

## Account Disclosures - Sultanate of Oman

The following are the disclosures which supplement the applicable Relationship Documents entered into between the Bank and the Customer. This is a Supporting Document and should be read together with the Oman Country Conditions and all other Relationship Documents. These disclosures may be updated from time to time, and the latest version will be available at: <https://www.business.hsbc.om/download-centre>

### 1 How to make a complaint

- 1.1 Upon notice from the Customer that the Bank has not delivered the standard of service the Customer expects or that the Customer believes there is an error in relation to any Account, the Bank will investigate the matters raised in such notice from the Customer and, where appropriate, take steps necessary to resolve such issues and prevent their recurrence.
- 1.2 Any notice referred to in the clause above shall be directed to the Bank's relationship manager in the first instance. If the Customer remains dissatisfied following the response received, the Customer can send a complaint to the Bank via the complaints and feedback section of the Bank's website available at: <https://www.business.hsbc.om/contact-us>

### 2 Fees and Charges

The Bank's standard fees and charges are available at: <https://www.business.hsbc.om/>

### 3 Standard credit interest rates

The Bank's standard credit interest rates are available at: <https://www.business.hsbc.om/regulations/standard-credit-interest-rates>

### 4 Cheques

#### 4.1 Issuance of Cheque books

Cheque books are only issued for current accounts in the Sultanate of Oman denominated in OMR.

#### 4.2 Use of Cheques

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

#### 4.3 Protecting Cheques

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

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

#### 4.4 Mistakes

If there is a mistake on a cheque or the Bank considers (in its sole discretion) that there is a signature mismatch, the Bank may reject the cheque for technical reasons (as opposed to

insufficient funds), in which case it will not be honoured.

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

#### 4.6 Cheque clearing

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

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

#### Stopping Cheque payments

A stop payment order will be accepted by the Bank, in accordance with article 111 of Banking Law of Oman, if conveyed with specific reasons. Provided the stop payment order is received by the Bank with sufficient time to allow the Bank to act on the request, any stop payment order will be acted upon by the Bank at the sole risk and responsibility of the Customer and the Customer will be required to complete and execute an appropriate indemnity or other forms as prescribed by the Bank. The Bank shall not enquire as to the legitimacy or validity of any specific reason provided by the Customer in support of the stop payment order and shall accept no liability for compliance with any stop payment order that was supplied by the Customer other than in good faith or in contravention of the obligation set out in all relevant laws and regulations.

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

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

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

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

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

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

The Customer should be aware of the provisions of Article 356 of the Omani Penal Law (Royal Decree 7/ 2018) which provides in summary that a penalty of imprisonment for a term of not less than one month and not more than two

years and a fine of not less than 100 Omani Rials and not more than 500 Omani Rials shall be imposed on:

- (a) Any person who writes a cheque with insufficient funds to cover such cheque or the Account is closed;
- (b) Any person who withdraws all or some of the funds from an account after giving a cheque in a way that leaves insufficient funds to cover the amount of the cheque;
- (c) Any person who instructs the drawee not to honour a cheque;
- (d) Any person who writes or signs the cheque in a way that prevents it from being honoured;
- (e) Any person who endorses or delivers a bearer cheque to another, knowing that there are not sufficient funds in the applicable Account to cover the full amount of the cheque, or that the cheque cannot be honoured.

In all cases, the court shall, at the request of the concerned parties, require the convicted person to pay the value of the cheque and the expenses borne by the beneficiary.

- (f) Article 357 of the Omani Penal Law which states that any person who receives or causes another person to receive a cheque, knowing that there are insufficient funds exist to honour it in full, or that it cannot be honoured shall be punished by imprisonment for a term of not less than one month and not more than one year, and a fine of not less than 500 Omani Rials and not more than 1,000 Omani Rials, or one of these two penalties.
- (g) Article 566 of the Commercial Code states that if a criminal action is brought against the drawer under the provisions of Article 565, the bearer of the cheque in the civil suit may apply to the criminal court to rule in his favour for a sum equivalent to the unpaid amount of the value of the cheque plus interest on that amount calculated from the day of presentation of the cheque for payment, plus supplementary compensation if applicable. The names of persons convicted under the foregoing Article shall be published in the Official Gazette, giving their professions, domiciles and the type of punishments awarded.

## 5 Bank Deposit Insurance Scheme

The Customer should be aware of the Banking Deposit Insurance Scheme (regulated by Royal Decree 9/95) which provides Customers with deposit coverage with a current reimbursement ceiling of 20,000 Omani Rials. The deposits shall be eligible for compensation if they are savings deposits, current accounts, call deposits, time deposits, Government deposits, trust and pension funds deposits, and other deposits as specified by the Central Bank of Oman from time to time.

## 6 Statements

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

## 7 Account usage policy

7.1 In accordance with instructions by our Regulator in Country,

we are obliged to advise you that all your Accounts which do not involve any actual debit transactions for 12 months, and in respect of which Accounts we are unable to contact you because the contact details we hold for you on file are no longer applicable (and we have no other knowledge of your whereabouts), will be considered dormant accounts and may be blocked (after one year for all Accounts), where applicable.

7.2 An Account may become regarded as dormant even if we hold other active accounts in your name (or in the same legal title). In the case of a dormant Account, we will be entitled to deal with the account as prescribed by the Regulator in the Country and in accordance with our policy.

7.3 Accounts that continue to remain inactive for a period of 24 months will be considered as unclaimed and the Bank will be entitled to close such Accounts after providing you with a 60-day notice period.

## 8 Contact us

- Visit our branch, and/or meet with your relationship manager.
- Write to us at HSBC Bank Middle East Limited - Oman Branch, 106, 1st Floor, Salam Gallery, Al Khuwair Basher Area, Muscat, Sultanate of Oman Po Box 306, Postal Code 115.
- Call your relationship manager.
- Visit us on our website at: <https://www.business.hsbc.om/contact-us>

## 9 Regulatory Disclosure

Issued by HSBC Bank Middle East Limited Oman Branch, P.O. Box 306 PC 115, Al Khuwair Basher Area, Muscat, Sultanate of Oman, regulated by the Central Bank of Oman, The Financial Services Authority and lead regulated by the Dubai Financial Services Authority.