

## **The complaint**

Mr Z complains about how Al Rayan Bank PLC communicated with him after he applied for an account.

## **What happened**

Mr Z says he applied for an Al Rayan account in November 2022. He says he received an e-mail from the bank on 20 November 2022 telling him it would “contact you shortly”. Mr Z says he thought that contact would be by e-mail. He says he contacted Al Rayan in early 2024 and was told it had sent an application to him via the post. Mr Z says he wasn’t told the contact would be via post and says Al Rayan has failed to communicate appropriately with him. He would like £150 compensation for the frustration and stress he has been caused.

Al Rayan says Mr Z applied for the account on 20 November 2022 and it wrote to him on 8 December 2022 with the application form as well as an information request. It says it was sent to Mr Z’s address and closed the application when Mr Z didn’t respond. Al Rayan questions why Mr Z waited until January 2024 to contact it.

Mr Z brought his complaint to us, and our investigator didn’t uphold it. The investigator thought it up to Al Rayan to decide how it communicated with its customers and thought the letter was correctly addressed. The investigator didn’t think Al Rayan was responsible for the safe delivery of the mail and thought the terms and conditions said identity documents may be required. And it was a reasonable assumption that they should be sent via the post.

Mr Z doesn’t accept that view and says the communication was unclear and questions what a reasonable time-period is to have contacted Al Rayan.

## **What I’ve decided – and why**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

Having done so I don’t uphold this complaint and can’t fairly conclude Al Rayan misled Mr Z.

There is no dispute that Mr Z applied for the account and Al Rayan e-mailed him to tell him it would contact him shortly. I’m satisfied that e-mail made no reference to how that contact would be made and so I can’t see how Mr Z can conclude the e-mail was misleading. If the e-mail said, for example the contact would be via e-mail, but was by post, then that would potentially be misleading. But I’m satisfied that is not what took place here and I’m satisfied Al Rayan’s communication was clear- it said it would contact Mr Z and it did.

I have looked carefully at Al Rayan’s records and can see it wrote to Mr Z on 8 December 2022. I’m satisfied the address was correct and that it wanted further documents before considering the account application. I’m satisfied it’s up to Al Rayan to decide what documents it wanted and that it’s up to it to decide how it communicates with its customers or potential customers. So, I don’t think Al Rayan made a mistake or acted unfairly by writing to Mr Z and I can’t fairly hold it responsible for the safe delivery of mail if Mr Z didn’t receive

it.

I can see Mr Z questions the time period to have contacted Al Rayan. I would have expected Mr Z to have reasonably realised within a short time period that he hadn't received any further communication from Al Rayan after the initial e-mail. And that it reasonable to have expected him to have contacted Al Rayan within weeks of that initial contact rather than waiting over a year. I don't think Al Rayan made a mistake or acted unfairly by closing the account application in these circumstances and can't see how it would have known Mr Z hadn't received the letter.

Overall, I find Al Rayan did what it said it would do and didn't mislead Mr Z. In any event I can't see how this issue would have had any real impact on Mr Z save for him requesting an update on his application in January 2024. It follows that I can't fairly order Al Rayan pay Mr Z the £150 compensation he would like.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr Z to accept or reject my decision before 4 May 2024.

David Singh  
**Ombudsman**