



Terms & Conditions

Online Account Access



**Cambridge &
Counties Bank**

Growing business together

These terms and conditions (the “Online Account Access Terms”) cover Your use of the Service (as defined in the Definitions section below).

Definitions

“**Account**” any savings account held by You with Us and “Accounts” shall mean more than one Account.

“**Account Holder**” means the account holder of an Account with Us.

“**Account Terms**” the terms applicable to each individual Account held by You with Us.

“**Authorised Person**” somebody You have requested and authorised Us to operate Your Account and/or have access to information related to Your Account.

“**Device**” the personal computer or other device that You use to access the Service.

“**Online Account Access Terms**” the terms and conditions set out within this document.

“**Password**” the code (which must consist of a series of letters and numbers) chosen by You which You will use, together with Your Memorable Information, in order to use the Service.

“**Security Details**” the User ID, Password, Your Memorable Information and such other security as may be required from time to time to enable You to access the Service.

“**Service**” the online banking service available from time to time via our Website.

“**User ID**” the individual User Identification Code issued to You as part of Your initial activation of the Service.

“**Website**” Our website located at www.ccbank.co.uk.

“**We, Us, Our**” Cambridge & Counties Bank Limited.

“**You / Your**” means the Account Holder.

“**Your Memorable Information**” Your personal data which We can use to check Your identity.

1. General

- 1.1** It is important that You read and understand these Online Account Access Terms. Should You have any queries, please contact us on 0344 225 3939.
- 1.2** These Online Account Access Terms may be varied from time to time at Our discretion in accordance with clause 9.
- 1.3** These Online Account Access Terms apply in addition to the Account Terms (enclosed within your Account Welcome Pack), Our Website Terms of Use, Our Privacy Policy and Our Cookies Policy, each of which are available on Our Website.
- 1.4** In interpreting these Online Account Access Terms, in the event of any conflict between these Online Account Access Terms and the Account Terms, the Online Account Access Terms will prevail.
- 1.5** These Online Account Access Terms apply to Your use of the Service. Nothing within this agreement changes any of the Account Terms applicable to Your Account.
- 1.6** We may monitor any internet communications to assist Us in detecting any fraud or other criminal activity, to protect Our staff and to ensure the security of Our systems.
- 1.7** The Service and/or the content of Our Website does not constitute any investment, financial or professional advice. You should seek professional advice from an independent third party before making any investment or financial decision.

2. Using the Service

- 2.1 You must be at least 18 years of age and resident in the United Kingdom to use the Service.
- 2.2 To access the Service You must have access to the internet. Your Device must also be compatible with Our minimum technical requirements to enable You to access the Service. Browsers that are supported are Google Chrome, Internet Explorer, Firefox, Microsoft Edge and Safari together with other browsers We may add from time to time. We may remove a browser from Our list of supported browsers if We consider it to be technically unsuitable or insecure. The minimum technical requirements for a browser include that it is the current version or the version preceding that for supported browsers.
- 2.3 If Your Device does not meet or is otherwise incompatible with Our minimum technical requirements, You may not be able to access the Service or some features of the Service.
- 2.4 We may change Our minimum technical requirements as technology develops. This means that some features of the Service may no longer be offered or accessible on certain browsers, platforms, operating systems or devices or they may not function correctly. We will do all We reasonably can to notify You about these changes in accordance with this agreement before they take place.
- 2.5 We do not charge You to use the Service but Your network operator or internet provider may charge You for using the internet. You are responsible for these costs.
- 2.6 Any charges that apply for making transactions using the Service will be made under your relevant Account Terms, not this agreement. This is explained in the information we give to You about Your Account with Us.

3. Accessing the Service

- 3.1 If You are an Account Holder of an existing Account, You may register on Our Website to use the Service at any time. If you are not an Account Holder of an existing account and use Our Website to open a new Account online, You will automatically be registered to use the Service but You are not obliged to use the Service if You do not wish to.
- 3.2 Once You are registered to use the Service, We will send Your User ID by email and post. We may also provide You with an activation code where necessary.
- 3.3 We are not obliged to accept any application to use the Service and may as part of the registration process for the Service carry out checks to verify Your identity as set out in the Account Terms.
- 3.4 Each time You use the Service, You will be asked to enter Your User ID, Password and characters from Your Memorable Information before You can access the Service.
- 3.5 You cannot change Your User ID but You may change Your other Security Details via the Service.

4. Service Security

4.1 You must take reasonable security precautions to keep Your Security Details safe at all times. You agree to comply with the security procedures and other reasonable instructions We may issue to You from time to time regarding the Service.

These include the following:

- not sharing Your Security Details with anyone else, even if they claim to be Our employees or agents;
- not recording Your Security Details in written form, or in any form which would be recognisable to any other person;
- changing Your Security Details as and when recommended by Us, or otherwise on a regular basis;
- taking reasonable steps to ensure that any equipment or Devices through which You access the Service are free of computer viruses;
- not accessing the Service from a Device using public Wi-Fi;
- always logging out of the Service when You have finished using it;
- never leaving Your computer or other Device through which You have accessed the Service unattended once You have logged in to the Service; and
- only accessing the Service via Our Website (you should never try to access the Service from a link received in an email).

4.2 If You know or suspect that:

- Your Security Details have been stolen or lost; or
- someone else knows Your Security Details; or
- someone else has had access to or has used Your Security Details, or they have become compromised in some way

then You must notify Us immediately by calling 0344 225 3939.

4.3 We will never ask You to provide Your Online Security Details over the telephone or by email or text message. If You are ever asked to provide Your Security Details via one of these methods, You should refuse to provide them and contact Us on 0344 225 3939.

5. Service Availability and Suspension

- 5.1** We may make operational changes to the Service at any time, including to the availability of any individual element of the Service, and may notify You of any such changes on Our Website, within the Service or by text message, email or post.
- 5.2** We will use reasonable endeavours to make the Service available at all times but may occasionally need to carry out updates or maintenance that could limit or otherwise affect the availability or function of the Service. We will not be liable if You suffer any loss in such circumstances.
- 5.3** We will not be responsible for any failure to provide all or part of the Service due to unforeseen or unusual circumstances beyond Our control.
- 5.4** We may suspend Your access to the Service (generally or in relation to a particular transaction):
- where required by Us to enable Us to carry out maintenance or updates to the Service or Our systems;
 - where We terminate or suspend Your use of Your Account in accordance with the Account Terms;
 - where We are required to do so to enable Us to comply with any law or regulatory requirement;
 - where We have reason to believe that Your Security Details have been compromised or that Your Account is being used for unauthorised, fraudulent or other criminal activity;
 - where carrying out any particular transaction at Your request would place You in breach of Your Account Terms; or
 - where We are unable to continue providing the Service due to events beyond Our reasonable control.
- 5.5** Where practicable, We will notify You of Our decision to suspend Your access to the Service beforehand but We cannot always guarantee to do so if it would compromise Our or Your security or otherwise be unlawful.
- 5.6** You acknowledge that We cannot guarantee, and are not responsible for, Your inability to access the Service at any time due to any failure of the internet or malfunction of Your Devices.
- 5.7** We shall use reasonable endeavours to keep the Service free from viruses and corrupt files but cannot guarantee this. You should ensure that You have appropriate anti-virus software installed on any Devices that You use to access the Service. We shall not be liable for any loss or damage You suffer if Your Device is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

6. Service Termination

- 6.1** This agreement does not have a fixed duration and will continue until ended either by You or Us.
- 6.2** You may terminate Your use of the Service at any time by writing to Us. If You terminate Your use of the Service You will not be able to access Your Accounts with Us online.
- 6.3** We may terminate Your use of the Service at any time by giving You 2 months' advance notice in writing.
- 6.4** We may in exceptional circumstances terminate Your access to the Service immediately, for example:
- where You no longer have any Accounts with Us;
 - where We terminate or suspend Your use of Your Account in accordance with the Account Terms;
 - where You or someone else have used the Service or Your Account fraudulently or illegally;
 - where You have acted dishonestly in Your dealings with Us, or have otherwise provided Us with false information;
 - where You are in material or persistent breach of these Online Account Access Terms;
 - where We are required to do so to ensure compliance with any law or regulatory requirement; or
 - where We are unable to continue providing the Service due to events beyond Our reasonable control.

7. Your instructions

- 7.1** We will be entitled to rely on any instruction in relation to Your Account given to Us via the Service, where the correct Security Details have been provided. Where the correct Security Details have been provided, We shall not be obliged to make any further enquiries or checks of You, or of the authenticity of the instruction.
- 7.2** Where We have any reasonable concerns as to the authenticity of any instruction, We may decide not to carry out the instruction until We have discussed the proposed transaction further with You and undertaken such additional security checks as We may require.
- 7.3** We may delay or decline to carry out any instruction or reverse any instruction, where:
- You are in breach of these Online Account Access Terms or any Account Terms;
 - We are entitled to under Your Account Terms;
 - carrying out the instruction may place Us in breach of any legal or regulatory requirements;
 - We reasonably believe that the instruction is, or is connected to, any activity which is unlawful; or
 - the instruction relates to a jointly held Account, and We are aware that there is a dispute in relation to the instruction between the joint Account holders, until such time as We have clear instructions from all of the applicable Account holders. We are otherwise entitled to act on the instructions of any individual Account holder or authorised signatory save where set out in Your Account Terms.
- 7.4** We will make reasonable efforts to comply with Your request to cancel or modify any instruction that You have given to Us via the Service. However, We will not be liable for any failure to comply with such a request if We are not reasonably able to do so.

8. Personal Data

Any personal information that You provide to Us through the Service will be handled in accordance with Our Privacy Notice. This notice can be found at www.ccbank.co.uk/privacy-notice.

9. Changes to these Online Account Access Terms

- 9.1** We may from time to time vary these Online Account Access Terms in accordance with the following provisions:
- where the change is to Your disadvantage, We will give You at least 30 days' advance notice of the proposed change.
 - The new terms will apply automatically at the end of the notice period, but if You do not want to agree to the change, You can stop using the Service at any time until the change takes effect. If You continue using the Service after this, We will assume that You have accepted the change. You can stop using the Service at any time after We make the change but the change will apply to You until You do.
 - We may make changes that are to Your advantage, urgent security related updates or minor changes that have no material impact of Your use of the Service without notifying You in advance;
 - In any other case, or where required by law or regulation, We will notify You of the change within 30 days of the change. You have the right to stop using the Service at any time.
- 9.2** We may give You notice via the Service, by post or email or on Our Website.

10. Liability

- 10.1** The Account Terms also apply in addition to these Online Account Access Terms. The Account Terms contain provisions which deal with our respective liabilities.
- 10.2** We shall not be liable for any breach of these Online Account Access Terms where such breach arises from any abnormal or unforeseen circumstances outside of Our control.
- 10.3** You will be liable for all payments and transactions processed through the Service:
- where Your Security Details have been disclosed by You to another person;
 - where You have failed to follow any security guidelines or requirements set out in the Account Terms, this agreement or otherwise available on or via Our Website from time to time; or
 - as a result of any fraud, abuse, or misuse of the Service carried out by You or with Your collusion.
- 10.4** If You dispute any instruction or transaction carried out via the Service, You will assist Us and the appropriate authorities in any investigation carried out in relation to such instruction or transaction.

11. Contacting You

- 11.1** If We need to contact You about the Service we will normally do so via email.
- 11.2** We may also contact You in any other way that is personal to You. This may include by telephone, email, text message, post or any other appropriate messaging service.
- 11.3** You must tell Us if your name or contact details change, including any email addresses, mobile phone numbers or other contact details. If You do not tell Us, We will not be responsible if We cannot contact You or if We use outdated contact details to send You information.
- 11.4** If You call Us, calls may be monitored and recorded in case We need to check that We have carried out Your instructions correctly and to help Us improve Our quality of service.
- 11.5** The Service may include from time to time a system which enables You to send to Us, and receive from Us, secure messages (the "Secure Messaging System").
- 11.6** Whenever We send to You a secure message, You will receive from Us an email to the current personal email address You have provided to Us within the Service, notifying You that You have received a secure message. You should in any case check for secure messages each time that You log in to the Service.
- 11.7** If You wish to contact Us, or respond to any secure message received from Us, You should do so via the Secure Messaging System. You should not in any circumstance send to Us any personal, Account related, financial, or other confidential information via any electronic communication method (including email) other than the Secure Messaging System.
- 11.8** Though We will take reasonable steps to do so, We cannot guarantee the security of the Secure Messaging System or any data or information that You send to Us, or receive from Us, via the Secure Messaging System.
- 11.9** You should not send Us any messages via the Secure Messaging System:
- which relate to the loss or theft of Your Security Details, or otherwise raise concerns about any possible compromise of Your Security Details (instead You should call Us on 0344 225 3939);
 - which are frivolous, offensive, or otherwise inappropriate; or
 - which require immediate attention (instead You should call Us on 0344 225 3939).

12. Miscellaneous

- 12.1** If any provision of this agreement is or becomes illegal or unenforceable for any reason, it shall be deemed amended to the minimum extent possible to make it valid, legal, and enforceable.
- 12.2** If any term of this agreement is found to be unenforceable, this will not affect the validity of any others.
- 12.3** A person who is not a party to this agreement shall not have any right to enforce this agreement.
- 12.4** We may transfer Our rights and obligations under this agreement. This agreement is personal to You and You may not transfer Your rights and obligations under this agreement.
- 12.5** You must not use the Service except for Your own use. You must not adapt, alter, modify, copy or reverse-engineer any part of the Service or allow someone else to do the same.
- 12.6** We may choose not to enforce or rely on one or more of the terms of this agreement at any time, but We reserve the right to start applying them again at any time. Any delay or non-exercise by Us of any of the terms of this agreement shall not amount to a waiver or release of those terms.
- 12.7** These Online Account Access Terms are available only in English and all communications from Us will be in English. We will only accept communications and instructions from You in English.

13. Governing Law and Jurisdiction

- 13.1** These Online Account Access Terms shall be interpreted in accordance with English Law and You and We both agree to submit to the exclusive jurisdiction of the English Courts.
- 13.2** If You use the Service from outside the United Kingdom, You are responsible for ensuring that Your use of the Service is in compliance with local laws and regulations. The Service may use data encryption which may be illegal in some countries outside of the UK. You should not access the Service from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by You as a result of You breaking any local law by using the Service from outside the UK.

If you'd like this in another format such as larger print, braille or audio please contact us on 0344 225 3939

Calls to 03 numbers will cost you no more than a national rate call to 01 or 02 numbers and are part of any free minutes on your call plan. This applies to any type of line, including mobile, fixed lines or payphones.

Calls may be recorded for training purposes and to improve the service we provide.

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Cambridge & Counties Bank Limited. Registered office: Charnwood Court, 5B New Walk, Leicester LE1 6TE United Kingdom. Registered number 07972522. Registered in England and Wales.
We are authorised by the Prudential Regulation Authority and are regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No: 579415