

## UAEDDS - FAQ - JUNE 2013

### 1. What legal consequences would a failed direct debit lead to?

A Direct Debit Authority constitutes a legally binding contract between you, the Creditor and the Creditor's Bank, in consideration of the Creditor accepting payments through the UAEDDS, the Creditor Bank implementing the requests for payments and ourselves for making payments to the Creditor through the UAEDDS. The DDA shall be construed in accordance with and governed by the applicable laws of the UAE including the Federal Law No.(18) of 1993 Commercial Transactions Law. Thus in the event of a dispute, you shall submit to the jurisdiction of the UAE Courts.

### 2. Can I setup direct debit to transfer funds from one account in UAE to another account in UAE?

#### a) Between business accounts In Phase-02

(tentatively slated for 3Q 2013 onwards), a DDA can be set up to move money between business accounts with the Business ensuring all pre-requisites being met. Kindly contact your bank for more details. However you should use the standing instruction facilities provided by your bank to move funds between your business and personal accounts using the UAEFTS.

#### b) From business account to personal account

NO ... You should use the standing instruction facilities provided by your bank to move funds between your business accounts using the UAEFTS.

#### c) As a mechanism to transfer wages/salary to employee accounts from company account?

NO ... Check with your Labour Regulatory Authority (Ministry Of Labour, JAFZA..) Salaries should either be either transferred using UAEWPS or UAEFTS. Moreover the UAEDDS will not support individuals as CREDITORS.

### 3. How much would I be charged by my bank for setup of direct debit?

The charges for setting up a direct debit authority shall vary from bank to bank. Your bank is ONLY allowed to charge for

1. Setting up of Direct Debit Authority Request/Amendment
2. Confirmation of Direct Debit Authority Request/Amendment

### 4. Can the lender charge me for setup of direct debit in addition to loan processing fees?

Your bank is allowed to charge for

1. Lodgement of Direct Debit Authority Request/Amendment
2. Confirmation of Direct Debit Authority Request/Amendment

Depending upon the lender, these charges may be added into the loan processing fees.

## 5. Would I be informed on the status of my direct debit setup?

To be informed about the status of direct debit setup on your account, you will need to contact the bank where your application was submitted.

However your bank will notify you on receipt of a request from the lender/card issuer when the request to setup a direct debit on your bank account is received by them.

## 6. Can I cancel direct debit setup by calling my bank?

NO ... In most cases, your bank will only act upon your written request to cancel the direct debit, or request that particular payments not be made (termed a 'Stop Request'). In the absence of such requests, your bank will continue to act on the basis of the direct debit authority in place at that time. Your written requests to cancel the direct debit authority, or request that particular payments not be made can also be submitted through the Originator. It may take up to 5 working days to Cancel the direct debit authority.

However for direct debit pertaining to loans/credit cards you should visit the lender/card issuer to cancel the direct debit and submit a written request.

## 6. Can I cancel direct debit setup by calling my bank?

NO ... In most cases, your bank will only act upon your written request to cancel the direct debit, or request that particular payments not be made (termed a 'Stop Request'). In the absence of such requests, your bank will continue to act on the basis of the direct debit authority in place at that time. Your written requests to cancel the direct debit authority, or request that particular payments not be made can also be submitted through the Originator. It may take up to 5 working days to Cancel the direct debit authority.

However for direct debit pertaining to loans/credit cards you should visit the lender/card issuer to cancel the direct debit and submit a written request.

## 7. Can I cancel direct debit setup request even if I had originally approved it?

YES ... Cancelling a direct debit is possible for all types direct debit authorities. You will have to visit the LENDER or CREDIT CARD ISSUER for you to cancel direct debit authorities set up for LOAN / FINANCE / CREDIT-CARD.

Your bank will act upon your written request to cancel the direct debit, or request that particular payments not be made (termed a 'Stop Request') at your own discretion. In the absence of such requests, your bank will continue to act on the basis of the direct debit authority in place at that time. Your written requests to amend or cancel the direct debit authority, or request that particular payments not be made can also be submitted through the Originator. It may take up to 5 working days to Cancel/Amend the direct debit authority.

## 8. How can I enquire on the status of direct debit setup?

You can call your bank and enquire on the status of the direct debit setup.

## 9. Would there be a reference number or acknowledgement against a direct debit setup request?

YES ... You will receive an acknowledgement on the Direct Debit Setup Request submitted by you to your bank. Once the Direct Debit has been setup there would be a 23-digit unique identifier which can be obtained by contacting the bank where you submitted the request.

**10. How would I be protected against someone who tries to setup direct debit fraudulently?**

It is very important that you have updated your records in your bank with the active contact number/s and email address. When the request for setting up a direct debit authority is lodged into the system, your bank must notify you by pre-agreed means. If you suspect that you did not initiate a direct debit setup request than you should call your bank immediately and deny requesting for setting up the direct debit.

**11. Who do I approach if I discover a direct debit has been setup fraudulently?**

You should approach your bank if you discover that a direct debit authority has been setup fraudulently, then you should:

- a) Cancel the direct debit authority
- b) Lodge a dispute through your bank in the UAEDMS (Disputes Management System)

**12. What are the charges that would be levied for each direct debit into my account?**

If sufficient funds are held in your account to honour the direct debit requests, then there will be no charges.

Charges are only levied if you do not maintain sufficient funds in your account and a direct debit request is being dishonoured by your bank for that specific reason.

Other applicable charges are already addressed in Q3

**13. How can I change my direct debit setup if my salary is going to be transferred to a different bank?**

If you are planning to change your salary transfer account and move to another bank then you should ensure that all active direct debit authorities are cancelled on your existing account. .

New DDAs should be set up at the new Bank as per the existing process

An indicative sequence of steps are as below:

Common steps:

- 1) Open the new bank account.
- 2) Place a minimum sum of money in that account to ensure that your new bank is able to process direct debit setup requests.
- 3) Obtain a letter from the bank stating the following
  - a. Your account title
  - b. Your account number in IBAN
- 4) For all direct debits setup for paying for loan/finance/card dues:
  - a. Visit the lender / card issuer
  - b. Set up a new direct debit from the new account that you have opened
  - c. Once all the new direct debits have been setup cancel all the old direct debits.
- 5) For all direct debits setup for paying other dues:
  - a. Instruct your old bank to cancel all the direct debits from your old account
  - b. Setup new direct debits from your new bank.

Please note that depending upon the number of direct debits it may take 10-15 business days to move all your direct debits from one bank to another.

This requires discussion as there are several scenarios all participating banks would need to be prepared to handle:

- Banks integrating their Loan / CC / Finances systems should have the capability to hold 2 DD information during the period of this transition
- There would be a lag between the 2nd DDA setup and cancellation of the initial DDA, what happens if there is a DDR during this transition?

Need to ensure a mechanism in place between the Originator and Sponsoring bank to identify the new OR existing DDA for charge during the period of such transition. If duplicate DDR issued for both the paying accounts during period of transition, it will lead to unnecessary disputes

**14. Would I be allowed to change my bank or transfer salary if I have enrolled for direct debit?**

You will have to approach the Originator for requesting for any cancellations/amendments/stop request if it has been set up for a Loan/Finance/Card. A direct debit will continue to remain active until such time you cancel/amend/stop the same.

**15. Can I be mandated by the lender OR by my current bank to maintain an account as long as the loan has not been closed?**

NO ... Your lender cannot mandate you to open (or keep open) an account for issuing a loan or till such time the loan has been closed. However, you need to agree with your lender on alternative methods of repayment of the loan. An account cannot be closed if there are active direct debits set up on it.

**16. If I setup direct debit for loan & close the loan, will the direct debit setup be cancelled automatically?**

YES ... If you have fulfilled all your commitments towards a loan that was paid off using direct debits, the lender is obligated to cancel the direct debit without a written request from you.

**17. If I settle my loan early, how can I cancel my direct debit setup?**

If you do settle your loan early then the lender is obligated to cancel the direct debit automatically.

**18. Would I receive acknowledgement that direct debit setup is cancelled?**

NO ... You will only receive a notification that your request to cancel the direct debit has been received

**19. Who do I approach if direct debit continues after loan has been closed?**

You should approach the lender to investigate the reasons behind them continuing with the direct debit even after you have closed the loan.

**20. How often can the lender make claim based on direct debit setup?**

The number of times a lender can make claims based on a direct debit depends on the number of instances that you authorized them to claim in the direct debit authority.

If you sign up for 48 instances, then the lender is allowed to raise claims till such time 48 instances are PAID. 49th presentation will be rejected by the UAEDDS even if lender claims erroneously

**21. How do I change my EMI date against my direct debit setup – Ex: salary date change**

A direct debit is only the means to collect money from your account towards the loan EMI.

You will need to contact the lender and make necessary arrangements to change the date of your EMI. Please note that you need not change the direct debit to accomplish this.

## 22. How do I seek deferral on a loan with direct debit setup?

A direct debit is only the means to collect money from your account towards the loan EMI.

Seeking a deferral on a loan/finance with a direct debit is easy and is on similar lines like today. You will need to contact the lender and make necessary arrangements to defer one or more EMI. Please note that you need not change the direct debit to accomplish this. Please note that deferral of a loan implies that you will be levied a charge for the deferral and also additional interest as applicable may be levied.

## 23. Will I be allowed Ramadan deferral on loan with direct debit setup?

A direct debit is only the means to collect money from your account towards the loan EMI.

Seeking a deferral on a loan/finance with a direct debit is easy and is on similar lines like today. You will need to contact the lender and make necessary arrangements to defer one or more EMI. Please note that you need not change the direct debit to accomplish this. Please note that deferral of a loan implies that you will be levied a charge for the deferral and also additional interest as applicable may be levied.

## 24. Can I convert my existing loan serviced through PDC to be processed through direct debit?

It is at the Lender's discretion to provide you the option to convert your existing loan serviced through PDC to direct debits.

However it has to be noted that if even a single PDC has to be replaced in the current loan due to changes such as restructuring, top-up, etc., then you will be mandated to set up direct debits.

## 25. What are my rights when I pay for loan/services using direct debit?

If you authorize payment by Direct Debits

Your Originator will notify you in advance of the amounts to be debited

Your Bank will accept and pay, provided your account has sufficient funds.

You are entitled to request a full/partial refund of any Variable Direct Debit, the amount of which has exceeded the amount notified to you earlier by the Originator.

You can instruct your Bank to refuse a Direct Debit payment or Cancel the direct debit instruction, by writing to your bank for services. However for loans/finances and credit cards you will need to visit the lender/card issuer to arrange for deferments.

## 26. What consumer protection is offered for payments made using direct debit?

The UAEDDS has been designed and implemented to ensure that customer rights are protected at all times. It is as secure as any other mode of payment being used today with the added benefits of convenience. You should also submit the direct debit request after understanding the terms and conditions.

## 28. Can I make cash payments for EMI when direct debit setup?

Your bank will not be able to accept and process requests that particular payments not be made (termed a 'Stop Request'), you can make cash payments directly to the lender. However you will need to check with the lender the number of days in advance of the due date that you will be allowed to make such cash payments.

The lender must not raise direct debit claims if you have already made cash payments in lieu of the direct debit claims due for that period.

If the lender has raised a direct debit claim for which you have made cash payments and your bank has levied a NO-PAY charge due to insufficient funds then you will be able to claim the full amount from the lender by lodging a dispute through your bank in the UAEDMS (Disputes Management System).

If your bank does not assist you in any way then you should immediately report the institution to The Central Bank of the UAE by registering a complaint at [http://www.centralbank.ae/en/index.php?option=com\\_jumi&fileid=21&Itemid=59](http://www.centralbank.ae/en/index.php?option=com_jumi&fileid=21&Itemid=59)

OR

Write to Consumer Protection Unit at [complaint@cbae.gov.ae](mailto:complaint@cbae.gov.ae)

OR

Call Consumer Protection Unit at 02- 6915290 / 02- 6915453

**28. If I make payments in advance towards my loan/finance, can I request for a temporary stop of direct debit?**

Your bank will not be able to accept and process requests that particular payments not be made (termed a 'Stop Request'), you can make part/advance payments directly to the lender. However you will need to check with the lender the number of days in advance of the due date that you will be allowed to make such part/advance payments.

The lender must not raise direct debit claims if you have already made part/advance payments in lieu of the direct debit claims due for that period.

If the lender has raised a direct debit claim for which you have made part/advance payments and your bank has levied a NO-PAY charge due to insufficient funds then you will be able to claim the full amount from the lender by lodging a dispute through your bank in the UAEDMS (Disputes Management System).

If your bank does not assist you in any way then you should immediately report the institution to The Central Bank of the UAE by registering a complaint at [http://www.centralbank.ae/en/index.php?option=com\\_jumi&fileid=21&Itemid=59](http://www.centralbank.ae/en/index.php?option=com_jumi&fileid=21&Itemid=59)

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**29. Can I setup direct debit from my savings account?**

YES ... Direct debits can be set up from CURRENT / SAVINGS accounts to pay for LOANS / FINANCE / CREDIT CARDS

**30. Can I setup direct debit from my USD/EURO denominated account?**

Direct debits may be set up from your USD/EUR (or any non AED) account at the sole discretion of your bank.

Please be advised that only AED payments will be processed using the UAEDDS until further notice.

Funding an AED payment from a non AED denominated account may attract other levies due to exchange rates.

**31. Can I setup direct debit from my joint account?**

YES ... Direct debits can be setup from a JOINT ACCOUNT. At the time of setting up the direct debit ensure to imprint signatures of all authorized signatories as per the mandate that you have setup at your bank.

**32. If my spouse set up direct debit on our joint account, will I be informed?**

Your Bank will notify the primary account holder. It is very important that you have updated your records in your bank with the active contact number(s) and email address. When the request for setting up a direct debit authority is lodged into the system, your bank must notify you by pre-agreed means. If you suspect that you did not initiate a direct debit setup request than you should call your bank immediately and deny requesting for set-up of direct debit.

**33. How can I setup direct debit on my company account**

Direct debits can be setup from a COMPANY ACCOUNT. At the time of setting up the direct debit ensure to imprint signatures of all authorized signatories as per the mandate that you have setup at your bank.

**34. What happens to existing direct debit if company signatory changes?**

Any direct debit that was made active prior to change in signatories at your company shall remain valid. At your own discretion (It is advised) you can cancel the existing and set up fresh direct debits. The amended signatories need to be updated in your records with the bank.

**35. Are old directors of company liable for direct debit setup by them?**

No, a direct debit setup by a director who no longer holds that position does not carry the liability with him/her. It shall be the COMPANY that shall be held responsible.

However if the company suspects that one or more direct debits had been setup whilst he/she was in office and such direct debits were of a fraudulent nature then the company can initiate civil/criminal proceedings as would be advised by their legal counsel.

**36. Are new directors of company liable for existing direct debit?**

No, a direct debit setup by a director who no longer holds that position does not carry the liability with him/her nor does he/she transfer the liability to his/her replacement. It shall be the COMPANY that shall be held responsible.

**37. What happens to direct debit setup on our joint account if we have filed for divorce?**

You should cancel all such direct debits, after making alternate arrangements.

**38. If I setup direct debit to automatically pay for my credit card dues, what will be the amount claimed at each billing cycle: minimum OR complete dues?**

You can setup a direct debit for credit card dues and the amount that will be claimed will as per what you have opted for "MINIMUM" or "COMPLETE" or "A SET PERCENTAGE OF OUTSTANDING".

The amount that will be claimed by the Originator on the due date may differ from the notified amount. This could be due to the claimed amount determined by the Originator is after taking into consideration the notified amount, additional payments made by you using alternate channels and the payment option selected by you subsequent to the intimation but prior to the due date.

**39. If I sign up to pay for credit card dues, when will the direct debit claim be made: DUE DATE or BILLING DATE?**

Claims on direct debits can only be made on the due date and not the billing date.

**40. Am I protected against the service provider claiming any amount? What mechanism exists to ensure amount claimed is correct before debit?**

The service provider is required to notify you in advance of the amount they will be claiming. If you feel that the amount claimed is not as per your expectation, then you may invoke a STOP payment.

**41. Is there a protection mechanism that will ensure difference between consecutive claimed amounts is NOT hugely different?**

When you set up the direct debit, you are allowed to set the minimum and maximum amounts. You are also allowed to choose between FIXED and VARIABLE.

Please note that if you choose a variable amount and decide not to agree a cap with your Creditor in the direct debit, the Creditor will have an unlimited right to choose the amount deducted from your account, and the Paying Bank will have no liability to you or the Creditor for any dispute between you about the variable amount, unless the cap has been breached.

**42. Do I setup direct debit for service provider with my bank OR the service provider?**

For LOANS / FINANCES / CREDIT CARD DUES, You will need to setup the direct debit at the LENDER/FINANCIER/CARD-ISSUER

For all other services, You can either setup the direct debit from Your bank or the service provider.

**43. Where do I get the list of service providers who accept direct debit setup & process direct debit payments?**

You can visit [www.centralbank.ae](http://www.centralbank.ae) and follow the link to UAEDDS for latest information on UAEDDS.

**44. If I am to refinance my loan, does it impact my existing direct debit setup?**

YES ... There may be an impact if the refinancing breaches the limits as set by the current direct debit. You may be required to setup a new direct debit authority (in which case cancel the old direct debit) to ensure that the lender is able to claim the additional monies required to be claimed.

**45. How do I re-schedule existing loan with direct debit setup**

A direct debit is only the means to collect money from your account towards the loan EMI. Re-scheduling an existing loan is a feature of the loan product. If the process of re-scheduling does not alter the attributes of the active direct debit your lender may advise you so and there may not be a need to setup a new direct debit.

However, if the rescheduling of an existing loan results in increased number of instalments and/or change in amount ranges then your lender may

a) Request you to submit an amendment to the direct debit authority

(OR)

b) Request you to setup a new direct debit and cancel the existing.

**46. Top-Up loan: how do I pay for the difference in EMI if there is existing direct debit setup?**

A direct debit is only the means to collect money from your account towards the loan EMI. Topping Up an existing loan is a feature of the loan product. If the process of topping up does not alter the attributes of the active direct debit your lender may advise you so and there may not be a need to setup a new direct debit.

However, if the topping up of an existing loan results in a change in amount ranges then your lender may

a) Request you to submit an amendment to the direct debit authority

(OR)

b) Request you to setup a new direct debit and cancel the existing.

**47. What proof do I get when I instruct for cancelling the direct debit**

When you submit the request for cancelling the direct debit, the bank (where you submit the request) is mandated to provide you a sealed copy of the same for your records.

**48. Is there a way to read my account statement wrt direct debit?**

YES ... Your account statements shall have

DEBITS due to DIRECT DEBITS

&

CREDITS due to DIRECT DEBIT RETURNS (NO PAY)

It is your obligation to exercise reasonable care and vigilance in the operation of your account in the context of direct debit payments. Your bank will make payments on the basis of the signed direct debit authority, and are not otherwise obliged to review or inform you about activity on your account, unless mutually agreed and except as required by the Rules.

**49. Can I setup my direct debit to pay for my prepaid mobile OR Salik?**

YES ... You can opt to pay for any of services provided by the service provider

**50. Can the service provider cancel direct debit? Will I be informed when service provider cancels direct debit?**

YES ... The direct debit authority may be cancelled by the service provider at its sole discretion without a written cancellation request from the Payer.

**51. Would I get loyalty points if credit card is used to make direct debit payments?**

Loyalty points may be given at the sole discretion of the card issuer even when the credit card is used to make direct debit payments subject to certain restrictions that will be advised to you by the card issuer. Please check with the card issuer before you use your credit card to set up direct debits.

**52. Would there be charges levied for direct debits charged to credit card?**

NO ... There are no charges levied for direct debits charged to credit cards.

**53. Would I be charged if direct debit is dishonoured for lack of funds in my account?**

YES ... Every time a direct debit request is dishonoured for lack of funds in your account, your bank reserves the right to apply a charge.

**54. Is there a penalty if credit card setup for direct debit exceeds LIMIT?**

NO ... There will be no penalty if the credit card setup for direct debits exceeds LIMIT. For the recurring payments, the card issuer may either reject the transaction or may opt to increase the LIMIT to honour the transaction at their discretion.

**55. Is there a forum where I can raise complaint related to direct debit?**

You should contact the originator to raise any complaints related to direct debits.

If you wish to raise a dispute on a direct debit transaction then you should approach your bank and submit a duly filled in dispute lodgement request form.

OR

The Central Bank of the UAE by registering a complaint at [http://www.centralbank.ae/en/index.php?option=com\\_jumi&fileid=21&Itemid=59](http://www.centralbank.ae/en/index.php?option=com_jumi&fileid=21&Itemid=59)

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**56. Would my account details for direct debit be shared OR made available to 3rd party?**

The details of your direct debit will not be shared with any third party (individual and/or organization) without the written consent of the Central Bank of the UAE. As deemed necessary, your banker will share the data with one or more of the Federal/State/Local government agencies, Judiciary, Law-enforcement agencies, National Credit Bureau or as required by law.

**57. How is my credit card details protected when it is mentioned in direct debit?**

You will be required to provide only your CARD number and not any other details. Such details are stored in an encrypted format in the UAEDDS.

**58. Would all service providers, lenders, bankers have access to my personal information when I setup direct debit?**

Service providers, lenders, bankers shall have access ONLY to the details that you will provide in the direct debit authority form for the specific direct debit authority that has been requested to be setup.

**59. If my number is enrolled in DND list of institution, can they call me after getting my details from direct debit system?**

If your number is enrolled as DND then please do not provide the same in the direct debit. The mobile number is not mandatory.

**60. Would details of my loan be shared with all service providers, lenders, bankers?**

The details of your loan will not be shared with any third party (individual and/or organization) without the written consent of the Central Bank of the UAE. As deemed necessary, your banker will share the data with one or more of the Federal/State/Local government agencies, Judiciary, Law-enforcement agencies, National Credit Bureau or as required by law.

**61. What details about my repayment OR loan will be made available to 3rd party?**

Your banker is permitted to publish, provide or disseminate the data collected pursuant to participating in the UAEDDS to any third party (individual and/or organization) only with the written consent of the Central Bank of the UAE. As deemed necessary, your banker will share the data with one or more of the Federal/State/Local government agencies, Judiciary, Law-enforcement agencies, National Credit Bureau or as required by law.

**62. Can I request my banker to provide me list of direct debit setup?**

YES. When requested, your banker is may provide you the list of active direct debits that have been setup on your account.

**63. Will I be allowed time to fund my account if there is a shortfall & a direct debit is expected?**

You should always ensure sufficient funds are available in your account to honour direct debit commitments. If there is more than one direct debit on your account, the Direct Debit Requests from the Originator will be processed on a first-in first-out basis. This will result in one or more Direct Debit Requests being dishonoured if there are insufficient funds in your account to meet all payments. The Direct Debit will be returned without referral by your bank in case of insufficient funds.

**64. Will there be direct debit on Fridays? What if I am not able to fund my account due to a public holiday(s)?**

Direct Debit instructions will not be executed on Fridays and other declared Banking Holidays. If the due date for a payment is during the holidays, then the payment will be due any time within 7 days immediately following the holidays.

You should always ensure sufficient funds are available in your account to honour direct debit commitments. If there is more than one direct debit on your account, the Direct Debit Requests from the Originator will be processed on a first-in first-out basis. This will result in one or more Direct Debit Requests being dishonoured if there are insufficient funds in your account to meet all payments.

You may in certain cases request your bank to STOP direct debit payments by submitting the appropriate application form.

**65. Can I refuse to opt for direct debit AND opt for paying only by PDC?**

NO

All LOAN / FINANCE payments should ONLY be paid using DIRECT DEBITS. Institutions that lend should NOT accept Post-Dated-Cheques from customers. If any institution demands that you pay using a PDC, then you should immediately report the institution to The Central Bank of the UAE by registering a complaint at [http://www.centralbank.ae/en/index.php?option=com\\_jumi&fileid=21&Itemid=59](http://www.centralbank.ae/en/index.php?option=com_jumi&fileid=21&Itemid=59)

OR

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**66. Will my bank inform me prior to returning a Direct Debit to my account in case of insufficient funds?**

NO

You should always ensure sufficient funds are available in your account to honour direct debit commitments. The Direct Debit will be returned without referral by your bank in case of insufficient funds.

**67. As a corporate, would I be able to setup a direct debit for another company within my group, sister concern, subsidiary, a branch and / or any 3rd party company?**

NO

You are allowed to setup a direct debit for self only