounts. For the Bank to accept such authority, all of the Account holders in the case of a Joint Account or the Account holder in the case of a sole Islamic Account must sign an instruction (a third party mandate) to the Bank to do so. Additionally, the Bank will require being satisfied as to the identity of any such third party, in accordance with normal procedures.

7. Statements

If you have made a transaction on your account in any given month we will send you a written statement at the end of the month unless you have requested otherwise. This statement will contain details of all transactions made that month and will be sent to you through the post. If no transactions are made on your account, a statement will be sent out to you at least once a year. There will be no charge for providing you with your statement under these timescales.

The transaction details we will provide you with in the statement include the following:

- A reference enabling you to identify each payment and where appropriate, information relating to the beneficiary
- The amount of the payment transaction in the currency in which your account is debited or in the currency used for the payment instruction
- The amount of any charges and where applicable, a breakdown of these charges, or the interest payable by you
- Where applicable, the exchange rate used by us and the amount of the transaction after that currency exchange. (If this is not included on the statement, a separate

notification will be sent to you advising you of this information.)

- A debit value date or the date of receipt of the payment instruction

You may request a copy of your statement more frequently than stated above and at any time during our business relationship. You can also be provided with a duplicate statement. Please note in such instances, there will be a charge for supplying the statements.

Where you receive payment into your account, we will provide you with details of these payments in your statement. As above, where you have received credits into your account on any given month, we will send you a written statement at the end of the month. The information we will provide you with is as follows:

- A reference enabling you to identify the transaction and where appropriate, the sender and any information transferred with the payment
- The amount of the transaction in the currency in which your account is credited
- Any charges and where applicable, a breakdown of the charges
- Where applicable, the exchange rate used in the transaction and the amount of the payment before the currency conversion. (If this is not included on the statement, a separate notification will be sent to you advising you of this information.)
- Credit value date

If we provide you with details of the balance of your account, this balance may include transactions that are still being processed, such as cheques which are in the process of being cleared and so may be subject to change. Any such balance given by us to you may not represent funds which are available for you to withdraw. We may also provide you with details of the available balance on your account. This will represent funds which the customer is able to withdraw (subject to other restrictions on withdrawal) and includes the amount of any overdraft which we have agreed to with you.

The bank has minimum balance requirement to be maintained in some accounts. The minimum balance requirements may change from time to time and customers will be advised at least 2 months in advance of any such change being implemented.

8. Instructions

Instructions of the customer must be given or confirmed in writing, signed by the customer (or in the case of a Joint Account by the person(s) authorised by the Islamic Account application form), or by tested telex, must be in the English language and in a form acceptable to the Bank. If the customer has authorised the Bank to accept instructions by facsimile the Bank is entitled to carry out such instructions before confirmation is received provided that the Bank is in receipt of any indemnity on terms acceptable to the Bank. Any confirmation shall clearly state that it is a confirmation of instructions previously given by facsimile and if it is not clear to the Bank that this is a confirmation of instructions previously given by facsimile, the Bank shall not be responsible for duplication of executing instructions.

In the event that the Bank receives conflicting instructions, the Bank may refuse to act upon such instructions until the Bank receives clear instructions.

Instructions will only be carried out during banking hours on Business Days and instructions with a foreign element will only be carried out on days when the relevant foreign bank is open for business in the country concerned.

The Bank reserves the right to delay the execution of payment instructions against unclear funds which may have been credited to the Islamic Account and to refuse to act upon unauthenticated instructions.

9. Transfers

Islamic Account holders may make transfers between any of their Islamic Accounts by giving instructions in writing to the Bank. Transfers are normally actioned on the same day if the instructions are received before 2pm.

10. Balance Information

When the Bank provides a customer with the details of the balance of its Islamic Account, this balance may include transactions that are still being processed, such as cheques which are in the process of being cleared, and so may be subject to change. Any such balance given by the Bank to a customer may not represent funds which are available for the customer to withdraw. The Bank may also provide the customer with details of the available balance on its Islamic Account. This will represent funds which the customer is able to withdraw (subject to any other restrictions on withdrawal).

The Bank has minimum balance requirements to be maintained in some Accounts. The minimum balance requirements may change from time to time and customers will be advised at least 2 months prior to the change taking place. If you do not contact us to notify us that you do not accept the changes before their proposed date of entry into force, you will be deemed to have accepted the changes.

11. Payments into Islamic Account

Cash, cheques and other items payable to the customer can be paid into the customer's Islamic Account.

If the customer wishes to pay into its Islamic Account a cheque or other item which has been made payable to a third party, that third party must endorse (sign) the back of the cheque or other document in favour of the customer. The Bank may request further details before it agrees to accept such a cheque or other payment made payable to a third party. If the cheque or other payment is marked on the front "not transferable" or "account payee" the Bank can only accept it for the Account of the person to whom the cheque or other payment is made payable. The only exception to this is a Joint Account. The Bank will accept cheques or other payments made payable to any of the Joint Account holders for the credit of the Joint Account. If a cheque or other payment is made payable to two payees and there is no Joint Account, it cannot be paid into a sole Islamic Account.

Cheques or other payment items can be paid into a customer's Islamic Account by post, over the counter at any of the branches of the Bank, or through NatWest or by personal delivery. The Bank will only accept responsibility for such items after they have been received and checked by the Bank. However, cash will only be accepted over the Bank's counters. Where you place cash into your account with us, in the same currency as your account, we will ensure that the amount is made available and value dated immediately after receipt of the funds.

If the customer pays items other than cash into an Islamic Account on a week-day, the Bank will normally deal with those items on that day, so long as they are received by the Bank before 2 pm. Items other than cash paid in after this time or over the weekend, or on a public holiday, will be dealt with on the next working day.

All payment instructions will be processed by the end of the next working day.

12. Clearing Cycles- Cash and Cheques

We set out below the number of working days it will take to clear cash and cheques before you can withdraw against them:

Where you place cash into your account with us, in the same currency as your account, we will ensure that the amount is made available and value dated immediately after receipt of the funds.

When you pay a cheque into one of your accounts, it has to be cleared – or paid by the other person's bank.

Here is what happens:-

We will show the cheque amount as a credit the same working day you pay it in. If your cheque was paid into an interest bearing account, you will start earning credit interest on the amount of the cheque by the 2nd working day. If the account you paid the cheque into has an overdrawn balance the cheque will reduce your overdrawn balance by the cheque amount. Meaning you will no longer pay debit interest on the amount. You will be able to withdraw your money on the 4th working day after the cheque has been paid in. If the cheque has not been returned at the close of business on the 6th working day, you can be assured the money is yours. It should never take more than six working days to clear a cheque, however we will still be entitled to return the cheque and debit the amount from your account even if you have withdrawn it, should you be found to be a party to fraud.

So for example if you were to deposit a non UNB cheque into your account on a Monday it would follow the process below:-

MONDAY DAY: 0

The process begins when we receive the cheque.

WEDNESDAY DAY: 2

You will start to receive interest on the amount of the cheque. If your account offers credit interest. If your account is in debit, your debit interest will be reduced by the amount of the cheque.

FRIDAY DAY: 4

We will allow you to withdraw the money from your account.

TUESDAY DAY: 6

You can be assured that the money is yours and the cheque will not be returned unless you are a knowing party to fraud.

The six clearing days 'clearing cycle' for non UNB Cheques is the time it takes for the Drawer Bank to physically receive the paper cheque you have paid in and decide whether they can pay it. A working day ends at 3pm and is any day except Saturdays, Sundays and Bank Holidays. The central clearing cycle is 3 days.

If you need to be completely certain that a cheque will clear, we can send the cheque for special clearing. (There is an additional charge for this).

We will keep original cheques paid from your account, or copies, for at least six years unless we have already returned these to you.

If within a reasonable period after the entry has been made on your statement, there is a dispute with us about a cheque paid

from your account, we will give you the cheque or a copy as evidence. If there is an unreasonable delay after you have told us about it, we will add the amount of cheque to your account until we have resolved the matter.

FOREIGN CHEQUES:

These normally take longer, please ask us for details.

RETURNED CHEQUES:

If the other bank returns the cheque unpaid we have to take that amount back out of your account. This will never happen six days after the cheque has been paid in; unless you are a known party to fraud. We will advise you in writing if a cheque is returned unpaid.

But just occasionally it can take longer than this before we know that a cheque has been returned unpaid. In these circumstances, we are normally still entitled to take back the money from your account, even if you have already withdrawn it.

OUT-OF-DATE CHEQUES

Banks usually treat a cheque as 'out-of-date' six months after it is dated. If it hasn't been paid by then you will normally have to get a new cheque from the person who gave it to you. If you've written a cheque to someone else that hasn't been paid within six months, they may ask you to write a Banks usually treat a cheque as 'out of date' six months after it is dated. If it hasn't been paid by then you will normally have to get a new cheque new one. If they do you should ask for the old one back and destroy it (or ask the bank to 'stop' the cheque) before writing a new one. (Stop payment charges may apply).

13. Returned Cheques

If a cheque or other payment which is paid into a customer's Islamic Account is returned unpaid, the amount shown on it will be debited from the customer's Islamic Account. The Bank will send the debit advice to the customer. Depending upon the reason for the cheque or other payment being returned unpaid, the Bank will either re-present the cheque or return it to the customer. Different procedures apply to cheques drawn in a foreign currency (other than in Euros) or cheques drawn in sterling or in Euros on a bank abroad.

If the customer wishes to pay in cash or a cheque of one currency into an Islamic Account in another currency, the Bank will convert the amount at its applicable rate of exchange.

The Bank may agree to negotiate a foreign cheque. This means that the Bank will add to the customer's Islamic Account immediately the full amount or the converted amount but if it is returned unpaid, the Bank will have recourse against the customer and the Bank is entitled to deduct from the customer's Islamic Account either the amount the Bank added or, if the Bank converted the cheque into another currency, the amount reconverted at the exchange rate applicable on the date the Bank made the deduction. This means that if the exchange rate has changed, the amount deducted by the Bank could be greater (or lesser) than the amount originally credited to the Islamic Account. If a foreign cheque is negotiated by the Bank, the Bank will deduct its fees at the time that it is paid in. If the cheque is returned unpaid, a further fee will be deducted at the time it is returned. The fees of the Bank's correspondents or agents may also be payable whether or not the cheque is paid.

In some cases the Bank may decide or agree to send a foreign cheque for collection. This means that the amount will be credited to the customer's Islamic Account only when the Bank has received the money from the bank on which the cheque was drawn. When

the Bank agrees or decides to collect a cheque, it will deduct a fee from the proceeds at the time when they are received or, if it is not paid, the Bank will charge the customer a fee at the time the Bank receives the unpaid cheque. Such fees will include any charges made by the Bank's agents or correspondents, and any charges made by the Bank on which the cheque is drawn.

Any foreign cheques paid into a customer's Islamic Account must be endorsed. The signature should be in the same form as the customer's name on the face of the cheque.

The Bank takes care in choosing its agents when negotiating or collecting any foreign cheques, but does not accept liability for any loss damage or delay which is not directly due to the Bank's own negligence. If exchange restrictions or another cause results in the Bank receiving payment in a currency different from that of the cheque, neither the Bank nor its agent will be liable for any loss in exchanging the proceeds into the currency of the customer's Islamic Account. Because of difficulties which occur with foreign cheques drawn on banks abroad, for example exchange controls, the Bank may not always be able to negotiate or collect foreign cheques for its customers.

Reference to foreign cheques in these Islamic Accounts Terms and Conditions includes other forms of foreign payment. The Uniform Rules for Collections, as published by the International Chamber of Commerce from time to time, also apply to any negotiation or collection of foreign cheques or other forms of foreign payment.

14. Payments from an Islamic Account

The Bank will make payments from an Islamic Account, if the customer so authorises the Bank, in any way which the Bank is prepared to accept and through any media which the Bank may accept, and on such terms as the Bank has notified the customer. The Bank may decline to make a payment if the amount exceeds any limit set by the Bank for monitoring or for fraud prevention purposes.

You will be able to provide us with written instructions to carry out a payment service. This will also include where you fill out a remittance form to carry out a payment transaction. We will use these instructions to pay the money away and this will be done electronically, for example, by SWIFT, which is a secure electronic payment system used by banks to facilitate quick and secure payments. The beneficiary should receive the money into their accounts within 24 hours for payments within the UK and EEA. If we receive payment instructions for direct debits or standing orders, or for payments to be sent outside of the EEA the beneficiary will receive the payment within 3 working days. The maximum execution time will be 3 days.

The only exception to the above is that payments to certain countries may be subject to further delays due to the systems they have in place. We will inform you if your payment may fall into this category.

The time we deem to have received a payment order is the time at which the payment order, given directly by you, or indirectly through a payee, is received by us. If the time of receipt does not fall on a business day for us, the order will be deemed to have been received on the following business day. In order for us to properly execute a payment transaction you must provide us with the correct account number and sort code of the beneficiary you wish to send the money to.

We are not liable for non-execution or defective execution of a transaction where you have provided the wrong account number and sort code of the beneficiary. We will make all reasonable efforts to recover the funds involved and we may charge you for any such

recovery of funds.

The Bank will only make payments from an Islamic Account if there are enough cleared funds in the Islamic Account to cover the payments. In making this calculation, the Bank may include any other payments which it has agreed to make or which it has made from the Islamic Account, or which have already been authorised. This is irrespective of whether or not such transactions have already been deducted from the customer's Islamic Account.

When the customer instructs the Bank to make a payment immediately, the Bank will do this as soon as possible. The customer can instruct the Bank to stop the payment of a cheque, standing order, direct debit or other item so long as the amount has not yet been taken from the customer's Islamic Account and the Bank has not told the person to whom it is payable, or their bank, that the payment will be made and in the case of a cheque, it has not been guaranteed by a cheque card.

When a customer gives the Bank advance notice of a payment which the customer requires the Bank to make, the customer will normally only be able to cancel this instruction if the Bank has not already acted upon the instructions.

This condition only applies to Islamic Accounts held in the UK in the event that a petition for a bankruptcy order is made against a customer then the customer agrees that the Bank may refuse to act on any instruction given by the customer or anyone else to make any payment out of the customer's account unless there has been an appropriate order previously obtained from the court, a certified copy of which has been shown to the Bank, and further, the Bank is authorised to set up a separate Islamic Account in the name of the customer to which any future payments will be credited.

If the Bank receives for payment a customer's cheque which is more than six months, the Bank is not obliged to make payment but it may do so in its discretion.

Cheques issued on an Islamic Account must be on a pre-printed form provided to the customer by the Bank. When writing a cheque, the customer must take all reasonable precautions to prevent it being altered by a third party. The customer must always draw cheques in such a manner as the unauthorised alteration or forgery of the cheque is not easy to facilitate.

A customer should not write a future date on a cheque as it may not be possible to prevent the payee from paying it into the payee's bank before that date. If such a cheque is written by a customer, the Bank will not be liable for any loss or damage suffered by the customer as a result of infringement of this condition by the Bank paying a cheque before the due date.

Withdrawals from Islamic Accounts in any currency other than Sterling may only be made by draft or telegraphic transfers.

15. Account information safety

You must take all reasonable steps to keep your cheque book, ATM card and PIN safe. PINs, passwords and security information should never be written down; instead, you should try to remember the information. You should not disclose your PIN or passwords to any third party. You must take reasonable care when storing or disposing of any documentation containing your account information. Simple steps such as shredding should be taken to ensure the security of your information.

If you have lost your cheque book, ATM card or someone knows your PIN, password or security information, please contact the bank immediately to inform us of the fact. The best way to contact us is by telephone on 020 7290 8000. If it is out of office hours, please

leave a message informing us of the situation and we will deal with it first thing the next working day. We will ensure that you are always able to inform us of such matters.

We will ensure that all the personalised security features of your ATM card are not accessible to persons other than you, the person to whom it has been issued. We will not send you unsolicited cards, except where the card already issued to you is to be replaced.

We reserve the right to stop the use of your ATM card on reasonable grounds, which relate to: the security of the ATM card or the suspected unauthorised or fraudulent use of the card.

Before we carry out any measures to stop the use of the ATM card, we will inform you that we intend to do so and give reasons for doing so. Where we are unable to inform you prior to stopping the instrument, we will do so immediately afterwards. This provision however does not apply where notification would compromise reasonable security measures or would be otherwise unlawful.

16. Unauthorised Payment Transactions

Your liability for any losses incurred in respect of unauthorised payment transactions is as follows:

- You are liable up to a maximum of £50 for any losses incurred from the use of a lost or stolen ATM card. You are similarly liable up to a maximum of £50 where you have failed to keep safe the security features of your ATM card
- You are liable for all losses incurred where you have acted fraudulently or have with intent or gross negligence failed to use your ATM card and security features in line with these General Terms and Conditions, failed to report the loss of theft or failed to take all reasonable steps to keep the card and security information safe.
- You are not liable for any losses which are incurred after you have notified us that your ATM card, PIN or password has been lost or stolen or if we have failed to provide a means by which you can notify us of the loss.

If you become aware of an unauthorised or incorrect payment transaction, you must notify us without any undue delay, and in any event, no later than 13 months after the debit date.

Where you deny having authorised a payment, it is for us to prove that the payment was authorised.

Subject to you notifying us of the unauthorised/incorrect payment transaction within the time periods mentioned above and where we cannot prove that the payment transaction was authenticated, accurately recorded, entered into our accounts and not affected by a technical breakdown, we will refund the amount of the unauthorised payment transaction and restore the debited account to the state it would have been in had the transaction not taken place.

Where the payment instruction has been initiated by you, we are liable to you for the correct execution of the transaction, unless we can prove to you and where relevant, the beneficiary's bank, that the beneficiary bank received the amount of the transaction sent. If you so request, we will make immediate efforts to trace the payment transaction and we will notify you of the outcome. If we are at fault, we will refund the amount of the transaction without undue delay. In the instance that we can prove that the beneficiary bank received the money, the beneficiary bank will be liable to the beneficiary for the correct execution of the transaction and in turn must make available the amount of the transaction to the beneficiary and where applicable, credit the amount to the beneficiary's account.

17. Payments initiated by or through a payee

You are entitled to a refund from us for the full amount of any authorised payment transaction which has been initiated by, or

through a payee where:

- a) The authorisation did not specify the exact amount of the payment transaction when you gave authorisation for the payment and
- b) Where the amount of the transaction exceeded the amount that you could reasonably have expected taking into account your previous spending pattern, the terms and conditions and the circumstances of the case.

An example of this could be where a direct debit is taken from your account for more than what you authorised to be taken.

This right to a refund will not apply where you have given consent directly to us for the payment transaction to be executed and if the information on the payment transaction was provided or made available to you for at least 4 weeks before the due date by either us or the payee.

You must request a refund from us within 8 weeks from the date that the funds were debited. We may require you to provide us with information which would be reasonably necessary for us to ascertain whether the amount should be refunded. We will then either, refund the full amount of the transaction, or provide justification for refusing to refund the payment transaction. The refund, or justification for not refunding will be provided within 10 business days of receiving a request from you, or where applicable, within 10 working days of receiving any additional information required from you.

We will be liable to you for any charges for which you are responsible and any other amount that you must pay as a consequence of the non-execution or defective execution of a payment transaction.

18. Bank Charges

Details of all charges payable by you, to us, are listed in the separate charges leaflet that will be provided on account opening and is also available on our website. This leaflet forms part of our general terms and conditions. We reserve the right to change these charges and in these instances, we will write to you and inform you personally of the changes at least 2 months prior to the change taking place.

19. Hold Mail Requests

The Bank will not accept any instructions to hold the customer's mail.

20. Closing Islamic Accounts

The contractual relationship between us and you will continue for as long as you remain a customer of the Bank or until either the Bank or you terminate the contract.

If a customer wishes to close or switch an Islamic Account, the customer (or all of the customers for Joint Accounts) must inform the Bank in writing. No charge is made for closing an Islamic Account.

The Bank may return all cheques drawn on an Islamic Account which has been closed but may require a customer to repay any money owed to the Bank, including the amount of any cheques which have been issued and which are paid by the Bank after closure, together with any charges incurred.

If the Bank wishes to close a customer's Islamic Account, it will give at least 60 days notice in writing unless there are circumstances which justify the Bank closing the Islamic Account on earlier notice. The Bank will repay any credit balance.

21. Confidentiality and Data Protection

The Bank will treat all its customer's personal information as private and confidential (even when a customer is no longer a customer). Nothing about the customer's relationship with the Bank or the customer's name and address will be disclosed to anyone, other than in accordance with the terms set out below or

- where the Bank or any third party acting on behalf of the Bank is legally compelled to do so or
- where there is a duty to the public to disclose or
- when the Bank's interests require disclosure or
- where disclosure is made at the request of the customer or with the customer or with the customer's consent
- When considering a customer's application to open an Islamic Account, and where appropriate from time to time during the banking relationship of the Bank and the customer, the Bank may search the customer's record at credit reference and fraud prevention agencies. The result of these searches will be added to the customer's records and the customer's original application. If the customer gives false or inaccurate information, and the Bank suspects fraud, the Bank will record this. The Bank will record with credit reference agencies details of the customer's agreement with the Bank, the customer's payment record and in particular any default where the customer does not make satisfactory repayment proposals. If details of a customer's default are given to credit reference agencies, this may make it difficult for customers to obtain credit elsewhere in the future. Records held by credit reference and fraud prevention agencies may be used and searched by the Bank and by other organisations for the following purposes:

- To help make decisions about credit and credit related services and to manage accounts for customers, fraud prevention, debtor tracing, debt recovery and to check a customer's identity to prevent Money Laundering, the Bank and its credit reference and fraud prevention agencies also use records for statistical analysis about credit and fraud matters.
- If a customer requires details of the credit reference and fraud prevention agencies used by the Bank, please contact the data protection officer at our main office London. There is GBP 10 admin fee for obtaining personal records.

The Bank may use, analyse and assess information held about the customer and the customer's relationship with the Bank, including the nature of the customer's transactions for credit assessment, market research and in servicing the customer's relationship with the Bank.

Information may also be disclosed to members of the Bank and to others to provide the customer with services, for the purposes of fraud prevention, audit and debit collection and if required by governmental and non-governmental regulators or ombudsmen.

The Bank may exchange between its different departments, use, analyse and assess information held about its customer and its customer's relationship with the Bank, including the nature of the customer's transactions, to give to the customer information about products and services from members of the Bank's group and those of selected third parties, which may interest the customer, by telephone post or other means. The customer's name and address will only be disclosed for marketing purposes to the extent that it has been agreed to by the customer.

If a customer does not wish to be contacted for marketing purposes, please inform the Bank.

Under data protection legislation, the customer can ask in writing for a copy of certain personal records held by the Bank about the

customer. The Bank is entitled to make a charge for this service.

To ensure that the Bank carries out customer's instructions accurately, to help the Bank to continually improve its service and in the interests of security, the Bank may monitor and/or record telephone calls made by the customer to the Bank. In the interests of security, the Bank may use CCTV recording equipment in and around its premises. All recordings are the sole property of the Bank.

The Bank may need to make and retain photocopies of passports, driving licences or other identification evidence produced to the Bank by the customer.

If a Banker's Reference about a customer is requested, the Bank will ask the customer for its written consent to give this reference before it is given.

22. Jurisdiction and Governing Law

These Islamic Account Terms and Conditions are governed by English Law.

The courts of England have non-exclusive jurisdiction to settle any dispute arising out of or in connection with these Islamic Account Terms and Conditions (including a dispute regarding the existence, validity or termination of these Islamic Account Terms and Conditions) ("a Dispute").

The customer and the Bank agree that the courts of England are the most appropriate and convenient courts to settle Disputes accordingly and neither will argue to the contrary.

This condition is for the benefit of the customer and the Bank only. As a result, neither the customer nor the Bank shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by the law, the customer and the Bank may take concurrent proceedings in any number of jurisdictions.

We both recognize and agree that the payment and/or receipt of interest are against Sharia'a principles and consequently this agreement does not involve the payment or receipt of interest. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.

23. The Financial Services Compensation Scheme

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85 000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85 000 each (making a total of £170 000). The £85 000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1100.

SPECIAL TERMS & CONDITIONS FOR UNB MUDARABA 90 DAYS NOTICE AND FIXED TERM DEPOSIT ACCOUNTS

The Special Conditions set out below apply to both United National Bank Mudaraba 90 Days Notice and Term Deposit Accounts and are in addition to the Conditions (as specified in our Islamic Account) which also apply.

1. Investment of Pools of Funds

Our Mudaraba 90 Days Notice and Term Deposit Accounts "the Accounts" operate on a profit sharing basis and are designed to comply with Sharia'a principles. Our Sharia'a Advisor will independently determine what these Sharia'a principles are. We agree to be bound by our Sharia'a Advisor's decisions and guidance and in opening any of our Accounts you also agree to be bound by these decisions and guidance.

In opening any of our Accounts you acknowledge that your money will be consolidated with our funds (and the funds belonging to our other depositors) in one of our Pool of Funds "the Pool of Funds" and will be invested in accordance with these Special Conditions. Different Pools of Funds have been created to ensure fair profit allocation in accordance with the term of your deposit.

We will invest all Pools of Funds at our absolute discretion in Sharia'a compliant investments at all times ensuring that there are sufficient funds available for providing immediate cash liquidity for our depositors that wish to make withdrawals subject to special condition 2 below.

To open any of our Accounts you must be at least 18 years of age. You can also open an Account for the benefit of a child under 18 years if you are at least 18 years old and you are a parent, relative or the child's legal guardian.

2. Your right to withdraw money

2.1 Money deposited into a Term Deposit Account will be invested for a fixed term and will not be allowed to be withdrawn prior to the expiry of the term of the investment. You should choose the term you want on the application form.

2.2 Money deposited into a 90 Days Notice Account will not be allowed to be withdrawn prior to the expiry of the Withdrawal Notice. You can provide us with a Withdrawal Notice by calling our Customer Service team or visiting one of our branches.

2.3 In special circumstances we may permit you, at our discretion, to make an early withdrawal before the expiry of the fixed term or the Withdrawal Notice but, where we agree to such an early withdrawal, our share of profit will increase and Your Profit Share will be calculated according to the lowest profit share payable on UNB Islamic products or you will not be entitled to earn any profit at all. This will depend on the period of your deposit with us.

3. Mudarib Costs and Profit Stabilization Reserve Contributions

3.1 The Gross Earning from the Pools of Funds will be subject to deductions for Mudarib Costs which include fees and expenses incurred in respect of the investment of the Pools of Funds. The Mudarib Costs will not exceed the limit set out below in Special Condition 5.

3.2 In addition to the deduction of the Mudarib Costs referred to in Special Condition 3.1, you authorize us to deduct from the Customers Total Profit Share a Profit Stabilization Reserve Contribution for payment into the Profit Stabilization Reserve

Account. Upon such deduction you agree that you relinquish any right you may have to the monies in the Profit Stabilization Reserve Account. The Profit Stabilization Reserve Contributions made by all our depositors are made on a combined mutual basis (by you and them) in support of improving Your Profit Share.

3.3 We will exercise reasonable discretion as to when amounts in the Profit Stabilization Reserve Account may be used to improve Your Profit Share but we will always follow the guidance of our Sharia'a Advisor.

3.4 In the event that United National Bank is placed into liquidation following a court order, you agree that the balance in the Profit Stabilization Reserve Account will be paid to charitable causes as approved by our Sharia'a Advisor and you relinquish any right you may have to the monies in the Profit Stabilization Reserve Account.

4. Our Profit Share

Our share of profit will be calculated on each Calculation Date for each Calculation Period and will be determined by reference to the profit share set out below in Special Condition 5.

5. Your Profit Share

5.1 We will pay Your Profit Share after deduction of tax at the applicable rate. If you are eligible, you may receive Your Profit Share gross, i.e. without deduction of tax, provided an Inland Revenue form R85 has been completed, signed by you and returned to us. To be eligible, you must:

- i. be resident or ordinarily resident in the UK;
- ii. be a starting or basic rate tax payer;
- iii. be 18 years of age or over;
- iv. hold the account for your own benefit; and
- v. have a total income below the annual tax free personal allowances limit.

If you have a Joint Account with a party who is not eligible to receive their share of profit gross and if we hold a valid form R85 in relation to you as the eligible party we can pay the share of profit part gross and part net (i.e. with tax deducted). If we pay Your Profit Share with tax deducted in the current tax year before processing your form R85, the tax will be refunded directly to your account at the later of:

- 1.1.1 the beginning of the tax year (i.e. 6 April); or
- 1.1.2 when the last section 352 certificate of tax deducted was issued.

If you are not ordinarily resident in the UK, you may receive Your Profit Share gross, provided you are eligible and an Inland Revenue form R105 has been completed, signed by you and returned to us.

Any profit share paid before we are able to process form R105 will be made after deduction of tax at the applicable rate. Please contact the Inland Revenue to find out if you are entitled to recover this tax.

You can contact the bank if you require any of these forms. If you do not provide us with either form R85 or form R105, profit will be paid to you net of tax at the applicable rate. However, you may be able to reclaim the tax paid direct from the Inland Revenue. Higher rate taxpayers will need to include any profits in their tax calculations.

5.2 On each Calculation Date for the relevant Calculation Period we will calculate shares of profit as follows:

- i. calculate the Gross Earning attributed to the Total Depositors' Fund;
- ii. calculate the Distributable Profit by deducting the Mudarib Cost from Gross Earning. This will cover the cost of investing the depositors' funds, but in any case the Mudarib Cost will not exceed 1.5% of the Total Depositors' Funds. Any other costs above this maximum limit will be paid by us from Our Profit Share;

- iii. calculate Our Profit Share from Distributable Profit. Our Profit Share will not exceed the percentages set out below with respect to each of the following accounts:
 - a. For 90 Days Notice Account Our Profit Share will not exceed 45% of Distributable Profit;
 - b. For 3 months Term Deposit Account Our Profit Share will not exceed 50% of Distributable Profit;
 - c. For 9 months Term Deposit Account Our Profit Share will not exceed 47.5% of Distributable Profit;
 - d. For 12 months Term Deposit Account Our Profit Share will not exceed 40% of Distributable Profit;
- iv. calculate the Depositors Total Profit Share by deducting Our Profit Share from Distributable Profit;
- v. finally calculate Your Profit Share by deducting a maximum of 20% from Depositors Total Profit Share for the Profit Stabilisation Reserve Contribution;

5.3 We will credit depositors' Accounts with their share of profit after deduction of tax, as applicable as follows:

- a) for the 90 Days Notice Account Your Profit Share will be calculated at the Calculation Date and will be paid at the end of each Calculation Period;
- b) for Term Deposit Account the Your Profit Share will be calculated at the Calculation Date but will be paid at the end of the term.

5.4 Your Profit Share calculated in accordance with these Special Conditions will be presented as an annual equivalent percentage rate and will be published as the profit rate on our web site.

5.5 The profit rate may change from time to time and such changes will be published on our website.

5.6 When you place funds in a Term Deposit Account with us, you must choose the Calculation Date on which you wish the deposit to mature as we can only accept funds to mature on a Calculation Date. Unless otherwise instructed, upon the expiry of the term, your deposit will be rolled over and invested as a new deposit for a new term of the same duration.

6. Profit Sharing and Loses

6.1 It is a Sharia'a principle that Mudaraba Accounts such as the 90 Days Notices and Term Deposit Accounts involve:

- a) the potential for your capital to make a profit for you; and
- b) the risk that your capital could suffer loss in the event of the Pool of Fund that your money has been invested in returns a loss.

6.2 When your capital makes a profit we shall account to you for that profit in accordance with these Special Conditions.

6.3 As a matter of English law (which applies to these Special Conditions), in the event that your capital suffers a loss, we shall seek to mitigate the loss in the following manner:

- a) we may forego some or all of the fees chargeable by us in respect of the investment of the Pool of Funds for the Calculation Period relevant to your Account(s);
- b) we shall draw upon any available balance in the Profit Stabilization Reserve Account administered by us to make good as much of your capital loss as the available balance permits us to do;
- c) in the unlikely event where the funds available in the Profit Stabilization Reserve is not enough to cover the loss referable to your capital, we shall make an offer to you to make good the amount of any shortfall that you may have suffered. We are required by current UK bank regulations and policy to make this offer to you. If you choose to accept this offer, you shall be entitled to

receive payment from us of the full amount that you had previously deposited with us. You are entitled to refuse this offer from us.

6.4 We would like to draw your attention to the guidance offered by our Sharia'a Advisor: His guidance is that if you accept our offer to make good the amount of any shortfall (set out in Special Conditions), you will not be complying with Sharia'a principles.

6.5 If the terms of the Financial Services Compensation Scheme (FSCS) apply in these circumstances you may be able to apply to the FSCS for payment of compensation.

6.6 If you have suffered a loss in respect of which we have made an offer to you which you have accepted (see special condition 6.3 (c)), you may be able to apply successfully to the FSCS for payment of compensation if we fail to make payment to you in respect of that loss. If you have refused such an offer from us, you may not be able to apply successfully to the FSCS for payment of compensation in respect of the amount that was previously refused by you.

6.7 Should you suffer a capital loss due to fraud, gross misconduct or gross negligence committed by us, then we may be obliged, in accordance with Sharia'a principles, to make good to you any such capital loss on your Account out of money held by us on behalf of our shareholders.

7. Statements

Statements will be sent to you quarterly for the 90 Days Savings Account and confirmation of renewal for Term Deposit Accounts at the end of the term.

8. Governing Law

The laws of England govern these Special Conditions.

We both recognize and agree that the payment and/or receipt of Interest are against Sharia'a principles and consequently this agreement does not involve the payment or receipt of interest. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.

9. Definitions

This section explains the meaning of key words used within these Special Conditions. You should also read the definitions within our Islamic Account Terms and Conditions which also apply.

90 Days Notice Account: means your 90 Days Notice Account or the "Account". The Islamic Account Conditions and these Special Conditions apply to your 90 Days Notice Account even if the name on the 90 Day Notice Account or the number changes.

Accounts: means the 90 Days Notice Account and /or the Term Deposit Account.

Calculation Date: means the last working day in each calendar month.

Calculation Period: means a monthly period equivalent to a calendar month.

Conditions: means the terms and conditions that apply to our Islamic Account.

Depositors Total Profit Share: means in respect of each Calculation Period, the Distributable Profit less Our Share of Profit.

Distributable Profit: means in respect of each Calculation Period, the

Gross Earning less the Mudarib Costs.

Gross Earning: means in respect of each Calculation Period, all of the revenue generated by the Pool of Funds attributed to the Total Depositors' Funds during such Calculation Period prior to any deductions being made.

Mudarib Costs: means the fees and expenses incurred in respect of the investment of the Pool of Funds.

Our Profit Share: means with respect to each Account the share of profit due to us from the Distributable Profit in accordance with Special Condition 5.2.

Profit Stabilization Reserve Contributions: means the percentage amount, as set out in special Condition 5.2, which will be deducted from the Depositors' Total Profit Share to be paid into the Profit Stabilisation Reserve Account.

Profit Stabilization Reserve Account: means an account into which we will pay all the Profit Stabilisation Reserve Contributions.

Sharia'a Advisor: means the Sharia'a Advisor we selected to advise us on the Sharia'a rules and principles upon which your Account will operate.

Term Deposit Account: means your Term Deposit Account or "the Account" of either 3, 6 or 12 months. The Islamic Account Conditions and these Special Conditions apply to your Term Deposit Account even if the name on the Term Deposit Account or the number changes.

Total Depositors' Fund: means the monthly average of the daily closing balance of all depositors Accounts.

Withdrawal Notice: means a notice submitted by you to us informing us of your intention to withdraw a certain amount from your 90 Days Notice Account, or close your Account after a minimum of 90 days.

Your Profit Share: means with respect to each Account the share of profit due to you from the Depositors' Total Profit Share after deducting the Profit stabilization Reserve Contribution in accordance with Special Condition 5.2.

Once you have made your initial deposit into any of the fixed term deposit accounts, no further payments into the account will be allowed during the term of the deposit.

Partial withdrawal of funds is not allowed during the term of the deposit.

The repayment amount is not transferable to a third party.



Complaints – Customer Information Sheet

COMPLAINTS DO YOU HAVE ANY?

At United National Bank Ltd, our aim is to have an entirely satisfactory Banking relationship with all our customers. We try to provide our customers a service which is second to none. If at any time, you are disappointed with any aspect of our services or would like to suggest ways we could improve these, please contact your Branch Manager. It is our bank's policy to investigate any and all complaints thoroughly.

So if you are unhappy with some aspect of our services, we have a complaints procedure in place. This leaflet has been produced to help you to find a solution to any complaint you may have and what to do if you are not happy with the outcome. Our staff will help you with any questions you may have.

COMPLAINT PROCEDURE

Whatever the nature of your complaint, you can be sure it will be fully looked into and investigated. We have three distinct stages in our formal complaint procedure. So, if your problem is not resolved at your Branch, you can take the matter forward within the Bank.

The three stages are.....

- 1) You may make your complaint by letter or by telephone or in person to the Manager of your Branch where your Complaint arose.
- 2) If the matter cannot be resolved to your satisfaction by the branch manager, then you should write explaining the situation to the Head of Sales Management and Marketing in London who is responsible to investigate and resolve your complaint. The address is as under:

**Head of Sales Management
& Marketing
United National Bank Ltd
2 Brook Street
London, W1S 1BQ.**

We will send you a written acknowledgement of a complaint within five business days of its receipt. We will within four weeks of receiving a complaint, send you a final response or a holding response which explains why we are not

yet in a position to resolve the complaint and indicate when we will make further contact (which will be within eight weeks of receipt of the complaint).

- 3) We are covered by the Financial Ombudsman Service. The Ombudsman is available to settle certain complaint you make if they cannot be settled through our internal complaints procedures. The Ombudsman's explanatory leaflet is available on request. The contact details of the Financial Ombudsman Service are listed below:

**Financial Ombudsman
Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Website: www.financial-ombudsman.org.uk
Phone: 0845 080 1800**

Our procedures meet the Standards set out in the Financial Service Authority (FSA) rules. These rules are available to the public. You can see them on the FSA's website at www.fsa.gov.uk/handbook or you can phone the FSA for a copy. The FSA's phone number is 0845 606 1234.