



Date: April 2, 2025

VARIATION TO TERMS AND CONDITIONS: AUTHORISED PUSH PAYMENT (APP) SCAMS

This notice relates to the following sets of Terms and Conditions (**Terms**):

- General Banking Terms and Conditions for Sirat Personal Accounts
- General Banking Terms and Conditions for Sirat Business Accounts
- General Banking Terms and Conditions for Personal Accounts
- General Banking Terms and Conditions for Business Accounts
- HBZ Sirat e-Deposit Account Terms and Conditions
- Fixed Rate e-Deposit Account Terms and Conditions

Summary

From the 9 April 2025, the legal terms in the part of this document headed "APP Scams Supplement" starting on page 2 below (the **Supplement**) are added to the Terms. This means the Supplement forms part of the Terms in place between you and us from 9 April 2025. The Supplement is to cover rules that apply to Authorised Push Payment (**APP**) scams. You may be eligible for protection under these rules if you are tricked into making a payment to a fraudster.

You can find out more about APP Scams and what to do if you think you are the victim of a scam on our APP Scam reimbursement webpages: <https://habibbank.com/gb/app-scam-reimbursement/>.

Who should read the Supplement?

In the Supplement, "us", "we" or "our" is reference to Habib Bank Zurich Plc and reference to "you" or "your" is reference to a customer that has an account with us with the functionality to make CHAPs or Faster Payments. For example, a current account or Pulse Account. Where an account is operated as a joint account, "you" and "your" mean all joint account holders who can authorise payments.

This supplement does **not** apply to you, and you are **not** entitled to reimbursement if you are a:

- a) **Large enterprise:** an enterprise that employs 10 or more people and either has an annual turnover or balance sheet total that is more than €2 million; or
- b) **Large charity:** a UK charity with an annual income of £1 million or more.

We will confirm your eligibility if you contact us to apply for reimbursement.

Who can I contact if I have questions?

Customer services can be contacted using one of the following methods:

- **Post:**
Customer Support Unit
Habib Bank Zurich plc
42 Moorgate London EC2R 6JJ
- **Telephone:** 0808 1642242
Our lines are open Monday to Friday between 9am and 5pm, excluding bank holidays
- **Email:** customerservice.uk@habibbank.com

If you learn or suspect that you have fallen victim to an APP scam, it is important that you report the scam to us immediately. You can do so by calling [08081642242](tel:08081642242) or emailing us at appreimbursement.uk@habibbank.com. Please note that our lines are open from Monday to Friday 9am to 5pm (excluding weekends and public holidays in the UK).

APP SCAMS SUPPLEMENT

1 What is an APP Scam?

- 1.1 An Authorised Push Payment Scam (APP Scam) is where someone else behaves fraudulently or dishonestly and tricks you into transferring money to an account you don't control, and, as a result, either or both of the following have happened:
- a) You were tricked into paying the wrong person; or
 - b) You thought you were making a payment for a legitimate purpose, but you were deceived.
- 1.2 On 7 October 2024 rules set by our regulator came into force in the UK to protect eligible customers who are the victims of an APP Scam using Faster Payments or CHAPs (**APP Reimbursements Rules**). Faster Payments or CHAPs are different payment systems for transferring money between bank accounts.
- 1.3 You may be eligible for reimbursement if, because of an APP Scam, you make a payment in pounds sterling to another account in the UK you don't control using Faster Payments or CHAPs.
- 1.4 The APP Reimbursements Rules may change over time. We will reimburse you in line with whatever the latest rules are at the time you make a claim for reimbursement. This Supplement is a summary of the parts of the APP Reimbursements Rules most applicable to you and does not try to capture all the technical details of the APP Reimbursements Rules.

2 What should you do if you are the victim of an APP Scam?

- 2.1 If you think you have fallen victim to an APP Scam, you must contact us immediately using the contact information on this website: habibbank.com/gb/app-scam-reimbursement/. This website also includes information about how to report details of an APP Scam to us, how to make a request for reimbursement (a "Reimbursement Request") and the process we will follow to assess your claim and notify you of the outcome of our assessment.

3 How long will it take to be reimbursed?

- 3.1 We will follow the time limits set out in the APP Reimbursements Rules when considering your Reimbursement Request. If you are eligible, we will refund you within five (5) working days from when you make the Reimbursement Request. If we need more information to investigate, it could take up to thirty-five (35) working days.

4 Are there upper or lower limits on how much you can recover?

- 4.1 Depending on your circumstances, the amount you may be eligible to recover across all payments which are authorised as part of the same APP Scam is subject to a maximum cap set by our regulator under the APP Reimbursements Rules. An excess amount will also be deducted from any money that is reimbursed unless you were vulnerable at the time you made the payment (or at least one payment, where there is a linked series of payments) and this affected your ability to protect yourself from the APP Scam. The cap and excess amount are shown on our website: habibbank.com/gb/app-scam-reimbursement/.

5 When could your Reimbursement Request be declined?

- 5.1 Please note there are circumstances when you will not be eligible for reimbursement under the APP Reimbursements Rules. We will use the APP Reimbursements Rules to assess your eligibility when you make a Reimbursement Request. If you are not eligible for reimbursement under the APP Reimbursements Rules, unless the law prevents us from doing so, we will explain why. We will not reimburse you if:

- (a) **You request is out of time**
You will not be eligible for reimbursement if the payment was authorised by you before the APP Reimbursements Rules came into force on 7 October 2024 or you make a Reimbursement Request more than thirteen (13) months after the date the payment was authorised by you (or the last payment where there is a series of linked payments part of the same APP Scam).
- (b) **Your request is fraudulent**
You will not be reimbursed if your request is fraudulent. For example, because you are a party to the fraud.
- (c) **Your payment was unlawful**
You will not be reimbursed if the payment you made is unlawful. For example, if the payment was for an illegal item.
- (d) **You didn't take enough care to protect your money or promptly report the APP Scam to us**
Unless you were vulnerable at the time and this affected your ability to protect yourself from the APP Scam, you will not be reimbursed if you have been grossly negligent, which means you showed a significant degree of carelessness. The following are examples of situations where you may have shown significant carelessness:
- (i) You ignored a warning or other intervention made by us and/or by the police or other authority.
 - (ii) You did not make a Reimbursement Request promptly upon learning or suspecting that you have fallen victim to an APP Scam. We will carefully consider what is reasonable given your circumstances, but you may not be reimbursed if you delay notifying us without a valid reason. This applies even if your eventual report is made in time under 5.1 (a) above.
 - (iii) You did not respond to our requests for information made to help us assess your Reimbursement Request.
 - (iv) You did not, after making a Reimbursement Request, consent to us telling the police or other authority on your behalf, or did not make the report directly to the authority if we asked you to.
- (e) **It is an international payment**
If you made a payment to an account not in the UK, then you will not be eligible for reimbursement.
- (f) **You didn't authorise the payment**
If the payment was not authorised by you (for example, it was made because someone gained access to your account and made payments) then it won't be an APP Scam.

Please contact us immediately if someone has gained access to your account so we can secure it. Depending on the circumstances you may be eligible for a refund of money you have lost, but this claim will be made under other parts of the Terms, not this Supplement about APP Scams.

- (g) **There is a dispute**
If the payment is the subject of a civil dispute this will not be a reimbursable APP scam (for example, where payments have been made to a legitimate supplier, but goods or services received are defective in some way).

(h) **Your payment wasn't made by CHAPS or Faster Payments**

If the APP Scam payment took place across payment systems other than CHAPS or the Faster Payments scheme, for example using cheque(s), cash, credit or debit card(s), prepaid card(s) then it will not be eligible for reimbursement.

(i) **The money is sent to an account with an organisation outside of the scope of the APP Reimbursements Rules**

Some organisations or parts of the payments system are not subject to the APP Reimbursements Rules so if you send a payment because of an APP Scam to an account held at one of these organisations you will not be reimbursed. For example, credit unions, municipal banks, and national savings banks (state-owned savings banks in the UK) are not subject to the APP Reimbursements Rules.

- 5.2 If we have reimbursed you and we later discover you were not eligible for reimbursement we can take back any refunded amount. This may also apply if we discover you have been reimbursed for the same loss by another organisation. We will give you reasonable notice before taking back any money from your account.