



AL RAYAN BANK



SHARIA COMPLIANCE GUARANTEED
Profit not interest

Banking you can **believe** in

Consumer **Banking**

Terms and conditions

alrayanbank.co.uk



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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.

2: Words with special meanings

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:

Special word	Meaning
account	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.
card	A plastic multi-purpose card which you may use as a cash withdrawal card or debit card to purchase goods and services.
conditions	The consumer banking terms and conditions that govern your account described in this booklet.
contract	The application form and associated terms and conditions.
joint	Two or more of you .
memorable information	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.
non-payment account	A restricted access account such as, the fixed term deposit accounts and 60 day notice account.
online banking service	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.

Special word	Meaning
password	A confidential sequence of 8 alphanumeric characters (numeric characters only when reset applied) used to identify you when you use our online banking service .
payee	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.
payment account	All flexible accounts such as current accounts and instant access savings accounts.
personal information	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.
PIN	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 .
self-service kiosk	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.
self-service machines	An automated teller machine (ATM) or free-standing machine at which you can use your card to get cash, information and other services.
Sharia Supervisory Committee	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.
special conditions	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.
tariff list	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 .
telephone banking PIN	The personal identification number provided to you to use the telephone banking service .
telephone banking service	The automated telephone banking service provided by us to you for operation of your account(s) .

Special word	Meaning
Third Party Provider (TPP)	<p>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.</p> <p>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).</p>
we, us and our	Al Rayan Bank PLC. Registration No. 4483430. Our registered office is located at 4 Stratford Place, London, W1C 1AT.
user ID	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 .
withdrawal	A withdrawal from your account which is only completed once we have processed your request to pay money out of your account .
working day	Any day on which banks are usually open for business in the United Kingdom, excluding Saturdays, Sundays and bank or other public holidays.
you and your	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.
your accounts	The accounts which you have with us which are accessible through our online and/or telephone banking services .
your security details	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 .



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.

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- 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**.

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- 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:

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

- 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.

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- 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:

Payment type	Cut-off time (on a working day)
Outward UK Sterling CHAPS and Faster Payments	5:00pm
Outward international payments	3:30pm (not available online)

- 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**.

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- 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.

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- 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.

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- 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**

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- (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:
- To stop anyone else using **your card**;
 - Not to keep **your card** with any cheque book for **your account**; and
 - 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:
- Take every care to stop anyone else using it;
 - Immediately destroy the piece of paper **we** send **you** to tell **you** what **your PIN** is;
 - Never write down **your PIN** on **your card**, anything usually kept with it or in any way which could be understood by someone else;
 - Use chip and **PIN** transaction at all possible times beyond any contactless technology permitted use or daily limits; and

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- 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 co-operate 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.

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- 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.

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- 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:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Website www.financial-ombudsman.org.uk
Telephone 0800 023 4567

- 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.



Banking you can believe in

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).

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- 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:
- Memorise your **password** immediately and destroy the advice containing this information.
 - Not write down or otherwise record **your security details** in a way that can be understood by someone else.
 - Never tell anyone **your security details** including **our** staff.
 - 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.

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- (e) 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.
 - (f) 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.

- 3.5 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.
- 3.6 **You** must comply to all instructions **we** issue regarding the safe and secure use of **our online banking service**.
- 3.7 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.
- 3.8 **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.
- 3.9 **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.

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- 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;

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- (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.

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- 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:
- 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.

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- (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.

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- 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**.

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- 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.



Banking you can **believe** in

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).

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- 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:

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- (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.

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- 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.

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- 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**.



Banking you can believe in



AL RAYAN BANK

Want to know more
about any of our
products or services?

Visit:

alrayanbank.co.uk

Call us on: **0800 4083 084***

*Calls may be recorded for training
and security purposes.

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.

Data Protection

Under the prevailing data protection legislation you have the right of access to your records.

Should you wish to access this right, please contact our customer service team or write to:

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

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. Most depositors including individuals and businesses are covered.

For more information about the Financial Services Compensation Scheme, visit www.alrayanbank.co.uk/fscs

Al Rayan Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our firm reference number is 229148. Al Rayan Bank PLC is incorporated and registered in England and Wales. Registration No. 4483430. Registered office: 4 Stratford Place, London, W1C 1AT.



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