

Personal Account Opening Terms & Conditions

For the purpose of these terms and Conditions "Bank" shall refer to DIB Bank Kenya limited (DIB) its successors in title and assigns. These terms and conditions ("the Terms") govern our respective rights and obligations when you use your Account and come into effect when you register for an Account or once you access your Account, whichever occurs first. By making use or accessing your Account, you admit that you have read, understood and agreed to these terms and conditions, and that you consent to your personal information being shared within the Bank in the ordinary course of our business of providing the Services to you.

1. Any person(s) opening an account with the Bank (whether resident or Nonresident), will be deemed to have read and understood these terms and conditions and the applicable Schedule of Bank Charges issued and approved by the Central Bank of Kenya.
2. All products and services provided by the Bank are subject to their own terms and conditions ("product agreements. These Terms (governing the use of the Account) must be read together with and form part of each product agreement.
3. No account shall be opened by the Bank unless the account opening form is fully completed and the requisite supporting documents attached and attested by the required authorities (if any).
4. Upon submission of duly completed account opening forms the Bank will generate an Account Number for the customer in accordance with the Bank's policies and procedures on Account Opening.
5. The customer will give the bank in an acceptable form the specimen signature of every person authorized to operate the account. The bank is under no duty to enquire or ascertain into the purpose for which an authorized signatory exercises his powers on behalf of or otherwise for the customer. The bank accepts no obligation to any person (including any authorized signatory) other than the customer who is authorized to operate the account or whose concurrence or signature is necessary for the operation of the account.

The customer undertakes to maintain the confidentiality of his ID and password together with all other information and materials of any nature supplied to it by the bank in relation to this agreement. The Customer shall be fully liable to the bank for any breach of the provisions of this paragraph. The Bank has a statutory responsibility to apply any applicable tax on all charges on customers' accounts
6. Only valid and acceptable means of Identification (e.g. International Passport, Kenyan National Identity Card, and Alien ID) will be required before the Bank opens any account.
7. Each account shall possess a distinctive number which shall be quoted in all correspondence with the Bank relating to the account.
8. Any change in name, address, contact details, occupation, and physical location should be immediately communicated in writing to the Bank.
9. The bank shall reference its tariffs, fees and charges for its products in the product agreements.
10. The Bank may, without notice, set off against any account indebtedness of the customer:
 - i. Any other account whether current, facility, savings or any other type:
 - ii. Any time or other deposit
11. The bank may, upon notice to the customer, set off his account against any other account or indebtedness in respect of which the customer is liable, notwithstanding that some other person may also be liable in respect thereof.
12. The post office/courier firms and other agents of mail delivery shall be considered agents of the account holders for delivery of statements, letters and related communication, no responsibility shall be accepted by the Bank for access by third parties, loss, delay or non-delivery of such items including cheque books sent by post/courier at the request of the account holder
13. The Bank is authorized to effect such orders in respect of the accounts as may be required by any court order or competent authority or agency under the applicable laws of the land.
14. Domiciliary accounts (Foreign currency account and fixed deposits) maybe established in U.S. Dollars, Rand, Pound, Sterling, Euro and such other currency, as the Bank shall determine from time to time, as allowed by local regulations in force from time to time. Domiciliary (Foreign currency) accounts/deposits are opened and maintained subject to Foreign exchange regulations, directives of the Government of Kenya or any of its organization/agencies and the Central bank of Kenya from time to time.
15. Profit on savings and fixed deposits may be paid at periodic intervals, as determined by the Bank and/or upon respective maturity dates of such deposits at such rate as may be determined by the Bank from time to time.
16. Uncleared instruments though credited in the account, shall not be drawn against unless in the complete discretion of the Bank and at such drawings will attract uncleared effects charges as may be set from time to time. Even if such Instruments are credited to customers account and/or allowed to be drawn against, the Bank shall have at all times have the right to debit the account holders account, if the instruments are not realized without prior notice to account holder/depositor.



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17. In case a deposit matures on a public or Bank holiday, then the Bank shall pay the deposit on the next working day when the Bank is open for ordinary banking business.
18. Cheque books are issued subject to the following conditions:-
 - i. The customer agrees to look after and use any cheque book and any cheque form with the utmost care.
 - ii. The customer further agrees to ensure:-
 - a. That all uncompleted cheque forms are kept in safe custody at all times;
 - b. That the bank is informed immediately upon discovery by the customer that any cheque book or any cheque form has been stolen, lost or mislaid;
 - c. That any person preparing the cheque is authorized to do so;
 - d. That any cheque is prepared and signed in ink or other indelebible writing materials;
 - e. That the amount of any cheque is written as near as possible to the left side of the form to prevent any addition of unauthorized letters or figures;
 - f. That any cheque and any alteration is signed by an authorized signatory;
 - g. That no uncompleted cheque is given to any stranger or other person when the customer does not have reasonable grounds believing him to be trustworthy.
 - iii. The customer is advised that;
 - a. Where possible any uncompleted cheque should be crossed with two distinct lines in order to make the cheque negotiable only through a bank; and
 - b. If it is known with which bank the beneficiary of a cheque keeps his account then the name of the bank should be added to the crossing in order to make the cheque negotiable only through that particular bank.
 - iv. On the receipt of a written notice by the customer to stop payment of a cheque, the bank will record the notice and make any claim that may arise.
 - v. Upon closure of any account the customer will return to the bank any remaining uncompleted cheque forms relating to the account.
 - vi. The bank may refuse payment of any cheque not drawn on the Bank's cheque form in the manner specified by the bank in these terms and conditions.
 - vii. Where the bank receives several orders at approximately the same time the total amount of which exceeds the available assets of or the credit granted to the Customer, the bank may honor the orders in whatever manner it thinks fit within the limits of the funds available.
- viii. The bank will pay cash to the customer where the cheque is signed in the presence of the teller, by an authorized signatory(s).
- ix. Where a cash cheque is presented not by the customer but by a third party, the bank may require confirmation from the customer or from a representative of the customer before it makes payment.
- x. Where cash cheques are presented by employees or other known agents of the customer the following steps will be taken.
- xi. The employee or agent will be identified beforehand in a manner acceptable to the bank.
- xii. A limit on such drawings will be agreed in writing with the bank, and until such limit is agreed no drawings will be allowed under this paragraph.
- xiii. Where the customer requests that payments be made under paragraph (i) the customer indemnifies the bank in respect of all payments made to the presenter of the cheque whether or not the money was received by the customer and whether or not the order for payment was in fact the order of the customer.
- xiv. k. The bank shall not be liable in any way to the customer for having honored, even negligently, any cheque the signature or the content of which has been forged or any payment instruction from the customer or his authorized signatory, which instruction was given fraudulently if;
- xv. The customer has facilitated such forgery either by failure to comply with any of the conditions contained in clause 17 hereof or by negligence in any other way; or
- xvi. There has been a previous forgery of any cheque of the customer without the customer having objected to the first statement of accounts which debited such cheque as provided by clause 7 hereof or
- xvii. The forgery has been perpetrated by an employee, servant, agent, contractor, authorized signatory or persons known to the customer.
19. The bank may redebit unpaid bills of exchange, cheques and similar instruments which it has credited. Until settlement of any debit balance created by any such redebit, the bank may also claim against any party to the negotiable instrument under the applicable law.
20. In no case is the bank committed to protest within the prescribed time for non-payment or to exercise possible rights of recourse. If, by virtue of bills of exchange, cheques or other instruments drawn on foreign countries, recourse has been exercised against the bank within the prescribed time in these countries, recourse has been exercised against the bank within the prescribed time in these countries, the loss or damage eventually resulting therefrom will be borne by the holder of the account who remitted the instruments to the bank.

21. Postdated, stale and defective cheques shall not be paid by the Bank.
22. Upon the Bank receiving notice of the demise of an individual customer, the Bank will not be obliged to allow any operation or withdrawal from the account by any person except on production of a death certificate and a court order from a court of competent jurisdiction or any other relevant document recognized by law for succession purposes.
23. In cases of a joint account and one of the account holders dies then the money in the account and any other entitlement or obligation relating to that account will revert to the surviving joint holder (s).
24. Advocate and client costs incurred by the bank in obtaining legal advice in connection with the customers' accounts and dealings with the bank or incurred by the bank in any legal arbitration or other proceedings arising out of any dealings in respect of the customer.

These charges will be levied in accordance with the advocate remuneration order and or any arbitration agreement between the bank and the customer.
25. Periodic statements of account shall be issued by the Bank to the account holder while a Certificate (conveying key terms for the deposit e.g. Tenor) will be issued to the depositor on dates agreed between the Bank and the Customer.
26. The Bank will take due care to see that the credit and debit entries are correctly recorded in the accounts of the account holder/depositor. Any discrepancy in the statement of account should be promptly brought to the notice of the bank in writing within fourteen days of dispatch of statements, failure to which the statement of account shall be deemed to be final and conclusive, for all purposes whatsoever. In the case of any error, the Bank reserves the right, at all times to make adjusting entries to rectify the error without notice, and recover any amount wrongly paid or credited to any person together with any profit realized. However, the Bank shall not be liable for any loss or damage due to such error or any consequential loss arising there from to any party
27. No account holder/depositor may annotate or delete any entries in the statement of account. Any discrepancy found, should at once be brought into notice of the Bank, if the statement of account is lost or spoilt, a duplicate statement of account may be provided by the Bank, subject to such charge as is, applicable under Its Schedule of Charges
28. Minimum balance requirements (if any) will be notified by the Bank from time to time. Any failure or omission to maintain such deposit or balance criteria may result in the Bank suffering loss to which the bank has the discretion to recover from such loss.
29. The Bank reserves the right to close any account with prior notice, which in its opinion is not satisfactorily operated, or for any other reason at the Bank's discretion.
30. The bank solely reserves the right to close an account while assigning a reason (s) for doing so while observing the notice period stipulated by Kenyan law. The bank may close an account without notice if the account is being used for an illegal activity or pursuant to a court order.
31. Account holder/depositor wishing to close the account must, surrender any unused cheques, debit Cards and any other documents, instruments issued by the Bank on the account. The Account Holder will also be liable for account closing charges as in force, at the Bank before he can be paid the last remaining credit balance, if any.
32. The Bank shall have discharged its liability with respect to an account so closed by processing a transfer on instruction from the customer, in the currency of such account, payable to the account holder/depositor in the amount of the then credit balance of such account less deduction(s) in respect of the amount of any claim that the Bank may have on such funds constituting the credit balance.
33. The Bank may from time to time and at any time revise, amend, delete or supplement any of these terms and conditions whether in whole or part including without limitations the charges levied in respect to its services. Such changes shall be effective from the date specified by the Bank for such modification. These amendments/alterations shall be notified to the account holder/depositor and/or displayed at the Bank's premises/website from time to time and, shall be binding on the account holder/depositor. A 30 day notice period will be communicated to the customer to advice on the changes. The Bank reserves the right at any time and with notice to impose charges for the use of its services at any time.
34. Where the account holder is issued with an Debit card, internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account, the account holder undertakes not to transfer the same to any other person and undertakes to exercise due care and attention to ensure the safety of the debit card, internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account and the secrecy of the PIN thereof. Where the account is a joint account the joint holders undertake to ensure that the debit card, internet banking login, mobile phone access codes or any

other tool or code for the purpose of gaining access to their account is only used by authorized persons who operate that account. If a card is lost or stolen or if the PIN is disclosed to unauthorized person, the account holder (s) must immediately notify the Bank in writing and the cardholder will be liable for any transaction made prior to the receipt by the Bank of such notification. The account holder may at any time cancel his or her debit card, internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account and notify and return the same to the Bank provided that the account holder must not attempt to use the internet banking login, mobile phone access codes or any other tool or code for the purpose of gaining access to one's account, after such notification of cancellation. The Bank reserves the right to withdraw the right to use the card, refuse to renew the card or replace or reissue a card without assigning a reason and without incurring any liability to a card holder.

As part of this agreement the bank may provide certain banking services electronically via the internet to the customer subject to the terms and conditions set out in this clause and the remainder of this clause the following definitions shall have the following meanings:

"Password" the secret password known only to the customer or the Customers Nominated User for access to the System. The customer or its nominated user may change the password at will.

"Nominated User/s" the representative or representatives of the customer authorized by the customer to hold and change the password and hence to access the system and service on behalf of the customer.

"Service" such of the internet banking services specified in this agreement as the customer may from time to time subscribe to, and "services" shall be construed accordingly.

"System" the electronic banking and communications software enabling the customer to communicate with the bank for the purposes of the service. The System Service will for the purposes of this agreement be accessed through the internet via the banks website, www.dibkenya.co.ke.

"Request" a request or instruction received by the bank from the customer through the customer or purportedly from the customer through the system and upon which the bank is authorized to act.

The services related to the customer's profile(s)

- i. The bank will maintain the web-site, www.dibkenya.co.ke, (hereinafter referred to as the

"site"), to provide the customer with information about the bank services and products, including the internet banking service, and to facilitate communication with the bank. The use of the site for purposes of the service by the customer constitutes agreement to all such terms and conditions contained in the whole of this agreement.

- ii. Upon entering into this agreement the customer will provide to the system a unique identification (or ID) and a secret password known only to the customer, and then only shall the customer be afforded use of the service. The ID and password will form a unique link to each specific customer's access profile(s).
 - iii. Further services and profiles may be added from time to time by the bank and the bank reserves the right to modify, replace or withdraw any service and/or profile at any time, for any reason whatsoever, without prior notice to the customer.
35. If you communicate through the Internet, you agree that we are entitled to assume that you have authorized all transactions once your access codes have been entered. This will not apply if you have notified us to disable access to your accounts because your access codes have been misplaced, lost or stolen and you have a reference number to prove that our records of your transactions will be proof of any instruction you have given us, unless you can prove to the contrary. You are responsible for giving correct information and instructions when registering for an Account and when conducting transactions via the website. We will try to assist if you make a mistake when giving us an instruction, but we will not be responsible for any loss or damage caused by your error. We will also not be liable for payments made by you to unintended recipients due to the input of incorrect information, nor are we responsible for the verification of the identity of recipients. We cannot reverse duplicate or erroneous payments you make to other accounts without the specific consent of the account holder. Our role is simply to pass your instructions on to where the account is held and we will not be liable for any act or omission on the part of such institution. Certain transactions may not be terminated, such as the purchase of pre-paid products made available via Internet Banking. Unless otherwise stated in a product agreement, all transactions will be subject to the same turnaround times that apply to the same transactions, accounts and customer profile, if done at a DIB Branch. An instruction will only be deemed to have been received by us once we have confirmed receipt. If you are unsure as to whether a transaction has been processed you should contact us before you resubmit the instruction. This is because re-submitting an instruction may cause us to process the same transaction twice, for which we will not be liable.



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- i. All notices, statements, letters and other communications from the bank may be sent to the last address given by the customer, and the date on the bank's copy of any such communication is taken to be the date of such dispatch in the absence of proof to the contrary.
 - ii. Any written communication from the bank to the customer including but not limited to any notices given pursuant to these terms and conditions shall be deemed to have been received by the customer, if delivered then at the date and time of delivery, and if sent by post it shall be sufficient to prove that the letter containing the communication was properly stamped and addressed.
 - iii. The customer has no claim on the bank for damages resulting from losses, delays, misunderstandings, mutilations, duplications or any other irregularities due to transmission of any communication whether to or from the customer, the bank or any third party, by delivery, post, e-mail, fax, telegraph, telephone, telex or any other means of communication.
 - iv. We respect your privacy and your personal information. For this reason, we have prepared a Privacy Policy to let you know how we will treat any personal information that we may have about you. We will take all reasonable measures, in accordance with our Privacy Policy, to protect your personal information and to keep it confidential, even when you are no longer our customer. If you call our helpline you permit us to record your calls for security reasons, customer care and to comply with various laws.
36. Information that is transmitted over the Internet or via other networks (wireless or otherwise) may be subject to interception. While we will take all reasonable precautions to ensure that Online Banking is secure, we cannot be liable for any loss or damage you suffer as a result of your negligence. You should regularly read the security tips which we publish on the website and take the precautions mentioned therein. If you want to prevent others from reading email we send you, you must set up your own password protection on your system at home or work. Please read our Security Policy for more information.
37. No warranties, whether express or implied, are made of any kind in respect of Internet Banking including in respect of the performance, quality, security, content, information, availability, accuracy, safety or reliability of the Internet.
38. For your convenience, this website may contain links to the websites of other parties ("third party websites"). By making the hyperlinks available we are not endorsing third party websites, their content, products or services they offer or the owners of these third party websites. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy on such third party websites. We will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third party websites.
39. The content on Online Banking, including all registered and unregistered trademarks, constitutes our intellectual property rights. You may not establish a hyperlink, frame, Meta tag or similar reference, whether electronically or otherwise ("linking") to this website or any other subsidiary pages without our prior written consent, which consent is at our sole discretion. You may apply to establish such a link by submitting your request to in (insert the correct webpage) In the event that you have not heard from us within 5 (five) working days, please consider your request as having been rejected.
40. If you wish to lodge a complaint, please notify us through the following channels:
Tel: +254 709 91300 / +254 20 5131300

Email: contactus@dibkenya.co.ke

Twitter: DIBBank_Ke

Facebook: DIB Bank Kenya Limited

Website: www.dibkenya.co.ke (feedback form)
- We will provide you with a reference number as soon as possible after we receive your feedback and will respond to your complaint as soon as possible. You may also visit your nearest DIB Branch.
41. If the complaint is not resolved within a reasonable time you are free to lodge a formal complaint at your Branch office. For more information on how this process works, please visit any of our branches.
42. All legal notices relating to products such as change of tariff, must be delivered as provided for in the product agreements as provided for in the products terms and conditions. We shall send you legal notices through SMS, Website, Print media or to any of the addresses you have specified on any of your application/registration forms with us.
43. These terms are subject to the laws of the Republic of Kenya.
44. Any dispute, difference or question whatsoever which may arise between the parties including the interpretation of right and liabilities of either party shall be referred to an arbitrator under the rules of the Arbitration (Amendment) Act 2009 of Kenya or any statutory modification or re-enactment for the time being in force, such arbitrator to be appointed by agreement of both parties and in the absence of agreement within fourteen (14) days of notification of the dispute by either party to the other then on the

application of any one party to the Chairman of the Chartered Institute of Arbitrators and the decision of such arbitrator shall be final and binding on the parties hereto outside Kenya will be at your own risk.

45. The bank may request additional information from the customer when required in carrying out a transaction
46. For the purpose of this Indemnity and/or Undertaking, the word Services shall be deemed to include any form of banking services or products that DIB Bank Kenya Limited (DIB) may offer its customers from time to time including any cards and access codes. This Indemnity and Undertaking shall be deemed to be an integral part of the account opening form executed by me/us as amended from time to time.
47. You consent and agree that we may withhold amounts in any account at any time, if any tax authority requires us to do so, or we are otherwise required by law or pursuant to agreements with any tax authority to do so, or if we need to comply with internal policies or with any applicable order or sanction of a tax authority.

The bank may from time to time release any information relating to any of the customers' accounts to any statutory authority or entity by law authorized to receive such information.

Other

"DIB Savings Account is a great investment option for depositors who wish to earn Halal returns on their savings. That's not all, it allows you the flexibility to withdraw your funds whenever required.

By investing in the DIB Savings Account, the depositor (fund provider or Rabbul-Maal) authorizes DIBPL (fund manager or Mudarib) to invest his/her funds on the basis of unrestricted Mudaraba contract according to the principles of Sharia. DIBPL invests these funds in its Common Mudaraba Pool with other deposits and the shareholders' equity. The profit on the Common Mudaraba Pool is distributed amongst the shareholders' and depositors on the basis of agreed upon weightages which take into consideration the tenor, amount of deposit and profit payment frequency of the account."

I/We hereby agree with the terms and conditions and Undertakings given, which I/we have read, and understood, and confirm that the information supplied is correct to the best of my/our knowledge

Name: _____

Signature: _____

Name: _____

Signature: _____