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1: Introduction

1. Purpose of this booklet

1.1 This document sets out the general terms and conditions applicable to our sterling current and savings accounts for personal customers who are resident in the United Kingdom, including the use of a debit card where this facility is made available (Section A). This document also contains the terms and conditions applicable to our online banking service (Section B) and our telephone banking service (Section C). You should keep your copy of this terms document in a safe place for future reference. However, further copies of these conditions are available to you on request. This document should be read in conjunction with our tariff list and any special conditions applicable to your account.

1.2 There are two categories of accounts under Payment Services Regulations 2017, the payment accounts and non-payment accounts. All our accounts fall into either one of these categories.

1.3 Subject to 1.4, if your account is a payment account, we can change these conditions, the special conditions, the services, the conditions which apply to the services on your account, the charges for the day to day running of your account and the target profit rates applicable on your account if we give you at least two months prior notice of the change. The change will automatically take effect and you will be taken to have accepted the change unless you notify us in writing that you do not agree to the change. If you notify us that you do not accept a change we will take this as notification that you wish to close your account immediately.

1.4 If your account is a payment account, we do not need to give you prior notice in accordance with clause 1.3 of any change to the target profit rates payable on your account(s) where the change is to your advantage or where the target profit rate is linked to a reference rate (from a publicly available source). We may apply the change to your account immediately and we will notify you in accordance with clause 1.5.

1.5 If your account is a non-payment account we can change these conditions, the special conditions, the services, the conditions which apply to the services on your account, the charges for the day to day running of your account and the target profit rates applicable on your account if we give you one month’s notice before the changes takes effect.

1.6 If your account is a payment account or non-payment account and we make a change to the target profit rate payable on your account, we will notify you through our website, a notice in our branches, or by writing to you. For any other change we may notify you personally.

1.7 These conditions apply to your account and are in addition to any special conditions that may apply to your account or to any other products or services we offer. Where these conditions conflict with any special condition, the special condition shall apply. If you need any further information please contact us on 0800 4086 407.
In the sections of this booklet that follow, words are used that have special meanings. We have put these special words in bold text to help you understand what those special words mean when used in this booklet. The special words are incorporated as part of our conditions. The following are the special words that are used together with their special meanings:

<table>
<thead>
<tr>
<th>Special word</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>account</td>
<td>Your current or any other account(s), products and services you hold with us or we may offer. These conditions apply to you even if the name on the account or the number changes.</td>
</tr>
<tr>
<td>card</td>
<td>A plastic multi-purpose card which you may use as a cash withdrawal card or debit card to purchase goods and services.</td>
</tr>
<tr>
<td>conditions</td>
<td>The consumer banking terms and conditions that govern your account described in this booklet.</td>
</tr>
<tr>
<td>contract</td>
<td>The application form and associated terms and conditions.</td>
</tr>
<tr>
<td>joint</td>
<td>Two or more of you.</td>
</tr>
<tr>
<td>memorable information</td>
<td>A confidential combination of between 6 and 10 alphanumeric characters chosen by you to identify yourself when you use our online banking service. For example, you might choose a place name or a memorable event.</td>
</tr>
<tr>
<td>non-payment account</td>
<td>A restricted access account such as, the fixed term deposit accounts and 60 day notice account.</td>
</tr>
<tr>
<td>online banking service</td>
<td>The service with your account (that we may automatically provide when you open an account) which allows you to view and manage your account(s) by using the internet or any other means that we may make available in future.</td>
</tr>
<tr>
<td>Special word</td>
<td>Meaning</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>password</td>
<td>A confidential sequence of 8 alphanumeric characters (numeric characters only when reset applied) used to identify you when you use our online banking service.</td>
</tr>
<tr>
<td>payee</td>
<td>The person named on a cheque to whom the amount described on the cheque is to be paid, or the person to whom an electronic payment is addressed.</td>
</tr>
<tr>
<td>payment account</td>
<td>All flexible accounts such as current accounts and instant access savings accounts.</td>
</tr>
<tr>
<td>personal information</td>
<td>Personal and financial information about you that we obtain from you, from our own credit or anti-fraud checks or from third parties such as credit reference agencies, fraud protection agencies or other organisations.</td>
</tr>
<tr>
<td>PIN</td>
<td>A “personal identification number” and is a confidential number which allows you to use your debit card to buy things, withdraw cash and use other services at self-service machines.</td>
</tr>
<tr>
<td>self-service kiosk</td>
<td>Our own self-service terminals, located within branch and other locations that allows you access to your account(s) information and transfer of funds using your debit card and PIN access.</td>
</tr>
<tr>
<td>self-service machines</td>
<td>An automated teller machine (ATM) or free-standing machine at which you can use your card to get cash, information and other services.</td>
</tr>
<tr>
<td>Sharia Supervisory Committee</td>
<td>The committee we have established comprising of eminent religious scholars to advise us on the Sharia rules and principles upon which your account and all our products and services will operate.</td>
</tr>
<tr>
<td>special conditions</td>
<td>The special conditions that govern any products and services that you may apply for which for example include but not limited to our fixed term deposit accounts, 60 day notice account and on demand savings account.</td>
</tr>
<tr>
<td>tariff list</td>
<td>The list of charges, costs, fees or other expenses which apply to your account and which is given to you when you open an account with us.</td>
</tr>
<tr>
<td>telephone banking PIN</td>
<td>The personal identification number provided to you to use the telephone banking service.</td>
</tr>
<tr>
<td>telephone banking service</td>
<td>The automated telephone banking service provided by us to you for operation of your account(s).</td>
</tr>
<tr>
<td>Special word</td>
<td>Meaning</td>
</tr>
<tr>
<td>---------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Third Party Provider (TPP)</td>
<td>An Account Information Service Provider (AISP) or a Payment Initiation Service Provider (PISP) authorised by law to access information or to give instructions to make certain online transactions for you. An AISP provides online account information services. If you have given them your permission, the AISP will be able to access certain online account information from your account(s) with us and one or more other providers to give you a consolidated view. A PISP provides online payment initiation services. If you have given them your permission, the PISP will initiate any transactions you can make through your Internet banking (for example, balance or money transfer).</td>
</tr>
<tr>
<td>we, us and our</td>
<td>Al Rayan Bank PLC. Registration No. 4483430. Our registered office is located at 44 Hans Crescent, Knightsbridge, London, SW1X 0LZ.</td>
</tr>
<tr>
<td>user ID</td>
<td>A confidential number generated automatically by our system and sent to you. This is the first of your log on details required for accessing our online banking service.</td>
</tr>
<tr>
<td>withdrawal</td>
<td>A withdrawal from your account which is only completed once we have processed your request to pay money out of your account.</td>
</tr>
<tr>
<td>working day</td>
<td>Any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays.</td>
</tr>
<tr>
<td>you and your</td>
<td>The person or persons signing the application form for an account or any of our services such as online banking and telephone banking and the words “you” and “your” are to be construed according to the context. If your account is held jointly, these conditions and the special conditions (if applicable) apply to all of you individually as well as together.</td>
</tr>
<tr>
<td>your accounts</td>
<td>The accounts which you have with us which are accessible through our online and/or telephone banking services.</td>
</tr>
<tr>
<td>your security details</td>
<td>Your password and memorable information together with any other security information which we may ask for from you from time to time so that you may access our online and/or telephone banking services.</td>
</tr>
</tbody>
</table>
Section A: Consumer Banking conditions

1. Sharia Supervisory Committee

1.1 We will at all times operate the account in accordance with the rulings and guidance given by our Sharia Supervisory Committee. We both agree to be bound by the rules and guidance of the Sharia Supervisory Committee with respect to all matters relating to the interpretation and application of Sharia to the account. See our website for related Sharia rules relating to your account issued by our Sharia Supervisory Committee.

1.2 All amounts held in the accounts we maintain on behalf of our customers are held in strict conformity with the rules of Sharia as determined by our Sharia Supervisory Committee. Unlike conventional interest based bank accounts, we do not pay interest on the account nor do we use your money for prohibited interest based lending. We may however place the money you deposit in your account in Sharia compliant investments which we select but always in accordance with the requirements of English law and as agreed in special conditions.

1.3 If you would like details of the members of our Sharia Supervisory Committee then please visit our website.

2. Your account and the facilities available to you

2.1 To open an account with us, you must be at least 16 years of age. However, to obtain Islamic finance from us you must meet the minimum age requirement. Please ask a member of staff if you require information on whether or not you qualify for opening an account.

2.2 Before we are able to open an account for you we will need to ask you for proof of your identity and address. For further details on this please see our booklet “Proof of Identity”. Before you can operate an account with us we may need to meet you in person to complete the necessary formalities. We will inform you if we need to meet you in person. However, you may also open an account with us via electronic channels and over the phone, provided that you send to us any required proof of identity and address. Once your account with us has been established you will be able to communicate with us by telephone, post and secure messages (if applicable) as well as by personal visits to one of our branches.

2.3 Because we operate in strict conformity with the rules of Sharia our charging structure differs from conventional banks. The fees we charge vary according to the type of service that we provide to you and the type of account that you have with us.

2.4 When you open an account with us we will give you a copy of our tariff list at that time. You can check our fees at any time by telephoning 0800 4086 407, by asking staff at one of our branches for a current tariff list or by checking on our website, www.alrayanbank.co.uk.
The account facilities we are able to offer you will depend on a number of factors and we may offer different facilities to different customers. We will be happy to discuss these different facilities with you and also explain how you may apply for them.

2.5 The account is personal to you and may not be used by anyone else apart from you unless you authorise another person or TPPs to operate your account on your behalf.

2.6 If you wish another person to operate your account, we will accept a legally registered power of attorney, although you should take advice from a solicitor or other legal adviser before granting a power of attorney to anybody. On joint accounts all of you must sign if you wish to allow another person to operate your account.

2.7 You can give your security details to authorised TPPs to provide you with account information services and/or payment initiation services.

2.8 Your account cannot be used as a business account. If you wish to open a business account for your business financial matters you should apply for a business account. A member of our staff will be happy to provide you with details of our accounts which are designed for business use. We may undertake regular checks and if this condition is breached then we may close your account without reason.

2.9 We will only activate the account once we have received a duly completed application form (together with any other forms and information that we may have requested) from you and carried out any checks that we consider appropriate. We will be making checks with one or more credit reference agencies unless the applicant is under the age of 18 years old. We reserve the right to decline opening or activating the account in our sole discretion and if we refuse to open an account, we are not obliged to explain our reasons for such refusal.

2.10 We will assume that any credit balance in your account belongs to you. By depositing money into the account you are deemed to confirm that no one else has a right to or an interest in the moneys deposited. We may not deal with third parties claiming an interest in your account even if you have authorised us to deal with such third parties in writing unless it is in accordance with condition 2.6 or we are required to do so by a court order or due to a requirement of law.

2.11 We do not permit overdrafts, so you must not allow your account to become overdrawn.

2.12 We offer our customers a number of services such as the provision of duplicate statements, payment services and banker’s drafts. Our tariff list sets out our charges for services and other matters and you agree to pay the charges when they become due for payment. Unless you have subscribed to a bundle service offering, which will have its own fee structure which will have been advised to you at the time you subscribed.

2.13 You have the right to obtain a copy of the contract at any time.

2.14 You have the right to cancel your application without penalty and without giving any reason, within 14 calendar days from either the day of the conclusion of the contract; or from the day on which you receive the contractual terms and conditions and any other pre-contractual information, if that is later than the date of the conclusion of the contract.
2.15 In the event of suspected or actual fraud or security threats to your account, we will use SMS, telephone, post or another secure procedure to contact you. You may also be asked to verify your identity for security purposes.

3. Joint accounts

3.1 You may apply for an account to be opened in joint names. You will need to complete an account application in all names with all of you signing the form where indicated. All of the conditions will apply to all of you, jointly and severally. This means that all of you will be responsible for the account individually as well as together.

3.2 Because you operate your account jointly we may disclose any information that one of you gives to us in connection with your account to the other.

3.3 A joint account can be operated by any one of you independently of the other account holder or holders. This means that any account holder may issue cheques, use a card or give other banking instructions. The actions taken and or instructions given to us by any one of you will be binding on the other account holder or holders without us having to make any further enquiries.

3.4 We will accept such authority until it is cancelled by any one of you or by law. If any one of you tells us about a dispute between any one of you, we may restrict activities and instructions on the account until such time joint confirmation has been received that the dispute has been resolved or we may decide to treat this as notice of cancellation of your account and any transactions associated with your account such as direct debits and standing orders. In such circumstances we will ask you to return any unused cheques and cards associated with your account. Until all cards and cheques are returned, card and cheque transactions will continue to be deducted from your account and all of you will be responsible for such transactions individually as well as together.

3.5 If one account holder dies we will need you to provide us with a certified copy of the death certificate. The surviving account holder or holders have full authority to instruct us concerning the account, including the payment of any credit balance, and will be responsible for any obligations connected with the account, including payment of any debit balance.

4. Paying money into your account

4.1 You may pay money into the account by any of the methods set out below:

4.1.1 By paying-in cash or cheques at one of our branches; or

4.1.2 By post or courier to one of our branches (cheques only); or

4.1.3 By paying in cash or cheques at the branch of another accepting bank; or

4.1.4 By transferring money directly into your account by using our online banking service (Section B) or our telephone banking service (Section C).
4.2 You may pay both cash and cheques into your account (a fee may be charged). We will treat cash and cheques as received in your account on the same day that they are paid in through one of our branches provided that you pay the cash or cheque into your account before the applicable cut-off time on a working day as listed in clause 4.2.4. If you make payment into your account after the applicable cut-off time or at any time on a non-working day we will treat the payment as received on the next following working day. We set out below the number of working days it will take to clear cash and cheques before you can withdraw against them (‘clear’ meaning the process by which we make the value of your cash or cheque deposit available to you in your account):

4.2.1 Cash paid into your account at one of our branches will normally be available for you to make withdrawals against on the same day.

4.2.2 A cheque paid in at one of our branches will usually be cleared by the end of the next working day before you can withdraw against it. If you send us a cheque by post, clearance time will begin on the day we receive the cheque (and not the day you post it). A cheque denominated in a foreign currency will take longer to clear before you can withdraw against it and you should ask branch staff for clearance times for the currency deposited. Banker’s cheques or drafts will be treated as cheques for clearance purposes.

4.2.3 Cash, cheques, or a combination of cash and cheques paid into the branch of another accepting bank will usually take two working days to clear.

4.2.4 The cut-off time may vary depending on the type of deposit in line with the table below:

<table>
<thead>
<tr>
<th>Payment type</th>
<th>Cut-off time (on a working day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash deposit at Al Rayan Bank branch</td>
<td>4:00pm (some branches may operate extended cut-off times, please check with the branch you intend to visit in advance)</td>
</tr>
<tr>
<td>Cheque deposit at Al Rayan Bank branch</td>
<td>2:30pm</td>
</tr>
</tbody>
</table>

4.3 The balance of your account may include cheques and other items not yet cleared and we will refuse to let you make a withdrawal against uncleared deposits.

4.4 If a cheque is returned unpaid (i.e. a returned cheque) we will deduct the returned unpaid amount from your account and will tell you that this has been done. We may re-present the cheque to the bank of the person who issued it, or we may return it to you. We may charge you a service fee if we have to do this.

4.5 If you send us cheques by a delivery service, a courier or through the post, we will only accept responsibility for payments once they have been received and checked by us. We do not accept responsibility for cash sent to us by a delivery service, a courier or through the post.
4.6 If the total amount of the payments into your account is added up incorrectly on the paying-in slip and the difference is over £1, we will correct it and add the right amount to your account. We will tell you that we have done this. If the difference is £1 or under, we will correct the amount but will not tell you that we have done so.

4.7 We do not allow cheques made out to another person to be paid into your account.

4.8 Where legal reasons require, or in certain limited circumstances beyond our control, the payment of a cheque into your account may be prevented or may take longer than the time periods set out in clause 4.2.

Foreign cash and cheques

4.9 We will accept foreign currency payments into your account by electronic payment. If you make or we receive such a payment into your account, we will first convert the foreign currency into pounds sterling at our then prevailing exchange rate (at the best rate available to us for this purpose) but we reserve the right to make a charge for this service. We will advise you in writing of the transaction details as soon as practically possible.

4.10 If you pay a foreign currency cheque into your account and we agree to collect the payment from the foreign bank, your account will be credited once the cheque has cleared and we have received the funds from the foreign bank without recourse. The credit will be less any third party banking/clearing charges that we will advise you once we are notified, in addition to our own charges which we advise on our tariff list.

4.11 If the cheque is returned unpaid we will have recourse to you (as well as anyone who has signed or endorsed the cheque) and we will be entitled to deduct the amount credited to your account in respect of that cheque reconverted into the currency of the cheque. That means that if the relevant currency exchange rate has changed in the interim we may debit your account with a greater amount than the sum we originally added.

4.12 Because some countries operate foreign exchange restrictions and controls it may not always be possible for us to collect a cheque made payable in a foreign currency.

4.13 Our current charges are published in our tariff list and include the fees we charge for payments of foreign currency and cheques into your account.

5. Payments out of your account

5.1 Subject to there being sufficient cleared funds in your account, you may make a withdrawal of money from your account by any of the methods set out below:

5.1.1 By using your card (if this facility is available to you) at a self-service machine or by making purchases in a shop online, over the telephone etc.; or

5.1.2 Over the counter at one of our branches by writing a cheque (you may need to arrange this with us depending on the amount you wish to withdraw as cash withdrawal is subject to a daily limit). If you wish to withdraw a higher amount than your daily limit, we will require at least forty eight (48) hours prior notice (please check your withdrawal limit with us prior to any cash withdrawal); or
5.1.3 By setting up a regular standing order; or
5.1.4 By way of a direct debit instruction; or
5.1.5 By us processing your valid payment instructions; or
5.1.6 By you using our self-service kiosk to make external payments when this service is available; or
5.1.7 By you authorising PISPs to instruct us to make withdrawals or payments from your account on your behalf; or
5.1.8 By any other way we may agree with you in writing.

5.2 We may, for your protection, restrict the daily amount you can withdraw by using your card. When you open your account we will inform you of the daily limit applicable to your account.

5.3 The cut-off time for UK payments may vary depending on the type of payment in line with the table below:

<table>
<thead>
<tr>
<th>Payment type</th>
<th>Cut-off time (on a working day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outward UK Sterling CHAPS and Faster Payments</td>
<td>5:00pm</td>
</tr>
<tr>
<td>Outward international payments</td>
<td>3:30pm (not available online)</td>
</tr>
</tbody>
</table>

5.4 Cash withdrawn from your account by using a card in a self-service machine will usually be debited from your account immediately and payments made to a supplier with a card will be debited the same working day. Other payments from your account, such as standing orders, direct debits or cheques will be debited on the working day that they are due for payment.

5.5 Sometimes payments to be made from your account may be subject to a delay for procedural checks or refused for other reasons. If your payment has been refused then we will notify you the next business day following receipt of the payment order, we will advise you the reason for the refusal unless it is unlawful to do so.

5.6 We may suspend, withdraw or restrict the use of your account at any time if you breach any of these conditions or any special conditions, if we have reason to believe that you are operating your account illegally or if we suspect the account is otherwise being misused. We will tell you before we take this action, or as soon as possible afterwards either by telephone or letter.

5.7 We do not charge our customers for making withdrawals from self-service machines although the operator of the self-service machine may levy a charge when you use certain self-service machines and they will clearly advise you, awaiting your acceptance to proceed. However, if you make a withdrawal from a self-service machine while you are outside the UK, a charge will apply. Our current charges are published in our tariff list.
5.8 Except in relation to cheques and cash withdrawals, when you give us a payment instruction, you must give us the sort code and account number of the destination account for payments in the UK or the equivalent information for payments outside the UK and any other details we ask you for such as the name of the person you are sending the payment to. You are responsible for ensuring that payment details are correct. We will not be liable if your payment is delayed or sent to the wrong person because the details you gave us were incorrect. If a payment instruction does go to the wrong person we will use reasonable efforts to recover payment for you. We may charge you our reasonable costs for this service. If it is not possible to recover the payment amount, you can request from us all the relevant information in relation to the transaction including the name and address of the recipient so that you may contact the recipient directly to reclaim your funds. We will provide this information on receiving a written request from you, unless the law prevents us from doing so.

5.8 If you do not recognise a card transaction which appears on your statement, including those initiated by a TPP, you can claim a refund from us. To do this you will need to tell us as soon as possible and within 13 months of the date of the transaction otherwise you will not be entitled to redress. In some cases, we will need you to give us confirmation or evidence that you have not authorised a transaction.

5.9 We will not make a refund if we have reasonable grounds to believe that you are not entitled to the refund at the time of the request. In these circumstances, we will investigate as quickly as we can.

5.10 We will normally refund your account by the end of the next working day with the payment amount and any charges you have paid as a result of the payment unless we can show that you did authorise the payment or if we suspect fraud or we can show that with gross negligence you failed to keep your card or security details safe, (gross negligence means that something you have or have not done was very obviously wrong or careless).

6. Writing cheques and stopping payments

6.1 If we have agreed to provide you with a cheque book, it is your responsibility to ensure that each cheque you issue is completed correctly. You must not alter or amend in any way the printed writing on the cheques. The printed writing is important for a number of reasons and if changes are made we may refuse to honour the cheque.

6.2 When you write a cheque, write clearly the name of the payee, the amount in words and figures as well as the date. You must sign the cheque otherwise the cheque will not be valid for payment.

6.3 You should not write a future date on a cheque, as it may not prevent the person to whom you give it from paying it into their bank account before that date. If this happens we will not be liable to you for any loss that you may suffer as a result.

6.4 You may only write cheques for sterling amounts. If you want to make a payment to another person in a foreign currency we can advise how best to do this.
6.5 **You** must keep **your** cheques secure and there is important information about the security of **your** cheque book and writing cheques inside the front cover of the cheque book that **we** will provide to **you**. This information forms part of these **conditions**. **You** will be liable for any losses incurred as a result of failing to keep **your** cheques secure.

6.6 Cheques can be presented for payment by the **payee** up to six months after the date written on the cheque. **We** do not usually pay amounts from **your account** if the cheque is presented after this period although **we** may decide to pay it at **our** discretion. If **we** do decide to pay a cheque after this period **we** will not be liable to **you** in any way whatsoever.

6.7 The cheque book and all cheques remain **our** property and must be returned to **us** on demand. **We** will not usually ask **you** to return **your** cheque book or the unused cheques unless something has gone wrong. This may mean for example that **you** have breached these **conditions** or if **we** believe that the cheques are being used for fraudulent purposes either by **you** or by someone else.

6.8 **You** may request **us** to “stop” the payment of one of **your** cheques by contacting **us** by telephone or by visiting **your** local branch as soon as **you** know **you** want the payment “stopped”. There are certain circumstances where **we** may not be able to “stop” the payment such as where **we** have already made the payment.

6.9 **You** must inform **us** immediately if **you** become aware that **your** cheque book or any cheques have been lost or stolen, or if **you** think someone has altered one of **your** cheques. **You** will be liable for losses which occurred prior to notification. Once **you** have informed **us** **we** will cancel **your** unused cheques and issue **you** with a new cheque book. If **you** later find a missing cheque book **you** must return it to **us** so that it can be destroyed securely.

6.10 If **you** suspect that a cheque or several cheques have been used fraudulently, **you** must inform **us** and the police immediately. **You** agree that if **your** cheques have been used fraudulently, **we** may disclose information relating to such fraudulent use and **your** account generally to the police.

7. **Foreign transactions**

7.1 If **you** carry out a **card** transaction whilst abroad (i.e. in a currency other than pounds sterling), **we** will convert the foreign currency into pounds sterling before debiting **your** account. A commission charge for exchanging currencies may be payable if **we** have to arrange such conversion with a third party in which case the charge will be itemised on **your** next statement. See **our tariff list** for applicable charges for using **your card** at a **self-service machine** abroad.

8. **Statements**

8.1 Statements will be sent to **you** (by post and/or online or any other electronic method agreed between us now or when made available such as text messages, which may also include **special conditions**) monthly (unless otherwise agreed) or if required by law or any regulation.
8.2 Apart from sending you a regular statement, you may request a mini-statement at any of our branches. We will require you to produce identification before we give out any account information.

8.3 Upon receipt of your statement, you should check it to make sure that all entries are correct. If you think an entry is wrong you should inform us immediately so that we can investigate the entry for you and resolve the matter.

8.4 We will ensure that all transactions on your account are properly recorded. If however for any reason, there is a mistake or error in the recording of any transaction (either a credit or debit transaction), we will rectify the mistake and/or error by taking such action as may be appropriate which may include recovering sums wrongly paid or credited to the account. In such situations we will not require authorisation from you to debit your account. In accordance with clause 5.7 above, if a payment is paid in to your account by mistake, and you refuse to refund the incorrect payment, we may also provide sufficient details about you and the incorrect payment to the bank that sent the payment for them to pass on to the person who made the payment to enable them to take a legal action to recover their funds.

9. Additional services

We may agree to give you additional services with your account. These additional services are not available to all customers and depend on a number of factors such as maintaining a minimum balance or having your salary credited to your account. Our staff will be pleased to discuss which additional services you may be entitled to and what the criteria are.

9.1 Standing orders and direct debits

9.1.1 Standing orders and direct debits are ways in which you can make regular payments. You can instruct us to make a regular payment by completing a standing order form (available from any branch) and by giving us details of the person or company to whom you want payments to be made. A direct debit authorises us to debit money from your account when we receive instructions from a specified company or person. A direct debit is set up directly by you with the specified person or party.

9.1.2 You can cancel a standing order or a direct debit by contacting us. Should you wish to do so, you must notify us in writing at least five working days before the date on which the standing order or direct debit payment is due. If you are cancelling a direct debit, you should also inform the specified person or party.

9.1.3 Please note if you are to make a scheduled payment for one of our products or services and that commitment falls on a non business working day and we are to collect such funds and apply to your account, we will do so by rolling the payment over to the next available working business day.

9.2 Debit card facility

9.2.1 When you open your account you can ask for a card. Our card can be used as a debit card (to pay for goods and services from retailers/merchants) and cash withdrawal card
(i.e. for use in a self-service machine) although you may not be eligible for some or all of these features. We will tell you what features you qualify for when a card is granted.

9.2.2 When we send you a card make sure that you read the information that we provide you along with your card. The information will inform you of how to use the card and what to do if your card becomes lost or is stolen.

9.2.3 Upon receipt of your card you must sign it immediately on the reverse with a ballpoint pen. Your card only becomes operative when you have correctly completed the activation process set out in the instructions delivered with it.

9.2.4 Our system will automatically generate a PIN for you although you may change it at a self-service machine when you use your card for the first time where the self-service machine offers this service. You will be able to use the same PIN to make transactions with your card.

9.2.5 Your card belongs to us at all times and must be sent back if we ask for it. It is only valid from the “valid from” date shown on the card until the “expiry date” which is also shown on the card. Prior to the expiry date, we may send you a replacement card which you should sign immediately. The old card should be destroyed by cutting it twice through the magnetic stripe and once through the chip.

9.2.6 We will usually debit card transactions on the same working day. Once a payment made by a card has been authorised you can no longer cancel it. If a supplier gives you a refund, we will credit your account after the refund is received from the supplier.

9.2.7 You may not use your card to become overdrawn on your account.

9.2.8 You must not use your card to carry out a transaction that is prohibited by Sharia (as determined by our Sharia Supervisory Committee).

9.3 Looking after your card

9.3.1 At all times, you must take care:
   (a) To stop anyone else using your card;
   (b) Not to keep your card with any cheque book for your account; and
   (c) To keep your card safe and to prevent it from being lost, stolen or used by anyone else.

9.3.2 You must only tell or show someone the numbers printed on your card if you are carrying out a transaction.

9.3.3 You must take all reasonable steps to keep your PIN secret at all times and you must:
   (a) Take every care to stop anyone else using it;
   (b) Immediately destroy the piece of paper we send you to tell you what your PIN is;
   (c) Never write down your PIN on your card, anything usually kept with it or in any way which could be understood by someone else;
   (d) Use chip and PIN transaction at all possible times beyond any contactless technology permitted use or daily limits; and
(e) Register your card onto the MasterCard Securecode service and when making payments online to merchants, use your confidential Securecode and never reveal it to any third party.

9.3.4 We may replace your card (including re-numbering) at any time.

9.3.5 Where a retailer or supplier of services asks us for authorisation before accepting payment by the card, we may decide not to give authorisation if:

(a) The card has been reported lost or stolen;
(b) We have reason to suspect it has been lost or stolen;
(c) You or other card holders to the account have broken the conditions;
(d) Taking account of all other transactions we have authorised, including those not yet charged to the account, there are insufficient funds available in the account.
(e) Or for any other security reason we may not be at liberty to disclose.

9.3.6 If your card is used before you receive it, you will not have to pay anything unless you have acted fraudulently or without reasonable care (which means you intentionally or with gross negligence) fail to take reasonable steps to ensure care of your card or your security details as you are required by 9.3.1, 9.3.2 or 9.3.3 above. However, you must cooperate with our enquiries and provide us with all reasonable information we ask for.

9.3.7 Unless you have acted fraudulently, you will not be responsible for a card or PIN being used:

(a) By someone else without your permission to buy goods over the telephone or online; or
(b) After you have reported to us that your card is lost, or stolen or that you think that someone else knows your PIN, in accordance with 9.3.10 and it is used by someone else (unless it is used by you or on your behalf). Your liability for losses arising before notification under 9.3.10 will be limited to £35 in respect of unauthorised payment transactions arising either from the use of your lost or stolen card or from the misuse of your card by someone else if you failed to keep your security details safe.

9.3.8 Subject to 9.3.7, you will be liable for all losses incurred in respect of unauthorised transactions where you have acted fraudulently or without reasonable care (which means you intentionally or with gross negligence) fail to take reasonable steps to ensure care of your card, and payment instructions when using your card’s contactless technology (where applicable) or your security details as you are required by 9.3.1, 9.3.2 or 9.3.3 above.

9.3.9 We do not accept liability if we cannot provide any of the service in respect of the card for a reason beyond our control (for example, industrial action, failure of power supplies or equipment or to prevent financial crime).

9.3.10 If you lose your card, it is stolen or you think that someone else might use it, or if you think that someone else knows your PIN, you must tell us as soon as you can by telephoning 0800 4086 407 (or any other telephone number that we advise you on pre-recorded messages when our contact centre is closed) whereby we will block the card to prevent fraudulent use.
9.3.11 On each business day, any available funds on your account will be used to pay any transaction notified to us since the previous business day before they will be used to pay any other debit to your account.

9.3.12 We may suspend, withdraw or restrict the use of your card at any time if you breach any of these conditions or any special conditions, if we have reason to believe that you are using your card for an illegal purpose or if we suspect the card is otherwise being misused. We will inform you before we take this action, or as soon as possible afterwards.

10. Closing the account

10.1 You may close the account at any time by giving us notice of at least ten working days. You must also return your cheque book and card to us.

10.2 We may close your account at any time by giving you at least sixty days’ notice in writing. We will not be obliged to explain why we are closing the account although we may decide to give this information to you as part of our best practice procedures.

10.3 There are certain circumstances when we may close your account immediately without giving you the notice described in condition 10.2. if:

(a) We may be required to close your account by law; or

(b) If we believe that your account is being used for an illegal or fraudulent purposes; or

(c) If we reasonably suspect that you have given us false information; or

(d) You behave in a threatening or violent manner towards our staff; or

(e) You were not entitled to open your account.

(f) If we believe the account is being used in breach of these conditions.

10.4 If your account is closed you must return any card that we have issued to you and any unused cheques. We will require you to repay any money that is owed to us, including the amount of any cheques you have issued or any card transactions that you have made and which we have paid, as well as any outstanding fees or charges associated with your account and payable by you in accordance with any condition or special condition.

10.5 On closing your account we will return the balance (if any) on the account to you by cheque or as we agree with you unless we are prohibited from doing so by law.

10.6 On closing your account if there is a balance on the account less than £1, you agree and authorise us that we may pay the balance left in your account to a charity of our own choice.

11. Notices and change of address

11.1 We will send all written notices, letters and statements to the address last known to us. Written notices will be deemed to have been received five working days after they have been sent by us. If the address last known to us is abroad the period will extend to fourteen working days.
11.2 As communicating with you is so important you must advise us immediately in writing if your address changes. If you fail to advise us of a change of address and we incur costs as a result, you may have to reimburse us for those costs.

11.3 We may suspend your account from all operational activity if we become aware of returned mail/gone away postal notifications from your primary correspondence address until such time that we can re-establish to our satisfaction, communication with you/all account holders, and ascertain reason for such returned correspondence. We are not obliged to render the account operationally inactive in such situations but may do so if deemed necessary.

11.4 If you do not use your account(s) or contact us during a set period, as determined by us, we may make your account dormant without notice to protect both you and us. If you ask us, we will tell you how you can access your dormant account. If you have money in a dormant account, it will remain your property (or if you die it will form part of your estate).

11.5 Notices given by either you or us under these conditions or under any special conditions will only be valid if given in writing.

11.6 Where chip and PIN technology is used to access any of our self-service kiosk or other equipment we may supply, we will deal with any such instructions as valid authenticated instructions from you, and we will act on it i.e. if we offer change of address at a self-service kiosk under chip and pin access then any change thereafter is valid and we accept it as coming from you, you will be responsible to ensure that all new details are correct and accurate, hence, we will not be liable for any errors of financial or other losses.

12. Privacy and data protection

12.1 We take the privacy of your personal information very seriously. Our Privacy Notice informs you about:

(a) how we use and look after your personal data, including any data you may provide through our website, or when you request information from us about our products or services or otherwise communicate with us;

(b) when we provide our products and services to you;

(c) when information and personal data is provided to us relating to your relationship with us such as when we use Credit Reference Agencies to perform credit and identity checks; and

(d) your privacy rights and how the law protects you.

12.2 The Privacy Notice is available on our website at alrayanbank.co.uk/privacy or if you prefer, you can contact us by phone or post and we will send you a copy in the post.

12.3 We monitor and regularly update our policies and procedures to maintain the privacy of your personal information. Consequently, our Privacy Notice may change from time to time. We recommend that you check it on a regular basis.
13. **Miscellaneous**

13.1 **You** authorise **us** to set-off any credit balance to which **you** are entitled on any account with **us** in satisfaction of any sum due and payable by **you** to **us**. For this purpose, **you** authorise **us** to purchase, with the moneys standing to the credit of any such account, such other currencies as may be necessary to effect such application.

13.2 **You** hereby authorise **us** to rely on and act, without any liability on **our** part, upon all instructions issued or purported to be issued by **you** by use of your security details and to accept the same as correct, accurate and duly authorised by **you**.

13.3 **We** will not be liable to **you** for any loss **you** suffer where the performance of **our** obligations is impaired by any industrial action, riot, war, terrorist activity, natural disaster, failure of equipment or any other event which is beyond **our** control.

13.4 To help **us** improve **our** service **we** may record or monitor phone calls.

13.5 **We** may from time to time change the conditions, or any of our special conditions, **we** will keep **you** informed at least two months before they are due to take effect. At any time up to sixty days from the date of the notice **you** may, without notice, switch your account or close it without having to pay any extra charge for doing this. These changes will be made unilaterally and rejection of the proposed changes will amount to rejection of the contract and notice of termination. **You** will be deemed to have accepted the changes unless you notify **us** before the proposed date of change. **You** have the right to terminate the contract immediately and without charge before that date. If **we** have made a lot of minor changes in one year, **we** will give **you** a copy of the new terms and conditions or a summary of the changes.

13.6 **We** may from time to time change the products or services that **we** offer **our** customers and **we** may also introduce new products and services for the benefit of **our** customers. **We** will keep you informed of any such developments.

13.7 From time to time, **we** may decide not to exercise some of **our** rights provided by the conditions, or **we** may give you additional time to comply with them. If **we** do so, **we** will still be able to require you to comply strictly with the conditions on a later occasion.

13.8 These conditions are not enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not an account holder.

13.9 **Your** statutory rights are not affected by anything described in these conditions.

13.10 If **you** want to make a complaint **you** should contact **us** and **we** will give you a copy of our Customer Care leaflet. This leaflet explains how you can go about making a complaint to us. **You** can contact **us** by visiting one of **our** branches or offices, by writing to **us** or by telephoning **us** between 9am and 7pm on working days.

13.11 If **you** are unhappy with how **we** handle your complaint, **you** can contact the Financial Ombudsman Service (FOS). The FOS is available to settle certain complaints you make if they cannot be settled through our internal complaints procedures. The contact details of the FOS are as follows:
13.12 Al Rayan Bank PLC is a member of the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000. Further information about compensation arrangements is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

13.13 Al Rayan Bank PLC is a UK bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with authorisation number 229148.

13.14 **We** may transfer all or any of **our** rights in relation to **your** account. **We** may also transfer any of **our** obligations but only to someone **we** consider reasonably to be capable of performing them to the same standard as **us**. All references to **us** in these conditions, **special conditions** and any other relevant conditions would then be read as references to the person to whom any relevant right or obligations were transferred. **You** may not transfer any of **your** rights or obligations in relation to **your** account.

13.15 **Your** tax obligations (and connected persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise and relating to the opening and use of accounts and services provided by **us**. Some countries tax laws may apply to **you** even if **you** do not live there or are not a citizen of that country. **We** do not provide tax advice or are responsible for **your** tax obligations in any country including in connection with any accounts or services provided by **us**. **You** should seek independent legal and tax advice.

13.16 If **you** do not give **us** Tax Information about **you** or a connected person when **we** request it, **we** may make **our** own decision about **your** tax status. This may result in **us** reporting **you** to a Tax Authority, withholding any amounts from products or services **you** have with **us** and paying those to the appropriate tax authority in order for **us** to comply with the relevant laws.

13.17 If **you** are connected with a country (for example because you have income or assets there, or are domiciled or resident there), **you** may be obliged by law to report **your** worldwide income to a tax authority in that country. **You** should take tax advice if **you** are in any doubt about **your** reporting obligations. **We** may also share **your** information with tax authorities in the UK and overseas for these and similar purposes.

### 14. Governing law

14.1 The laws of England govern these conditions.

14.2 **We** both recognise and agree that the payment and or receipt of interest is against Sharia principles. **We** both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and **we** both expressly waive and reject any entitlement to recover interest from the other.
Section B: Online personal banking conditions

1. Online personal banking conditions

1.1 These conditions set out below in addition to consumer banking conditions apply to our online banking service. The below conditions explain the relationship between you and us in relation to our online banking service. You should read these conditions carefully to understand how these services work and your and our rights and duties under them. You should ensure that these conditions contain all the commitments that you are seeking from us in relation to our online banking service and nothing to which you are not prepared to agree. If there is a conflict between these conditions (Section B) and the Consumer Banking conditions (Section A) or any special conditions, these conditions (Section B) shall apply.

1.2 You should read these conditions carefully before accessing or using our online banking service. By applying for this online banking service you accept these conditions and agree that we may communicate with you using secure messages on our online banking service and through notices to all users of our online banking service published on our website www.alrayanbank.co.uk.

1.3 You must regularly check our website and our online banking service for messages and notices for users of our online banking service including notification of changes to these conditions under clause 12 below. You must regularly check our online banking service for secure messages from us.

1.4 When you use our online banking service you must follow the instructions we give you from time to time. You are responsible for ensuring that your computer, software and other equipment meet our requirements in order to use our online banking service. For the latest requirements please visit our website at www.alrayanbank.co.uk.

2. Our online banking service

2.1 Our online banking service provides a range of services for you to use subject to these conditions. You can use the online banking service (either directly or through a TPP) to:

(a) Check the balance on your account(s);
(b) View and obtain details of your recent transactions;
(c) Transfer money between your account(s);
(d) Give us instructions to pay a bill or transfer money to another person’s account;
(e) Set up or cancel standing orders;
(f) Instruct us to make payments (maximum day limits apply per personal customer’s account, for more details contact our customer services on 0800 4086 407).
2.2 You cannot use our online banking service to inform us of your change of address. In accordance with our Consumer Banking Terms and Conditions, you must provide notice of a change of address to us in writing immediately.

2.3 When you give us instructions to transfer money between your accounts held with us or to make a payment out of your account on a working day before the cut-off times listed in clause 5.3 (Section A), we will normally start processing your instructions, via the relevant payment transfer scheme, on the same working day and the beneficiary’s account will be credited with the transfer value as soon as practically possible (for sterling payments within the UK this may be within the same working day or in some cases by the end of the next working day). We will do this by immediately deducting the amount of the payment from your account, subject to cleared funds being available at that time. Your statement will show the payment as being made on the same working day, unless the payment has been requested for a future date. If the payment has been requested for a future date then we will endeavour to process your instructions on that date, if it is a working day. If the future date is not a working day, your instructions will normally be processed on the next working day following the date requested.

2.4 Instructions received after the cut-off times referred to in clause 5.3 (Section A) on a working day or on a non-working day will normally be processed on the next working day.

2.5 You will not be able to make any transfer or other payment if the operation of your account has been restricted by us (in accordance with 5.6, Section A above). Where it is possible for us to do so, we will inform you as soon as reasonably practicable by written notice if your account is or is to become restricted by any means.

3 Using your account safely

3.1 Once your application to use our online banking service has been successful, we will send you separately your user ID and password by post.

3.2 Every time you log on to our online banking service we will ask you to enter your user ID, password and three characters from your memorable information.

3.3 You must not let anyone else operate the online banking service for you other than an authorised TPP.

3.4 You must take steps to keep your security details secure and secret at all times and take steps to prevent unauthorised use of them. For example, you must:

(a) Memorise your password immediately and destroy the advice containing this information.

(b) Not write down or otherwise record your security details in a way that can be understood by someone else.

(c) Never tell anyone your security details including our staff.

(d) When selecting or changing the password or memorable information, do not use words or numbers which are easy to guess, such as a pet’s name, birthdays, phone numbers or sequential characters.
Never record your **security details** on any software which retains it (for example, where any software prompts you to save your **password**). **You** should disable or switch off the options for storing or retaining user IDs and passwords on the internet browser **you** use. Check **your** browser help for instructions.

Keep **your security details** safe at all times.

**We** strongly advise **you** not to use internet banking on publicly accessible computers for example in a library or internet café, as they are not always secure. **If you** must use a public computer take care that no-one can see **you** signing in, protect **your** privacy and don’t leave the computer unattended while **you** are logged onto internet banking and change **your password** the next time **you** sign in on a secure PC.

On logging in to **our online banking service** check whether the web page is secure by:

(a) Checking that the first few characters of the web address in **your** address bar have changed from the usual ‘http’ to ‘https’ – the ‘s’ stands for secure,

(b) Looking for a small padlock icon, in the locked position, in the bottom right-hand corner of **your** screen.

**You** must comply to all instructions **we** issue regarding the safe and secure use of **our online banking service**.

If **you** have a payment account which **you** can access online, **you** may give **your security details** to a **TPP**, authorised by the FCA or any other European regulators, to have access to **your account** information and/or to make withdrawals/payments from **your account**, **we** will not regard that as a breach of these **conditions** above. However, if **you** haven’t registered for online banking prior to registering with a **TPP**, you will have first to activate this facility. **We** will treat any instruction from a **TPP** as if it was from **you** and the terms of this agreement will apply. **We** may deny the access to **TPPs** if **we** reasonably suspect that they are not authorised by **you** or the attempted access is fraudulent. However, if **your** security information is misused as a result, **you** will be responsible for the consequences and losses until **you** notify **us** of that misuse.

**You** must always exit the **online banking service** when leaving the computer, or any other device by which **you** have accessed the **online banking service**, unattended.

**You** must tell **us** immediately of any unauthorised or suspected unauthorised access to **your accounts** or if **you** know or suspect that there have been any unauthorised transactions or instructions (including where this has been initiated via PISPs).. **You** must also tell **us** immediately if **you** suspect someone else knows **your security details**. Contact **us** on 0800 4086 407 during **our** Customer Service Centre opening hours (see www.alrayanbank.co.uk for details) or by sending **us** a secure message (on the understanding that secure messages received after 5pm will be treated as received by **us** the next working day). To help **us** improve **our services** **we** may record or monitor phone calls. **You** must also change **your password** and **memorable information** immediately. **We** may disclose information about **you** or **your account(s)** to the police or other third parties if **we** think it will help prevent or recover losses.
3.10 You should regularly check your record of transactions and statements and inform us immediately of any discrepancy.

3.11 Disconnecting from the sites will not automatically log you off. You must always log off using the log off facility when you are finished. You should never leave your machine unattended whilst you are logged on. As a security measure, if you have not used the online banking service for more than a specified period of time we will ask you to sign in again.

3.12 You should keep your computer secure, keep your software up to date and protected against viruses and spyware:
(a) Use anti-virus software and keep it updated;
(b) Install and learn how to use a personal firewall;
(c) Regularly check for updates to your operating system: newer versions usually offer better security.

4. Your instructions

4.1 Unless you are liable to us under clause 4.2, we will be liable for any losses where instructions are not actually given by you or with your authority and we will credit your account with the amount of the unauthorised payment and any related charges. We accept no further liability towards you.

4.2 You will be liable for all losses (including the amount of any transaction carried out without your authority) before you informed us of any unauthorised access or if you have acted fraudulently or without reasonable care, which includes, but is not limited to, not taking the steps set out in clause 3, and this has resulted in an unauthorised transaction taking place.

4.3 Once you have told us that you know or suspect that there has been unauthorised access, or an unauthorised transaction has been made through your account(s) or that somebody else knows your security details, we will suspend your accounts from the online banking service within a reasonable time. Except where you have acted fraudulently or without reasonable care, you will not be responsible for any unauthorised transactions carried out or unauthorised access after you have notified us and we have had a reasonable time to suspend your accounts from the online banking service.

4.4 When we are trying to recover losses which you or we have suffered as a result of us acting on instructions which you later tell us were not given by you or which were given without your authority, we ask that you co-operate with us and the police. We may disclose information about you or your account to the police, or anybody else, if we believe that it will help prevent or recover losses suffered by you.

4.5 We may refuse to carry out any of your instructions if;
(a) They involve a transaction exceeding a particular value or other limit, which we may impose from time to time unless we agree otherwise;
(b) We feel there is any reason to do so, such as a suspected breach of security;
(c) We are of the view that there is any doubt whatsoever regarding your identity;

(d) We will notify you of our refusal where we are able to do so;

(e) We have any other valid reason for not acting on your instruction.

4.6 Once you have given us an instruction we may not be able to reverse it. If we are reasonably able to do so, we will use reasonable efforts to modify, not process or delay processing any instruction where you request us to do so. We shall not be liable for any failure to comply with such a request unless we were reasonably able and have not used reasonable efforts to do so.

4.7 You must make sure that any instruction is clear, accurate and complete and we are not liable if this is not the case.

4.8 A transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the online banking service and contact centre is available outside those hours.

5. Our liability to you

5.1 We will take reasonable care to ensure that any information provided to you by the online banking service is an accurate reflection of the information contained in our computer systems. If the information is from a third party then we will take reasonable care to ensure that it accurately reflects the information received by us from the third party.

5.2 We accept full liability to you for:

(a) Death or personal injury caused by our negligence or

(b) Any fraud we commit; or

(c) Subject to 5.3(b), if we are have acted in breach of the conditions or in a negligent manner with intent. Nothing in these conditions will exclude or limit that liability.

5.3 Other than any liability to you under clause 5.2 above, in no event will we be liable to you for:

(a) Any business loss including loss of revenue or profits (whether those losses are the direct or indirect result of our fault or failure in providing the online banking service);

(b) Any loss which was not foreseeable to you and us when you accessed or used the online banking service (even if it results from our failure to comply with these conditions or our negligence).

5.4 Due to the nature of the online banking service, we will not be liable to you if we fail, or are interrupted or delayed in the performance of our duties because of any failure or malfunction of any telecommunication or computer services or systems (internally or externally) or equipment or software or because of any other event not reasonably within our control. This includes the breakdown or failure of any clearing system used in connection with the service, the insolvency or default of any participant in such a clearing system or the failure by any other bank to make any payment out or receive money in.
5.5 **We** will not be held responsible or liable for any losses as a result of any errors, failures, delays or distortions in the transmission of information or instructions either from **you** to **us** or **us** to **you**.

5.6 **We** are not liable for any delay or shortcoming by any third party with whom **you** have accounts or otherwise when they are executing **our** instructions to them.

6. **Account types**

6.1 Not all **accounts** may be accessed under the **online banking service**. Please visit **our** website at www.alrayanbank.co.uk for more details.

6.2 **You** will be able to view and manage or view only **your account(s)**. The type of access to **your account(s)** will depend on the **account** type.

6.3 **You** authorise **us** to add all **accounts** including **joint accounts** that **you** hold with **us** now and in the future and which can be used online to the **online banking service**. It is **your** responsibility to secure the agreement of any **joint account** holder in accordance with clause 7.2 below.

7. **Joint accounts**

7.1 If **your account** is a **joint account**, the actions taken and/or instructions given to **us** by any one of **you** will be binding on the other **account** holder or holders without **us** having to make any further enquiries. This includes **your** original application to the **online banking service**.

7.2 **You** should therefore confirm that any other **joint account** holder agrees that the **joint account** may be accessed by **you** through **our online banking service** before applying for **our online banking service**.

7.3 All of these **conditions** will apply to **you** and all other **account** holders who hold a **joint account** with **you**, jointly and severally. This means that all of **you** will be responsible for **your account** individually as well as together.

7.4 **You** will be issued with separate **user IDs** and **you** must each choose **your own password** and **memorable information**.

8. **Secure messaging (post log on)**

8.1 If **you** send **us** a message **we** will aim to respond to **you** as soon as reasonably possible during business **working days**. If **we** are not able to answer **your** query or comply with **your** request at all **we** will let **you** know. Please be aware that once **you** have sent a request it may not be possible to reverse it before it is implemented.

8.2 **You** must not send **us** messages:

(a) Which require immediate attention (for example same day transactional requests such as same day electronic money transfer) in such cases please telephone **us** instead on 0800 4086 407.
(b) Reporting a theft or loss of cheques or debit cards – please telephone us instead on 0800 4086 407.

(c) On behalf of a third party or in relation to our dealings with any third parties.

(d) Which are offensive, frivolous or otherwise inappropriate.

8.3 We may send you messages concerning accounts, products or services which you have with us including the online banking service or any other service related matters.

8.4 We may keep any emails sent to us or from us for a period of time. We do this to check what was written and also to help with training our staff. We will comply with data protection legislation and with the terms of our privacy policy.

8.5 We respect and are committed to protecting your privacy. Our privacy policy, which can be found on our website www.alrayanbank.co.uk, informs you how your personal information is processed and used. We will use our reasonable endeavours to take steps to use your personal information only in ways that are compatible with the privacy policy.

9. Online applications

9.1 You may be eligible to apply online for other products. You will be required to agree to the terms and conditions applicable to the product.

9.2 For a period of 14 days after you register for our online banking service, you have the right to cancel your contract with us. You can also terminate it at any time thereafter. In both cases please write to Customer Services, Al Rayan Bank PLC, PO Box 12461, Birmingham, B16 6AQ or contact us via the online banking service. Cancellation rights in relation to any other product which you apply for online will be as set out in the terms and conditions for that product.

10. Cancelling the service

10.1 We will give you at least 30 days’ prior notice if we wish to end our agreement with you or cancel the online banking service. However, we may give you a shorter period of notice or terminate this agreement and your use of the online banking service without giving you notice:

(a) Where it is reasonably necessary to do so for reasons of security; or

(b) In circumstances beyond our control; or

(c) In the event of fraud; or

(d) In the event of your failure to observe and comply with these conditions.

In such circumstances, we will endeavour to give you such notice as we are reasonably able to give in the circumstances.

10.2 We may suspend any service provided to you under the online banking service without notice where we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security or if we need to suspend the online banking service for maintenance reasons. We will use reasonable efforts to inform you without undue delay through the online banking service and/or our website if a service is not available.
10.3 You also have the right to terminate your use of our online banking service at any time by informing us in writing.

10.4 We may change, amend or supplement our online banking service, for a valid reason, at any time, by giving you notice through our online banking service. We may additionally give notice in our branches (or other offices) or by post (which includes in your statements). Any such changes, amendments or supplements will apply from the date stated in the notice. If the change is to your disadvantage we will give you 30 days’ notice personally through the online banking service and/or by post, email or other means before we make the change.

10.5 Termination of this agreement and your use of the online banking service will not affect any rights we may have against you or any liabilities you may have to us.

10.6 Upon termination, we shall at our discretion either carry out or refuse to carry out any outstanding instruction you may have given to us.

10.7 Upon closure of all of your account(s) which you have registered for the online banking service, your use of the online banking service will terminate automatically.

11. Encryption and viruses

11.1 We use a very high level of encryption which may be illegal in jurisdictions outside the UK, Jersey, Guernsey and Isle of Man. It is your responsibility to ensure that if you are outside the UK, Jersey, Guernsey and Isle of Man, your ability to use the online banking service is permitted by local law and we will not be liable for any loss or damage suffered by you as a result of you not being able to use the online banking service in these jurisdictions or you using the online banking service in contravention of local law.

11.2 It is your responsibility to ensure that you are protected against the transmission of viruses. Due to the nature of the online banking service, we will not be responsible for any loss or damage to your data, software, computer, telecommunications or other equipment caused by you using the online banking service except to the extent that such loss or damage is directly caused by our negligence or deliberate default.

12. Fees, supplementary terms, changes to these conditions

12.1 You are liable for any telephone charges and any charges made by your Internet Service Provider as a result of using our online banking service. Other taxes or costs may exist that are not paid through or imposed by us.

12.2 Currently, we do not make any specific charges for using the online banking service, although we reserve the right to do so in the future. However, if we want to make any change to any of our charges we will give you 30 days’ notice personally through the online banking service and/or by post, email or other means before we make the charges. If you choose to continue to use the online banking service after the charges take effect you authorise us to debit your account(s) with such charges as may be applicable. Where the change relates to payment transactions on a payment account we will make the change in accordance with clause 1.3 in the section headed Purpose of this booklet.
12.3 The site(s) or screens through which you access the online banking service are subject to change by us. Unless we have specifically agreed to give prior notice to you, we may make such changes (including changes to layout) without notification to you.

12.4 We may modify these conditions from time to time if the change is to your disadvantage we will give you 30 days’ notice personally through the online banking service and/or by post, email or other means before we make the change. Where the change relates to payment transactions on a payment account we will make the change in accordance with clause 1.3 in the section headed Purpose of this booklet.

13. Governing law

13.1 Our terms and conditions, these conditions and our dealings with you up until the time we agree to provide the online banking service to you are governed by the laws of England. Any court proceedings must be brought in the English courts.

13.2 We may at any time appoint one or more agents or contractors to provide all or any part of the online banking service and references to ‘we’, ‘us’ or ‘our’ will include references to such agents or contractors.

13.3 These conditions are personal to you. You shall not assign or transfer to anyone any of your rights or obligations under these conditions without our prior written consent.

13.4 Nothing in these conditions shall be deemed to grant any rights or benefits to any person other than you or us.

13.5 If any of these conditions are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect.

13.6 The arrangement whereby we provide you with our online banking service and you abide by our special conditions will continue until such time as either you or we terminate the arrangement in accordance with these conditions.

13.7 If you think we have made a mistake, or if we do not provide the standard of service that you expect please let us know by writing to us at Customer Care Team, Al Rayan Bank PLC, PO Box 12461, Birmingham, B16 6AQ. We will investigate the situation and, if necessary, put steps in place to correct the situation as quickly as possible. Where appropriate, we will take the necessary steps to ensure that the problem does not occur again. We would be grateful if you would allow us the first opportunity to answer your concerns and put matters right. However, if you remain dissatisfied please refer to our customer care leaflet or email us at customercare@alrayanbank.co.uk You may be able to refer your complaint to the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.
Section C: Telephone banking conditions

1. General
1.1 To use our telephone banking service, you will need access to a touch tone telephone and a telephone banking PIN.
1.2 You cannot access our telephone banking service by text phone.
1.3 When you telephone us on the telephone banking service number (or any number notified by us for this purpose), your call will automatically be put through to our telephone banking service.
1.4 Telephone banking service is automatically provided when you open an account and by using our telephone banking service, you agree that these conditions apply to your use of our telephone banking service in relation to any account(s) which we provide or which we may provide to you now or in the future.
1.5 For training and security purposes, we may monitor and/or record your telephone calls with us. Our recordings shall be and remain our sole property.

2. Your telephone banking service
2.1 You can use the telephone banking service (where applicable to your account) to:
   (a) Check the balance on your accounts;
   (b) Obtain details of your most recent transactions;
   (c) Transfer money between your accounts;
   (d) Give us instructions to pay a bill or transfer money to another person’s account;*
   (e) Set up or cancel standing orders and/or direct debits;*
   (f) Make BACS payments to your nominated account;**
   (g) Request a new online banking password;
   (h) Activate your new debit card;
   (i) Speak to a Customer Service Representative in relation to any other enquiry*.

* These services are not available out of working hours and prevailing maximum limits restrictions apply.

** Maximum day limits apply per personal customer’s account (for details contact customer services on 0800 4086 407).
2.2 You cannot use our telephone banking service to inform us of your change of address, this must be notified in writing to us immediately unless we agree otherwise.

2.3 When you give us instructions to transfer money between your accounts held with us or to make a payment out of your account on a working day before the cut-off times listed in clause 5.3 (Section A), we will normally start processing your instructions, via the relevant payment transfer scheme, on the same working day and the beneficiary’s account will be credited with the transfer value as soon as practically possible (for sterling payments within the UK this may be within the same working day or in some cases by the end of the next working day). We will do this by immediately deducting the amount of the payment from your account, subject to cleared funds being available at that time. Your statement will show the payment as being made on the same working day, unless the payment has been requested for a future date. If the payment has been requested for a future date then we will endeavour to process your instructions on that date, if it is a working day. If the future date is not a working day, your instructions will normally be processed on the next working day following the date requested.

2.4 Instructions received after the cut-off time referred to in clause 5.3 (Section A) on a working day or on a non-working day will normally be processed on the next working day.

2.5 You will not be able to make any funds transfer or other payment if the operation of your account has been restricted by us (in accordance with 5.6, Section A above). Where it is possible for us to do so, we will inform you as soon as reasonably practicable by written notice if your account is or is to become restricted by whatsoever means.

2.6 You will only be able to withdraw money from your account(s) in accordance with the special conditions set out for each account.

3. Using your telephone banking service safely

3.1 When you call the telephone banking service, you will be asked for your 8 digit account number, two digits from your telephone banking PIN and your date of birth.

3.2 Where we are unable to identify you based on the information provided to us, you will be transferred to one of our Customer Services Representatives who will ask you additional questions to identify you as our customer.

3.3 We will not be able to assist you with any specific query, if we decide that we are unable to identify you as our customer. We will, however, still be able to assist you in relation to general matters not specific to your account(s).

3.4 When we call you, we will never ask you for your entire telephone banking PIN. We will ask you questions based on information known to us about you and the transactions on your account which will enable us to identify you as our customer.

3.5 Once your application to use our telephone banking service has been successful, you must never tell anyone your telephone banking PIN and you must also take all reasonable steps to:
(a) Take every care to keep your telephone banking PIN secret and to stop anyone else using your telephone banking PIN;

(b) Never write down your telephone banking PIN.

(c) Never disclose more than two digits from your telephone banking PIN to our staff when you call us;

(d) Never disclose any digits from your telephone banking PIN to any other member of our staff not working in the telephone banking service; and

(e) Take care not to be overheard when making use of our telephone banking service.

3.6 You will be liable for any losses incurred as a result of failure to adhere to 3.5.

3.7 You must inform us immediately by telephone on 0800 4086 407 if you know or suspect that an unauthorised call has been made to our telephone banking service or that anyone else knows or has asked you for your telephone banking PIN.

3.8 You must comply with all instructions we issue regarding using your telephone banking service safely.

3.9 If you use a cordless or mobile telephone operating on an analogue network to telephone us, we accept no responsibility if anyone else intercepts or overhears any telephone conversation between you and us.

3.10 You must check your statements as soon as you get them and notify us urgently if you think there has been a mistake.

4. Your instructions

4.1 Once we have checked your identity in accordance with clause 3 in this Section C, we can act on any instructions given to us including payments of money from your account, even if these instructions were not given by you or with your authority.

4.2 Unless you are liable to us under clause 4.3, we will be liable for any losses where instructions are not actually given by you or with your authority and we will credit your account with the amount of the unauthorised payment. We accept no further liability towards you.

4.3 You will be liable for all losses (including the amount of any transaction carried out without your authority) if we can show that you have acted fraudulently or without reasonable care, which includes, but is not limited to, not taking the steps set out in clause 3.5, to allow an unauthorised transaction to take place.

4.4 Except where we can prove that you have acted fraudulently, you will not be responsible for any unauthorised instructions carried out after we have had a reasonable time to put into place additional security measures, once you have told us that you know or suspect that an unauthorised call has been made to our telephone banking service or that somebody else knows your telephone banking PIN in accordance with 3.7 in this Section C.
4.5 When we are trying to recover losses which you have suffered as a result of us acting on instructions which you later tell us were not given by you or which were given without your authority, we ask that you co-operate with us and the police. We may disclose information about you or your account to the police, or anybody else, if we believe that it will help prevent or recover losses suffered by you.

4.6 We may refuse to carry out any of your instructions if;

(a) They involve a transaction exceeding a particular volume or other limits, which we may impose from time to time, and these may be without notice if we determine security measures warrant immediate change, unless we agree otherwise;

(b) We feel there is any reason to do so, such as a suspected breach of security;

(c) We are unable to verify your identity, or

(d) We are of the view that there is any doubt whatsoever regarding your identity.

We will contact you and tell you why, where we are able to.

5. Joint accounts

5.1 If your account is a joint account, the actions taken and/or instructions given to us by any one of you using telephone banking will be binding on the other account holder or holders without us having to make any further enquiries.

5.2 All of these conditions will apply to all of you, jointly and severally. This means that all of you will be responsible for the account individually as well as together.

6. Cancelling the Service

6.1 We will give you at least 30 days prior notice if we wish to end our agreement with you or cancel the telephone banking service. However, we may give you a shorter period of notice or terminate this agreement and your use of the telephone banking service without giving you notice:

(a) Where it is reasonably necessary to do so for reasons of security; or

(b) In circumstances beyond our control; or

(c) In the event of fraud; or

(d) In the event of your failure to observe and comply with these conditions.

In such circumstances, we will endeavour to give you such notice as we are reasonably able to give in the circumstances.

6.2 We may suspend any service provided to you under the telephone banking service without notice where we consider it necessary or advisable to do so, for example to protect you when there is a suspected breach of security. We will use reasonable efforts to inform you without undue delay through our website and/or our branches if a service is not available.
6.3 **You** also have the right to cancel **your** usage of **our telephone banking service** at any time by informing **us** in writing by giving seven (7) **working days’** notice.

6.4 **We** may change, amend or supplement **our telephone banking service**, for a valid reason, at any time, by giving **you** notice in **our** branches (or other offices) and/or online or by post (which includes in **your** statements) or through **our telephone banking service**. Any such changes, amendments or supplements will apply from the date stated in the notice. If the change is for **your** advantage **we** will make the change and notify **you** as soon as practicable afterwards. For all other changes **we** will give **you** 30 days’ prior personal notice which may include inserts in **your** statements.

7. **Governing law**

7.1 The laws of England govern these **conditions**.
General Data Protection Regulation (GDPR)

Under the GDPR you have the right of access to your records.

Should you wish to access this right please write to:

Data Protection Officer,
Data Subject Access Requests,
Customer Care Team,
Al Rayan Bank PLC,
24a Calthorpe Road,
Edgbaston,
Birmingham,
B15 1RP

If we don’t get it right

Al Rayan Bank PLC will endeavour to ensure that you receive the highest standard of service and that you are treated with courtesy at all times. If you are unhappy with any aspect of our service, we would like to know why.

For a copy of our Customer Care leaflet dealing with our complaint handling procedures, please call our Customer Care team on 0800 4086 407.

Membership of the Financial Services Compensation Scheme

Al Rayan Bank PLC is a member of the Financial Services Compensation Scheme.

This scheme may provide compensation, if we cannot meet our obligations. For example, in respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £85,000 of a depositor’s total deposits with the bank.

Most depositors including individuals and businesses are covered. The scheme covers deposits made with the offices of the bank within the European Economic Area.