

# BANKING CONSUMER PROTECTION CODE



SAUDI ARABIAN MONETARY AGENCY  
CONSUMER PROTECTION DEPARTMENT

# **BANKING CONSUMER PROTECTION CODE**

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# **BANKING CONSUMER PROTECTION CODE**

## **PART 1: INTRODUCTION**

### **1.1 Financial Consumer Protection in KSA**

SAMA is the regulator and supervisor of licensed and authorised financial institutions (Banking companies, Finance (including Leasing and Mortgage) companies, Insurance companies, and Money Changer companies) in the Kingdom of Saudi Arabia. In this context, SAMA regulates and supervises all of the different consumer products (liabilities as well as assets) offered by these authorised financial institutions.

SAMA has been a strong advocate of the protection of consumer interests since obtaining its charter in 1372 H (1952G). Consequently, over this long period, SAMA has played an important role ensuring that consumers are dealt with fairly and honestly by the financial institutions under its supervision. SAMA's role has evolved gradually as the financial sector has expanded and of course, it has changed since a new Agency in the form of the CMA was created in 2004. In 2005, SAMA was designated as the regulator for the Insurance sector under the Cooperative Insurance Law thus further extending SAMA's role in consumer protection.

A review of International best practice in financial services reveals that there is much activity and pressure being applied in various jurisdictions to improve the treatment of consumers. The global financial situation has brought a lot of attention on how the financial services industry innovates new products and services, how these are then sold to consumers and how consumers are offered consultation and restitution when they have an issue or complaint. Many reports and papers have issued about these matters and the findings overall show that fair treatment of consumers very often gives way to the pursuit of profit.

International bodies including G-20, FSB and OECD are discussing new or revised standards and principles in this area that will raise the bar. As the Saudi Arabian financial sector evolves and grows bigger, SAMA will continue to review these developments and decide on appropriate legislative, regulatory and organisational changes that may be required to provide the required extent of consumer protection.

SAMA is now setting a strategic objective that those consumers who have financial dealings with the authorised financial institutions operating in the Kingdom of Saudi Arabia will receive the desired level of fair treatment, honesty and financial inclusion.

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## 1.2 Introduction to the 'Banking Consumer Protection Code'

The 'Banking Consumer Protection Code' ('Banking Code') sets out to foster good relations between authorised banking institutions (Banks) and consumers by setting, monitoring and enforcing standards of business practice and conduct when the Banks are dealing with persons who are, or may become, consumers.

The 'Banking Code' applies to the activities of Banks operating in the Kingdom of Saudi Arabia by way of license and under the supervision of SAMA.

A consumer is defined in the 'Banking Code' as "a natural person who, in banking transactions covered by the Regulations, is engaging with the authorised banking institutions for purposes which can be regarded as outside his trade or profession".

All references to the provision of services throughout the 'Banking Code' include the provision of advice.

The 'General Principles for Financial Consumer Protection' included in the 'Banking Code' are designed to assist the efforts to enhance financial consumer protection. They are binding principles which must be complied with when providing banking products and services and will be reinforced by specific regulations where necessary.

From 01/04/2013, new banking consumers will be provided with a free copy of the 'General Principles' when they become a consumer for the first time. In addition, free copies of the 'General Principles' will be made available to all existing banking consumers who take out a new service or product.

Copies can be provided in hard copy or electronically, at point of sale or in account opening material, such as in a welcome pack. Copies will also be available for download from SAMA website.

Any legal proceedings, or any investigation, disciplinary or enforcement action that applied prior to the issue of this 'Banking Code' may be continued and completed as if this 'Banking Code' had not issued.

This 'Banking Code' is issued pursuant to powers under the following legislation:

(a) Charter of the Saudi Arabian Monetary Agency – Article (3d) , issued by Royal Decree No. 23 . Dated 23/05/1377H

(b) Banking Control Law – Articles (16 and 24), issued by Royal Decree No. M/5 . Dated 22/02/1386H. And Ministerial Decision No.3/2149 dated 14.10.1406 H.

A Bank must, upon being required by SAMA to do so, provide to SAMA appropriate records evidencing commitment to the 'Banking Code'.

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## 1.3 Achieving the 'Desired Consumer Outcomes'

Figure 1

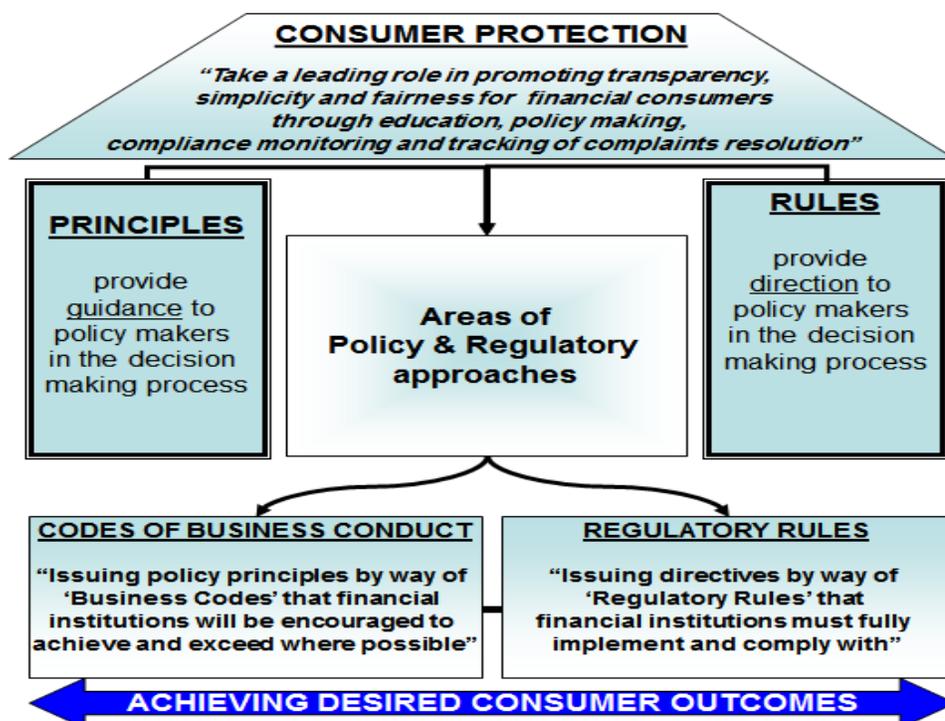


Figure 1 illustrates the means used by the Saudi Arabian Monetary Agency for the application of the framework of the regulations on the protection of consumers of financial institutions in the Kingdom of Saudi Arabia). Consumers will be protected using a combination of 'Principles & 'Rules', which drive the policy and regulatory approach using 'Codes of Business Conduct' and 'Regulatory Rules'. This implementation model will allow flexibility for the individual institutions to achieve competitive advantage through their approach to consumer protection, while also ensuring that the institutions implement the specific regulations required by law.

SAMA together with the Banks will seek to achieve the following results from the successful implementation of the 'Banking Consumer Protection Code':

1. The promotion of good banking practices, with consumers admiring the conduct of the Banks as shown by way of the fairness, respect and level of service afforded to them
2. An increased transparency in the provision of banking services and products so as to enhance the understanding of consumers of what they can reasonably expect
3. That consumers will be provided with clear, relevant, accurate and timely information, including the full cost of any banking services and products
4. That follow-up services will be carried out to a high service standard in a proactive and attentive manner

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## PART 2: GENERAL PRINCIPLES

### 2.1 The General Principles for Financial Consumer Protection KSA

An *authorised institution* must ensure that in all its dealings with *consumers* it:

#### **RESPONSIBLE BUSINESS CONDUCT:**

PRINCIPLE 1	<b>Ethics</b>	acts professionally, honestly and fairly in all dealings with consumers
PRINCIPLE 2	<b>Culture</b>	develops consumer protection as an integral part of their corporate culture
PRINCIPLE 3	<b>Best interests</b>	acts with due skill, care and diligence in a way that does not damage the best interests of its consumers
PRINCIPLE 4	<b>Inclusion</b>	does not prevent access to basic services or products or make access difficult or unwieldy by creating any unnecessary obstacles or barriers that frustrate consumers' attempts to avail of basic services or products
PRINCIPLE 5	<b>Advice</b>	ensures that any advice given to consumers adequately meets their needs and does not mislead a consumer as to the real or perceived advantages or disadvantages of any product or service
PRINCIPLE 6	<b>Third parties and agents</b>	ensures that any outsource activity complies with SAMA requirements and is accountable for the services provided by any authorised outsourced intermediary, third party or agents acting on behalf of the authorised financial institution
PRINCIPLE 7	<b>Conflict of interest</b>	avoids conflict of interest in the provision of any advice or sale that could result in an unfair benefit to the authorised institution and/or an opportunistic incentive payment for the employee
PRINCIPLE 8	<b>Service failure</b>	provides special assistance and information through all channels when there is a suspension or termination of services or account features
PRINCIPLE 9	<b>Undue pressure</b>	does not exert undue pressure on consumers to take services or products which are unsuitable
PRINCIPLE 10	<b>Fees, Charging and Pricing</b>	ensures that fees, charges and pricing are fair, authorised, proportionate and communicated in a timely and effective manner

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PRINCIPLE 11	<b>Financial Education</b>	develops appropriate means to help consumers develop the knowledge, skills and confidence to appropriately understand risks and opportunities, make informed choices, know where to go for assistance and take effective action to improve their own well-being
PRINCIPLE 12	<b>Awareness</b>	uses the various communication channels at its disposal to enhance the level of consumer awareness regarding the key features and cost of services and products
PRINCIPLE 13	<b>Fraud Education</b>	provides clear, sufficient, reliable and timely information about service and products and which will help the consumer to be aware of and avoid any frauds or unauthorised access to the consumer's financial or personal details

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## DISCLOSURE AND TRANSPARENCY

PRINCIPLE 14	<b>Information management</b>	protects and controls consumer information using appropriate control and protection mechanisms, including the sharing of consumer information with third parties
PRINCIPLE 15	<b>Information requirement</b>	only seeks from its consumers the information or documents that are required to avail of the product or service requested
PRINCIPLE 16	<b>Informed decisions</b>	provides the information necessary for a consumer to make an informed decision
PRINCIPLE 17	<b>Information gathering</b>	gathers and records sufficient information from consumers prior to offering, recommending, arranging or providing a product or service appropriate to that consumer
PRINCIPLE 18	<b>Disclosure of fees and charges</b>	makes full disclosure, in branches and on website, of all relevant material information, or changes in all relevant information, including charges, fees, breakage costs, early payment charges that results in a bank deduction from consumers account
PRINCIPLE 19	<b>Disclosure of risks and benefits</b>	provides consumers with the key information that informs them of the fundamental benefits, risks and terms of a product or service
PRINCIPLE 20	<b>Disclosure of change in trading or services</b>	provides adequate notice of cease trading or withdrawal of a product or service
PRINCIPLE 21	<b>Advertising</b>	does not include in their advertising any false, defamatory or negative statements

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## COMPLAINT HANDLING AND RESTITUTION

- PRINCIPLE 22**    **Complaint investigations**    ensures that consumers have free access through all channels to adequate complaint handling and restitution mechanism  
deals with complaint investigations in a full and comprehensive manner and makes a decision on the outcome of the complaint based on analysis of all of the information available regarding the complaint
- PRINCIPLE 23**    **Complaint resolution**    must seek to resolve any complaint from a consumer and acts in a way that does not discriminate against the consumer who raised the complaint , now or in any future dealings and will speedily provide the necessary information to the complaining consumer to enable them to escalate their complaint to a higher authority
- PRINCIPLE 24**    **Errors and enquiries**    answers enquiries and corrects errors speedily, efficiently and fairly
- PRINCIPLE 25**    **Restitution**    immediately refunds all instances of incorrect, inappropriate or disproportionate charging when identified internally without waiting for individual consumers to complain or bring these instances to their attention

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## 2.2 Consumer Responsibilities

These responsibilities of consumers will be supported by ongoing consumer education and awareness programmes from SAMA as well as initiatives by the various financial service providers for their own consumers.

CONSUMER RESPONSIBILITY		DETAILS
1	Be honest with the information you provide	Always give full and accurate information when you are filling in any bank documents. Do not give false details or leave out important information.
2	Carefully read all information provided by your financial service provider	You will receive full information regarding the service or product that you use or wish to buy. You should fully read this information and never buy a service or product that you do not understand
3	Ask questions	It is important to ask questions about anything that is unclear or that you are unsure about. Your financial services provider has employees who will answer any questions in a professional manner
4	Know how to make a complaint	Your financial services provider will provide you with details on how to complain and the timeframe for their response. Be proactive in using this service and know how to escalate your issue to higher levels, if appropriate
5	Use the service or product in line with the terms and conditions	You will receive full details on your obligations when using a service or product. Be familiar with these obligations as you are expected to fully conform to these, unless you have an express agreement with the financial services provider to do otherwise
6	Do not take risks that you know are inappropriate	Some financial services or products carry risks and your provider should clearly explain these to you. Do not purchase a service or product where you feel that the risks are unacceptable for your circumstances

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7	Apply for products and/or services that meet your needs	When you apply for a financial product or service, your purchasing decision should be based on a financial need that this product or service will fulfill
8	Report unknown transactions to your bank	If you have discovered unauthorised transactions on your account, you should report this to your bank immediately
9	Do not disclose banking information	Under no circumstances should you provide any bank account details or other sensitive personal or financial information to any third party
10	Seek advice before using certain products (e.g. credit cards)	If you are unsure about any aspect of a financial service or product that you are purchasing, do not complete the purchase until you have a full understanding. You may need to consult an independent third party for advice before completing your purchase

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## PART 3: OUR KEY COMMITMENTS

*This section details the specific banking commitments and regulations that support the 'General Principles' for Consumer Protection.*

### 3.1 Terms and Conditions

CP-B1	Consumers must be provided with the relevant up to date product terms and conditions, in writing or through electronic means according to the consumer preference and encouraged to read them, before they commit to a service product
CP-B2	A bank must communicate to consumers any changes in terms and conditions 30 business days in advance of any such changes being implemented
CP-B3	The appropriate terms and conditions must be detailed on the application form for the product or service being applied for by the consumer
CP-B4	All terms and conditions must be written in clear and understandable language, in a manner that is not misleading and provided to the consumer in Arabic or English according to their preference. Financial jargon should be avoided and a clear explanation included for any banking terms used. Recommended font size Arial 10 or similar should be used in all written material provided to the consumer
CP-B5	All information on terms and conditions provided must not be misleading and consumers should be provided with appropriate information at the right time in order to make informed decisions
CP-B6	Banks must include specific 'warning statements' in all terms and conditions, application forms and advertisements for the relevant risk products, stating clearly the consequences for not meeting the product or service conditions as agreed in the product or service application form

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## 3.2 Fees, Charges and Pricing

CP-B7	A bank will provide a schedule, in writing or by electronic channel according to consumer preference, containing the standard fees and charges, to a first-time consumer, or otherwise as requested by an existing consumer. This schedule should include any potential third party charges
CP-B8	A bank must display in its public offices, in a manner that is easily accessible to consumers, a schedule of all fees and charges imposed by that bank. The schedule of fees and charges must also be made publicly available by placing this schedule on its website
CP-B9	A bank must communicate to consumers any changes in fees and charges, 30 business days in advance of any such changes being implemented
CP-B10	A full breakdown of any cumulative fees and charges must be communicated to the consumer within 5 days of closing and switching the consumer's account to another bank
CP-B11	Consumers must be advised in contracts and application forms that any non transactional fees and other charges (greater than SR500 ) will be evenly distributed over the projected lifetime of the service or product and will not be deducted in one full payment
CP-B12	A bank must advise consumers an appropriate portion of any fee or charge will be refunded if the consumer decides not to proceed with the banking service or product within the statutory cooling-off period

CP-B= Consumer Protection- Banking

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## 3.3 Data Protection and Confidentiality

CP-B13	A bank has a general duty of care regarding the integrity and confidentiality of consumer information, whether closed accounts, existing accounts or information provided in the course of becoming a new consumer or information provided to third party agencies, e.g. SIMAH
CP-B14	A bank must ensure that where it communicates with a consumer using electronic media, it has in place appropriate arrangements to ensure the security of information received from the consumer and the secure transmission of information to the consumer
CP-B15	A bank has a general duty of confidentiality towards a consumer except where: <ul style="list-style-type: none"><li>• Disclosure is compelled by the relevant authority</li><li>• Disclosure is made with the express consent of the consumer</li></ul> The bank will advise the consumer regarding the disclosure unless prohibited by the relevant authority
CP-B16	A bank must have sufficient procedures, system controls and checks and employee awareness to protect consumer information and to identify breaches, where they may occur
CP-B17	A bank has a duty of privacy to its consumers in the following circumstances: <ul style="list-style-type: none"><li>• Information provided by the consumer during account opening</li><li>• Financial and personal information during the course of being a consumer</li><li>• Financial and personal information during the course of acting as a guarantor for another consumer</li></ul>
CP-B18	A bank will take all steps, including the signing of a confidentiality agreement by all employees as part of their contract, to ensure that its employees do not divulge details of a consumer's financial or personal information to any other third party who is not an employee of that bank
CP-B19	A bank will provide a safe and confidential environment in all of its delivery channels to ensure the confidentiality and privacy of consumers when they are conducting business with the bank
CP-B20	Where a bank requires a consumer to prove their identification, a banking institution will only request what is sufficient and reasonable and in line with society and cultural norms
CP-B21	A bank will not impose a transaction or payment fee on any transfers or payments between a consumer's accounts, including credit cards

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## 3.4 Advertising and Marketing Communications

CP-B22	Advertising issued by the banks will not be deceptive or misleading and will not exaggerate the advantages of a product or service. All text and numbers will be clearly visible and understandable, with a legible font size, recommended minimum size 'Arial 10'
CP-B23	Where advertising refers to a banking service or product that will incur a fee, the advertisement or promotional material will also show all fees and charges relevant to the usage of that banking service or product
CP-B24	A bank must ensure that an advertisement is designed and presented so that any consumer can reasonably be expected to know immediately that it is an advertisement
CP-B25	A bank must ensure that an advertisement or promotional material that uses introductory low cost fees, charges or pricing clearly states the expiry date of that low cost fees, charges or pricing and details the fees, charges or pricing that will apply thereafter
CP-B26	A bank must ensure that any assumptions, on which a statement, promise or forecast contained in a product advertisement or promotional material is based, are clearly stated, reasonable and up to date with market trends
CP-B27	A bank must ensure that a recommendation or commendation may not be used in an advertisement without the consent of the author. If the author is an employee of the bank or a connected party of the bank, or has received any payment from the bank or a connected party of the bank for the recommendation or commendation, the advertisement must state that fact.
CP-B28	Where an intermediary is tied to a single provider for a particular product or service, the intermediary must disclose this fact in all advertisements for the advertised product or service
CP-B29	A bank must ensure that an advertisement which contains any acronyms (for example APR) states clearly what the letters actually stand for
CP-B30	A bank must ensure that an advertisement only describes a product or service as 'free' where the product or service in its entirety is available free of charge to the consumer
CP-B31	A bank will maintain, at all times, a brochure area where hard copies of all mandatory brochures will be available for consumers
CP-B32	A consumer has the right to 'opt in' for communications regarding the direct marketing promotions of products and services by Banks. The 'opt in' must be signed in written form by the consumer and a copy available

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	at any future time if requested by the consumer, if requested. Unless a consumer has given a specific written instruction to 'opt in', they are regarded as having 'opted out' from these types of communication of any kind, except where the Bank is providing an enhanced service or product feature at no extra cost, at any time, to the consumer
CP-B33	A consumer who has 'opted out' of receiving promotional communications can 'opt in' at any time by advising the bank in writing, or completing an appropriate 'opt in' form. Otherwise, a bank may only ask such a consumer to 'opt in' every 3 years from the date of having 'opted out'
CP-B34	A bank must have a consumer's specific permission to pass on the consumer's personal or financial details to any other company, including subsidiaries or third party agents or partners of the Bank
CP-B35	A bank will never send promotional material to consumers under the age of 18 years that promote products or services that carry a risk for the consumer
CP-B36	When banks use public media to market their financing products, they have to highlight the risks associated with these products and avoid exaggerated imaging to attract consumers
CP-B37	Banks must clearly display their logo in all advertisement and promotional material. Furthermore, banks must not use names or logos of religious symbols in advertisements.

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## 3.5 Account Opening

CP-B38	A bank must fully comply with the requirements of the 'RULES GOVERNING THE OPENING OF BANK ACCOUNTS & GENERAL OPERATIONAL GUIDELINES, (Fourth Update 2012)'
CP-B39	A bank must have a designated and private area for account opening
CP-B40	A bank must immediately accept and fulfill all requests to open new accounts, whether from new or existing consumers, where the consumer has all of the documents required to complete the account opening process
CP-B41	A bank must not unreasonably delay the opening of a bank account for a consumer by engaging in delaying tactics, such as a deferred appointment, allowing other consumers to take precedence in bank queuing etc.
CP-B42	A bank must communicate to consumers any decision by the bank to close a consumer's account 30 days in advance of the account being closed
CP-B43	When assessing the suitability of a product or service for a consumer, the bank must, at a minimum, consider and document whether, on the basis of the information gathered from the consumer: a) the product or service meets that consumer's needs and objectives; b) the consumer: i) is likely to be able to meet the financial commitment associated with the product on an ongoing basis; ii) is financially able to bear any risks attaching to the product or service; c) the product or service is consistent with the consumer's attitude to risk.

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## 3.6 Account Switching

CP-B44	<p>A bank must have an account switching pack available in each branch and on its website, containing the following information:</p> <ul style="list-style-type: none"><li>• a description of the switching process, including the relevant deadlines and a description of the steps which the consumer must take to switch their account</li><li>• the process to open the account, including a list of the documents which the bank will require from the consumer in order to open the account</li><li>• An Account Transfer form which includes:<ul style="list-style-type: none"><li>○ the requested switching date</li><li>○ consent to close the stipulated account in the old bank and transfer any balances to the new bank</li><li>○ the consumer's consent to transfer relevant details between the existing bank and the new bank</li><li>○ the consumer's consent to transmit to the new bank details of debit card and automated teller machine (ATM) card transactions on the existing account which have not been applied to the consumer's account by the switching date</li><li>○ contact details to assist with queries in relation to the new account and the switching process</li></ul></li></ul>
CP-B45	<p>A user seeking to switch to a new bank may ask the new bank to obtain from their current bank a list of all the user's:</p> <ul style="list-style-type: none"><li>(a) direct debit arrangements</li><li>(b) direct credit arrangements; and</li><li>(c) periodical payments currently in effect,</li></ul> <p>for the previous 13 months</p>
CP-B46	<p>A bank must formally acknowledge receipt of the transfer request within 24 hours of receipt and must act on the request within 3 days. They cannot exert undue influence or pressure to cancel the switching request.</p>
CP-B47	<p>When a bank is closing a consumer account as a result of a switching request, they may deduct authorised fees or charges which must be proportionate and in accordance with the original fees and charges advised to the consumer when they purchased the service or product from the bank</p>
CP-B48	<p>A bank must inform a consumer who is switching their account that he/she can request a statement of their account for the last twelve months, either electronically or in hard copy, free of charge</p>

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## 3.7 Cards (excluding pre-paid gift cards )

CP-B49	A bank will only provide a new or reissue card on instruction from the consumer responsible for the account
CP-B50	A bank will ensure that cards are issued to consumers personally and will be satisfied with consumers identity before allowing the card to be issued
CP-B51	A bank will provide a fully resourced helpline to assist consumers to report loss, theft or any unauthorized use of their Card. This helpline will be a free of charge service.
CP-B52	A bank will thoroughly and fully investigate claims regarding incorrect transactions or any difficulties encountered when using any ATM or POS provided by a bank
CP-B53	A bank will only provide a credit card or increase the limit on a credit card when the information provided and available to a bank leads shows that a consumer can meet the financial repayment obligations. A bank can refuse any such request
CP-B54	A bank will not hold a consumer liable for losses greater than SR700, incurred as a result of any unauthorised use of the card or PIN, resulting from theft, loss, skimming or any form of card data theft, where such unauthorised use was not caused by the careless behaviour or management of the card/PIN by the consumer and the consumer has advised the issuing bank. The consumer will be liable for any losses incurred before they reported the issue.
CP-B55	A bank will not discriminate against a consumer's application for a credit card because of their age.
CP-B56	A bank must inform a consumer of the safeguarding of debit cards & PIN, credit cards & PIN and cheque books. Consumers must be informed how they should notify their bank as soon as possible after loss, theft or fraud.
CP-B57	A bank will advise consumers of the transaction limits that apply at POS & ATM at time of issue, reissue of cards, or when limits change
CP-B58	A bank will be responsible for the monitoring of their merchant consumers to ensure that merchants do not pass on or impose any additional fees on cardholders when they use any cards for payment of goods or services with the merchants

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## 3.8 Internet Banking

CP-B59	A bank will take appropriate measures to ensure that all internet banking channels are secure and safe. If a consumer incurs a direct loss due to a security breach of any internet banking channel, they will be fully reimbursed for any loss
CP-B60	A bank will provide a fully resourced helpline to assist consumers to report unauthorised access to their information and/or bank accounts. This helpline will be a free of charge service in all aspects
CP-B61	A bank will never telephone or email a consumer for any details regarding their passwords, PINS or any other account verification methods that may be introduced
CP-B62	A bank will advise consumers of the transaction limits that apply at internet banking at time of registration, or when these limits change

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## 3.9 Consumer Credit

CP-B63	Banks will comply with the requirements of the updating document 'Regulations for Consumer Credit', from SAMA, Banking Supervision Department
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## 3.10 Employees

CP-B64	A bank will ensure that all employees are trained so that they: a) competently, efficiently and professionally discharge their functions and provide the banking functions they are authorised to provide b) have a sufficient knowledge of the 'Banking Code' as it applies to their role and function within the bank c) ensure that employees display the best possible behaviours and attitudes, at all times, when providing a service to consumers/prospect consumers of the bank
CP-B65	A bank will implement effective and accurate procedures to ensure that staff employed in frontline consumer dealing roles have displayed the aptitude, personality and competency required to fulfill their frontline duties
CP-B66	A bank will ensure their employees achieve the required levels of professional competency requirements, or any similar programme introduced to establish minimum professional standards for financial services providers

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## 3.11 Foreign Exchange Services

CP-B67	<p>A bank must ensure that where an advertised product or service is denominated or priced in a foreign currency, or where the value of an advertised product or service may be directly affected by changes in foreign exchange rates, the advertisement contains the following warning statement:</p> <p>“This product/service may be affected by changes in currency exchange rates”</p>
CP-B68	<p>A bank must provide consumers with details of the exchange rate and commission charges that will apply to foreign exchange transactions, or if these are not known at the time, details of the basis on which the transaction will be completed with a commitments to forward the precise details to the consumer when the details become known. Where these details are not provided to the consumer, the bank must immediately return any fees or charges charged for the transaction on receipt of claim from consumer</p>
CP-B69	<p>A bank must pre-advise consumers when money sent overseas will arrive with the beneficiary and the amount of any deductions made by any agents or banks involved in the transfer</p>
CP-B70	<p>A bank must advise a consumer within 24 hours if an outward foreign payment could not be effected.</p> <ul style="list-style-type: none"><li>• Where a customer has a money transmission account, the returned payment must be credited immediately on receipt</li><li>• The bank will return the same amount, including any transfer fees paid and without deduction of fees and charges, and at the same rate as used in the original outward remittance, if the bank is held to be at fault for the returned payment</li></ul>
CP-B71	<p>A bank must advise a consumer within 24 hours if an inward foreign payment has been received. Where a customer has a money transmission account, inward payment must be credited immediately on receipt</p>
CP-B72	<p>A bank will be responsible for the correct completion of application forms for outward payments, including IBAN, BIC and any other certificates or requirements by the receiving country.</p> <p>The consumer will only be liable if they have provided an incorrect number, as opposed to not completing the form correctly</p>

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## 3.12 General

CP-B73	A bank must inform a consumer before opening an account of the consequences of opening and operating an account. This must include a formal process of ensuring that consumers are fully aware of the consequences of granting access to third parties to their bank accounts
CP-B74	<p>A bank must provide a copy (hard copy or website link according to consumer preference) of the 'Consumer Protection Code –General Principles' to new consumers.</p> <p>A copy (hard copy or website link according to consumer preference)of the 'Consumer Protection Code –General Principles' must be provided each time an existing consumer takes out a new service or product</p>
CP-B75	<p>A bank will provide a copy within 5 working days, or as otherwise formally agreed with the consumer, of the following documents or records,:</p> <ul style="list-style-type: none"><li>• Original applications for any service or product</li><li>• Up to date terms and conditions</li><li>• Credit contract, including security and guarantor documents</li></ul>
CP-B76	A bank will inform consumers of the opening hours close to the main banking office entrance and the office will open and close in accordance with the advertised hours
CP-B77	A bank will not discriminate against consumers because of age in the sale or usage of any banking service pr product
CP-B78	<p>When a bank cannot fulfill a service request from a consumer for certain designated services because of a 'system issue' the bank must provide the consumer with a 'No Service' receipt and offer the consumer an alternative means of delivering the service within 5 days of failing to deliver the service request. If the service request is still not possible after 5 days, the bank must make all reasonable efforts to deliver the service at the earliest opportunity.</p> <p>Designated service include:</p> <ul style="list-style-type: none"><li>• ATM card issue</li><li>• ATM card replacement</li><li>• Statement on account</li><li>• Account opening</li><li>• Credit card issue</li><li>• Credit card replacement</li></ul>

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## PART 4: ERRORS, COMPLAINTS AND RESTITUTION

### 4.1 Errors

CP-B79	A bank must not benefit from any balance arising out of a refund, which cannot be repaid, in respect of an error.
CP-B80	Where a bank discovers an error, or is informed of an error by a consumer making a complaint or a claim, then the bank must refund all other consumers who may be affected by a similar error. This should be completed within 90 working days of the original error being identified. The bank should issue a communication to all affected consumers, advising them of the error and the steps being taken for corrective action, including refund of any monies due to the consumers' accounts
CP-B81	The address or telephone number to be used for notification of account statement errors or any other enquiries that a Consumer must be stated on the account statement

### 4.2 Complaints

CP-B82	Banks must have a specialised unit in place to deal with consumer complaints
CP-B83	Banks must have in place a written procedure for the proper handling of complaints and a copy of these procedures should be available to all consumers free of charge
CP-B84	Banks should have clear signage in each delivery channel on how a consumer can complain, with easy availability/link to the documents required to be completed by the consumer
CP-B85	Consumers can escalate their complaints to SAMA, in line with the published complaint handling procedures, available on the SAMA website or from any bank

### 4.3 Restitution

CP-B86	Following the identification of an error by a bank, whether during normal business or as a result of an investigation following a consumer complaint, a communication must issue to the consumer within 24 hours advising the result of the investigation and the amount of the refund or monetary compensation due to the consumer
CP-B87	Following the communication to the consumer, or on receipt of an instruction from a higher authority, any refunds or monetary compensation must be credited to the consumer's money transmission account within 3 days.

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CP-B88	<p>Following the identification of an error by a bank, whether during normal business or as a result of an investigation following a consumer complaint, the bank must investigate whether other consumers are similarly adversely affected. This investigation must take a maximum of 3 months from the date of the original consumer complaint and the bank must rectify the situation for any other affected consumers, even though these consumers may not have individually complained about the issue.</p> <p>A written communication should issue to the affected consumers.</p>
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## PART 5:DEPOSITORS

CP-B89	A deposit protection scheme will apply to all eligible accounts held with the banks licensed and supervised by the Saudi Arabian Monetary Agency . This scheme will protect depositors up to and including an amount of SR??, in the event of a bank failing
CP-B90	A bank will display in their service delivery e-channels and branches all rates offered on 'special commissions' accounts, except where rates are negotiated for individual accounts. In this instance the notice should clearly state that 'special commissions' are subject to negotiation with the account owning consumer(s)
CP-B91	<p>Banks must make the following information readily available to all consumers with credit or deposit balances</p> <ul style="list-style-type: none"> <li>• The 'special commissions' rate applicable to their account, where appropriate</li> <li>• The APR' which should take into account any fees or charges or other administrative deductions which will result in a deduction from the 'special commissions' accrued or the principal balance of the account</li> <li>• Frequency and timing of 'special commissions' payments</li> </ul>
CP-B92	<p>Bank must disclose all fees and charges associated with the consumer's deposit account, including</p> <ul style="list-style-type: none"> <li>• Details of any fees or charges, including deposit account management administration , or similar charges</li> <li>• Charges for withdrawals from a fixed term account, including the costs of the different withdrawal methods</li> <li>• Forfeiture of 'special commissions' as a result of early withdrawal of partial or all funds in the account</li> </ul>
CP-B93	<p>Where the bank claims a right of set-off against any other accounts held by the consumer, whether sole or joint accounts in both circumstances, the bank must</p> <ul style="list-style-type: none"> <li>• Provide clear and understandable details of any rights of set-off</li> <li>• Provide an annual notice of claim where the bank claims the right to set off the credit balance on one of the consumer's accounts, whether held sole or joint, against the debit balance in other accounts which may be held by the consumer with that bank, whether in sole or joint names</li> <li>• The right of set off must be included in the appropriate terms and conditions</li> <li>• Inform the consumer when the bank exercises their right of set-off by deducting the consumer's credit funds and applying the balance to a debit account held by the consumer, whether sole or joint</li> </ul>
CP-B94	<p>A bank must provide the following to holders of time deposits:</p> <ul style="list-style-type: none"> <li>• A maturity notice on investment, showing the following:</li> </ul>

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	<ul style="list-style-type: none"> <li>○ original investment date</li> <li>○ Commissions rate</li> <li>○ date of maturity</li> <li>○ the amount of 'special commissions' that will be payable and the details of any deductions that will be made by the bank during the investment period</li> <li>● Details of any charges, forfeiture of 'special commissions' or any other deductions if the consumer requests early withdrawal of some or all of their principal investment</li> </ul>
CP-B95	<p>A bank must provide the following to holders of call deposits:</p> <ul style="list-style-type: none"> <li>● A maturity notice on investment, showing the following: <ul style="list-style-type: none"> <li>○ original investment date</li> <li>○ effective APR applying at date of investment</li> <li>○ date of maturity,</li> <li>○ the 'special commissions' that will be payable and the details of any deductions that will be made by the bank during the investment period</li> </ul> </li> <li>● Details of any charges, forfeiture of 'special commissions' or any other deductions if the consumer requests early withdrawal of some or all of their principal investment</li> </ul>
CP-B96	<p>If the date of maturity of a time deposit falls on a day which is not a working day, the deposit will be deemed to mature on the succeeding business day</p>
CP-B97	<p>A bank must advise consumers of any changes in the 'special commissions' rate applicable to their investment account, excluding 'special commissions' rates which change on a daily basis, by notices in the press, website and detailed on the consumer's investment account statement</p>
CP-B98	<p>A bank must include a risk statement on the original investment notice and on the consumer's investment account regular statements, if any element of the 'special commissions' return is based on non-cash investment</p>
CP-B99	<p>A bank must ensure that at least 10 business days prior to the maturity of a fixed term deposit, it alerts the consumer about its impending maturity and the maturity date. This provision does not apply where the maturity date of the fixed term deposit is less than 30 days</p>

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## PART 5: DEFINITIONS

<b>Advertising</b>	Commercial messaging in any medium that promotes, directly or indirectly, a service or product
<b>Advice</b>	A personal recommendation from a qualified individual given after due consideration of a consumer's personal circumstances and objectives
<b>Authorised institutions</b>	Institutions who conduct their business in the Kingdom of Saudi Arabia and who are licensed and authorised by SAMA
<b>Awareness</b>	Understands basic financial terminology used in organisations and is able to differentiate between various products and services
<b>Best interests</b>	Something which does not disadvantage consumers
<b>Binding principles</b>	The compulsory implementation of a standard or rule of conduct
<b>Complaint escalation</b>	Raising a complaint to a higher or independent authority after the complaint has been adjudged by the principal institution against whom the complaint is made
<b>Complaint resolution</b>	Achieving an outcome to a consumer complaint
<b>Conflict of interest</b>	A conflict of interest is a set of circumstances that creates a risk that professional judgment or actions regarding a primary interest will be unduly influenced by a secondary interest
<b>Consumer</b>	a natural person who, in banking transactions covered by the Regulations, is engaging with the banks for purposes which can be regarded as outside his trade or profession
<b>Culture</b>	The set of the set of beliefs, values, and norms, that represents the unique character of an organisation and provides the context for action in it and by it
<b>Disclosure</b>	The revealing of information by the bank to the consumer
<b>Error</b>	An outcome contrary to the documented policy or operational and control procedures, which has a financial effect on and/or which breaches the statutory and regulatory rights of one or more consumers'

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<b>Ethics</b>	Standards of conduct or moral judgment.
<b>Financial education</b>	the process by which financial consumers improve their understanding of financial products, concepts and risks and, through information, instruction and/or objective advice, develop the skills and confidence to become more aware of financial risks and opportunities, to make informed choices, to know where to go for help, and to take other effective actions to improve their financial well-being
<b>Free of charge</b>	Without deduction of any direct or indirect fees, commissions or charges
<b>G20</b>	The Group of Twenty Finance Ministers and Central Bank Governors (also known as the G-20, G20, and Group of Twenty) is a group of finance ministers and central bank governors from 20 major economies
<b>Incentives</b>	Financially rewarding employees for sale of financial services or products
<b>Inclusion</b>	ensuring access to appropriate financial products and services needed by vulnerable groups such as weaker sections and low income groups at an affordable cost in a fair and transparent manner
<b>Mandatory information</b>	Information required from consumers by law
<b>Prospect Consumer</b>	a natural person who, in banking transactions covered by the Regulations, is engaging with the banks for purposes which can be regarded as outside his trade or profession and who is enquiring about or involved in the process of engaging in financial business for the first time with a bank
<b>Restitution</b>	To set right, remedy or rectify by returning a situation to the status quo before the product or service was purchased by the consumer
<b>SAMA</b>	The Saudi Arabian Monetary Agency
<b>Third party</b>	Someone who may be indirectly involved but is not a principal party to an arrangement, contract, deal, lawsuit, or transaction
<b>Undue pressure</b>	Influencing or pressurizing a consumer to purchase a financial product or service that they do not want