



NORWICH & PETERBOROUGH  
BUILDING SOCIETY

**GENERAL  
SAVINGS AND  
INVESTMENT  
CONDITIONS**

# GENERAL SAVINGS AND INVESTMENT CONDITIONS

## 1. About these General Conditions

### 1.1 These general conditions apply to each of N&P's savings and investment accounts.

Some of the general conditions apply only to Payment Accounts or to Non-Payment Accounts. Unless the specific conditions of the Account state that it is a Payment Account, your Account is a Non-Payment Account.

Specific conditions apply to a particular type of account. Any specific conditions which apply to your Account will be set out in one or more of the following:

- the section of our 'Savings Fact Sheet' or other brochure which applies to the Account;
- the application which you completed to open the Account; or
- our website.

If any specific condition differs from any of these general conditions, then the specific condition will apply.

### 1.2 Please read these general conditions and any specific conditions carefully and keep them safe for future reference. The general and specific conditions form the agreement between us. If you have any queries, please contact your local branch or telephone our Contact Centre on 0845 300 2511 (UK customers). Calls are recorded.

You have a right to receive a copy of the general and specific conditions of your Account at any time whilst you hold a savings account. Copies are available from our branches, our website or by telephone to our Contact Centre.

### 1.3 Some accounts are known as "share" accounts. If you open a share account, you will become a member of N&P (if you are not a member already). You will, for example, be entitled to attend and vote at its general meetings if you are the sole or first named Account holder with the required investment in accordance with the Rules. You will also become bound by the Rules.

Some accounts are known as "deposit" accounts. If you open a deposit account, you will not become a member of N&P. You will, however, still be bound by the Rules, but only insofar as they apply to depositors. You can find out whether your Account is a share account or a deposit account by looking at our website or at the section of our "Savings Fact Sheet" or other brochure which applies to the Account. Copies of our Rules are available from any of our branches or from our Contact Centre.

### 1.4 We may change the name of any of the accounts that we offer and if we do change the name of any account(s) these general conditions and the relevant specific conditions will continue to apply.

### 1.5 These general conditions and any specific conditions may be changed in accordance with Condition 14.

### 1.6 We may, in our absolute discretion and without giving any reason, refuse to open an account for any person or body.

## 2. Definitions

In these general conditions:

- "Account" means the Account which you open with us;
- "Card" means any card issued for use with your Account;
- "Minimum Sum" means any minimum investment or minimum balance which the specific conditions of your Account say you must keep in the Account;
- "Internet Banking Service" means our Internet banking service which is an additional service available on application, subject to eligibility;
- "Minimum Period" means the longer of:
  - 30 days; and the period of notice which the specific conditions of your Account say you must give if you wish to withdraw money from the Account;
- "N&P" and "we" and "us" or any related expression means Norwich and Peterborough Building Society and includes any successors and assigns;  
"Non-Payment" Account means an Account which has restrictions on payments into and out of it and which is not a Payment Account;  
"Passbook" means any document we issue to you to let you carry out transactions on your Account;  
"Payment Account" means an Account described as such in the specific conditions of the Account, to and from which payments can be easily made with few restrictions;
- "PIN" means the personal identification number issued or used in relation to a Card;
- "Rules" means the Rules of N&P as varied from time to time;
- "Working Day" means any day when our Principal Office is open for business i.e. any day excluding a Saturday, Sunday and any bank and public holidays;
- "you" means the person(s) holding the Account.

## 3. Opening an Account

If you open a new savings account (except Fixed Rate Bonds) and within 14 days of opening it or the day on which you receive the terms and conditions (whichever is the later), you decide that it does not meet your requirements, we will be happy to transfer the balance to another N&P account (unless the specific conditions of the Account state otherwise). This is called a 'cooling off' period. For Fixed Rate Bonds, the 'cooling off' period is 7 days. Alternatively, we will return the balance to you without any charge or notice being required. Any transfer or refund will be subject to the relevant funds having cleared. A period of at least four full Working Days, excluding the day you paid a cheque into your Account, must be allowed for cheques paid into the Account to clear. Occasionally, cheques may be returned unpaid after this period.

## 4. Maximum Investment

The total amount which you may invest or deposit with N&P must not exceed £1,000,000.

## 5. Interest

5.1 Unless the specific conditions of your Account say otherwise, we may, from time to time, change the rate or rates of interest we pay on your Account. We may make the changes for any of the following reasons:

- To reflect, proportionately, changes in the Bank of England Repo Rate (or base rate) set by the Bank of England (or the nearest equivalent rate set by the Bank of England or any body which may, in the future, take over responsibility for interest rate setting from the Bank of England)
- To reflect, proportionately, the introduction of new rates of interest or changes to interest rates paid by our competitors in the personal savings market
- To preserve, increase or reduce margins between interest rates paid to our investing and saving customers or the providers of funds to us, and interest rates charged to borrowers from us, in the interests of our business as a whole and all our consumer customers
- Because of any change in the way your Account is used
- To reflect, proportionately, the requirements or recommendations of the Financial Services Authority or any other body responsible for regulating our business or the requirements or recommendations of the Financial Services Ombudsman or any other appropriate ombudsman
- To reflect, proportionately, any changes, or changes of interpretation, in the relevant laws or codes of practice relating to financial service providers
- To comply with our Agreement with you
- To reflect, proportionately, any increases or reductions in the costs we reasonably incur in operating our personal savings and investment business
- If we transfer your Account, or if we acquire savings or investment accounts from another deposit taker, or our business is merged with another deposit taker, to enable us to harmonise the interest rates charged to our personal savings customers in a reasonable manner
- If it is necessary to maintain N&P's financial strength for the benefit of all our consumer customers.

5.2 If we change the rate or rates of interest we pay on your Account under Condition 5.1, we will notify you either:

- (a) by sending you a letter, e-mail or other personal notice to you, or
- (b) by displaying a notice giving the new rates, in each of our branches in the United Kingdom and at our discretion, by arranging for a notice which clearly shows both the old and the new rates to be advertised in the following newspapers: The Daily Telegraph, The Eastern Daily Press and the Peterborough Evening Telegraph, or in the case of Accounts only available in our Gibraltar branch, in the Gibraltar Chronicle.

- 5.3 If we change the rate or rates of interest we pay on your Account under Condition 5.1, and the change is to your advantage, we will notify you either:
- (a) in accordance with Condition 5.2 (a) within 30 days of the change; or
  - (b) in accordance with Condition 5.2 (b) within three Working Days of the change.

**Conditions 5.4 to 5.7 apply to Non-Payment Accounts only**

- 5.4 If we make a material change to the rate or rates of interest we pay on your Account under Condition 5.1 and the change is to your disadvantage we will notify you personally to give you reasonable notice in advance of the change in accordance with Condition 5.2(a).
- 5.5 If we make a change to your disadvantage but the change is not a material change we will notify you in accordance with Condition 5.2.
- 5.6 For the purposes of Condition 5.4 and 5.5, we will interpret "a material change" in a way which complies with guidelines published by our regulator the Financial Services Authority.
- 5.7 Where Condition 5.4 applies, you may, without notice, switch your money to another account, close it or switch to another provider without paying any charge or suffering any loss of interest that would otherwise apply, within 30 days from the date that we notify you. In this event, we will:
- (a) tell you about our other savings and investment accounts and offer to help you switch to one of these accounts if you want to; and
  - (b) tell you that you can withdraw all of the money in your Account.

**Condition 5.8 and 5.9 apply to Payment Accounts only**

- 5.8 If we change the rate or rates of interest we pay on your Account under Condition 5.1, and the change is to your disadvantage we will notify you personally in accordance with Condition 5.2(a) at least 60 days before the change.
- 5.9 Where Condition 5.8 applies, unless you notify us to the contrary before the change comes into effect, you will be treated as having accepted any change we make. At any time before the change comes into effect you may, without notice, switch your money to another account or close it without paying any charge or suffering any loss of interest that would otherwise apply.
- 5.10 You can find out about our interest rates by telephoning our Contact Centre on 0845 300 2511 (UK customers) or 200 45050 (Gibraltar customers) by looking on our Internet site ([www.nandp.co.uk](http://www.nandp.co.uk) or [www.nandp-gibraltar.co.uk](http://www.nandp-gibraltar.co.uk)), by looking at the posters in our branches or by asking our branch staff.
- 5.11 Cheques paid into an account earning a variable rate of interest will earn interest from the second Working Day after the day we receive them. Cheques paid into an account earning a fixed rate of interest will earn interest from the day we receive them.

- 5.12 Money paid into your Account in cash or by Bankers' Automated Credit will earn interest from the day we receive it.
- 5.13 We will not pay interest on money you withdraw from your Account for the day on which you make the withdrawal.
- 5.14 Subject to 5.11, 5.12 and 5.13 above, interest will be paid for each full day that your money is invested or deposited with us.
- 5.15 If the interest earned on the money in your Account is less than £2 in any interest payment period, the interest must either be credited to the Account itself or to another account you hold with us. It cannot be credited to an account you hold with anyone else.

## **6. Joint Accounts**

- 6.1 If your Account is held in joint names, we will treat each one of you as having the authority of you all:
  - (a) to make withdrawals from your Account;
  - (b) to carry out other transactions on your Account; and
  - (c) to agree with us to relax any requirements imposed by these Conditions or by any specific conditions of your Account. Any of you may write to us at any time to instruct us that, from then on, any transaction or agreement relating to the Account must be authorised by you all.
- 6.2 We may enforce any obligations you owe us in relation to your Account against all of you together or any of you on your own.
- 6.3 In some circumstances it may be necessary to freeze a joint account, for example: if we are informed that the relationship between the parties has ended.

## **7. Cash, Cheque and other Deposits**

- 7.1 Unless the specific terms of your Account state otherwise you may pay in cash and cheques in person at any of our branches.
  - 7.2 Your Account will be credited with the amount of money, including the value of any cheques, paid into it on receipt. Cash is available as cleared funds, however your Account balance may not be updated until later that day.
  - 7.3 When you write a cheque, it will help prevent fraud if you clearly write the name of the person you are paying the cheque to and put extra information about them on the cheque, especially if you are not yourself paying a cheque in directly (e.g. because you are sending a cheque by post or passing it to someone else to pay in). If you are making a cheque payable simply to a bank or building society, do not make the cheque payable simply to that organisation. Add further details in the payee line, for example "Norwich and Peterborough Building Society, re J Jones, Account No 123456". You should draw a line through unused space on the cheque so unauthorised people cannot add extra numbers or names.
- All cheques in the United Kingdom are cleared using the '2-4 6 clearing cycle'. After paying a cheque into your Account in the United Kingdom, you can be sure that at the end of six Working Days(1), the money is yours.

After the sixth Working Day, you are protected from any loss

if the cheque subsequently bounces, unless you are a knowing party to a fraud. The following table sets out when you start earning interest on a cheque you have paid in and when the money will be available for withdrawal.

### 2-4-6 Example

Day 0 e.g. Monday	The cycle starts on the first Working Day(1) the cheque is paid into your Account. The cheque must be paid into your Account before 5pm.(2)
Working Day 2 e.g. Wednesday	You start to receive interest on the money from today. If your Account is overdrawn, this is when the cheque will reduce the balance on which overdraft interest is charged.
Working Day 4 e.g. Friday	You will be able to withdraw the money from the Account today. However, the cheque could still be returned unpaid (bounce) until the end of Working Day 6.
Working Day 6 e.g. Tuesday	You can be sure the money is yours at the end of today. The money cannot be reclaimed without your consent, unless you are a knowing party to fraud.

- (1) A Working Day is any day excluding a Saturday, Sunday or bank holiday in England and Wales.
- (2) For a cheque paid in after 5.00pm a Saturday or other non Working Day, Day 0 will be the next Working Day.
- 7.4 If you have an account operated via our Gibraltar branch, you should allow 4 full Working Days, excluding the day you paid a cheque into your Account, if the cheque is drawn on a Gibraltar bank or 10 Working Days if the cheque is drawn on a UK bank, before drawing against it.
- 7.5 Your Account will be credited with the amount of payments received by electronic transfer as cleared funds on receipt, however your Account balance may not be updated until later that day.

## 8. Withdrawals

- 8.1 We will make deductions from the balance in your Account in the following cases:
  - (a) we will deduct money you withdraw from your Account (including money you withdraw by using a Card at a cash machine).  
If you make a withdrawal without giving us the period of notice (if any) required under the specific conditions of your Account, we will also deduct an amount equal to the interest that would have been earned during the notice period on the amount you withdraw;
  - (b) we will deduct money you instruct us to pay out of your Account (e.g. transfers to another account and, if the specific terms of the Account allow it, payments by direct debit);
  - (c) if a cheque which is paid into your Account is later dishonoured, we will deduct the amount of the cheque with effect from the date it was paid in and will cancel any interest we have paid on it in the meantime;
  - (d) we will deduct any charges or fees we impose. For information about the charges and fees we may impose, please refer to the specific conditions of your Account and to our current scale of charges and fees (which is available from any of our

branches and from our Contact Centre). We may change our charges and fees under Condition 13.

- 8.2 You must have cleared funds in your Account to meet all withdrawals you make. If you do not have a sufficient cleared balance of cleared funds and you overdraw your Account you must repay the overdrawn amount promptly when we ask.

## **9. Cash Withdrawals**

- 9.1 Unless the specific terms of your Account state otherwise, you may withdraw cash in person at any of our branches. You will be required to provide your Account number and give written authority for the withdrawal and you may be required to produce your passbook. You may also be asked for proof of identity.
- 9.2 If you have been issued with a Card you may also withdraw cash from your Account via a cash machine (by keying in your PIN and following the on-screen instructions). Although you may receive cash from the cash machine immediately, N&P may not receive the instruction to debit your Account and update your Account balance until later that day or on the next Working Day if the cash withdrawal is not made on a Working Day.
- 9.3 The maximum amount you may withdraw from your Account using a Card in a cash machine is £250 per day provided that there is a sufficient balance of cleared funds in your Account to meet the withdrawal. If you withdraw cash from a cash machine, you will be limited to 5 withdrawals per day to a maximum total of £250.
- 9.4 The overall maximum amount you may withdraw from your Account in cash is £500 per day, excluding withdrawals made from a cash machine up to the £250 limit. You may on occasions withdraw an amount in excess of the limit by prior arrangement with us at your branch.
- 9.5 We may restrict the amount of money which you can withdraw from your Account. We will only do this if:
- we reasonably believe that there may be fraudulent activity or other financial crime affecting your Account;
  - we are required to do so by any law, regulation or court order;
  - there is a dispute (which we reasonably believe to be genuine) about the ownership of, or entitlement to, the money in your Account;
  - circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes); or
  - circumstances exist which lead us reasonably to believe that our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals);

In the case of the last two circumstances set out above:

- we will act proportionately to the circumstances in question;
- we will take all reasonable steps to ensure that the restrictions are lifted as soon as practicable and to minimise any inconvenience to you;

- we will take into account the interest of our membership as a whole;
- we will, if practicable, give advance notice; and
- we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

## **10. Other payments from your Account**

10.1 If the specific conditions of your Account allow it, you may make bill payments and payments by standing order from your Account. A bill payment is an instruction from you to us to pay a specific amount to a specific payee on a specific date and a standing order is an instruction from you to us to pay a specific amount on a specific date to a named payee on a regular basis.

10.2 Bill payment and standing orders may be set up, depending upon the nature of your Account (for example, whether it is a postal or online account or branch based), in writing, in person at a branch or online using our Internet Banking Service at any time before 5pm on the Working Day on which the payment is due.

You will need to provide the sort code and the account number of the payee's account and you may also be requested to provide a payee reference. You will also be asked for some identification and/or a security password. Provided that there is a sufficient balance of cleared funds in the Account to meet the payment, we will debit your Account on the day agreed for payment. If that day is not a Working Day the payment will be made on the next Working Day. Bill payments and standing orders may take up to 3 Working Days from leaving your Account to reach the payee's account.

10.3 You may cancel a bill payment or a standing order by notifying us, depending upon the nature of your Account (for example, whether it is a postal or online account or branch based), in writing, in person via a branch, by telephone to our Contact Centre or online using our Internet Banking Service. You must notify us before 5pm on the Working Day on which the payment is due.

You will be asked for some identification and/or a security password.

10.4 The maximum number of bill payments that can be set up on your account is 99. These include active and inactive mandates. There is no limit on the number of bill payments that can be sent. The maximum amount of each transaction is £10,000. The total daily value of all transactions sent by our Internet Banking Service can not exceed £10,000.

10.5 You may make an immediate electronic transfer of money between your N&P accounts by instructing us in person or by telephone, or by using our Internet Banking Service at any time, provided there is a sufficient balance of cleared funds in the Account from which the transfer is to be made. You will need to provide the account number of the receiving account and you will also be asked for some identification and/or a security password. Such transfer will be processed immediately and cannot be cancelled once the instruction has been given. However, if you have made a transfer using our Internet Banking Service, outside working hours on a Working Day your Account balance and that of the receiving account may not be updated until later that day or on the following Working Day.

## 11. Closure

- 11.1 We may at any time decide to close a particular type of account to new investors. If we do so, we may also decide (either at the same time or later):
- (a) to refuse to accept any further money for investment in existing accounts of that type (apart from any interest we credit to the account); or
  - (b) to close all existing accounts of that type (except for any accounts which have been opened for a fixed term which has not run out). If we do this, we will repay the money in each account we close to the Account holder, together with interest at the current rate up to and including the date of payment, less any charges or other sums due to us. If your Account is affected by any decision we take under this Condition, we will send you a letter, e-mail or other personal notice advising you of our decision. If you hold a Non-Payment Account we will do this not less than the Minimum Period before the decision takes effect in relation to your Account. If you hold a Payment Account we will do this not less than 60 days before the decision takes effect in relation to your Account.
- 11.2 If your Account is to be closed as a result of a decision taken under 11.1(b), above, and we cannot trace you after reasonable enquiry, we may deal with the money in your Account in accordance with Condition 18.
- 11.3 We may at any time and without giving you any reason decide to close your Account (unless your Account has been opened for a fixed term which has not run out). If we decide to close your Account under this Condition, we will send you a letter, e-mail or other personal notice advising you of our decision. If you hold a Non-Payment Account we will do this not less than the Minimum Period before we close your Account. If you hold a Payment Account we will do this on not less than 60 days' notice. When the notice expires, we will repay the money in your Account to you, together with interest at the current rate or rates up to and including the date of payment, less any charges or other sums due to us. If we cannot trace you after reasonable enquiry, we may deal with the money in your Account in accordance with Condition 18.
- 11.4 You may close your Account at any time by giving us written notice of the appropriate period (if any) which applies to your Account. Please refer to the specific conditions of your Account. You are requested to return your Passbook and Card to us when you close your Account. Except where Condition 14.7 applies, if you give us less notice, you will forfeit an amount equal to the interest which would have been earned on the money in your Account in the appropriate notice period. Interest will be paid only up to and including the day before your Account is closed. If the interest earned on the money in your Account is insufficient to cover the amount forfeited, the shortfall will be debited to your Account thereby reducing the capital balance. Once the appropriate notice period has expired, you will have 14 Working Days to act on that notice, after which time the notice will lapse.

## 12. Minimum Investment

- 12.1 If the balance in your Account falls below the Minimum Sum, we will pay you interest on the balance in your Account (for so long as it remains below the Minimum Sum) at the rate that we pay from time to time on our Investment Share Account (excluding any bonus). We may also send you a letter, e-mail or other personal notice requiring you to restore the Minimum Sum within seven days. If you fail to do so, we may close your Account.
- 12.2 If we decide to close your Account under Condition 12.1 we will follow the procedure set out in Condition 11.2, but will only pay interest up to and including the day before we close your Account.
- 12.3 We may change the Minimum Sum from time to time under Condition 14.

## 13. Charges

- 13.1 We may make changes to the charges and fees which apply to the Account as follows:
- (a) We may remove or reduce an existing charge or fee at our discretion.
- (b) We may increase an existing charge or fee for any of the following reasons:
- To reflect, proportionately, a change in the value of money;
  - To reflect, proportionately, a change in the costs which we reasonably incur in doing the work or providing the service or facility for which we impose the charge or fee;
  - To reflect, reasonably, the charges made by our competitors in the personal savings market;
  - To reflect, proportionately, a decision or recommendation by a court, regulatory body, ombudsman or other official body;
  - To reflect a change in the law or in any code of practice;
  - If we transfer your Account to, or if we acquire savings or investment accounts from, another deposit taker, or our business is merged with another deposit taker, to enable us to harmonise the charges and fees charged to our personal savings customers in a reasonable manner.
- (c) We may introduce a new charge or fee to cover the costs which we reasonably incur in:
- providing any new service or facility which we make available to you in connection with the Account; or
  - doing any work or providing any service or facility which it has become uneconomic for us to continue to do or provide for nothing.

### Condition 13.2 applies to Non-Payment Accounts only

- 13.2 We may remove or reduce an existing fee or charge without notice. If we make any other change to the charges or fees which apply to your Account, we will send you a letter, e-mail or other personal notice telling you about the change. We will do this not less than the Minimum Period before the change comes into effect.

### Condition 13.3 and 13.4 apply to Payment Accounts only

- 13.3 We may remove or reduce any existing fee or charge without notice.

If we make any other change to the charges or fees which apply to your Account we will send you a letter, e-mail or other personal notice telling you about the change. We will do this not less than 60 days before the change comes into effect.

- 13.4 When we make a change to the charges and fees which apply to the Account, unless you notify us to the contrary before the change comes into effect you will be treated as having accepted any change we make. At any time before the change comes into effect you may, without notice, switch your money to another account or close it without having to pay any charge.
- 13.5 You will be responsible for any costs we reasonably incur as a result of your failure to comply with these Conditions or any specific conditions of your Account.

## **14. Changes to Conditions**

- 14.1 If the change is neutral or to your advantage, we may change these Conditions and any specific conditions of your Account at our discretion.
- 14.2 If the change is to your disadvantage, we may change these Conditions and any specific conditions of your Account as follows:
- (a) If you hold your Account for a fixed term which has not run out, we may make the change for any of the following reasons:
- to reflect a decision or recommendation by a court, regulatory body, ombudsman or other official body;
  - to reflect a change in the law or in any code of practice;
  - to take account of any changes in technology or banking or building society practice;
  - to make these Conditions fairer to all our savers;
  - to correct errors.
- (b) In any other case, we may make the change at our discretion.

### **Condition 14.3 and 14.4 applies to Non-Payment Accounts only**

- 14.3 At least 30 days before making any change which is neutral or to your advantage, we will either:
- (a) send you a letter, e-mail or other personal notice telling you about the change, or
- (b) notify you by displaying a notice of the change in each of our branches in the United Kingdom and, at our discretion by arranging for a notice of the change to be advertised in the following newspapers: The Daily Telegraph, The Eastern Daily Press and the Peterborough Evening Telegraph or in the case of Accounts only available in our Gibraltar branch, in the Gibraltar Chronicle.
- 14.4 At least 30 days before making any change which is to your disadvantage, we will send you a letter, e-mail or other personal notice telling you about the change.

### **Condition 14.5 applies to Payment Accounts only**

- 14.5 At least 60 days before making any change (whether the change is neutral, to your advantage or to your disadvantage), we will either:
- (a) send you a letter, e-mail or other personal notice telling you about the change or

- (b) notify you by displaying a notice of the change, in each of our branches in the United Kingdom and, at our discretion, by arranging for a notice of the change to be advertised in the following newspapers: The Daily Telegraph, The Eastern Daily Press and the Peterborough Evening Telegraph, or in the case of Accounts only available in our Gibraltar branch, in the Gibraltar Chronicle.

14.6 If we make the change under Condition 14.2 then:

- (a) At any time up to 60 days from the date of our notice under Condition 14.3, 14.4 or 14.5 you may close your Account, or transfer the money in it to another account with us. You may do this:
- without giving us any notice that you would otherwise have to give under the specific conditions of the Account; and
  - without paying any charge or suffering any loss of interest that would otherwise apply under those Conditions.
- (b) Our notice under Condition 14.3, 14.4 or 14.5 will tell you that you have the rights in (a) above.

14.7 If we have made a major change or a significant number of minor changes to the Account Conditions in any one year, we will give you a copy of the new Conditions or a summary of the changes.

## 15. Transfer

You may not transfer your Account to any other person or change any of the Account holders without our permission. We may refuse to permit a transfer without giving you any reason and any transfer permitted will only be effective once registered in our records. We may charge a reasonable fee in respect of a transfer.

## 16. Passbooks

16.1 We will issue you with a Passbook. If you do not produce the Passbook when you wish to withdraw money from one of our branches (or from our Principal Office in the case of a postal account) we may decline to make the withdrawal. The Passbook remains our property. It must be returned on demand or on the closure of your Account. We may require you to send your Passbook to us from time to time so that it can be brought up to date or for any other reasonable purpose. The Passbook may take the form of an investment record certificate.

16.2. You must notify us as soon as possible if you discover that your Passbook is lost or stolen. Please see Condition 29 for details on how to report a lost or stolen Passbook.

If you lose your Passbook:

- (a) We may require you to:
- provide us with any evidence which is relevant to the loss of the Passbook;
  - pay us a reasonable fee to meet any costs we incur in connection with the loss of the Passbook and the reissue of a replacement Passbook; and
  - agree to cover us against any future losses or claims we may have to meet as a result of the loss of the Passbook.
- (b) Unless we have reasonable grounds for believing that you have acted fraudulently we will either:

- issue you with a new Passbook for your Account; or
- transfer the money in your Account to a new account of the same type and issue you with a Passbook for the new account.

## **17. Lien**

If you have failed to pay a debt which you are liable to pay us, we may keep the money in your Account and use it to reduce or pay off the debt (except where the money in your Account was declared to be held on trust when your Account was opened). We will not pay any further interest or bonus on money which we have used in this way.

## **18. Unclaimed Balances**

If you do not make any payment into the Account or do not claim any money in it for a period of five years (or three years if the amount of money in the Account is less than £100) and you cannot be traced after reasonable enquiry, we may decide to close the Account and to forfeit the money to N&P. If you later come forward to claim the balance in your Account, we may ask you to produce any evidence that we reasonably require to prove that you are who you say you are.

The following terms will apply if and when you have produced the evidence we have requested:

- If your Account was of a type which still forms part of our current range, we will re-open your Account and re-credit it with the money we forfeited, together with the interest that would have been earned if the money had remained in your Account from the date of the forfeiture until the date when your Account is re-opened.
- If your Account was of a type which no longer forms part of our current range, we will open a new account from our current range of the type which we reasonably think is the most similar to your old Account. We will credit the new account with the money we forfeited, together with the interest that would have been earned if the money had remained in your old Account from the date of the forfeiture until the date when the new account is opened.

## **19. Third Party Interests**

Unless the Rules say otherwise, we are entitled to treat the Account holders named in our records in respect of your Account as the absolute owners of the share. Accordingly, we are not bound to recognise any trust or equitable or other claim to or interest in or charge or security (whether partial or otherwise) over your Account unless we are ordered to do so by a court of competent jurisdiction or by statute regardless of whether we had notice of the interest claimed. We will not be liable for omitting or neglecting to recognise any such interest claimed.

## **20. Marketing of Products and Services**

As stated in your Account application, we may use the information you provide to us and any information relating to you or your Account for the purpose of providing you with details of products and services which we think may be of interest to you and for general business purposes and for marketing of products and services provided by us and companies within the N&P group. If you did not state on your application form that you did not wish to receive such details or have such information passed on but wish to change your mind at any time, please write to us at the following

address, quoting your Account number(s): Principal Office: Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ.

We will remind you, at least once every three years, that you can ask not to receive information about products and services of the N&P group.

## **21. Business use of a Personal Account**

Unless the specific Conditions of your Account say that it may be used for business purposes, it must not be used for such purposes or other non-personal purposes. We reserve the right to close your Account if it is of a type which may not be used for business purposes and if we reasonably believe it is being used for such purposes or other non-personal purposes. If we decide to close your Account under this Condition, we will follow the procedure set out in Condition 11.3 but will only pay interest up to and including the day before the day of withdrawal.

## **22. Recording of Telephone Calls**

We may record any telephone conversations we have with you in the interest of staff training, monitoring customer service and for security purposes.

## **23. Notices**

- 23.1 When we give you notice by letter, e-mail or other personal notice, we will send it to the current address or addresses we hold for you. Personal notice may be given by notice in your statement.
- 23.2 These Conditions and all communications between us are and will be in the English language.

**The following Conditions 24 to 27 apply to the use of a Card (where issued)**

## **24. Use of the Card**

- 24.1 We will only issue you with a Card if you ask for one or send you one to replace a Card that you already have and use.
- 24.2 A Card may only be used by the person to whom it is issued and whose name is shown on the Card. You must sign the Card immediately on receipt and keep it secure at all times.
- 24.3 We will accept responsibility for faults which occur in systems which belong to us, which cause you to suffer a loss, unless the fault was obvious or notified by a message or notice on display. We will not be responsible for any consequential loss suffered by you or by any third party.
- 24.4 The Card remains our property and must be returned on demand or on closure of your Account. We may refuse to issue or re-issue any Card or we may stop an existing Card if we have reasonable grounds for suspecting:
- a) that the security of the Card has been compromised or
  - b) that its use has been unauthorised or fraudulent.

If we stop an existing Card we will make every endeavour to notify you before we stop the Card. If we are unable to contact you before we stop the Card we will do so immediately afterwards. A replacement Card will be issued to you as soon as possible.

## **25. Transactions in a currency other than sterling**

You will be able to use your Card at cash machines in the United Kingdom where the Link symbol is displayed and at cash machines around the world wherever the VISA/PLUS symbol is displayed. If you carry out a transaction using your Card in a currency other than sterling it will be converted on the date that the amount of the transaction is debited from your Account at the wholesale rate of exchange applied by VISA. A handling fee and any VISA processing fees will be applied at the time of conversion for transactions in a currency other than sterling and will be charged to your Account. An account charge for foreign cash machine and for foreign debit card transactions will also be charged to your Account after each transaction. Details of these charges can be found on [www.nandp.co.uk/savings](http://www.nandp.co.uk/savings).

## **26. Personal Identification Number (PIN)**

- 26.1 You should keep the PIN, Password and selected personal information secret at all times, and not written or recorded in any way. Never give your Account details or other security information to anyone.
- 26.2. You must memorise the PIN and not keep a record of it (even in disguised form). You must immediately destroy the notification of the PIN which we send you. You can ask not to be issued with a PIN.
- 26.3 The PIN can be changed at certain cash machines. Details of these machines are available from N&P.
- 26.4 You must inform us, as soon as you can in accordance with Condition 29 and change the PIN and/or Password if you believe that anyone else knows it.
- 26.5 We will never contact you, by any means, to ask you for your PIN details. For your own protection, under no circumstances should these be disclosed.

## **27. Lost or Stolen Cards**

- 27.1 You must notify us as soon as possible if your Card is lost or stolen or liable to misuse or if the PIN, used by you becomes known to anyone else or if you become aware that someone else has used or attempted to use it. Please see Condition 29 for details on how to report a lost or stolen or misused Card.
- 27.2 We will not provide a replacement Card until we have received written notice of the loss from you or a recognised card notification organisation.
- 27.3 If you ask us about a Card transaction we will give you details of it.
- 27.4 If you have acted fraudulently or without reasonable care, and as a result unauthorised transactions have taken place on your Account you may be liable as described in Condition 28.

## **28. Unauthorised transaction**

- 28.1. If you deny having authorised a payment transaction we will investigate the circumstances as quickly as possible before making any refund, and, where applicable, restoring the Account to the state it was in had the unauthorised payment not taken

place provided that you notify us on becoming aware of the unauthorised transaction without undue delay and in any event within 13 months after the date on which your Account was debited.

- 28.2 If we need to investigate the matter further we will need you to co-operate with us, our agents and with the police if we need to involve them. In some cases, you will be required to give us confirmation or evidence that you have not authorised a transaction.
- 28.3 If our investigation discloses that you have acted fraudulently you will be liable for all losses incurred as a result of an unauthorised transaction.
- 28.4 If our investigation discloses that you have (i) deliberately or (ii) with gross negligence failed to comply with these Conditions relating to the use and security of your Card or PIN or any Password you will be liable for all losses incurred up to notification in accordance with Condition 29.
- 28.5 If our investigation discloses that you have not (i) acted fraudulently nor (ii) deliberately or with gross negligence, but the unauthorised transaction arises out of a lost or stolen Card or your failure to keep your PIN or Password safe from misappropriation of the Card, you will be liable for losses up to a maximum of £50 and we shall refund the amount of the unauthorised transaction to your Account (after deducting the £50).
- 28.6 You will not be liable under Condition 28.4 or 28.5 if we fail to provide you with appropriate means to enable you to notify us under Condition 28.1. If our investigation discloses that a payment transfer is not authorised by you in accordance with the procedures set out, we will refund the amount of the unauthorised payment and, where applicable, restore your Account to the position it would have been in had the unauthorised transaction not taken place. Provided you notify us without undue delay and in any event within 13 months after the debit date on becoming aware of the unauthorised payment.

**The remaining conditions apply to all Accounts**

## **29. Notifying us of loss or theft or unauthorised transactions**

- 29.1 You must notify us as soon as possible if you become aware of any unauthorised transaction on your Account or if your Passbook or your Card is lost or stolen or liable to misuse or if the PIN, Password or selected personal information used by you becomes known to anyone else or if you become aware that someone else has used or attempted to use it.
- 29.2 You can notify us by calling 0845 121 2248 or from abroad dial 00 44 1733 372 374 (24 hours). Notice of the unauthorised transaction, loss or theft or misuse can be given verbally over the phone, in person at one of our branches, or in writing to our Principal Office at Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ. However, you may be liable for all losses that arise prior to notification and you are, therefore, advised to use the telephone notification service.

- 29.3 We will accept and act on notice of loss received from a recognised card notification organisation, e.g. Sentinel Card Services.

### **30. Incorrect or failed transactions**

- 30.1 If we fail to carry out an instruction to make a payment or if we carry out an instruction incorrectly, unless we can prove that the payee's bank or building society received the correct payment, we will refund to your Account the amount of any incorrect payment and, where applicable, restore the Account to the position it would have been in had the incorrect payment not been made.

We will be liable to you for any charges for which you are responsible or any interest you must pay as a result of our failure to follow your payment instruction properly.

However, we shall have no liability under this Condition if you fail to notify us without undue delay and in any event on becoming aware of a failed or incorrectly expected payment within 13 months after the date on which the payment was made or was due on becoming aware of a failed or incorrectly executed payment transaction.

- 30.2 We shall have no liability under this Condition if the circumstances giving rise to the liability were abnormal and unforeseeable.
- 30.3 It is your responsibility when instructing us to make a payment to ensure that you give us the correct payment details. If you provide an incorrect account number or sort code we will not be liable to you for the non execution or the defective execution of the transaction. However, we will make reasonable efforts to recover funds for you. We may pass on to you any costs we reasonably incur in recovering funds for you.

### **31. Important information about compensation arrangements**

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £50,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £100,000. The £50,000 limit relates to the combined amount in all the eligible depositor's accounts with the building society including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call **0800 678 1100**.

### **32. Tax Certificates**

- 32.1 If you require a combined "Statement of Account and Certificate of Deduction of Income Tax" to be issued to you, showing the interest and tax paid to your Account, please request this from your Account holding branch or by calling 0845 300 2511. Once we have

received your request, we will automatically send a combined "Statement of Account and Certificate of Deduction of Income Tax" for all your savings and current accounts each year, where interest has been paid in the tax year and the Account remains open.

- 32.2 Whilst we do not issue a combined "Statement of Account and Certificate of Deduction of Income Tax" on our ISAs, as the interest paid to eligible ISAs is not subject to income tax and therefore should not be declared on your annual tax return, we will issue an ISA Statement automatically each year, again where interest has been paid in the tax year and the Account remains open.

### **33. Jurisdiction**

These Conditions shall be governed and construed in accordance with English law and you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### **34. How to make a complaint**

- 34.1 If you have any complaint about our service you can raise the complaint in person, by letter, telephone or e-mail and we will endeavour to deal with your complaint within 24 hours. If we are unable to do so or if your complaint is about our policies or procedures it will be referred to our Policy Complaints Team for investigation. The Policy Complaints Team is based at our principal office. The Policy Complaints Team will endeavour to resolve your complaint within eight weeks. If you are not satisfied with our final response or we fail to deal with it within eight weeks you can refer your complaint to the Financial Services Ombudsman. Full details of how to complain can be found in our separate leaflet "Making a complaint".

For any questions, please call 0845 300 2511 (Monday to Friday 8am to 8pm, Saturday 9am to 5pm. Calls may be recorded), or visit [nandp.co.uk](http://nandp.co.uk)

Information is available in large print, audio and Braille on request; please call for details.

Norwich and Peterborough Building Society is authorised and regulated by the Financial Services Authority. The Society provides advice on regulated and non-regulated products.

**Principal Office:** Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ.