

Section B – Online Personal Banking

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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, **we** will normally start processing **your** instructions, via the relevant payment transfer scheme, on the same **working day** and the beneficiary's account will be credited with the transfer value as soon as practically possible (for sterling payments within the UK this may be within the same working day or in some cases by the end of the next working day). **We** will do this by immediately deducting the amount of the payment from **your account**, subject to cleared funds being available at that time. **Your** statement will show the payment as being made on the same **working day**, unless the payment has been requested for a future date. If the payment has been requested for a future date then **we** will endeavour to process **your** instructions on that date, if it is a **working day**. If the future date is not a **working day**, **your** instructions will normally be processed on the next **working day** following the date requested. Advised cut off times may vary for same day UK CHAPS payment and international payment (a fee will apply, please see our Tariff List), for international payment the transfer may take longer.

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 pet's 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 customer-care@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.