

# **Consumer Banking**

**Terms and Conditions** 

# **Contents:**

- Introduction
   Purpose of this booklet
- **2. Section A**Current Account
- **3. Section B**Online Personal Banking
- **4. Section C**Telephone Banking Conditions



#### **Consumer Banking Terms and Conditions**

#### Introduction

#### 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**.
- There are two new categories of accounts introduced by the Payment Services Regulation 2009, 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 months 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 0845 6060 786.





# **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	means <b>your</b> current or any other account(s), products and services <b>you</b> hold with us or we may offer. These <b>conditions</b> apply to <b>you</b> even if the name on the <b>account</b> or the number changes.
card	means a plastic multi-purpose <b>card</b> which <b>you</b> may use as a cash withdrawal <b>card</b> or debit <b>card</b> to purchase goods and services.
conditions	means the consumer banking terms and conditions that govern your account described in this booklet.
contract	means the application form and associated terms & conditions.
joint	means two or more of <b>you</b> .
memorable information	means a confidential combination of between 6 and 10 alphanumeric characters chosen by <b>you</b> to identify yourself when <b>you</b> use <b>our online banking service</b> . For Example <b>you</b> might choose a place name or a memorable event.
non-payment account	means a restricted access <b>account</b> such as, the fixed term deposit accounts and 60 day notice account.
online banking service	means the service with <b>your account</b> (that <b>we</b> may automatically provide when <b>you</b> open an <b>account</b> ) which allows <b>you</b> to view and manage <b>your account(s)</b> by using the internet or any other means that <b>we</b> may make available in future.
password	means a confidential sequence of 8 alphanumeric characters (numeric characters only when reset applied) used to identify <b>you</b> when <b>you</b> use <b>our online banking service</b> .
payee	means the person named on a cheque to whom the amount described on the cheque is to be paid.
payment account	means a flexible account such as, current accounts and on demand savings account.
personal information	means personal and financial information about <b>you</b> that <b>we</b> obtain from <b>you</b> , from <b>our</b> own credit or anti-fraud checks or from third parties such as credit reference agencies, fraud protection agencies or other organisations.
PIN	means a "personal identification number" and is a confidential number which allows <b>you</b> to use <b>your</b> debit <b>card</b> to buy things, withdraw cash and use other services at <b>self-service machines</b> .
self-service kiosk	means <b>our</b> own self service terminals, located within branch and other locations that allows <b>you</b> access to <b>your account(s)</b> information and transfer of funds using <b>your</b> debit <b>card</b> and <b>PIN</b> access.
self-service machines	means an automated teller machine (ATM) or free-standing machine at which <b>you</b> can use <b>your card</b> to get cash, information and other services.

Sharia Supervisory Committee	means the committee <b>we</b> have established comprising of eminent religious scholars to advise <b>us</b> on the Sharia rules and principles upon which <b>your account</b> and all <b>our</b> products and services will operate.
special conditions	means the <b>special conditions</b> that govern any products and services that <b>you</b> may apply for which for example include but not limited to <b>our</b> fixed term deposit accounts, 60 day notice account and on demand savings account.
tariff list	means the list of charges, costs, fees or other expenses which apply to <b>your account</b> and which is given to <b>you</b> when <b>you</b> open an <b>account</b> with <b>us</b> .
telephone banking PIN	means the personal identification number provided to <b>you</b> to use the <b>telephone banking service</b> .
telephone banking service	means the automated <b>telephone banking service</b> provided by <b>us</b> to <b>you</b> for operation of <b>your account(s)</b> .
we, us and our	means Islamic Bank of Britain PLC (IBB). Registration No. 4483430. <b>Our</b> registered office is situated at Edgbaston House, 3 Duchess Place, Hagley Road, Birmingham B16 8NH, United Kingdom.
user ID	means a confidential number generated automatically by <b>our</b> system and sent to <b>you</b> . This is the first of <b>your</b> log on details required for accessing <b>our online banking service</b> .
withdrawal	means a <b>withdrawal</b> from <b>your account</b> which is only completed once <b>we</b> have processed <b>your</b> request to pay money out of <b>your account</b> .
working day	means 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	means the person or persons signing the application form for an <b>account</b> or any of <b>our</b> services such as <b>online banking</b> and <b>telephone banking</b> and the words " <b>you</b> " and " <b>your</b> " are to be construed according to the context. If <b>your account</b> is held jointly, these <b>conditions</b> and the <b>special conditions</b> (if applicable) apply to all of <b>you</b> individually as well as together.
your accounts	means the <b>accounts</b> which <b>you</b> have with <b>us</b> which are accessible through <b>our online</b> and/or <b>telephone banking services</b> .
your security details	means <b>your password</b> and <b>memorable information</b> together with any other security information which <b>we</b> may ask for from <b>you</b> from time to time so that <b>you</b> may access <b>our online</b> and/or <b>telephone banking services</b> .

Section A

**Current Account** 



#### Section A

#### **Current Account**

#### 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 be at least 18 years old. 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 0845 6060 786, by asking staff at one of our branches for a current tariff list or by checking on our website, www.islamic-bank.com. 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 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 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.
- 2.8 **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.
- 2.9 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.
- 2.10 **We** do not permit overdrafts, so **you** must not allow **your account** to become overdrawn.
- 2.11 **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.
- 2.12 **You** have the right to obtain a copy of the **contract** at any time.
- 2.13 **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.**

#### 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 2.30pm on a working day. If you make payment into your account after this 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 take five **working days** to clear 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 paid into the branch of another accepting bank will usually take three **working days** to clear. Cheques or a combination of cash and cheques paid into the branch of another accepting bank will usually take five **working days** to clear.
- 4.3 The balance of **your account** may include cheques and other items not yet cleared and **we** will refuse to let **you** make a **withdrawal** against uncleared deposits.
- 4.4 If a cheque is returned unpaid (i.e. a returned cheque) **we** will deduct the returned unpaid amount from **your account** and will tell **you** that this has been done. **We** may re-present the cheque to the bank of the person who issued it, or **we** may return it to **you**. **We** may charge **you** a service fee if **we** have to do this.
- 4.5 If **you** send **us** cheques by a delivery service, a courier or through the post, **we** will only accept responsibility for payments once they have been received and checked by **us**. **We** do not accept responsibility for cash sent to **us** by a delivery service, a courier or through the post.
- 4.6 If the total amount of the payments into **your account** is added up incorrectly on the paying-in slip and the difference is over £1, **we** will correct it and add the right amount to **your account**. **We** will tell **you** that **we** have done this. If the difference is £1 or under, **we** will correct the amount but will not tell **you** that **we** have done so.





- 4.7 **We** do not allow cheques made out to another person to be paid into **your account.**
- 4.8 Where legal reasons require, or in certain limited circumstances beyond **our** control, the payment of a cheque into **your account** may be prevented or may take longer than the time periods set out in clause 4.2.

#### Foreign cash and cheques

- 4.9 **We** will accept foreign currency payments into **your account** by electronic payment. If **you** make or we receive such a payment into **your account**, **we** will first convert the foreign currency into pounds sterling at **our** then prevailing exchange rate (at the best rate available to **us** for this purpose) but **we** reserve the right to make a charge for this service. **We** will advise **you** in writing of the transaction details as soon as practically possible.
- 4.10 If **you** pay a foreign currency cheque into **your account** and **we** agree to collect the payment from the foreign bank, **your account** will be credited once the cheque has cleared and **we** have received the funds from the foreign bank without recourse. The credit will be less any third party banking/clearing charges that **we** will advise **you** once **we** are notified, in addition to **our** own charges which **we** advise on **our** tariff list.
- 4.11 If the cheque is returned unpaid **we** will have recourse to **you** (as well as anyone who has signed or endorsed the cheque) and **we** will be entitled to deduct the amount credited to **your account** in respect of that cheque reconverted into the currency of the cheque. That means that if the relevant currency exchange rate has changed in the interim **we** may debit **your account** with a greater amount than the sum **we** originally added.
- 4.12 Because some countries operate foreign exchange restrictions and controls it may not always be possible for **us** to collect a cheque made payable in a foreign currency.
- 4.13 **Our** current charges are published in **our tariff list** and include the fees **we** charge for payments of foreign currency and cheques into **your account**.

#### 5. Payments out of your account

- 5.1 Subject to there being sufficient cleared funds in **your account**, **you** may make a **withdrawal** of money from **your account** by any of the methods set out below:
  - 5.1.1 by using **your card** (if this facility is available to **you**) at a **self-service machine** or by making purchases in a shop online, over the telephone etc.; or
  - 5.1.2 over the counter at one of **our** branches by writing a cheque (**you** may need to arrange this with **us** depending on the amount **you** wish to withdraw); 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 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 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.
- 5.4 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.
- 5.5 **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.
- 5.6 We do not charge our customers for making withdrawals from self-service machines although the operator of the self-service machine may levy a charge when you use certain self-service machines and they will clearly advise you, awaiting your acceptance to proceed. However, if you make a withdrawal from a self-service machine while you are outside the UK, a charge will apply. Our current charges are published in our tariff list.
- 5.7 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.

# 6. Writing cheques and stopping payments

- 6.1 If **we** have agreed to provide **you** with a cheque book, it is **your** responsibility to ensure that each cheque **you** issue is completed correctly. **You** must not alter or amend in any way the printed writing on the cheques. The printed writing is important for a number of reasons and if changes are made **we** may refuse to honour the cheque.
- 6.2 When **you** write a cheque, write clearly the name of the **payee**, the amount in words and figures as well as the date. **You** must sign the cheque otherwise the cheque will not be valid for payment.
- 6.3 **You** should not write a future date on a cheque, as it may not prevent the person to whom **you** give it from paying it into their bank **account** before that date. If this happens **we** will not be liable to **you** for any loss that **you** may suffer as a result.
- 6.4 **You** may only write cheques for sterling amounts. If **you** want to make a payment to another person in a foreign currency **we** can advise how best to do this.
- 6.5 You must keep your cheques secure and there is important information about the security of your cheque book and writing cheques inside the front cover of the cheque book that we will provide to you. This information forms part of these conditions. You will be liable for any losses incurred as a result of failing to keep your cheques secure.
- 6.6 If we have issued you with a card you may use your card to also guarantee cheques (if applicable and as far as this service is available) that you issue up to the amount shown on the back of the card. The payee will write your card number on the back of the cheque and will check that the signatures on your card and cheque match. We will guarantee payment of the cheque up to the amount shown on the card. Because we guarantee





**your** cheque, **you** are unable to "stop" its payment (see conditions 6.9 and 6.10 below for further information on "stopping cheques").

- 6.7 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.
- 6.8 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.
- 6.9 **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 or if **you** have used **your card** to guarantee the cheque.
- 6.10 When **you** contact **us** with an instruction to "stop" a cheque **you** must give **us** as much information as possible about the cheque **you** want "stopped". **We** will need to know who the **payee** is, the cheque number, the amount and the date written on the cheque. A service fee is charged by **us** for "stopping" a cheque unless **your** request is because **your** cheque book has been stolen.
- 6.11 **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.
- 6.12 If **you** suspect that a cheque or several cheques have been used fraudulently, **you** must inform **us** and the police immediately. **You** agree that if **your** cheques have been used fraudulently, **we** may disclose information relating to such fraudulent use and **your account** generally to the police.

#### 7. Foreign transactions

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

#### 8. Statements

- 8.1 Statements will be sent to **you** (by post and/or online or any other electronic method agreed between us now or when made available such as text messages, which may also include **special conditions**) monthly (unless otherwise agreed) or if required by law or any regulation.
- 8.2 Apart from sending **you** a regular statement, **you** may request a mini-statement at any of **our** branches. **We** will require **you** to produce identification before **we** give out any **account** information.
- 8.3 Upon receipt of **your** statement, **you** should check it to make sure that all entries are correct. If **you** think an entry is wrong **you** should inform **us** immediately so that **we** can investigate the entry for **you** and resolve the matter.
- 8.4 **We** will ensure that all transactions on **your account** are properly recorded. If however for any reason, there is

a mistake or error in the recording of any transaction (either a credit or a 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**.

#### 9. Additional services

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

- 9.1 Standing orders and direct debits
  - 9.1.1 Standing orders and direct debits are ways in which **you** can make regular payments. **You** can instruct **us** to make a regular payment by completing a standing order form (available from any branch) and by giving **us** details of the person or company to whom **you** want payments to be made. A direct debit authorises **us** to debit money from **your account** when **we** receive instructions from a specified company or person. A direct debit is set up directly by **you** with the specified person or party.
  - 9.1.2 **You** can cancel a standing order or a direct debit by contacting **us**. Should **you** wish to do so, **you** must notify **us** in writing at least five **working days** before the date on which the standing order or direct debit payment is due. If **you** are cancelling a direct debit, **you** should also inform the specified person or party.
  - 9.1.3 Please note if **you** are to make a scheduled payment for one of **our** products or services and that commitment falls on a non business **working day** and **we** are to collect such funds and apply to **your account**, **we** will do so by rolling the payment over to the next available working business day.

#### 9.2 Debit card facility

- 9.2.1 When you open your account you can ask for a card. Our card can be used as a debit card (to pay for goods and services from retailers/merchants) and cash withdrawal card (i.e. for use in a self-service machine) although you may not be eligible for some or all of these features. We will tell you what features you qualify for when a card is granted.
- 9.2.2 When **we** send **you** a **card** make sure that **you** read the information that **we** provide **you** along with **your card**. The information will inform **you** of how to use the **card** and what to do if **your card** becomes lost or is stolen.
- 9.2.3 Upon receipt of **your card you** must sign it immediately on the reverse with a ballpoint pen. **Your card** only becomes operative when **you** have correctly completed the activation process set out in the instructions delivered with it.
- 9.2.4 **Our** system will automatically generate a **PIN** for **you** although **you** may change it at a **self-service machine** when **you** use **your card** for the first time where the **self-service machine** offers this service. **You** will be able to use the same **PIN** to make transactions with **your card**.
- 9.2.5 **Your card** belongs to **us** at all times and must be sent back if **we** ask for it. It is only valid from the "valid from" date shown on the **card** until the "expiry date" which is also shown on the **card**. Prior to the expiry date, **we** may send **you** a replacement card which **you** should sign immediately. The old **card** should be destroyed by cutting it twice through the magnetic stripe and once through the chip.
- 9.2.6 **We** will usually debit card transactions on the same **working day**. Once a payment made by a **card** has





been authorised **you** can no longer cancel it. If a supplier gives **you** a refund, **we** will credit **your account** after the refund is received from the supplier.

- 9.2.7 You may not use your card to become overdrawn on your account.
- 9.2.8 **Your card** may also act as a cheque guarantee card and may be used to guarantee cheques (if applicable and as far as this service is available). Please see condition 6.6 for further information on how to guarantee cheques.
- 9.2.9 **You** must not use **your card** to carry out a transaction that is prohibited by Sharia (as determined by **our Sharia Supervisory Committee**).
- 9.3 Looking after your card
  - 9.3.1 At all times, **you** must take care:
    - (a) to stop anyone else using **your card**;
    - (b) not to keep **your card** with any cheque book for **your account**; and
    - (c) to keep **your card** safe and to prevent it from being lost, stolen or used by anyone else.
  - 9.3.2 **You** must only tell or show someone the numbers printed on **your card** if **you** are carrying out a transaction or if **you** are guaranteeing a cheque.
  - 9.3.3 You must take all reasonable steps to keep your PIN secret at all times and you must:
    - (a) take every care to stop anyone else using it;
    - (b) immediately destroy the piece of paper we send you to tell you what your PIN is; and
    - (c) never write down **your PIN** on **your card**, anything usually kept with it or in any way which could be understood by someone else.
    - (d) use chip and **PIN** transaction at all possible times.
    - (e) register **your** card onto the MasterCard Securecode service and when making payments online to merchants, use **your** confidential Securecode and never reveal it to any third party.
  - 9.3.4 **We** may replace **your card** (including re-numbering) at any time.
  - 9.3.5 Where a retailer or supplier of services asks **us** for authorisation before accepting payment by the **card**, **we** may decide not to give authorisation if:
    - (a) the **card** has been reported lost or stolen;
    - (b) we have reason to suspect it has been lost or stolen;
    - (c) you or other card holders to the account have broken the conditions;
    - (d) taking **account** of all other transactions **we** have authorised, including those not yet charged to the **account**, there are insufficient funds available in the **account**.
    - (e) or for any other security reason we may not be at liberty to disclose.

- 9.3.6 If **your card** is used before **you** receive it, **you** will not have to pay anything unless **you** have acted fraudulently or without reasonable care (which means you intentionally or with reckless disregard fail to take 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 £50 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 reckless disregard fail to take care of **your** card 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 0845 6060 786 (or any other telephone number that **we** advise **you** on pre-recorded messages when **our** contact centre is closed) whereby **we** will block the **card** to prevent fraudulent use.
- 9.3.11 If **you** do not recognise a **card** transaction which appears on **your** statement, **we** will give **you** more details if **you** ask **us** 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.
- 9.3.12 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**.
- 9.3.13 **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 **we**ll as any outstanding fees or charges associated with **your account** and payable by **you** in accordance with any **condition** or **special condition**.
- 10.5 On closing **your account we** will return the balance (if any) on the **account** to **you** by cheque or as **we** agree with **you** unless **we** are prohibited from doing so by law.
- 10.6 On closing **your account** if there is a balance on the **account** less than £1, **you** agree and authorise **us** that **we** may pay the balance left in **your account** to a charity of **our** own choice.

#### 11. Notices and change of address

- 11.1 **We** will send all written notices, letters and statements to the address last known to **us**. Written notices will be deemed to have been received five **working days** after they have been sent by **us**. If the address last known to **us** is abroad the period will extend to fourteen working days.
- 11.2 As communicating with **you** is so important **you** must advise **us** immediately in writing if **your** address changes. If **you** fail to advise **us** of a change of address and **we** incur costs as a result, **you** may have to reimburse **us** for those costs.
- 11.3 **We** may suspend **your account** from all operational activity if **we** become aware of returned mail/gone away postal notifications from **your** primary correspondence address until such time that **we** can re-establish to **our** satisfaction, communication with **you**/all account holders, and ascertain reason for such returned correspondence. **We** are not obliged to render the **account** operationally inactive in such situations but may do so if deemed necessary.
- 11.4 If you do not use your account(s) or contact us during a set period, as determined by us, we may make your account dormant without notice to protect both you and us. If you ask us, we will tell you how you can access your dormant account. If you have money in a dormant account, it will remain your property (or if you die it will form part of your estate).
- 11.5 Notices given by either **you** or **us** under these **conditions** or under any **special conditions** will only be valid if given in writing.
- 11.6 Where chip and PIN technology is used to access any of **our self-service Kiosk** or other equipment **we** may supply, **we** will deal with any such instructions as valid authenticated instructions from **you**, and **we** will act on it i.e. if **we** offer change of address at a **self-service kiosk** under chip and pin access then any change thereafter is valid and **we** accept it as coming from **you**, **you** will be responsible to ensure that all new details are correct and accurate, hence, **we** will not be liable for any errors of financial or other losses.

#### 12. Privacy and data protection

- 12.1 **We** will treat all **your personal information** as private and confidential (even when **you** are no longer a customer). **We** will not reveal **your** name, address or any details of **your** relationship with **us** to anyone including other companies in **our** own group, other than in the following exceptional cases:
  - 12.1.1 where we have to give information by law; or
  - 12.1.2 where there is a duty to the public to reveal the information; or
  - 12.1.3 where **our** interests require **us** to give the information (for example to prevent fraud) but **we** will not use this as a reason for giving **personal information** or information about **your account** to anyone else; or
  - 12.1.4 where **you** or the individual concerned ask **us** to reveal the information, or **you** have given **your** consent; or
  - 12.1.5 where **we** need to pass **your personal information** to other companies in **our** group to ensure the efficient management of **your account** with **us**. Where **we** do this, **your personal information** will not be used by them for the purposes of marketing without **your** express consent or, where relevant, the express consent of the person concerned; or
  - 12.1.6 where **we** need to outsource work to third parties. When **we** need to do this **we** will require the third party to observe the same levels of confidentiality and security that **we** do. When **we** need to give **your personal information** to such a third party **we** will require them to meet the same levels of privacy and confidentiality as **we** demand from **our** own operations and at all times to abide by the appropriate legal requirements; or
  - 12.1.7 where **we** transfer **our** rights or obligations under this agreement.
- 12.2 When **we** consider **your** application, and from time to time during **your** relationship with **us**, **we** may need to make a credit search about **you** at a credit reference agency. These searches may include information taken from the Electoral Register. The agency that **we** approach will keep details of the type of search **we** request, even if **your** application with **us** does not proceed.
- 12.3 Other organisations may subsequently use the records and information held by the credit reference agency that **we** approach to carry out a credit search, including the details of a credit decision made about **you** or other persons associated with **your** application.
- 12.4 As well as using outside agencies to carry out credit and identity checks **we** will need to carry out **our** own credit checks to assess **your** application or to check details relevant to **your** existing **account** with **us**. Where **we** do this, **we** may also use **our** own credit-scoring methods and carry out **our** own identity checks, including searching the Electoral Register.
- 12.5 **We** need to make these searches so that **we** obtain sufficient credit information to make a proper assessment of which of **our** products and services are most suited to **your** needs and to help verify **your** identity. Carrying out these searches enables **us** to open an **account** more quickly and helps to lessen the risk of fraud or other criminal activity taking place.
- 12.6 To help **us** form an accurate view of **your** existing financial commitments, searches made by **us**, or a credit reference agency, may "link" to the records of others that have entered into **joint** financial obligations with **you** (such as business partners and, if relevant, husbands, wives or other family members). Existing information held by credit reference agencies about **you** may be "linked" to other persons in this way. If so, **you** may be treated as financially "linked" for the purposes of any application **you** make to **us**, which means that **you** may





be assessed in relation to **joint** obligations as **we**ll as those for which **you** are solely responsible.

- 12.7 If **you** apply for one of **our** products or services with another person or persons (for example in a **joint account**) **you** are declaring that **you** are entitled to disclose information about the other person or persons and authorise **us** to search, "link" or record information. Where **we** carry out a search through a credit reference agency a "link" will be created by the agency between **you** and the other person or persons. By making the application **you** and the other person or persons understand that each other's information will be taken into account in future applications by any of **you**.
- 12.8 **We** may give details of the services and products that **you** have, and the way that **you** manage **your account**, to a credit reference agency. If **you** fail to comply with the **conditions** or the **special conditions**, **we** may tell a credit reference agency and this may affect **your** ability to obtain financial services elsewhere.
- 12.9 Any of the information that **we** gather from a credit reference agency or **our** own research may be used by **us** for the management of **your account**, identification purposes, debt tracing and the prevention of money laundering.
- 12.10 **We** will check **your** details with fraud prevention agency/agencies and if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations also access and use this information to prevent fraud and money laundering for example when;
  - 12.10.1 checking details on applications for credit and credit related or other facilities;
  - 12.10.2 managing credit and credit related accounts or facilities;
  - 12.10.3 recovering debt;
  - 12.10.4 checking details on proposals and claims for all types of insurance;
  - 12.10.5 checking details of job applicants and employees;

Please contact **us** on 0845 6060 786 if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

- 12.11 You have a right to access records held by a credit reference or fraud prevention agency. If you ask, we will tell you how to get a copy of the information that credit reference agencies have about you, or their leaflets that explain how credit referencing works. You should contact them directly and there may be a small charge for this. We are happy to provide contact details for such agencies on request.
- 12.12 Sometimes **we** may be approached by another person requesting that **we** provide a financial reference about **you**. If this happens **we** will contact **you** and ask **you** to provide **your** written permission to do this.

#### 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.
- 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** 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 5pm 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 0845 080 1800

- 13.12 Islamic Bank of Britain 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 Islamic Bank of Britain Plc is a UK bank authorised by the Financial Services 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**.

# 14. Governing law

- 14.1 The laws of England govern these **conditions**.
- 14.2 We both recognise and agree that the payment and or receipt of interest is against Sharia principles. We both agree with each other that neither of us will in any proceedings against the other, claim interest from the other and we both expressly waive and reject any entitlement to recover interest from the other.

Section B
Online Personal Banking





#### **Section B**

#### 1. Online Personal Banking

- 1.1 These **conditions** apply to **our online banking service**. They 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 these **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.islamic-bank.com.
- 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.islamic-bank.com.

#### 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** 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 0845 6060786).
- 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 advised cut off times which **we** may change from time to time (4.00 pm. to allow three (3) **working day** clearance using the BACS system and 3.00 pm. to allow same day UK CHAPS payment and the processing of any international payment), **we** will normally start processing **your** instructions on the same **working day**. **We** will do this by 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 advised payment cut off time referred to in clause 2.3 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 5.5, 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.
- 3.4 **You** must take steps to keep **your security details** secure and secret at all times and take steps to prevent unauthorised use of them. For example, **you** must:
  - (a) memorise your **password** immediately and destroy the advice containing this information.
  - (b) not write down or otherwise record **your security details** in a way that can be understood by someone else.
  - (c) never tell anyone **your security details** including **our** staff.
  - (d) when selecting or changing the **password** or **memorable information**, do not use words or numbers which are easy to guess, such as a pets name, birthdays, phone numbers or sequential characters.
  - (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 with all instructions **we** issue regarding the safe and secure use of **our online banking service**.
- 3.7 If **you** give **your security details** to a third party aggregation service (i.e. a service which brings **your** on-line accounts and assets together, to allow **you** to view balances and manage **your** money from one location), **we** will not regard that as a breach of these **conditions** above. 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. You must also tell us immediately if you suspect someone else knows your security details. Contact us on 0845 6060 786 during our Customer Service Centre opening hours (see www.islamic-bank.com for details) or by sending us a secure message (on the understanding that secure messages received after 5pm will be treated as received by us the next working day). To help us improve our services we may record or monitor phone calls. You must also change your password and memorable information immediately. We may disclose information about you or your account(s) to the police or other third parties if we think it will help prevent or recover losses.
- 3.10 **You** should regularly check **your** record of transactions and statements and inform **us** immediately of any discrepancy.
- 3.11 Disconnecting from the sites will not automatically log **you** off. **You** must always log off using the log off facility when **you** are finished. **You** should never leave **your** machine unattended whilst **you** are logged on. As a security measure, if **you** have not used the **online banking service** for more than a specified period of time **we** will ask **you** to sign in again.
- 3.12 **You** should keep **your** computer secure, keep **your** software up to date and protected against viruses and spyware:
  - (a) use anti-virus software and keep it updated;
  - (b) install and learn how to use a personal firewall;
  - (c) regularly check for updates to **your** operating system: newer versions usually offer better security.

#### 4. Your instructions

- 4.1 Unless **you** are liable to **us** under clause 4.2, **we** will be liable for any losses where instructions are not actually given by **you** or with **your** authority and **we** will credit **your account** with the amount of the unauthorised payment and any related charges. **We** accept no further liability towards **you**.
- 4.2 **You** will be liable for all losses (including the amount of any transaction carried out without **your** authority) before **you** informed **us** of any unauthorised access or if **you** have acted fraudulently or without reasonable care, which includes, but is not limited to, not taking the steps set out in clause 3, and this has resulted in an unauthorised transaction taking place.
- 4.3 Once **you** have told **us** that **you** know or suspect that there has been unauthorised access, or an unauthorised transaction has been made through **your account(s)** or that somebody else knows **your security details, we** will suspend **your accounts** from the **online banking service** within a reasonable time. Except where **you** have acted fraudulently or without reasonable care, **you** will not be responsible for any unauthorised transactions

carried out or unauthorised access after **you** have notified **us** and **we** have had a reasonable time to suspend **your** accounts from the **online banking service.** 

- 4.4 When **we** are trying to recover losses which **you** or **we** have suffered as a result of **us** acting on instructions which **you** later tell **us** were not given by **you** or which were given without **your** authority, **we** ask that **you** co-operate with **us** and the police. **We** may disclose information about **you** or **your account** to the police, or anybody else, if **we** believe that it will help prevent or recover losses suffered by **you**.
- 4.5 **We** may refuse to carry out any of **your** instructions if;
  - (a) they involve a transaction exceeding a particular value or other limit, which **we** may impose from time to time unless **we** agree otherwise;
  - (b) we feel there is any reason to do so, such as a suspected breach of security;
  - (c) **we** are of the view that there is any doubt whatsoever regarding **your** identity;
  - (d) we will notify you of our refusal where we are able to do so;
  - (e) we have any other valid reason for not acting on your instruction.
- 4.6 Once **you** have given **us** an instruction **we** may not be able to reverse it. If **we** are reasonably able to do so, **we** will use reasonable efforts to modify, not process or delay processing any instruction where **you** request **us** to do so. **We** shall not be liable for any failure to comply with such a request unless **we** were reasonably able and have not used reasonable efforts to do so.
- 4.7 **You** must make sure that any instruction is clear, accurate and complete and **we** are not liable if this is not the case.
- 4.8 A transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the **online banking service** and contact centre is available outside those hours.

#### 5. Our liability to you

- 5.1 **We** will take reasonable care to ensure that any information provided to **you** by the **online banking service** is an accurate reflection of the information contained in **our** computer systems. If the information is from a third party then **we** will take reasonable care to ensure that it accurately reflects the information received by **us** from the third party.
- 5.2 **We** accept full liability to **you** for:
  - (a) death or personal injury caused by our negligence or
  - (b) any fraud we commit; or
  - (c) subject to 5.3(b), if **we** are have acted in breach of the **conditions** or in a negligent manner with intent.

Nothing in these **conditions** will exclude or limit that liability.

- 5.3 Other than any liability to **you** under clause 5.2 above, in no event will **we** be liable to **you** for:
  - (a) any business loss including loss of revenue or profits (whether those losses are the direct or indirect result of **our** fault or failure in providing the **online banking service**);





- (b) any loss which was not foreseeable to **you** and **us** when **you** accessed or used the **online banking service** (even if it results from **our** failure to comply with these **conditions** or **our** negligence).
- 5.4 Due to the nature of the **online banking service**, **we** will not be liable to **you** if **we** fail, or are interrupted or delayed in the performance of **our** duties because of any failure or malfunction of any telecommunication or computer services or systems (internally or externally) or equipment or software or because of any other event not reasonably within **our** control. This includes the breakdown or failure of any clearing system used in connection with the service, the insolvency or default of any participant in such a clearing system or the failure by any other bank to make any payment out or receive money in.
- 5.5 **We** will not be held responsible or liable for any losses as a result of:
  - (a) any errors, failures, delays or distortions in the transmission of information or instructions either from **you** to **us** or **us** to **you**; or
  - (b) any failures of security; arising as a result of failures of **your** or a third party's telecommunication or computer services or systems, equipment or software or because of any other event not reasonably within **our** control.
- 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.islamic-bank.com 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 0845 6060 786
  - Reporting a theft or loss of cheques or debit cards please telephone **us** instead on 0845 6060 786
  - On behalf of a third party or in relation to **our** dealings with any third parties
  - 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.islamic-bank.com 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, Islamic Bank of Britain Plc, PO Box 12461, Birmingham, B16 6AQ or contact us via the **online banking service**. Cancellation rights in relation to any other product which you apply for online will be as set out in the terms and conditions for that product.

### 10. Cancelling the service

- 10.1 **We** will give **you** at least 30 days' prior notice if **we** wish to end **our** agreement with **you** or cancel the **online banking service**. However, **we** may give **you** a shorter period of notice or terminate this agreement and **your** use of the **online banking service** without giving **you** notice:
  - (a) where it is reasonably necessary to do so for reasons of security; or
  - (b) in circumstances beyond **our** control; or
  - (c) in the event of fraud; or
  - (d) in the event of **your** failure to observe and comply with these **conditions**.

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

10.2 We may suspend any service provided to you under the online banking service without notice where we





consider it necessary or advisable to do so, for example to protect **you** when there is a suspected breach of security or if **we** need to suspend the **online banking service** for maintenance reasons. **We** will use reasonable efforts to inform **you** without undue delay through the **online banking service** and/ or **our** website if a service is not available.

- 10.3 **You** also have the right to terminate **your** use of **our online banking service** at any time by informing **us** in writing.
- 10.4 We may change, amend or supplement our online banking service, for a valid reason, at any time, by giving you notice through our online banking service. We may additionally give notice in our branches (or other offices) or by post (which includes in your statements). Any such changes, amendments or supplements will apply from the date stated in the notice. If the change is to your disadvantage we will give you 30 days' notice personally through the online banking service and/or by post, email or other means before we make the change.
- 10.5 Termination of this agreement and **your** use of the **online banking service** will not affect any rights **we** may have against **you** or any liabilities **you** may have to **us**.
- 10.6 Upon termination, **we** shall at **our** discretion either carry out or refuse to carry out any outstanding instruction **you** may have given to **us**.
- 10.7 Upon closure of all of **your account(s)** which **you** have registered for the **online banking service**, **your** use of the **online banking service** will terminate automatically.

#### 11. Encryption and viruses

- 11.1 We use a very high level of encryption which may be illegal in jurisdictions outside the UK, Jersey, Guernsey and Isle of Man. It is your responsibility to ensure that if you are outside the UK, Jersey, Guernsey and Isle of Man, your ability to use the online banking service is permitted by local law and we will not be liable for any loss or damage suffered by you as a result of you not being able to use the online banking service in these jurisdictions or you using the online banking service in contravention of local law.
- 11.2 It is **your** responsibility to ensure that **you** are protected against the transmission of viruses. Due to the nature of the **online banking service**, **we** will not be responsible for any loss or damage to **your** data, software, computer, telecommunications or other equipment caused by **you** using the **online banking service** except to the extent that such loss or damage is directly caused by **our** negligence or deliberate default.

#### 12. Fees, supplementary terms, changes to these conditions

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

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

#### 13. Governing law

- 13.1 **Our** terms and conditions, these **conditions** and **our** dealings with **you** up until the time **we** agree to provide the **online banking service** to **you** are governed by the laws of England. Any court proceedings must be brought in the English courts.
- 13.2 **We** may at any time appoint one or more agents or contractors to provide all or any part of the **online banking service** and references to 'we', 'us' or 'our' will include references to such agents or contractors.
- 13.3 These **conditions** are personal to **you**. **You** shall not assign or transfer to anyone any of **your** rights or obligations under these **conditions** without **our** prior written consent.
- 13.4 Nothing in these **conditions** shall be deemed to grant any rights or benefits to any person other than **you** or **us**
- 13.5 If any of these **conditions** are determined to be illegal, invalid or otherwise unenforceable then the remaining terms shall remain in full force and effect.
- 13.6 The arrangement whereby **we** provide **you** with **our online banking service** and **you** abide by **our special conditions** will continue until such time as either **you** or **we** terminate the arrangement in accordance with these **conditions**.
- 13.7 If you think we have made a mistake, or if we do not provide the standard of service that you expect please let us know by writing to us at Customer Care Team, Islamic Bank of Britain 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@islamic-bank.com. You may be able to refer your complaint to the Financial Ombudsman Service at: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

# Section C

**Telephone Banking Conditions** 



#### 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 0845 6060 786**).
- 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 **We** will start to process **your** instructions to transfer money between **your accounts** held with **us** or to make an external payment from **your account(s)** held with **us** given on a **working day** before 4.00 pm on the same **working day** when **we** will deduct 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**. Payment made to an external beneficiary will be routed via BACS, which will normally take three (3) **working days** to credit the beneficiary account if instructed before the payment cut off time.

- 2.4 Instructions received after 4.00 pm on a **working day** or on a weekend or bank holiday will normally be processed by **us** 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 5.5, Section A above). Where it is possible for **us** to do so, **we** will inform **you** as soon as reasonably practicable by written notice if **your account** is or is to become restricted by whatsoever means.
- 2.6 **You** will only be able to withdraw money from **your account(s)** in accordance with the **special conditions** set out for each **account**.
- 3. Using your telephone banking service safely
- 3.1 When you call the **telephone banking service**, you will be asked for your 8 digit **account** number, two digits from your **telephone banking PIN** and your date of birth.
- 3.2 Where **we** are unable to identify **you** based on the information provided to **us, you** will be transferred to one of **our** Customer Services Representatives who will ask **you** additional questions to identify **you** as **our** customer.
- 3.3 **We** will not be able to assist **you** with any specific query, if **we** decide that **we** are unable to identify **you** as **our** customer. **We** will, however, still be able to assist **you** in relation to general matters not specific to **your account(s)**.
- 3.4 When we call you, we will never ask you for your entire telephone banking PIN. We will ask you questions based on information known to us about you and the transactions on your account which will enable us to identify you as our customer.
- 3.5 Once **your** application to use **our telephone banking service** has been successful, **you** must never tell anyone **your telephone banking PIN** and **you** must also take all reasonable steps to:
  - (a) take every care to keep **your telephone banking PIN** secret and to stop anyone else using **your telephone banking PIN**;
  - (b) never write down your telephone banking PIN.
  - (c) never disclose more than two digits from your telephone banking PIN to our staff when you call us;
  - (d) never disclose any digits from **your telephone banking PIN** to any other member of **our** staff not working in the **telephone banking service**; and
  - (e) take care not to be overheard when making use of **our telephone banking service**.
- 3.6 You will be liable for any losses incurred as a result of failure to adhere to 3.5.
- 3.7 **You** must inform **us** immediately by telephone on 0845 6060 786 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 any one else intercepts or overhears any telephone conversation between **you** and **us**.
- 3.10 **You** must check **your** statements as soon as **you** get them and notify **us** urgently if **you** think there has been a mistake.

#### 4 Your instructions

- 4.1 Once **we** have checked **your** identity in accordance with clause 3 in this Section C, **we** can act on any instructions given to **us** including payments of money from **your account**, even if these instructions **were** not given by **you** or with **your** authority.
- 4.2 Unless **you** are liable to **us** under clause 4.3, **we** will be liable for any losses where instructions are not actually given by **you** or with **your** authority and **we** will credit **your account** with the amount of the unauthorised payment. **We** accept no further liability towards **you**.
- 4.3 **You** will be liable for all losses (including the amount of any transaction carried out without **your** authority) if **we** can show that **you** have acted fraudulently or without reasonable care, which includes, but is not limited to, not taking the steps set out in clause 3.5, to allow an unauthorised transaction to take place.
- 4.4 Except where **we** can prove that **you** have acted fraudulently, **you** will not be responsible for any unauthorised instructions carried out after **we** have had a reasonable time to put into place additional security measures, once **you** have told **us** that **you** know or suspect that an unauthorised call has been made to **our telephone banking service** or that somebody else knows **your telephone banking PIN** in accordance with 3.7 in this Section C.
- 4.5 When **we** are trying to recover losses which **you** have suffered as a result of **us** acting on instructions which **you** later tell **us** were not given by **you** or which were given without **your** authority, we ask that **you** co-operate with **us** and the police. **We** may disclose information about **you** or **your account** to the police, or anybody else, if **we** believe that it will help prevent or recover losses suffered by **you**.
- 4.6 **We** may refuse to carry out any of **your** instructions if;
  - (a) they involve a transaction exceeding a particular volume or other limits, which **we** may impose from time to time, and these may be without notice if **we** determine security measures warrant immediate change, unless **we** agree otherwise;
  - (b) we feel there is any reason to do so, such as a suspected breach of security;
  - (c) we are unable to verify your identity, or
  - (d) we are of the view that there is any doubt whatsoever regarding your identity.

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

#### 5 Joint accounts

- 5.1 If **your account** is a **joint account**, the actions taken and/or instructions given to **us** by any one of **you** using **telephone banking** will be binding on the other **account** holder or holders without **us** having to make any further enquiries.
- 5.2 All of these **conditions** will apply to all of **you**, jointly and severally. This means that all of **you** will be responsible for the **account** individually as well as together.





# **6** Cancelling the Service

- 6.1 **We** will give **you** at least 30 days prior notice if **we** wish to end **our** agreement with **you** or cancel the **telephone banking service**. However, **we** may give **you** a shorter period of notice or terminate this agreement and **your** use of the **telephone banking service** without giving **you** notice:
  - (a) where it is reasonably necessary to do so for reasons of security; or
  - (b) in circumstances beyond our control; or
  - (c) in the event of fraud; or
  - (d) in the event of **your** failure to observe and comply with these **conditions**.

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

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



#### If we don't get it right

Islamic Bank of Britain 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 call our Customer Care Team on 0845 6060 786.

# **Data Protection Act**

Under the Data Protection Act you have a right of access to your personal records.

Should you wish to exercise this right, please write to:

The Data Protection Department Islamic Bank of Britain PLC PO Box 12461, Birmingham B16 6AQ

A fee will be charged for this service.

# Want to know more about any of our accounts or services?

Call us today on: 0845 6060 786\* Monday - Friday 9am to 7pm Saturday 9am to 1pm

\*calls may be recorded or monitored for training and security purposes

Write to:

Islamic Bank of Britain PLC PO Box 12461 Birmingham B16 6AQ

Visit one of our branches

Online at:

www.islamic-bank.com

# Membership of the Financial Services Compensation Scheme

Islamic Bank of Britain PLC is a member of the Financial Services Compensation Scheme. The Scheme may provide compensation if we cannot meet our obligations. For example, in respect of deposits with a UK office, payments under the scheme are limited to 100% of the first £85,000 of a depositor's total deposits with the bank. Most depositors, including individuals and small firms, are covered. The Scheme covers deposits made with the offices of the bank within the European Economic Area.

Further information about compensation arrangements is available from the Financial Services Compensation Scheme.