



NORWICH & PETERBOROUGH
BUILDING SOCIETY

INTERNET BANKING SERVICE

CONDITIONS

If you apply to use the Internet Banking Service, 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.

INTERNET BANKING SERVICE CONDITIONS

Definitions and Interpretation

- 1.1 In these Conditions, the following words and phrases have the following meanings:
- '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 Yorkshire Building Society trading as Norwich & Peterborough Building Society;
 - 'Rules' means the Rules of Yorkshire Building Society as amended or replaced from time to time;
 - 'Security Details' means any passwords, selected personal information or other information used in connection with the Service, and includes your Telephone Password and Login Password;
 - 'Service' means the Internet Banking Service which is accessed via the Internet (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 Internet Enabled 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.
- 1.2 The headings are for reference only and do not affect the interpretation of these Conditions.

Agreement for Internet Banking Conditions

- 2.1 These Conditions 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 these Internet Banking Conditions will apply where the Service is used.
- 2.2. **You may request a copy of these Internet Banking Conditions and the conditions of your Internet**

Enabled Account at any time from any of our branches or by telephoning our Contact Centre. They may also be available on our website nandp.co.uk

3. The Service may only be used by persons aged 16 years or over and you may only use the Service once we have accepted your application to use it.

Set Up

4. It is your responsibility to ensure that your computer or other device which you use to access the Service and software meet the minimum requirements for the Service. For information on the minimum requirements visit www.nandp.co.uk/security.
5. 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. We shall have no liability for any costs incurred or connection failures that are attributable to your Internet service provider.
- 6.1 You must take reasonable steps to ensure that the computer or other device that you use to access the Service is safe and secure. Visit www.nandp.co.uk/security for what we consider and recommend as reasonable steps you can take.
- 6.2 You must take reasonable steps to ensure that the manner in which you access the Service is safe and secure. Visit www.nandp.co.uk/security for what we consider and recommend as reasonable steps you can take.
- 6.3 If you fail to take reasonable steps as required by Condition 6.1 and 6.2 and as a result the safety and security of your Security Details is breached you may be liable for any losses that arise under Conditions 21 or 22.

Use of the Service

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

- 10.1 It is your responsibility to ensure that any instructions that you give relating to standing orders, bill payments and direct debits are correct.
- 10.2 If you give a payment instruction via the Service we will seek to verify your instruction by means of an automated telephone call to a telephone number designated by you for that purpose. During that call, you will be asked to confirm that you have instructed the payment. If we are unable to contact you by telephone to verify the instruction, the payment may be delayed or not made.

11. Unless the terms of your Internet Enabled Account allow you to make a payment such as a direct debit or bill payment, 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.

Keeping your Security details safe

15. You must take all reasonable steps to keep your Security Details safe. Visit www.nandp.co.uk/security for what we consider and recommend as reasonable steps you can take to keep your Security Details safe.
16. If you fail to take reasonable steps to keep your Security Details safe, you will be liable for losses provided either under Condition 21 or 22 depending on the circumstances surrounding the losses.
17. You must notify us as soon as possible if your Security Details become known to, or if you think they may be known by, anyone else or if you become aware that someone else has used or attempted to use them. 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 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.
18. 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.
19. If you notify us that your Security Details have become 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. If you do not co-operate we may not be able to proceed with the investigation. In some cases, you will be required to give us confirmation or evidence that you have not disclosed your Security Details.
20. If our investigation discloses that you have acted fraudulently, you will be liable for all losses incurred as a result of an unauthorised transaction.

21. If our investigation discloses that you have:
 - intentionally or
 - with gross negligence failed to comply with these Conditions relating to the use and security of your Security Details you will be liable for all losses incurred up to notification to us in accordance with Condition 17.
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 security of your Security Detailsbut the unauthorised transaction arises out of your failure to keep your Login Password Security Details safe, 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 Conditions 21 or 22 if we fail to provide you with appropriate means to enable you to notify us under Condition 17.

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.
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
 - to make the Conditions clearer, and to correct errors or omissions; 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. This agreement shall continue until it is ended by you or us in accordance with these Conditions.
29. You may end this agreement and withdraw from the Service at any time by written notice given to N&P at 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.
30. 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 Security Details 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.
31. 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.
32. We may also terminate your Agreement on 60 days' notice in writing or by e-mail.

Jurisdiction

33. 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.
34. Our communications with you will be in English.

Service improvements

35. 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

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

Norwich & Peterborough Building Society and N&P are trading names of Yorkshire Building Society. Yorkshire Building Society is a member of the Building Societies Association and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Yorkshire Building Society is entered in the Financial Services Register and its registration number is 106085. Yorkshire Building Society is authorised to conduct banking and insurance business in Gibraltar by the Gibraltar Financial Services Commission.

Principal office of Yorkshire Building Society: Yorkshire House, Yorkshire Drive, Bradford, BD5 8LJ, England, UK.

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.