

Terms & Conditions – Auto Finance

IMPORTANT: Read this document carefully and sign only if you clearly understand and agree to the content of the application form and the terms and conditions. This document is available in both English and Arabic and is issued by Ajman Bank which declares that it is a bank licensed and authorized to do business and banking in the UAE. If requested in the future, we can provide this document to you simply by calling our toll-free number 80022 Additional request.

The Terms and Conditions contained in this Agreement (the “Agreement”) will be construed and implemented in accordance with the Memorandum and Articles of Association and by-laws of Ajman Bank (the “Ajman Bank”), the relevant rules, regulations and instructions of the Central Bank of UAE issued from time to time, the guidelines provided by Ajman Bank’s Internal Sharia Supervisory Committee “ISSC”, and the principles of Islamic Sharia as set out in the as set out in the Sharia Standards issued by Accounting & Auditing Organization for Islamic Financial Institutions (AAOIFI). It is available in English & Arabic. Ajman Bank hereby declares that it has been licensed and authorized to carry out banking business and services in United Arab Emirates. All our products and services are Sharia complaint and approved by our Internal Shari’ah Supervision Committee. For details on approval, kindly visit www.ajmanbank.ae. In future if you required it can be provided to you by simply contacting our toll free number 800 22 as an additional request.

The Parties agree that these Terms and Conditions may be modified through a notice or announcement displayed in all its branches by Ajman Bank at any time, at its sole discretion, and such modified / amended Terms and Conditions shall be binding upon the applicant and its legal heirs, successors in interest and assigns with respect to the Product To the extent permitted by applicable laws, Ajman Bank may amend the Terms and Conditions or the Service and Price Guide mentioned on the webpage (www.ajmanbank.ae) If the customer requires further clarification the customer can reach the nearest branch within the specified period or call on 800 22; otherwise the. Any change to the Terms and Conditions will be provided in plain language as a summary of the key changes along with a copy of the revised Terms and Conditions.

Further to the Clause above, Ajman Bank shall issue a notice to the customers informing them of proposed amendments to the Terms and Conditions. The Customer shall provide its consent in writing to Ajman Bank within a period of [7] days from the date of the notice. If the Customer does not respond to such notice within the said period of [7] then the same shall constitute the Customer’s consent to, or acceptance of, the proposed amendments and the Terms and Conditions originally agreed between Ajman Bank and the Customer shall stand amended as per the amended Terms and Conditions, as notified to the customer.

The Applicant/Customer hereby acknowledges, accepts and understands the following:

1. In consideration of Ajman Bank agreeing to make available to the Car Dealer/Agent or Customer the Cost Price (principal amount) in order to acquire the car/vehicle under the ownership of Ajman Bank, Post constructive ownership, Ajman Bank agrees to sell the Car/Auto/Vehicle to the customer by way of Murabaha on deferred payment, the Customer agrees to pay the Total Amount by Monthly Installment on the Payment Dates. The total Amount is the aggregate of the Cost Price (Principal Amount), Finance Processing Fee and all amounts which may be payable pursuant to or in connection with such Finance.
2. Disbursement of a Finance is conditional upon receipt or confirmation of all documents and requirements requested by Ajman Bank in form substance satisfactory to Ajman Bank and payment to Ajman Bank of all applicable fees and charges. and Down payment Confirmation from seller. The Down payment can be paid at Ajman Bank Branches or directly to the dealer on behalf of Ajman Bank. The customer must keep the mortgage on the car as long as the finance is live.
3. The Customer hereby irrevocably authorizes Ajman to debit from the Customer’s account(s) any amount due and payable to Ajman Bank, without notice to the Customer.
4. The Customers in default if:

- Any monthly Installment is not paid in full on its payment date;
- There is a breach of any of term(s) of a Finance;
- The Customer's employment is terminated, his monthly salary stopped or his work permit or residence visa (if any) are cancelled;
- Any information provided in the Finance Application form is found or considered by Ajman Bank to be incorrect;
- The Customer or his guarantor(s) (if any) goes into bankruptcy, insolvency, liquidation, is declared incapable or dies; or
- The Customer defaults under any other obligation or agreement to Ajman Bank.
- The car is not mortgaged or the Mortgage is released without written permission by Ajman Bank.
- The Car is outside the country without Ajman bank permission.

5. On the occurrence of a default by the Customer, the outstanding balance of all Finances along with all accrued Profit, charges and fees shall immediately become due and payable by the Customer and/or the guarantor(s), if any, and Ajman Bank shall have the right to demand the immediate payment of all such amounts. On receipt of any payment from the Customer, where the Customer is in default of a Finance, such payment shall be applied by Ajman Bank to pay such obligations of the Customer to Ajman Bank as Ajman Bank may see fit.

6. The Customer hereby acknowledges and confirms that a default in respect of any Finance shall constitute a default for the purpose of all Finances of the Customer from Ajman Bank.

7. If the Customer is in default Ajman Bank shall have the right to: (i) demand the immediate payment of all amounts in relation to such Finances; (ii) enforce any security provided to Ajman Bank in respect of Finances or any other Finance between the Customer and Ajman Bank (this includes set off and enforcement of security, provided for other Ajman Bank Finances / Facilities, over assets of the Customer); (iii) take any action and exercise such rights and remedies as are provided for herein or as are otherwise available to Ajman Bank under applicable law; and/or (iv) present all cheques provided to Ajman Bank by the Customer.

8. If any Monthly Installment is not paid on its due date of payment, then without prejudice to any other right or remedy of Ajman Bank, the Customer shall be liable to pay Late Payment Fee set forth on the Schedule of Fees and Charges which is subject to the donation on behalf of Customer

9. If the Customer wishes to pay all or part of the Finance early, the Customer must notify Ajman Bank of such. Ajman shall advise the Customer of the outstanding amount, Charges, Monthly Installment(s), early settlement charges, other amounts due to Ajman bank under the Finance on such prepayment.

10. The acceptance by Ajman Bank, of any partial payment of any installments, which are then due from the Customer, does not constitute a waiver by Ajman Bank, of any right to full repayment.

11. By signing an application for the Finance, the Customer warrants and represents that the information given therein is true and accurate and the Customer hereby authorizes Ajman bank to make such enquiries as it considers necessary to confirm this information.

12. The Customer hereby undertakes to check the communication sent by Ajman bank to the Customer via Notices, Statements, Emails, SMS or any other means. If no objection is received from the Customer within thirty (30) days of dispatch of a notice or statement, then the transaction or balance shown therein will be considered correct.

13. The Customer agrees that Ajman bank may charge the Returned Cheques Fee (as set out in the Tariff of Charges) for any returned cheques.

14. The Customer undertakes:

- To deposit the monthly salary and/or other income with Ajman Bank if he applied under Salary transfer Segment;
- To deposit with Ajman Bank cheques in relation to all monthly installments;

- To take steps to ensure, that his/her employer shall pay his end of- service benefits to Ajman Bank; and not to create any lien, encumbrance or other charge on the customer's monthly salary or end-of-service benefits if he applied under salary transfer segment.

15. If the Customer is in receipt of advance salary payments (i.e. salary payments for more than one month in advance) Ajman bank may, at its discretion, debit the Customer's account for future installments (which will be due in respect for future months on the Finance) on receipt into the Customer's account of such amounts.

16. In the event that Ajman bank discovers/ suspects that the Car(s) is used for an activity that breaches any applicable sanctions programme, Ajman Bank reserves the right to cancel the Finance unilaterally and request that the Customer to pay the full outstanding amount. Upon such request the Customer shall, in agreement with Ajman Bank, immediately make arrangements to pay the outstanding amount.

17. The Customer acknowledge and agree that Ajman Bank has the right to change these Terms and Conditions, , fees and charges, discretionary rebate according to its policy, and any changes thereof will be notified to the Customer by Ajman Bank prior to its implementation. The Customer gives full consent to Ajman Bank to effect the changes as notified to the Customer, from time to time, without the need of obtaining any further consent and/or approval from the Customer.

18. Car Mortgage release: once the full outstanding amount paid, the customer has to approach Ajman Bank and apply for mortgage release. Ajman Bank will do the necessary action and inform the customer accordingly.

19. In case the car has total loss the customer agrees to inform Ajman Bank and provide the following documents in order to release the mortgage:

- Accident Report from the concern authority (Police, Saeed, Rafid.. etc)
- Insurance letter – Confirmation the car is total loss due accident or any other reasons. And undertaking to pay Ajman Bank the full outstanding amount as of the date of closing the facility
- Ajman Bank will issue the liability letter addressed to the insurance company and insurance company will pay the outstanding amount.
- In case the amount received by the insurance is not covering the outstanding then customer has to visit the branch in order to seek for solution. Ajman Bank has the right to continue debiting the account till the customer pay the full amount.