

Conditions of Account Opening



By signing this Agreement, the client acknowledges reading this form, which constitutes an integral part of opening an account.

Fourth Section: Current Accounts

First: Special Conditions of the Accounts

1- Current Account in Kuwaiti Dinars

The minimum amount to open the account is KD 1000, and it can be opened for individuals, companies, establishments, and legal entities.

2- Current Account in Foreign Currencies

The minimum amount to open the account is equivalent to KD 1000 in other foreign currencies, and it can be opened for individuals, companies, establishments, and legal entities.

The Current Account in foreign currencies is a Hawala Account (draft account), where deposit and withdrawal for non-cash transactions take place at the same currency of the book value. If the currency is different, the transaction happens according to the exchange system as per the daily exchange rates of currencies, while deposits and withdrawals occur at the same or other currency according to the exchange system as per the daily exchange rates of currencies. This account is offered in all main currencies (US Dollars, Sterling Pound, Euro, Japanese Yen, Swiss Frank) and others.

Second: Investment

The credit balance in this account is a good will loan (Qard Hasan) and Kuwait Finance House undertakes to pay the full balance on demand.

Third: Deposit and Withdrawal

- 1- The client is given a checkbook in exchange for stated fees.
- 2- The client is given a Visa Electron Card together with a PIN number to be used for the Current Account in Kuwaiti Dinars and only for cash withdrawal through KFH ATMs or comprehensive ATM machines or of the local banks or these machines around the world. The client can also use this card at various points of sale in Kuwait, by deduction from the balance of his credit account.
- 3- Deposits in this account are accepted at all branches in cash or by checks withdrawn at KFH branches or local banks. The client can also use the other applicable means of depositing, such as transfer between accounts or KFH e-channels and Al Shamel ATM Machines.
- 4- The account owner or his legally authorized representative can withdraw cash from the available balance of the account, make foreign telexes or pay orders or standing orders or transfer to another account at Kuwait Finance House or local banks, open investment deposits or other withdrawals by deduction from the account as per the applicable regulation in the above mentioned conditions.
- 5- The client or the beneficiary can get the value of the issued check by deducting it from the balance of his account at any branch.
- 6- The client can use new deposit and withdrawal means, whenever the necessary conditions are satisfied.

Fourth: Profits and Losses

It is neither used in investment nor exposed to profit or loss.

Fifth: Other Conditions

- 1- The client can transfer his salary to the account.
- 2- If Kuwait Finance House returns three uncovered checks withdrawn on the client's account within one year, his account and all other current accounts will be closed and added to the black list and he will be banned from opening a current account at local banks for one year, as per the instructions of the Central Bank of Kuwait.
- 3- The fee for the returned check shall be collected from the client as a result of not having enough balance in the account or for any other reason.
- 4- The client shall not have the right to withdraw the deposited amounts in his account for the sake of collection, except after they are actually collected.

- 5- The client can make an internal proxy at Kuwait Finance House to deal with his account, after issuing and signing the relevant papers from Kuwait Finance House.
- 6- Kuwait Finance House shall have the right to reject accepting deposits in the account.
- 7- The owner of the account or his legally authorized representative may close the account provided that there are no claims or obligations on this account.
- 8- The client waives the right to issue a check except as per KFH forms.
- 9- The account is considered dormant if it doesn't have a change for one year without considering the balance of the account, and the client should personally contact any branch to reactivate it. Kuwait Finance House has the right to reactivate the dormant account to cover any claims or obligations on the client's account without the presence of the client or his legal representative.
- 10- Kuwait Finance House shall have the right to pay and charge to this account, whether the balance is credit or debit or will become debit because of the charged amounts (all checks, withdrawals, pay orders, and promissory notes). Kuwait Finance House shall have also the right to charge to the account any type of drafts that it may receive and the client should pay the uncovered amount in his account upon the request of Kuwait Finance House.
- 11- Kuwait Finance House reserves the right to reject paying the value of checks, withdrawals, promissory notes and pay orders withdrawn on this account, if there is no balance in the account at the drawn upon branch, and even if the drawer has another credit account at the same branch or at another branch.
- 12- Statements of account are sent once every month to the address stipulated by the owner of the account, unless there are special instructions. These statements shall be deemed valid and approved by the account owner, unless an objection is sent within 15 days from the date of dispatch.
- 13- Kuwait Finance House reserves the right to reject issuing a checkbook, if there is clear evidence from the account's turnover that the client did not use the previously issued checkbook.
- 14- All foreign currencies checks in the current account shall be crossed checks where the customer can Deposit such checks in his account in Kuwaiti dinar or foreign currency.
- 15- Kuwait Finance House may pay the value of the check issued in a foreign currency, in Kuwaiti Dinars, as per the article no. 538 of the Kuwaiti Commercial Law.
- 16- The legal age for opening a current account for individuals is 21 years.

17- The Account holder declares that he is briefed on the conditions of Current Account opening, including the rules and provisions of using the checkbook and his ultimate and absolute agreeing to abide the instructions of The Central Bank of Kuwait regarding the closure of the checks accounts of his own. In addition to the inclusion of his name on the list of customers that their accounts were closed because of the three withdrawn returned checks of his or who is authorized by the client during the first year of returning the first check due to the lack of an equivalent balance as well as in the case of returning back of one check for insufficient funds and listed on the list referenced with the knowledge of other local banks or in the case the bank considered the availability of bad will from both sides with the consequent failure to pay the check.

The client also acknowledges his prior approval to any other procedures might be taken by KFH side in this regard where KFH has the right in this case according to ultimate assessment to open for him another account with no checks in which it restricts the banking facilities granted to me to the account closed if available or his obligations to the bank.

The Client also acknowledges to bear all legal responsibilities resulting from the issuance of such checks in according with the provisions of Article number 237 of Law No.16 of 1960 (The Kuwaiti Penal Code, as amended), without having the right to refer to KFH because of the closure of the account or the inclusion of the client's name in the mentioned list or any actions taken by KFH in this regard.

18- Kuwait Finance House has the right to close any account at any time by his single own will.

Note: Issuing checks without funds is considered a felony and is punishable by the law.

Signature :

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By signing this Agreement, the client acknowledges reading this form, which constitutes an integral part of opening an account.



Account General Terms and Conditions

1- After viewing the Articles of Association of Kuwait Finance House and the conditions of opening the account and our approval to them, we request to open an account at your bank as per the data mentioned in this application. We declare that all information given in this application is correct and we undertake to notify Kuwait Finance House of any change that may occur to this information. We also acknowledge that we have received a copy of the account's special conditions and the general conditions of KFH accounts.

2-Kuwait Finance House shall have the right to amend any of the accounts' conditions, where such amendment will be only effective in the future and after notifying the owner of the account of the same through the usual means.

3- Kuwait Finance House shall have the right to set off any amounts, at any time and without giving prior notice and without objection, between all my accounts, so as to recover the amounts due in favor of Kuwait Finance House, and to notify me later about this action I agree that all my accounts at KFH and its branches are considered as one integral part and are deemed as security for the settlement of all the amounts due to KFH by the client without any objection from my side.

4- The owner of the account gives Kuwait Finance House the right to rectify any erroneous transactions on the account, and undertakes to pay them back in the manner and date determined by Kuwait Finance House.

5- Kuwait Finance House reserves the right to reject accepting any deposit in any account, or to set a limit to the amount to be deposited in the account.

6- Any amendments or rectification in the conditions signed by an officer in charge is considered effective and valid. The owner of the account is not allowed to claim for the amounts that were erroneously deposited in his account, and he authorizes Kuwait Finance House to carry out all rectifications and charge then to the account.

7- Kuwait Finance House shall not bear any liability with regard to any errors caused by him, unless proved to be a result of its gross negligence or default.

8- The relationship between the owner of the account and Kuwait Finance House is subject to the provisions and laws in force in the State of Kuwait, that do not contradict with the Islamic Sharee'a laws and as per the Articles of Association of Kuwait Finance House.

9-The client authorizes Kuwait Finance House to obtain his official personal Information from the Public Authority for Civil Information and any amendments that may occur to such data, without any liability on the Public Authority for Civil Information or Kuwait Finance House.

10-I authorize Kuwait Finance House to set new charges or collect expenses or amend the present fees of all the services / products that occur in the account after notifying me through electronic channels. Kuwait Finance House shall have the right to claim and recover the fees or expenses due in its favor from any account I have at KFH without the need to give prior notice.

11-The client declares that he is committed to all the rules stated in the Money Laundering Control Law and the instructions of the monitoring authorities in this concern.

12-I declare that the name stated in the application is my real name and is not an alias and I am the main beneficiary of the account which I request to open. I also undertake to submit the necessary information and related proof or documents of the attorneys, who I authorize to deal with the account on my behalf.

13-I shall be fully responsible for the checks given to me, and for all the consequences resulting there from particularly in the event of loss or theft or abuse in an illegitimate manner, and mainly issuing uncovered checks.

14-Please arrange to issue a Visa Electron Card and an envelope with a PIN number for the phone service at my specified account. I declare that I am aware that once I receive the ATM card (Visa Electron) or the PIN number of the phone service, I will be entitled to use the KFH phone service, KFH online service, international call service, and KFH WAP which are available to KFH customer holding ATM card (Visa Electron) or the PIN Code for the phone service. I also declare that I agree to all the conditions and rules of the KFH services mentioned above and that I've received a copy thereof. I undertake to bear all the effects and financial and legal obligations arising from the use of these services.

15-Any new account will not be opened for any client (individuals, legal entities, companies, establishments, societies, joint accounts) or any other entity in any capacity except after inquiring and ensuring the following:

- Identification of the name if the individuals of these accounts or the persons authorized to run these accounts and making sure that their names are not entered on the Black list, whether at the local banks or at Kuwait Finance House.
- His name should not be listed on the international site concerning suspicious transactions, or persons suspected of being connected with money laundering Activities of financing terrorism.
- A written inquiry from the OFAC site should be attached with the application and it is strictly forbidden to open any account for a client whose name is listed on this site.
- The client should fill in an acknowledgment stating that he is the main beneficiary of the opened account.

16-It is forbidden to open accounts for unknown identities, or accounts under aliases or illusive names.

17-Regarding accounts in foreign currencies:

- The amounts of the actually collected checks are deposited in the same amount if they have the same currency of the account or as per the exchange rate (selling and buying) if the collected amount differs from the account's currency, and after deducting the expenses, if any.
- Cash deposit to the account should be in the same currency of the account, by the exchange system (selling and buying).
- Cash withdrawal from the account should be in the same currency of the account, by the exchange system (selling and buying).
- Transferring an amount from an account to another at Kuwait Finance House or other bank it or issuing a draft (check or telex) should be in the same currency of the account and of the same transferred amount after deducting the expenses, if any.

18-I declare that I was briefed on the Account conditions for opening accounts, including the rules

and provisions of using the checkbook and my ultimate and absolute agreeing to abide the instructions of The Central Bank of Kuwait regarding the closure of the checks accounts of my own. In addition to the inclusion of my name on the list of customers that their accounts were closed because of the three withdrawn returned checks of mine or who I authorized during the first year of returning the first check due to the lack of an equivalent balance as well as in the case of returning back of one check for insufficient funds and listed on the list referenced with the knowledge of other local banks or in the case the bank considered the availability of bad will from both sides with the consequent failure to pay the check. I also acknowledge my prior approval to any other procedures might be taken by (KFH) side in this regard where (KFH) has the right in this case according to ultimate assessment to open for me another account with no checks in which it restricts the banking facilities granted to me to the account closed if available or my obligations to the bank.

I also acknowledge to bear all legal responsibilities resulting from the issuance of such checks in according with the provisions of Article number 237 of Law No.16 of 1960 (The Kuwaiti Penal Code, as amended), without having the right to refer to (KFH) because of the closure of the account or the inclusion of my name in the mentioned list or any actions taken by KFH in this regard.

19-Kuwait Finance House has the right to close any account at any time by his single own will.

20-If the client or his legal representative does not collect (Visa/ Master) Electron Card from his branch during the specified period which is 60 days from the date of (issue / renewal), the card will be destroyed and (issue / renewal) fees will be deducted directly from the client's account without the presence of the client or his legal representative.

21- The customer hereby agrees to view and manage his accounts through the electronic means of communications or the phone banking Service as an alternative to written correspondences unless he/she requests otherwise.

22- The customer hereby accepts to deal with the bank in accordance of the provisions of law No. 20 of 2014 pertaining to the electronic transactions and its executive regulations.

23- The Client acknowledges that he is aware of the cases in which Kuwait Finance House shall not maintain the confidentiality of information and customer data base, according to the following cases:

- Cases where disclosure of information is mandatory under the applicable laws and regulations.

24- I authorize KFH an irrevocable authorization to obtain any required information from my account and release it to any entity in order to complete my instructed transaction.

25- When using the ATM card (out side of Kuwait) all due amounts to KFH will be calculated and settled in Kuwaiti Dinars in addition to 2.5% (two and half percent) of the transaction amount calculated using the announced exchanged rate at the date of receiving the transaction by KFH.

I hereby confirm that I have read and approved the terms and conditions,

I also acknowledge that I have received a copy of this agreement: _____