

Online Account Opening Terms & Conditions

Clause -1: Recital

1. The terms and provisions stated hereinafter to deal with the account(s) in the contract ratified by the Account Holder and BANK AL-JAZIRA, hereinafter referred to as the Bank. And the submission of the application for opening an account or any of the relevant requests by the Account Holder, confirms his understanding, endorsement and acceptance of the terms and provisions of this contract.

2. The terms and conditions contained in this contract supersede any precedent provisions related to account (s) opening by the Account Holder, the Bank reserves the right to add or cancel and / or change any of these terms and conditions on his own free will and choice at any time, provided that this change takes effect after Thirty (30) days commence from the date the bank sent a notice to the account holder by mail or by any other means the Bank deems appropriate.

3. The Account Holder agrees that all accounts opened or to be opened in his name in the future are subject to these terms and conditions herein contained, and which are subject at the same time to the laws and regulations in force in the Kingdom of Saudi Arabia and the recital mentioned above in this contract is an integral part of the clauses of this Agreement.

- an account is to be opened in the name of the Account Holder in accordance with the following conditions:
- The applicant who applies for opening an account shall not be less than 15 Hijri years old holding a National ID, Iqama or Muqem ID
- The applicant is not incompetent to open an account by my own or requires a reference to introduce the bank's procedures (Mentally or physically disabled, blind or hearing impaired)

Clause: 2 - Account Statements and Notices:

The customer can review the account statement through the electronic channels. The bank will send a notification of all the transactions executed on the account immediately to the mobile number registered in the application for opening the account. The account holder will be responsible for reviewing his accounts, and immediately notify the bank of any discrepancies in these statements and / Or notification. The Bank shall be notified in writing of the differences within fifteen days from the date of the transaction and the customer shall be fully responsible for the review of his accounts, balances and operations.

Clause 3 - Accounts Settlement:

The Bank shall make account (S) settlement, to rectify any errors or omissions related to the account (S) without obtaining a prior consent of the Account Holder.

Clause: 4 – Fees and Banking Service Charges:

Upon approving this Agreement the Account Holder, on his own absolute will/volition, has authorized the Bank and without referring to the Account Holder to debit his account with and deduct any fees or commissions, taxes or stamps or any other expenses of any kind that the Bank or its correspondents may incur or pay on behalf of the Account Holder for services rendered or provided.

Clause: 5 – Power of Attorneys and Authorized Agents:

The customer cannot delegate any person to an account that has been opened electronically, whether legally or on bank papers or under a letter of authorization to any agent to operate

Clause:-6 Accounts in Foreign Currency

If the account is maintained in a foreign currency other than Saudi Riyal any debit or credit made to that account in the foreign currency is subject to the exchange rate set by the bank and the customer shall accept the risks of operating accounts in foreign currency subject to currency value fluctuation or change and or rate determined by the sending or receiving bank in case of transfer in or out of the country of such currency or its equivalent. The customer shall accept taking the risk, currently and in the future, of legal and administrative changes and charges that may occur as a consequence of currency exchange or transfer, as well as all taxes or fees imposed by the country or banks used for such currency. And withdrawals from the account opened in that currency take place as a transfer as adopted by the bank or wire transfer or withdrawals in cash within the limits approved by the Bank and will bear his account and perform any procedures only after the account holder visits one of the bank branches .

Clause 7 Overdraft / Bounced Checks:

The Bank will not accept payment orders that will result in the withdrawal of the account balance withdrawn. If any payment order resulting from the statement of account balance is paid, the Account Holder must immediately cover the overdrawn balance upon request. The Client shall be responsible to the Bank for any amount owed to the Account.

It is the responsibility of the account holder, when his / her account is disclosed, to pay, either in cash or direct debit from any account he / she has with any branch of the Bank, on the dates and times specified by the Bank. The Bank also has the right, in accordance with its decision to stop dealing with the customer in the event of non-compliance to cover the account / open accounts and not to open new accounts for him / her only after covering the amounts claimed

Clause 8 Recovering /Receiving the Bank's Rights / Clearing Procedure between Customer Accounts:-

The Account Holder authorizes the Bank to place at its disposal all credit accounts of the Account Holder without prior notice to the Account Holder whether such accounts are in Riyals or in any other currency or other ways of payment, and authorizes the Bank to combine and consolidate such accounts with each other to conduct clearing for any commitments or guarantees, warranties or any other amounts owed to the Bank by the Account Holder.

Clause: 9 Deposits in Accounts

The Bank will credit the value of bank checks and other commercial paper to the account of the account holder only after they have been realized /collected from the drawing bank which is maintaining such payment / credit. When the value of bank checks are credited to the account for any reason, it is not considered available or payable until the final collection of its actual value is realized.

If the account becomes a subject of legal proceedings or a dispute, it is the right of the Bank to restrict or suspend the use or access to the account and assert a lien over the credit balance until the issuance of guidance in writing from the Saudi Arabian Monetary Agency or a court order or a binding award of arbitration or the arrival of the concerned parties to a written agreement. The Bank is entitled to ask the Account Holder to pay any dues /outstanding which have not been repaid to the bank, even after closing the account.

Clause 10 - Demise or loss or incompetence of eligibility or bankruptcy of the Account Holder:-

If the bank officially or by any other means believes or is aware of the demise of the Account Holder (one of the holders of the account in joint accounts) - God forbids - or loss or incompetence of eligibility or bankruptcy, the bank has the right to stop operations on the accounts and the money and deposits which are under its possession/control. The deposits and stocks' portfolios and investments remain as it was before the occurrence of any of the incidents mentioned above, until the heirs are determined upon a legal instrument or appointment of the legal guardian or the custodian or the trustee or the creditors agent or the debts liquidator who is authorized to receive the customer's funds upon a decision from a competent court.

Clause 11- Electronic Banking Services

1 - The holder of Al Jazira ATM card (also referred to as / Account Holder / and hereinafter referred to as / Card Holder) hereby agrees to the following terms and conditions governing the provision of the services of using ATM card in the different cash and points of sales machines and Al Jazira Phone Services using their secret / pin code. "Card Holder "means the customer or supplementary nominee who shares holding and using the card.

2- Debit Card will delivered to the customer by mail after validating his ID

3 - The customer shall issue a PIN number for the card using any Bank AlJazira ATM, and if he desires to use Al Jazira phone banking services, he must choose an additional PIN number and the (PIN) of the ATM card must be different from the (PIN) of Al Jazira phone banking services.

4 – The Card Holder, under any circumstances, may not disclose the PIN number or the secret code of the ATM card or the phone services to any other person and shall be solely responsible for any use, loss, costs or expenses, whether directly or indirectly, incurred due to the revealing of the pin number or secret code to anyone else, If the Card Holder suspected that the PIN number or secret code is disclosed to someone else he must immediately notifies the Bank and change the PIN number.

5 - The Account Holder must sign on the back of Al Jazira ATM card immediately upon receipt from the Bank.

6 – The ATM Card remains the sole property of Al Jazira bank and the Account Holder shall surrender and deliver it to the Bank immediately upon demand or upon closure of account(s).

7 - The Bank may at its absolute discretion cancel the ATM card or Al Jazira Phone Services or stop using it at any time and without prior notice to the Account Holder when bank interest so requires. The Bank reserves the absolute right at all times and without notice to the Card Holder to refuse to act /adhere to any or all of the instructions issued to it through the different channels. The Bank may also request from the Card Holder to provide the telephonic instructions in writing (in the events such instructions had been identified by the PIN number or secret code).

8- Al Jazira Bank ATM card is non-transferable and must be used by the Account Holder only. The Bank may voluntarily, but without being obliged, record the instructions of the Card Holder via phone on recording tapes. Accordingly the Card Holder agrees on the Bank recording his phonic instructions and the Bank may use such recordings for any purpose it deems necessary, including using them as evidence in any legal or judicial proceedings be instituted by or against the Card Holder or any other person, inside and outside the Kingdom of Saudi Arabia.

9. The Bank shall not be liable for any loss or damage, or expenses may be incurred by the Card Holder as a result of the bank's work based on any telephonic instructions recognized by the PIN number or secret code of the phone which is owned by the Card Holder, including but not limited to the cases where the card holder is complying with the provisions of clause

(3) above. The Card Holder agrees to guarantee the bank full protection against any loss or damage or expenses incurred by it as a result of not complying with such instructions.

10. Subject to that, the Card Holder agrees that the Bank will not be liable for any consequential loss directly or indirectly caused by the inability of the Card Holder to obtain the services of Bank Al Jazira for any reason, whether it is inside or outside the Kingdom of Saudi Arabia. The Bank shall debit the account of the Card Holder with the expense of any amount withdrawn or the value of any transfer or purchases or any operations carried out through the use of the ATM card of Al Jazira Bank or through telephone banking services including any currency exchange rate and expense and the Card Holder in all cases is fully responsible for such operations.

11. Event of a Cardholder's entitlement to a Refund, the Cardholder agrees to accept credits to his Card Account for such Refunds and agrees to the Refund policy of that merchant.

12. The instructions given for obtaining Al Jazira Phone Services may be included in a separate operating handbook subject to change by the Bank as well as the modification and deletion without a prior written or verbal notice to the Card Holder and the Bank may also add other products and services in the future. The changes and amendments to the terms and conditions if found will be communicated to the Card Holder and will be sent by the bank to the last address of the Card Holder known to the bank as soon as it suits the means appropriate and available to the bank information, and such changes and amendments to the terms and conditions will be binding to the Card Holder even if he did not receive the updated information due to change in his address or telephone number and the bank was not informed of such changes.

13. All transactions made by the use of Al Jazira bank ATM card are subject to the permitted limits determined by the Bank & SAMA from time to time. The Bank shall not be liable to the Card Holder for any circumstances or any reasons of refusal or non – acceptance of Al Jazira bank ATM cards.

14. At the time the Card Holder chooses his phone PIN code, he shall not for his own protection choose numbers that are usually associated with each other's or successive numbers, whether descending or ascending or common numbers such as date of birth ...etc. where such figures are often simple and easy to guess by someone else so that they can be used for dishonest purposes. To achieve more protection for the Card Holder's own interest, he/she must choose a secret code for the phone which is quite different from code chosen by the ATM. The bank reserves the right to stop secret code of the phone services or ATM card after four failed attempts to obtain Al Jazira phone banking services or the ATM.

15. Accordingly, the Card Holder agrees that the Bank, from time to time, shall carry out operations based on the phonic instructions using the Bank internal manual identification procedures without using the secret code of the phone services. The Card Holder agrees that the Bank should not be liable or responsible for doing or not doing such a procedure.

16. All telephonic instructions are subject to the restrictions set by the bank from time to time, whether due to internal policy requirements or by order of the formal legislative or legal authorities.

17. The bank shall have the option at any time to charge any fee it deems appropriate for Al Jazira phone banking services as mentioned above and in any case, the requests for swift or Sarie transfers, and banking checks, express or international mailing charges etc. will be subject to normal charges which are appropriate for the purposes of the requested service(s), accordingly the Card Holder irrevocably and unconditionally authorizes the bank to deduct its cost/value from any of his bank accounts in the bank at the time of the implementation of the telephonic instructions or at a later time, as it is decided by the Bank.

18. Al Jazira bank shall be entitled under its absolute authority to approve the re-issue or replacement of a card due to loss or theft on the same terms and conditions of the first card, which can be changed from time to time without reference to the Card Holder. The Bank reserves the right to charge a replacement and delivery fees deducted directly from the account of the Card Holder / requester at a price determined by the Bank who will notify the Card Holder of such deduction by SMS or detailed statement according to the applicable banking tariff.

19. The Card Holder agrees to pay at the bank's discretion any non-refundable amount for the ATM card replacement due to loss or damage or for provided services such as transfer, and / or any additional card at a price determined by Al Jazira bank and the ATM Card Holder will be notified from time to time.

20. It is possible to deposit cash or checks at Al Jazira bank ATM and the value will be added to the account of the Account Holder, after the collection of its value, noting that the receipt issued by the ATM machine to the Account Holder is merely a notice of depositing the checks or cash and the bank does not consider its value unless it is actually received, collected and verified in cash or its equivalent, where the deposited checks are accepted against collection rules only. In the case of cash, the value will be added to the account of the Account Holder after being verified. In case of a difference between the amount deposited (as claimed by the Account Holder) and what is verified by the bank and stated in its records, the bank records shall be reliable and binding to the Account Holder.

21. Bank shall be entitled to cancel the ATM card or Al Jazira phone banking services or to suspend the right to use the card at any time upon its sole discretion and without prior notice to the Account Holder when the interest of the bank so requires.

Clause 12. Changing of Address

The address given in the application to open the account is deemed to be the address of the Account Holder, on which he/she will be contacted and correspondences and notifications which are sent to this address shall be deemed to have been received and bound to the owner of this account unless he / she sends a prior written notice to the Bank informing it of any change in the address or contacts before such correspondences or notifications are dispatched

The account(s) will be inactive/blocked if the customer didn't perform any transaction on the account(s) for a period of six months. If one year has elapsed without any transaction or movement on the account, the account will stay blocked and is considered dormant. After the elapse of five years, the account will be moved to unclaimed accounts. At all of these stages, the account(s) will not be activated unless the customer comes in person to the branch and provides his identification and signature to the branch

Clause 13. Freezing the Accounts at the Expiry Date of Identification Document(s) or Account Inactivity

Taking into account the regulations, to freeze accounts, the following procedures are applied at the expiration of the validity of an identity document

1. Saudis Individuals

The Bank will freeze all the accounts of Saudi individuals and entities or their authorized signer(s) after 90 days (or as approved by the Saudi Arabian Monetary Agency) from the expiration of the validity of the Account Holder identification papers unless he/she submits renewed identification papers to the bank.

2. Non-Saudis Individuals

The Bank will freeze all accounts and transactions of non-Saudis individuals at the expiration day of the normal expatriate residence permit, the diplomatic card for diplomats and passport for citizens of the Gulf Cooperation Council. Unless any of them submits a renewal of his/her identity after 180 days (or as approved by SAMA), from the expiration date. The account(s) should be closed and transferred to the unclaimed assets and taking into account that any commitments of the Account Holder are recovered, during and after this period. The customer must be present in person with all identity proofs to collect the unclaimed funds.

Clause 15. Account Closure

1. The Bank may, without prior notice and to the extent permitted by SAMA instructions close the account / accounts at any time, and send, by mail, a notice to the Account Holder accompanied by a bank check in the amount of the account remaining balance(if any).
2. The Bank upon its sole discretion will close and return the balance to the Account Holder when addressing suspended problems of auditing and verification of accounts holder identity or beneficiary(s) and not be able to solve these problems.
3. The Bank will close the account in the absence of an initial deposit after 90 days as instructed by the Saudi Arabian Monetary Agency) or if no transaction or balance for four years from the date of opening the account. The bank will notify the account holder one month before the closure on the last address provided to the bank.
4. In case Account holder want to close the account and end the deal with the bank, He must write a letter of requesting to close the account and return all non-use checks and ATM cards and card account number and the bank will be destroyed in front of the Account holder and return the account balance amount to the Account holder.

Clause 16. Language

The Arabic language is the primary/ authorized language in the interpretation of these Terms and Conditions as well as any other agreement has been entered into between the bank and the Account Holder.

Clause 17. Authorizations and Confidentiality of Information

1. The Account Holder gives any person / company an irrevocable authorization to provide the Bank, as it requires, any information / credit data related to the Account Holder.
2. The Account Holder gives the bank an irrevocable authorization to exchange the recorded information in this agreement with any third party in addition to any future transaction based on this agreement.

Clause 18. General Instructions

1. The Bank operates in accordance with written instructions issued by the Account Holder and subject to the terms and conditions of this agreement and must be written in Arabic or English and legible, clear and unambiguous and signed by the Account Holder.

2. Upon receipt of instructions that are unclear or conflicting with the terms and conditions of this agreement, the Bank should not implement, unless the Bank is convinced of its clarity and consistency.

3. The Bank ,its agents, correspondents, officials and staff shall not bear any liability to the Account Holder / Holders for any reason beyond the reasonable control of the Bank.

4. The Account holders must pay any amount due on the date notified by the bank. Method of payment will be cash or direct constraint on your account at any branch of the bank.

20 - 4 - 2. Also, I the undersigned agree to provide Bank AL-Jazira with any information or data requested me to establish my account / for review / to manage and authorized the bank to get whatever needs of information