



NORWICH & PETERBOROUGH  
BUILDING SOCIETY

# INTERNET BANKING SERVICE

# CONDITIONS

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The Conditions below apply to the use of our Internet Banking Service and all accounts that you operate using this service.

## Definitions

These definitions apply to Internet Banking Conditions:

- 'Account holder' (or you) means the person(s) in whose name(s) an Internet Enabled Account is held;
- 'Internal Transfer' means a transfer of money made electronically from one Internet Enabled Account held by you to another Internet Enabled Account held by you;
- 'Internet Enabled Account' means an N&P account that you access via the Service;
- 'Login Password' means the Internet Banking Access Password used by you to access your Internet Banking Enabled Account(s) via the Service;
- 'N&P' (or we or any related expression) means Norwich and Peterborough Building Society of Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ;
- 'Rules' means the Rules of N&P as amended or replaced from time to time;
- 'Service' means the Internet Banking Service which is accessed via the Internet ([www.nandp.co.uk](http://www.nandp.co.uk)) which enables you:
  1. to view Internet Enabled Accounts,
  2. (subject to any specific terms of your Internet Enabled Account) to give instructions in relation to the Services you receive from us in relation to and about the Internet Enabled Accounts that you hold,
  3. to communicate with us and to receive communications from us;
- 'Telephone Password' means the password you specified to us that enables us to provide you with certain Services in relation to your Account(s) over the telephone;
- '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.

## Internet Banking Conditions

These Conditions and the conditions of your Internet Enabled Account form the agreement between us. In the event of any conflict between any of these Internet Banking Conditions and any conditions relating to any Internet Enabled Account operated using the Service, these Internet Banking Conditions will apply where the Service is used.

## Use of the Service

1. The Service may only be used by persons aged 16 years or over.
2. You may only use the Service if you hold an Internet Enabled Account.
3. You may only use the Service once we have accepted your application to use it.

4. It is your responsibility to ensure that your computer hardware and software meet the minimum requirements for the Service. For information on the minimum requirements visit [www.nandp.co.uk/security](http://www.nandp.co.uk/security)
5. Whilst we take reasonable care to ensure the security of, and to prevent unauthorised access to, the Service, it is your responsibility to use reasonable endeavours to keep your personal computer safe and secure, and, in addition to the minimum hardware and software requirements referred to in condition 4 above, to ensure that each computer you use to access the Service is free from malicious programs (such as viruses, trojans and spyware, etc.). This can be achieved by always running up-to-date anti-virus software and anti spyware software, as well as updating your computer with the latest operating system/browser service packs and patches, and using a personal firewall. You must ensure that any system you use to connect to the Service is supported by your software provider and that you receive regular security updates from your software provider. You should not access the Service from a computer that third parties have access to; for example, at work, in a library or Internet café nor should you access the Service via an account aggregator or “money manager” as the security of your login credentials cannot be guaranteed.
6. You will require an Internet connection to use the Service. Your Internet service provider may charge for the connection. You may also incur telephone call charges whilst using the Service depending on the terms of your agreement with your Internet service provider. N&P shall have no liability for any costs incurred or connection failures that are attributable to your Internet service provider.
7. Your access to the Service will be withdrawn immediately if you close or if we close all of your Internet Enabled Accounts or if we are engaged in carrying out an investigation into a suspected fraud on any of your Internet Enabled Accounts.
8. It may be an offence to import or use the encryption technology used in the Service in some countries. As the Service uses sophisticated cryptography to ensure the safe transit of data across the Internet, you should check with the appropriate authority before using the Service outside of the United Kingdom. Accessing the Service from outside the United Kingdom is at your own risk.
9. We cannot guarantee continuous, uninterrupted Service. On occasions we may need to interrupt the Service to carry out maintenance of it, for other operational reasons or for reasons beyond our control. We will not, therefore, be liable to you for a failure to provide a continuous, uninterrupted service.

## **Payments and transfers**

10. It is your responsibility to ensure that any amendments that you make to standing order/direct debit instructions and bill payment instructions are correct. The total value of all bill payments sent via the Service cannot exceed £10,000 per day.

11. Except payments permitted under the terms of your Internet Enabled Account, the only transfers of money which may be made from your Internet Enabled Account(s) are Internal Transfers. Internal Transfers may be made via the Service and take place immediately. The amount of an Internal Transfer which you transmit will be debited from your Internet Enabled Account immediately.

## **Joint accounts**

12. If an Internet Enabled Account is a joint account, we will (subject to 14 below) accept instructions from any one of you via the Service, provided that a valid Login Password is used. Any one of you may instruct us in writing, at any time, that we should only accept the authority of all Account holders in relation to the operation of an Internet Enabled Account which is a joint account (in which case the Service will cease to be available in respect of that particular Internet Enabled Account).
13. If an Internet Enabled Account has been set up with us so that the signature of more than one Account holder is required to operate it, payments cannot be made from that particular Internet Enabled Account using the Service. A mandate signed by all signatories would be required for us to set up such payments.
14. Each of you will have your own individual Login Password to access the Service.

## **Passwords and unauthorised transactions**

15. You must keep your Login Password and selected personal information secret at all times and not permit either to become known to any other person (including N&P staff), intentionally or otherwise. You must never disclose your Login Password or any other personal information relevant to the operation of the Service or any Internet Enabled Account in response to an e-mail, telephone or other request. We will never contact you, by any means, to ask for your Login Password, or any personal information required to log on to the Service.
16. You must memorise your Login Password and not keep a record of it (even in disguised form). You must destroy the notification of your Login Password which we send to you when your application to use the Service is accepted.
17. You must immediately change your initial Login Password on the first occasion that you use the Service.
18. You must notify us as soon as possible if your Login Password becomes known to, or if you think it may be known by, anyone else or if you become aware that someone else has used or attempted to use it. You can notify us by calling our Lost and Stolen Line on 0845 121 2248 or from abroad dial 00 44 1733 372 374. Notice can also 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.

19. When contacting the Internet Banking Helpline (on 0845 300 2511) you will need to quote specific requested characters from your Telephone Password. Your Telephone Password should be kept secret and only disclosed to helpline staff. It is not the same as your Login Password used to access the Service.
20. If you notify us that your Login Password has become known or may have been known or used or attempted to have been used by someone else, we will investigate the circumstances as quickly as possible. 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 disclosed your Login Password or Telephone Password.
21. If our investigation discloses that you have:
  - deliberately or
  - with gross negligence failed to comply with these Conditions relating to the use and security of Login Password or Telephone Password or other security details or have failed to maintain the security of your personal computer you will be liable for all losses incurred up to notification to us in accordance with Condition 18.
22. If our investigation discloses that you have not
  - acted fraudulently nor
  - deliberately or with gross negligence failed to comply with these Conditions relating to the use of the Service and security of your Login Password or Telephone Password or other security details nor
  - failed to maintain the security of your personal computer you will be liable only for losses incurred up to a maximum of £50 and we shall refund the amount of the unauthorised transaction to your Account (after deducting the £50).
23. You will not be liable under Condition 21 or Condition 22 if we fail to provide you with appropriate means to enable you to notify us under Condition 18.

## **Charges**

24. You will be liable for the cost of any proceedings, costs, claims, actions, demands, losses or liabilities incurred by us arising out of your failure to comply with these Conditions or where applicable the Rules.
25. N&P will not be responsible for any costs incurred by you from any Internet service provider or for the cost of any telephone calls using the Service.

## **Variations**

26. When we make a change to these Conditions, unless you notify us to the contrary before the change comes into effect you will be treated as having accepted any change we make. If you do not accept the change, 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.

27. We may vary these Conditions by giving you at least 60 days' notice by letter or e-mail. The notice will tell you when the change will take effect. We will only do so:
- to reflect market conditions, general banking or building society practice; or
  - where we consider this to be fairer; or
  - to take account of any change in the law, regulation, code of practice, decision or announcement affecting our business, or the Service or the Account or any change of working practice, technology or procedure; or to make the Service more secure.

## **Termination of the Service**

28. You may withdraw from the Service at any time by written notice given to N&P at its Principal Office, Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ. You will, of course, be liable for all charges and fees (if any) relating to the Service up to and including the date of withdrawal.
29. We may terminate your access to the Service if we have reasonable grounds for suspecting:
- that the security of the Service or your use of the Service has been compromised; or
  - that someone else knows your Login Password or
  - the transactions on your Account made via the Service have been unauthorised or fraudulent or
  - that there is a significantly increased risk that you may be unable to repay an overdraft on your Account.
30. We will make every effort to notify you by telephone or e-mail or letter before we terminate your access to the Service. If we are unable to contact you before we terminate your access, we will do so immediately afterwards.
31. We may also terminate your access to the Service on 60 days' notice in writing or by e-mail.

## **Jurisdiction**

32. These Conditions shall be governed and construed in accordance with English law. You agree to submit exclusively to the jurisdiction of the courts of England and Wales in relation to the determination of any issue relating to or arising out of these Conditions or your use of the Service.

## **Service improvements**

33. We are constantly working to improve customer service and to enhance our range of products. We therefore reserve the right to develop and enhance the Service.



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.