



NORWICH & PETERBOROUGH  
BUILDING SOCIETY

# GENERAL SAVINGS AND INVESTMENT CONDITIONS

If you open an account it will be with Yorkshire Building Society (trading as Norwich & Peterborough Building Society, Norwich & Peterborough and N&P). N&P is operated under its own brand with its own products. References in this booklet to 'you' and 'your' are to the account holder. References to 'we', 'our', 'us', 'N&P' or to 'Norwich & Peterborough' are to Yorkshire Building Society trading as Norwich & Peterborough Building Society.

## 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 are 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 form 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 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.
- 1.4 These general conditions and any specific conditions may be changed in accordance with Condition 13.
- 1.5 In these general conditions the following words and phrases have the following meanings:
- "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 30 days or the period of notice which the specific conditions of your Account say you must give if you wish to withdraw money from the Account, whichever is longer;
  - "N&P" and "we" and "us" and "the Society" or any related expression means Norwich and Peterborough Building Society and includes any person who takes over our business or the Account;
  - "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 the Society as varied from time to time;
- "Working Day" means any day other than a Saturday, Sunday and any bank and public holidays in England and Wales;
- "you" means the person(s) holding the Account.

## 2. Share Accounts and Deposit Accounts

Some accounts are known as "share" accounts. If you open a share account, you will become a member of the Society (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 the Society. 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.

## 3. Opening an Account

- 3.1 If you open a new savings account (other than a fixed rate bond) 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 transfer the balance to another N&P account. 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. This cooling off period does not apply to fixed rate bonds.
- 3.2 We may, in our absolute discretion and without giving any reason, refuse to open an account for any person or body.

## 4. Interest

- 4.1 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 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, so far as is reasonably necessary to meet our funding needs and maintain our financial strength.
  - To reflect, proportionately, the requirements or recommendations of the Financial Conduct Authority, the Prudential Regulation Authority or any other body responsible for regulating our business or the requirements or recommendations of the Financial Ombudsman Service 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 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 paid to our personal savings customers in a reasonable manner.

**Conditions 4.2 to 4.5 apply to Non-Payment Accounts only**

- 4.2 If we change the rate or rates of interest we pay on your Account and the change is to your advantage or not materially to your disadvantage, we will notify you as soon as reasonably possible:
- (a) by sending you a letter, e-mail or other personal notice to you, and / or
- (b) by making relevant information available in another way.
- Examples of the ways in which we will notify you include:
- displaying a notice giving the new rates in each of our N&P branches,
  - displaying information on the N&P website, and
  - by arranging for a notice which clearly shows both the old and the new rates to be advertised in a selection of local and national newspapers.
- 4.3 If we make a material change to the rate or rates of interest we pay on your Account and the change is to your disadvantage we will notify you personally by sending you a letter, email or other personal notice to give you at least 14 days' notice in advance of the change.
- 4.4 For the purposes of Conditions 4.2 and 4.3, "a material change" occurs when the interest rate falls in a single movement by more than 0.25% or when there is a single interest rate fall of 0.25% or less that results in a cumulative fall in the interest rate of 0.5% or more over the preceding 12 months.
- 4.5 Where Condition 4.3 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. 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.

**Conditions 4.6 to 4.8 apply to Payment Accounts only**

- 4.6 If we change the rate or rates of interest we pay on your Account and the change is to your advantage we will notify of the change either:
- (a) by sending you a letter, e-mail or other personal notice to you, and/or
- (b) by making relevant information available as soon as reasonably possible.
- Examples of the ways in which we will notify you include:
- displaying a notice giving the new rates in each of our N&P branches
  - displaying information on the N&P website, and
  - by arranging for a notice which clearly shows both the old and the new rates to be advertised in a selection of local and national newspapers.
- 4.7 If we change the rate or rates of interest we pay on your Account, and the change is to your disadvantage we will notify you personally by sending you a letter, email or other personal notice at least 60 days before the change.
- 4.8 Where Condition 4.7 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.

- 4.9 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.
- 4.10 Money paid into your Account in cash or by bankers' automated credit will earn interest from the day we receive it.
- 4.11 We will not pay interest on money you withdraw from your Account for the day on which you make the withdrawal.
- 4.12 Subject to 4.9, 4.10 and 4.11 above, interest will be paid for each full day that your money is invested or deposited with us.
- 4.13 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.

## **5. Joint Accounts**

- 5.1 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.
- 5.2 If your Account is a joint account 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.
- 5.3 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. In these circumstances we will require the authority of both account holders to reactivate the account.
- 5.4 If your Account is a joint account and if one of you dies, the survivor(s) may continue to operate the Account, and in the event of there being more than one survivor, the provisions of this Condition 5 will continue to apply to the Account.
- 5.5 If your Account is a joint account we will send one statement addressed to both of you, to the address of the first named customer, unless you tell us in writing that you each require separate statements.

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

- 6.1 Unless the specific terms of your Account state otherwise you may pay in cash and cheques in person at any of our branches.
- 6.2 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.
- 6.3 If you sign a cheque without inserting the name of the payee you increase the risk of fraud. 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.

- 6.4 All cheques in the United Kingdom are cleared using the '2-4-6 clearing cycle'. Gibraltar customers: please refer to Condition 6.5 regarding receiving a payment by cheque in Gibraltar.

### 2-4-6 Example

Working Day 0 e.g. Monday	The cycle starts on the first Working Day the cheque is paid into your Account. The cheque must be paid into your Account before 5pm. (*) This is when the cheque will increase the balance on which interest is paid if the Account pays fixed rate interest. (Please refer to Condition 4.9).
Working Day 2 e.g. Wednesday	This is when the cheque will increase the balance on which interest is paid if the Account pays variable interest. (Please refer to Condition 4.9).
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.

(\*) For a cheque paid in after 5.00pm, on a Saturday or other non-Working Day, Day 0 will be the next Working Day.

You should allow 3 full Working Days, after the day you pay a cheque into your Account, before drawing against it. You should note that, on occasions, cheques may be returned unpaid beyond this period.

After paying a cheque into your Account in the United Kingdom, you can be sure that at the end of six Working Days, 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. Cheques are valid for 6 months from the date they are signed and dated. Cheques payable to you should be paid into your Account in plenty of time to allow them to 'clear' before they become out of date.

- 6.5 Cheques which are paid in at our Gibraltar branch take longer to clear than in the UK. Cheques paid in Gibraltar do not follow the "2-4-6 clearing cycle". You will start to receive interest on your balance 2 Working Days after you pay a cheque into your Account if the Account pays variable interest or on the day that we receive it if the Account pays fixed rate interest. (Please refer to Condition 4.9). You should allow 4 Working Days, after the day you pay a cheque drawn on a bank in Gibraltar into your Account, before drawing against it. You will need to allow 10 Working Days, after the day you pay a cheque drawn on a bank in the UK into your Account, before drawing against it. Please note that cheques you pay in may be returned unpaid beyond the periods stated above.
- 6.6 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.
- 6.7 CHAPS is a same day sterling payment service for payments made and received within the United Kingdom. You may receive payments by CHAPS into your Account. The payer will need to send the payment to: Sort code 23-67-99; account number 00000000 or the word 'DIRECT'. The payer must also quote a reference including your name and your Account number. If the payer does not quote your Account name and number the payment will be returned.

A payment received by CHAPS will be available for drawing against on the day of receipt.

- 6.8 A foreign money transfer is an electronic payment service for payments made and received into and out of the United Kingdom. (It may be known by other names, such as a telegraphic transfer or a SWIFT payment, by the person or bank sending the money to your account). You may receive payments by foreign money transfer into your Account. Payments coming from Europe must be sent to: IBAN: GB23BARC20673700708852; Swift Code: BARCGB22. Payments coming from outside Europe must be sent to: Sort code 20-67-37; account 00708852; Swift Code: BARCGB22.

The payer must also quote a reference including your name and your Account number. If the payer does not quote your Account name and number the payment will be returned.

A payment received by foreign money transfer will be available for drawing against on the day of receipt.

- 6.9 A payment made in a foreign currency will be converted into sterling by our agents at the prevailing rate, details of which are available on request.
- 6.10 Payments that are received into an N&P account that have originated from outside the UK are subject to a charge. Please see our separate charges and interest rates information on [www.nandp.co.uk/savings](http://www.nandp.co.uk/savings) for details of the current charge. The charge will either be deducted from the amount transferred or detailed separately on your statement. Any additional charges incurred by us on your behalf, from another financial institution, may be passed on to you.

## 7. Withdrawals

- 7.1 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 standing order or as a bill payment);
  - (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 12.
- 7.2 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.
- 7.3 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.

## 8. Cash Withdrawals

- 8.1 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.
- 8.2 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. Some institutions may charge for using their cash machines. You authorise us to deduct these charges from your Account. Further conditions relating to your card are given in the card payments section of these conditions.
- 8.3 The maximum amount you may withdraw from your Account using a Card in a cash machine is £250 per day (less any cash withdrawn via a "cash-back" facility from a retailer) 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.
- 8.4 The overall maximum amount that each of you may withdraw from your Account in cash and any other account held by you, together or separately or with any other person, is £500 per day, excluding withdrawals made under condition 8.3. You may on occasions withdraw an amount in excess of the limit by prior arrangement with us at your branch.

## 9. Other payments from your Account

- 9.1 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.
- 9.2 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 you wish the payment to be made from your Account. You will need to provide the sort code and the account number of the payee's account (which, must be able to receive electronic transfers by means of "faster payments", a service enabling payments sent from your Account to be processed on the same or next Working Day) and you may also be

requested to provide a payee reference. You will also be asked for some identification and/or a security password. If the payee's account is not able to receive "faster payments" you will not be able to set up a standing order or make a bill payment and will have to make the payment by another method.

- 9.3 Provided that there is a sufficient balance of cleared funds in the Account to meet the payment, we will debit your Account on the specified date if that date is a Working Day or, if it is not, on the next Working Day. Payments will reach the payee's account on the same Working Day that the Account is debited or on the next Working Day.
- 9.4 You must have cleared funds in your Account by 5pm on the Working Day on which the standing order or bill payment is due to be debited from your Account. Please note that we do not control the timing of receipts of funds from a payer.
- 9.5 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 may not exceed £10,000.
- 9.6 The maximum amount that may be paid as a single standing order is £10,000 per transaction and the total daily value of all standing order transactions may not exceed £10,000
- 9.7 You can stop a bill payment or standing order instruction at any time before 5pm on the Working Day before the payment is due to be debited from your Account by notifying us in writing, in person in a branch, online or by telephone to N&P's Contact Centre. You will be asked for some identification and/or a security password. However, when you ask us to make a payment on the same Working Day as the instruction is given, it cannot be cancelled as we start processing the payment when we receive the instruction.
- 9.8 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.
- 9.9 Please contact us for further information and specific terms and conditions should you wish to make a payment by CHAPS or by foreign money transfer.

## **10. Closure**

- 10.1 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.

- 10.2 If your Account is to be closed as a result of a decision taken under 10.1(b), above, and we cannot trace you after reasonable enquiry, we may deal with the money in your Account in accordance with Condition 17.
- 10.3 We may at any time decide to close your Account and end this agreement (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 your Account is a Non-Payment Account we will do this not less than the Minimum Period before we close your Account. If your Account is 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 17.
- 10.4 We may close your Account and/or refuse to accept any further monies without giving you advance warning if there are exceptional circumstances. If this condition applies we will always tell you why we are closing or have closed your Account. 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 17. The exceptional circumstances mentioned above are any of the following:
- You behave in an abusive, threatening or violent manner
  - You deliberately give us any false information about yourself or the Account
  - You were not entitled to open the Account
- 10.5 If your Account is conditional upon you holding an associated account provided by N&P, and you close your associated account, we reserve the right to close your Account without giving notice. If this condition applies we will tell you why we are closing or have closed your Account, and 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 17.
- 10.6 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 these Conditions state otherwise, 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.
- 10.7 Please contact us for further information and specific terms and conditions should you wish to make a payment out of your Account by CHAPS or foreign money transfer.

## **11. Minimum Investment**

- 11.1 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.

- 11.2 If we decide to close your Account under Condition 11.1 we will send you a letter, e-mail or other personal notice advising you of our decision. If your Account is a Non-Payment Account we will do this not less than the Minimum Period before we close your Account. If your Account is 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 day before we close your Account, 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 17.
- 11.3 We may change the Minimum Sum from time to time under Condition 13.

## 12. Charges

- 12.1 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, 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 12.2 applies to Non-Payment Accounts only

- 12.2 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. Where we make a change which is to your disadvantage you may close your Account 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 or the duration of the Minimum Period, whichever is longer.

### Conditions 12.3 and 12.4 apply to Payment Accounts only

- 12.3 If we make a 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.
- 12.4 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.

- 12.5 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.

### **13. Changes to Conditions** (other than interest rates and charges)

- 13.1 We may change these Conditions and any specific conditions of your Account for any of the following reasons:

- to reflect, proportionately, a decision or recommendation by a court, regulatory body, ombudsman or other official body;
- to reflect, proportionately, a change (or change in interpretation) in the law or in any code of practice;
- to take account, proportionately, of any changes in technology or banking or building society practice;
- to make these Conditions fairer to all our savers;
- to reflect changes which we make to your Account, including the way in which we provide them
- to make the Conditions clearer and to correct errors

#### **Conditions 13.2 and 13.3 apply to Non-Payment Accounts only**

- 13.2 Within 30 days of 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 a selection of local and national newspapers.
- 13.3 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 13.4 applies to Payment Accounts only**

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

#### **Condition 13.5 and 13.6 apply to Payment and Non-Payment Accounts**

- 13.5 If we make the change under Condition 13.1 then:  
(a) when we make a change to the conditions, unless you notify us to the contrary you will be treated as having accepted any change we make. At any time up to 60 days from the date of our notice under Condition 13.2 13.3 or 13.4 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 13.2, 13.3 or 13.4 will tell you that you have the rights in (a) above.
- 13.6 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.

## 14. 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.

## 15. Passbooks

15.1 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 us at Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ 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.

15.2 You must notify us as soon as possible if you discover that your Passbook is lost or stolen. Please see Condition 27 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.

## 16. 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.

## 17. 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:

(a) 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.

(b) 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.

We intend to participate in the Unclaimed Assets Scheme which is being set up by the Government as a result of the Dormant Bank and Building Society Accounts Act 2008. Under this scheme any accounts that have been dormant for at least 15 years will have their balance transferred to an external fund but you will never lose the right to reclaim your money. For details of how to reclaim your money please go to our website or into one of our branches.

## **18. 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.

## **19. 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 N&P and companies who are part of Yorkshire Building Society. 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): N&P, Peterborough Business Park, Lynch Wood, Peterborough PE2 6WZ.

If you are an existing customer with any trading name operated by Yorkshire Building Society or any subsidiary company, your marketing permissions already held will not change at this time by them, unless you notify each trading name or subsidiary company separately.

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.

## **20. 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 10.3 but will only pay interest up to and including the day before the day of withdrawal.

## **21. Notices**

- 21.1 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.
- 21.2 These Conditions and all communications between us are and will be in the English language.

## **22. Use of the Card**

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.

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

If you have a cash card you will be able to use your card at cash machines in the United Kingdom where the Link symbol is displayed and, if your card bears the VISA/PLUS logo, 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. An account charge for foreign cash machine and for foreign debit card transactions will 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).

## **24. PINs, Passwords and Security Devices**

- 24.1 You should keep the PIN, passwords, selected personal information and any other security devices we may issue from time to time, secret and safe at all times.
- 24.2 You are advised to memorise the PIN and passwords and not keep a record of them (even in disguised form). You are advised to immediately destroy the notification of the PIN and passwords which we send you. You can ask not to be issued with a PIN.
- 24.3 The PIN can be changed at most high street bank cash machines.
- 24.4 You must inform us, as soon as you can in accordance with Condition 27 and change the PIN and/or Password if you believe that anyone else knows it.
- 24.5 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 27 for details on how to report a lost or stolen or misused Card.
- 24.6 We will never contact you, by any means, to ask you for your internet log on, passwords, card or PIN details. For your own protection, under no circumstances should these be disclosed.

## 25. Fraud Prevention

- 25.1 We may carry out certain checks on transactions on your Account to help prevent fraud. We may contact you by post or telephone (including mobile phone) if we are suspicious about a transaction or we may leave a message to ask that you call us. If we ask you, you must contact us as soon as possible. For payments made using your card, if you do not reply to us and we do not have any reason to believe there are any other suspicious transactions on your Account, we will assume you have authorised the card payment and allow it to proceed. This will not prevent you from later disputing you authorised the transaction.
- 25.2 In order to comply with our obligations regarding fraud prevention, money laundering and terrorist activity, we may investigate and intercept payments into and out of your Account. Occasionally, this may delay the carrying out of your instructions or the availability of Available Funds on your Account. If we are not satisfied that a payment in or out of your Account is lawful, we may refuse to deal with it.

## 26. Unauthorised transaction

- 26.1 Provided that you notify us on becoming aware of an unauthorised transaction without undue delay and in any event within 13 months after the date on which your Account was debited, and subject to Conditions 26.4 and 26.5, if you notify us of an unauthorised payment transaction we will immediately refund the amount of the unauthorised transaction to your Account and, where applicable, restore the Account to the state it was in had the unauthorised payment not taken place. (Please note that if you notify us on a non-Working Day, or after 4pm on a Working Day, immediately means at the beginning of the next Working Day). However, we may investigate the circumstances of the unauthorised payment transaction before making a refund or restoring the account in certain circumstances, for example, where we have reason to suspect fraud or that you have deliberately or with gross negligence failed to comply with the terms of the Account relating to the security of the card, PIN, passwords or any other security devices.
- 26.2 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 written confirmation or evidence that you have not authorised a transaction. If we ask for such co-operation, or written confirmation and you do not co-operate with us, we will reapply the transaction to your Account.
- 26.3 If our investigation discloses that you have acted fraudulently you will be liable for all losses incurred as a result of an unauthorised transaction. You will be liable for losses arising where you have authorised another person to use your account.
- 26.4 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, PIN, passwords or any other security devices you will be liable for all losses incurred up to notification in accordance with Condition 27.
- 26.5 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 sum for which you are liable, up to £50).

26.6 You will not be liable under Condition 26.4 or 26.5 if we fail to provide you with appropriate means to enable you to notify us under this Condition 26.

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

- 27.1 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.
- 27.2 You can notify us by calling 0845 121 2248 or from abroad dial 0044 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 us 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.
- 27.3 We will accept and act on notice of loss received from a recognised card notification organisation, e.g. Sentinel Card Services.

## **28. Incorrect or failed transactions**

- 28.1 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.
- 28.2 We shall have no liability under this Condition if the circumstances giving rise to the liability were abnormal and unforeseeable.
- 28.3 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.

## **29. Tax Certificates**

- 29.1 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.
- 29.2 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.

## 30. 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.

## 31. Set Off

31.1 We may from time to time by written notice to you set the whole or part of any credit or debit balance on your Account:

- (i) against any credit or debit balance on any other account or accounts held in your name with N&P; or
- (ii) against the outstanding debit balance of any other loan or loans you may have with N&P (whether or not secured).

This right of set off means that we may move money from one of your accounts that is in credit to reduce the debt on another account that is overdrawn, or to a loan or mortgage you may have outstanding with us.

31.2 We will give you at least 14 days' notice of our intention to exercise our right of set off.

## How to complain

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 Customer Relations Team for investigation. The Customer Relations Team is based at our principal office. The Customer Relations 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 Ombudsman Service. Full details of how to complain can be found in our separate leaflet: Making a complaint.

## 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 £85,000. 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 £85,000 each (making a total of £170,000). The £85,000 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.

Yorkshire Building Society (YBS) also operates under the trading names of Barnsley Building Society (BBS), Chelsea Building Society (CBS), Norwich & Peterborough Building Society (N&P) and Egg. YBS is a participant of the FSCS. Therefore, depositors with any YBS, BBS, CBS, N&P and Egg have an overall limit of £85,000 under the FSCS.

Accord Mortgages Limited is a wholly owned subsidiary of YBS. Accord has offset mortgages products where the customer's deposits are held on behalf of Accord by YBS. Accord offset depositors are therefore covered, along with BBS, CBS, N&P and Egg depositors, by YBS being a participant in the FSCS. There is no additional protection or depositors with Accord Mortgages Limited.

As of 31 December 2010 new FSCS rules were introduced meaning any compensation due will be paid to customers based on amounts held in their deposit accounts, regardless of the amounts owed to us

(for example, a mortgage loan). Customers will therefore be paid out up to £85,000 of their savings and any mortgage balance would remain outstanding. For example, a customer who has a £200,000 mortgage and £200,000 savings balance will therefore be paid out £85,000 for their savings balance and the £200,000 mortgage balance would remain outstanding. This would mean that customers would still have to repay their mortgage loan. It would then be for the liquidator to decide whether any surplus savings balances would be set-off against any remaining mortgage loan.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) call us on 0845 300 2511, ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100. Please note, only compensation related queries should be directed to the FSCS.

## How to contact us

For a copy of any of our leaflets, and details of our current charges and interest rates, please visit one of our branches, [www.nandp.co.uk](http://www.nandp.co.uk) or telephone 0845 300 2511 (UK customers) or 200 45050 (Gibraltar customers). To ensure that we carry out your instructions accurately and to help us to improve our service, all telephone calls between you and N&P may be monitored and recorded.

To notify us if your cheque book or your card is lost or stolen call us on 0845 121 2248 in the UK, or from abroad on 00 44 1733 372 374 (24 hours).

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.

## How we are regulated

- We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We provide advice on regulated and non-regulated products. Yorkshire Building Society is entered in the Financial Services Register and its registration number is 106085. To find out more about us, see the Financial Services Register: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or call the FSA on 0300 500 5000.
- We are licensed and regulated by the Office of Fair Trading ("OFT"), for unsecured lending. Our Consumer Credit licence number is 101008. You can call the OFT on 020 7211 8608 to find out more.
- We subscribe to the Lending Code; copies of the Code can be obtained from [www.lendingstandardsboard.org.uk](http://www.lendingstandardsboard.org.uk)
- In Gibraltar we are regulated by the Financial Services Commission. Our Financial Services Commission (Gibraltar) licence number is FSC00472A. To find out more, go to [www.fsc.gi](http://www.fsc.gi) or call 200 40283.

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

Information correct at time of print.

Norwich & Peterborough Building Society and N&P are trading names of Yorkshire Building Society. Principal office of Yorkshire Building Society: Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ. Address of Norwich & Peterborough Building Society and N&P: Peterborough Business Park, Lynch Wood, Peterborough, PE2 6WZ.

All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security. Charges to 0845 numbers may vary. Prices can be checked with your phone provider. Mobile calls usually cost more.