



## **Guidelines and Awareness Notes V3.0**

- 1) Carefully read any account terms and conditions and any bank application form including online services before applying for any product or service.
- 2) Enquire the fees and commissions related to the type of product/service applied for, and that you can always double check against the list of fees and commission available in the Customer Area at the branch.
- 3) Be aware of Complaints unit role, and complaint process.
- 4) It is a must that you receive a copy of the terms and conditions of the account or service you had applied for.
- 5) Be aware of all Regularity reporting requirements related to FATCA (Foreign Account Tax Compliance Act) W-9 signed by a US person, W-8 signed by non US person. In cases where you are of an American Nationality or banking on behalf of an American nationality customer. Same applies where you are the account beneficiary or have a permanent address /telephone numbers.
- 6) The Bank will ask you to provide all the necessary details, needed for purposes of knowing the customer and required to comply with Anti Money Laundering (AML) and Central Bank of Kuwait Instructions in this regard.
- 7) Same applies where, you are a politically exposed person (PEP) acting on behalf of a (PEP) or a relative to a (PEP), and you should also declare that to the Bank.
- 8) You are expected by signing the account terms and conditions to advise the bank about any change in your financial or non financial details and accordingly update your account file, such as: Salary, address, profession, contact numbers, nationality, renewed identity documents, etc.

- 9) You have the right to receive honest and fair customer service. Same terms and conditions apply on all customers according to the account type you applied for.
- 10) Be aware of your rights and obligations towards the bank, referral in this, is to the terms and conditions of the account you have applied for and received a copy of it.
- Enquire your rights and obligations to the bank, where you fall within the limited income/ education or fingerprint owners and special needs criteria.
  - You have the right to receive a professional respectful treatment when addressed by the bank to settle any due or past due liability.
  - Provide comprehensive and accurate information details on your financial position and needs to enable the bank offer you the suitable advice, services and products.
  - Your account and personal details are protected. Secrecy of information is applied in all cases unless declared to an authority or to a person transacting on your account by a Power of Attorney.
  - General Power of Attorney is usually supported by an Internal Power of Attorney for purposes of applying bank internal controls on the Authorized account signatories.
  - You have the right to enquire your account transactions and obtain backdated account details, statements and voucher copies at any time during the account open period and up to 5 years following the account closure date, at added charges and fees announced in the bank' tariff list in the Customers Area.
  - Be aware of your right to have all the needed information, necessary for you to compare between the financial and service options in the local bank market, and that you have the right to shift to another bank in Kuwait as long as CBK allows this, and against



acceptable charges to close your account.

- 11) The bank should pre-advise you of any changes in the applied interest rate applied on your account by any mean of communication (Mail advice, news paper announcement, SMS, e-Banking advice, website advice). The Bank will also advise about any new fee or any change in the existing fees and commissions in written and by updating the existing tariff list and displaying it in the customer service area.
- 12) Be aware that, To ensure safe use of cheques and as an affirmation of confidence in dealing therewith, we would like to draw your attention that “Whoever issues a cheque without provisional cover and is disbursable shall be punished by imprisonment for a period not exceeding three years and a fine not exceeding Five Hundred Dinars or by either one of these penalties pursuant to the provisions of Article 237 of the Penal Law”. Moreover Central Bank of Kuwait instructions states to close the customer’s account in case of one cheque return 3 times or return of 3 different cheques due to insufficient balance within one year, whether signed by the customer or any authorized signatory on the account, regardless the cheques were returned by the same bank or by more than one bank, beside listing the customer name in the blacklist for clients whose accounts where closed for the same reason. And will be restricted from opening a new checking account or obtain a cheque book for one year by all banks working in the state of Kuwait (local and foreign).
- 13) And that banks must close any customer account whose name is in the CBK blacklist by other banks working in Kuwait in case of 1 cheque return on his bank account for insufficient funds.
- 14) And that the bank will collect the due fees on the dishonored cheques according to the list of fees and commissions announced by the bank.
- 15) Before you issue a cheque drawn on your current account, ensure that :  
You only use the standard cheques issued by the bank and (Printed, with special Ink on special papers that cannot be copied. The water Mark is also there with the ultra violate Logo.)  
Sufficient cleared funds are available in your account, and that all the cheque details are



completed:

- Date is valid( date of presenting the cheque is within the 7 months validity effective date of issuing the cheque).
- Beneficiary name matches the name in his Civil ID.
- Amount in figures matches that in words.
- Withdrawer signature is proven on the cheque.
- Cheque is not torn.
- Crossed cheques are honored through account deposit
- Endorsed cheques should prove by signature, the endorsement details of last Beneficiary at the back side of the cheque.
- Cheque book should not be exposed to Sun light.
- Avoid writing or signing on the (MICR) line it is printed automatically to the cheque number and the account down the cheque.
- Avoid folding, pin stitching or tearing the cheques

16) Date validity expired cheques (dated 7 month and above) do not waist the customer right for legal claim for the cheque principle through legal actions.

17) No deferred cheques are honored. The cheques is honored upon presenting at the bank counter, regardless of cheque issuance date. provided that the cheque details are complete and acceptable by the bank.

18) Other bank fees apply, upon the bank dishonor of a cheque for any reason other than insufficient funds.

19) It is your direct responsibility to secure the position of your account password/s, passbook, cheque book and the access to online services.

20) Password should not be shared or disclosed any unauthorized access to your account using your personal password falls direct under your direct responsibility.

- 21) The Bank will stop the issuance of the periodic account statement as agreed at the date of account open in cases of returned undelivered mail, sent by the bank to the given account mailing address, to ensure information secrecy. You have the right to check the address proven at the bank and resume the account statement (mailing service).
- 22) By signing the account terms and conditions, you had already authorized the bank to enquire your total liabilities with local banks and all Kuwaiti financial institutions by any mean of enquiries including (CI-NET) where applied.
- Also you had authorized the bank to enquire your Civil Information from PACI when ever needed by the bank.
  - It is a CBK requirement to provide all proving documents of source of funds deposited or credited to your account when ever requested by the Bank.
  - It is a must to present your original valid and acceptable identification to the bank every time you transact at the bank counter or you were asked to prove your identity.
  - Undelivered Cheque books will remain in the custody of the Bank for a period not exceeding 3 months, after which the Bank has the right to cancel as undelivered and collect the applying charge as announced in the tariff list.
- 23) Deposited clearing cheques, drawn on local banks or Foreign Banks operating in Kuwait in KWD will be available balance in your account on the same deposit date, where deposited before 12:30pm and honored by the drawn on Bank.
- 24) Deposited clearing cheques drawn on local Banks or Foreign Banks operating in Kuwait in KWD will be available balance in your account next working day following the deposit date, where deposited after 12:30pm and honored by the drawn on Bank.



- 25) The new clearing process allows the deposit of standard cheques that can be verified and checked through the Electronic Clearing Scanners. Other non standard cheques are dealt with, at the counters of the drawn on Banks and not through clearing process.
- 26) The Bank accepts the applicant request to stop pay any cheque, provided that the beneficiary himself is present at the counter with a police report advising on the loss of the cheque.
- 27) Ensure to transact on your account as it will be systematically put into Dormancy status if no financial transaction was posted to the account for 12 consecutive months, and you will be advised accordingly.
- 28) Dormant account is only activated by a financial transaction performed by the account holder in person or his authorized signatory presence, presenting a valid, acceptable and original ID, and requesting to activate the account, activation fee as per the tariff list.
- 29) A fee of KWD 2/- will be deducted from your dormant account balance on Monthly basis until account is activated.
- 30) Your dormant Account status will be changed to (dormant unclaimed) if remained dormant for another 5years, starting date of status change to dormancy. If not activated within 10 years of dormancy date, the account will be closed and outstanding balance will be transferred to the Bank account until claimed, and you will be advised in both cases accordingly.
- 31) The bank will perform an annual review on its record and will close all accounts with zero balances for a period exceeding 12 months, unless the account is linked to a Fixed Deposit, Loan or any liability towards the bank.
- 32) Be aware of your obligation to provide sufficient funds covering the due repayments on the agreed dates as per the details of the contract you signed with the Bank.
- 33) The Bank have the right to settle any past due repayment from any account opened under your



bank file with sufficient funds advice of which will be sent to you.

- 34) Any payment will be considered past due if not settled within an agreed grace period as given in the liability contract with the bank at the date of application.
- 35) The Bank is applying a fee on account closure if account open date is less than six months. Referral is to the bank fee list display in the customer hall.
- 36) In case the customer senses that there is fraud (which includes Identity theft or embezzlement), or even suspects there is fraud towards your account or transaction, you should inform the bank immediately by calling on +96522281767 during working hours (08:30-14:30 Sunday to Thursday) at the earliest time, or email the Bank anytime at: (info@kw.icbc.com.cn). The bank will take the necessary actions depending on the nature of the fraud to ensure it is dealt with as soon as possible.
- 37) Central Bank of Kuwait Regulation (Ref 2/105/5408) effective 1st July 2019 stated that:
  - A new fee of KWD 1 is applied on each account update through PACI Services.
  - Banks should advise the customer on the need to update his/her Civil ID before one month from the expiry date. (Civil ID details including expiry date)
  - Customers are got advice 3/times prior to Civil ID expiry date.