



Baroda Connect

Personal Banking (Individual) Internet Banking Terms and Conditions

1 Introduction to our Internet Banking Service

1.1 Our agreement with you to provide you with **Internet banking services** consists of:

- 1.1.1 these **Internet banking service** Terms and Conditions (**Terms**);
- 1.1.2 any other Specific Terms and Conditions which apply to the Accounts you hold with us and access using our **Internet banking service**;
- 1.1.3 our General Terms and Conditions; and
- 1.1.4 our Application Form signed by you.

1.2 The words and phrases used in bold in these Terms have the same meanings as those shown in section 1 of our General Terms and Conditions. In addition, the following words and phrases are also printed in bold type in these Terms as they have a special meaning which is explained here. In these Terms:

- 1.2.1 **Internet Banking Service** means the Baroda Connect **Internet banking service** available through our Website to customers of our UK branches. This **Internet banking service** is available either with **View rights** only or **Transaction rights**, depending on what we have agreed with you on your Accounts.
- 1.2.2 **One Time Password** means the security code sent to you the first time that you sign onto the **Internet banking service** and each time you log in after that using a computer you have not used to access the service before which you must enter in order to access the **Internet banking service**.
- 1.2.3 **Sign-on Password** means the password which you must enter each time you access the **Internet banking service**.
- 1.2.4 **Security Questions** means the selection of questions you will be asked when logging into the **Internet banking service** as further described in clause 2.3.
- 1.2.5 **Tracker ID** means the security code that must be entered to confirm the registration of a new payee/beneficiary.
- 1.2.6 **Transaction Rights** means the rights to use the **Internet banking service** to carry out transactions on your Accounts as well as to view your Accounts.
- 1.2.7 **Transaction Password** means the password which you must enter in order to confirm any instruction you give us.
- 1.2.8 **User ID** means the user name which we send to you which you will need to sign on to the **Internet banking service**, register a payee and/or carry out a transaction.
- 1.2.9 **View Rights** means the **Internet banking service** whereby you can view your Accounts but do not have **Transaction rights**.

1.3 Your use of our **Internet banking service** is also subject to our Privacy Policy, which explains how we collect, use and share your personal information. Copies are available in our branches and can be provided upon request.

1.4 You may use our **Internet banking service** to access any Account(s) you hold with us in order to view your Account information. If we have provided you with **Transaction rights** you may also be able to use the **Internet banking service** to provide us with instructions, including payment instructions, in relation to Savings and Current Accounts. Payment instructions cannot be given on Term Deposit or Loan Accounts.

1.5 You can usually use our **Internet banking service** at any time. However, there may be times when it is temporarily unavailable, for example, if we have to carry out emergency or routine maintenance or systems upgrades. If this happens, we will work to re-establish the provision of our **Internet banking service** as soon as possible.



- 1.6 In order to access our **Internet banking service**, you will need to have access to a computer and the internet. The computer and internet service you use must meet any reasonable requirements we may set.
- 1.7 It is also a condition of the **Internet banking services** that you must also have a mobile telephone capable of receiving text messages from us. You will need to provide us with your mobile telephone number so that we can send text messages to you for the purpose of enabling you to use the **Internet banking service**. If:
- 1.7.1 you change your mobile telephone number, you must tell us as soon as reasonably possible by completing the appropriate form which is available on our Website and taking it into your Account maintaining branch where we will update our records immediately. You may not be able to access the **Internet banking service** or make transactions (if applicable) until we have received the correct mobile telephone number and have updated our systems with the new number.
- 1.6.2 you lose your mobile telephone, it is stolen or you suspect it is being used without your permission, you must tell us immediately and we may suspend your use of the **Internet banking service** until the matter has been resolved. Please see clause 5 of these Terms below for more details on when we may suspend your use of the **Internet banking service**.
- 1.8 You must use the **Internet banking service** in accordance with these Terms, the General Terms and Conditions and any Specific Terms and Conditions which apply to your Account(s).
- 1.9 Please read these Terms and keep a copy of them in a safe place for your future reference. We can provide you with additional or up to date copies of these Terms (and any other documents which form part of the contract between you and us) on request.

2 Security

- 2.1 When you register to use the **Internet banking service** for the first time, we will send you your **User id** by post (to your communication address). You will need to collect your **Sign-on password** and **Transaction password** from your Account maintaining branch.
- 2.2 In order to access the **Internet banking service**, you must log in using your **User id** and **Sign-on password**. The first time that you log in to the **Internet banking service** and for any time you log in after that using a computer you have not used to access the **Internet banking service** before we will prompt you to enter your mobile telephone number and send you a **One time password** which you will need to enter to confirm your identity. You will need to enter the **One time password** as prompted on screen in order to access the **Internet banking service**. Each **One time password** can only be used once and will expire shortly after we have sent it to you.
- 2.3 When you log in for the first time, you will have to change your **Transaction password** and **Sign-on password**. If you have **Transaction rights** on your Account, you will be asked to set up a number of **Security questions** for which you must provide corresponding responses.
- 2.4 You can change your **Transaction password** at any time by following the "Change Your Password" option in the secure area of the **Internet banking service**. When you change your **Transaction password**, it must be to a new password which you have not used to access the **Internet banking service** before.
- 2.5 If you have forgotten your Sign-on or **Transaction password**, you must request a new one by completing the appropriate form available on our Website and collecting your new **Transaction password** from your branch.
- 2.6 If your **Sign-on password** is blocked for any reason, and you have **Transaction rights** on your Account, you will be able to unblock it by answering your **Security questions**. Otherwise the same process as set out in clause 2.5 applies.
- 2.7 You must take all reasonable precautions to keep your **User id**, **Sign-on password**, **Transaction password** or any **One time password** or **Tracker id** we send to you under these Terms, safe. These precautions include:



- 2.7.1 never writing your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you down in a way which can be understood by another person;
- 2.7.2 not choosing a **Transaction password** which may be easily guessed by another person;
- 2.7.3 taking care to ensure that no-one else hears or sees **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you when you use them;
- 2.7.4 keeping your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you unique to the **Internet banking service** you use with us;
- 2.7.5 not telling anyone (and this includes not telling a Joint Account holder) your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you. This includes us as we will never ask for your username and password;
- 2.7.6 telling us as soon as reasonably possible if you think someone else knows your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you. If you think someone else knows your **Transaction password**, you should change it immediately;
- 2.7.7 keeping your computer secure by using anti-virus, anti-spyware and firewall software;
- 2.7.8 never accessing our **Internet banking service** through a link sent to you in an email and logging in using your **User id** and **Sign-on password** and, if requested, a One-Time Password we send to you. You should always access our **Internet banking service** by typing our Website address into your web browser;
- 2.7.9 never using a computer which can be used by other people without first making sure no-one is able to observe you and logging out and closing the browser once you have finished using our **Internet banking service**;
- 2.7.10 once you have logged in, do not leave the computer or allow another person to use it until you have logged out of our **Internet banking service**; and
- 2.7.11 not recording your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you on software which retains it automatically (such as “save password” features on your internet browser).
- 2.8 You must tell us without delay If:
- 2.8.1 your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you is lost or stolen, or you suspect that someone else has used or tried to use them without your authorisation; or
- 2.8.2 you become aware of any incorrectly executed instructions or any unauthorised transaction on your Account(s) (and within a maximum of 13 months of the date of the transaction)
- by:
- contacting your Account maintaining branch during office hours by telephone;
 - emailing us at barodaconnect.uk@bankofbaroda.com;

3 **Joint Accounts**

- 3.1 Your registration for our **Internet banking service** is based on you individually and not the Accounts which you hold with us. This means that if you hold any Accounts jointly with another person, you can register for our **Internet banking service** and give us instructions regarding those Accounts independently from any other joint Account holder. In order to register for the **Internet banking service** on joint Accounts, all persons named on the joint Account(s) will need to sign the



Application Form and each will then be registered for the **Internet banking service** as an independent user, with their own passwords and **User id**.

- 3.2 In relation to joint Account(s), if any of you informs us that you are no longer happy for the **Internet banking service** to be available to all joint Account holders, we will treat this as a dispute and suspend the use of the **Internet banking service** in relation to the affected Account(s).
- 3.3 Please refer to clause 3 and 18 of our General Terms and Conditions for further information relating to joint Account holders.

4 **Instructions and Making Transactions**

- 4.1 If your **User id**, **Sign-on password**, **Transaction password** and, if required, any **One time password** or **Tracker id** we have sent to your mobile telephone, have been used to access the **Internet banking service** and you have not notified us under clause 2.8 of these Terms, we will assume we are dealing with you and will act on any instruction (including relating to the making of payments out of your Account(s)) without getting further confirmation from you.
- 4.2 We may refuse to act on instructions you give to us through the **Internet banking service** if:
- 4.2.1 you do not have available funds to make the payment or have exceeded a limit we have applied to your Account or your use of our **Internet banking service** (such as the limits set out in clause 4.11);
 - 4.2.2 the payment instruction is not clear or you have not provided us with the correct payment details;
 - 4.2.3 there is a legal requirement or a court or other authority that tells us to act in that way;
 - 4.2.4 we reasonably believe that someone else may have rights over money in your Account (in this case we can also ask (or require you to ask) a court what to do, or do anything else we may reasonably need to do to protect us); or
 - 4.2.5 any other reason set out in our General Terms and Conditions or the Specific Terms and Conditions which apply to your Account(s).
- 4.3 Unless the law prevents us from doing so, we will try to contact you to tell you that we are refusing to act on your payment instruction. We will do this at the earliest opportunity but in any case by the time the payment should have reached the bank you have asked us to make the payment to.
- 4.4 You may use our **Internet banking service** to subscribe for alerts relating to your Accounts and any transaction on those Accounts which will be sent to your mobile telephone.
- 4.5 If you have **Transaction rights**, you may use our **Internet banking service** to transfer funds between the Accounts you hold with us, to transfer funds to accounts you hold with other institutions or to accounts held by other people. You can do this by making one off transactions from your Account(s) or scheduling a future payment. You will not be able to transfer funds out of any loan or term deposit Accounts you hold with us.
- 4.6 If you would like to set up a new payee, you must follow the "Add a Beneficiary" link in the secure area of the **Internet banking service** and follow the onscreen instructions. We will send to your mobile telephone a **Tracker id** which you must enter on screen to confirm you want to set up the new payee.
- 4.7 In order to instruct us to make a payment out of your Account, you must:
- log in to the **Internet banking service** using your **User id** and **Sign-on password** and, if applicable, the **One time password** we send to your mobile telephone;
 - select the payee from the drop-down list of registered beneficiaries on-screen;
 - select the payee's account into which the payment is to be made; and
 - authorise the transaction by entering your **Transaction password**.
- 4.8 Once you have instructed us to make a payment out of your Account using the **Internet banking service**, you may only cancel that payment instruction in accordance with the following:



- 4.8.1 If you instruct us to make a one off transfer to another account, this will be treated by us as a request to make an immediate payment and you will not be able to cancel it. This is because we start to process your instructions immediately.
- 4.8.2 You can cancel a scheduled future payment using the **Internet banking service** at any point before the payment is made.
- 4.9 You can cancel a cheque which has not yet been drawn on your Account. You can do this provided we receive your request to cancel the cheque before the cheque is presented to us for payment.
- 4.10 The timescales for processing payments you ask us to make using our **Internet banking service** will be as follows and are on the basis that we receive your instruction before the Cut-off Time on a Working Day:
- 4.10.1 Payments made to another account held by you or another person with us will reach the recipient's account immediately.
- 4.10.2 Payments made to another account held in the UK will reach the recipient's account:
- (i) For payments made by CHAPS no later than the next Working Day after the day on which you request we make the payment provided we receive the request before the Cut-Off Time; or
 - (ii) For payments made by Faster Payments no later no later than the next Working Day after the day on which you request we make the payment.
- 4.10.3 For payments made to an account held outside of the UK (when this service becomes available as part of the **Internet banking service**):
- (i) If you ask us to make a payment to a person with an account at a bank in the EEA, other than in the UK, and the payment is in Euro, the payment will reach the other bank no later than three Working Days after we received the payment instruction.
 - (ii) For payments in other EEA currencies to countries within the EEA, the payment will reach the other bank no later than four Working Days after we received your payment instruction. The bank receiving the payment from us is required by law to pay it into its customer's account on the day it receives the payment from us.
 - (iii) If you ask us to make a payment to a person in another currency or with an Account at a bank outside the EEA, we will give you an indication of the date on which the payment is likely to be received by that bank. This does not mean that the recipient will receive the payment on the same day. This will depend on the banking practice of the country concerned.
 - (iv) We will use our Standard Exchange Rate for selling the relevant currency unless we tell you a different rate applies when you ask us to make the payment. If you make a Sterling payment, we cannot control the exchange rate applied by the foreign bank.
 - (v) When you ask us to make international payments, these may be subject to charges. Please refer to our Schedule of Charges for further details
 - (vi) In making an international payment we are acting for you as your agent. You will have to comply with any relevant local laws and you agree to hold us harmless against all obligations and responsibilities we incur as a result of acting for you.
 - (vii) There may be delay in carrying out the payment instructions, while monitoring and/or fraud prevention checks takes place, as required by law.
- 4.11 There are limits on the amount of funds you can transfer in any single transaction as well as limits on the amount of funds you can transfer from your Accounts using the **Internet banking service** in any one day, week, month and year. We will set those limits from time to time and let you know what they are by post, email, by text message to your mobile telephone or by adding a message to



your monthly statements. There are also limits on the amount of funds you can transfer from your sterling Account to another account held in a different currency (when this service becomes available as part of the **Internet banking service**). We may agree to, at our discretion, increase these limits upon receiving your specific request in writing. For details of the exchange rates which will apply in relation to payments made to accounts held in other currencies, please see our General Terms and Conditions.

5 **Unauthorised Transactions**

5.1 Our liability for unauthorised transactions is as set out in clause 9 of our General Terms and Conditions.

5.2 We will not be liable for any unauthorised transactions on your Account executed through the **Internet banking service** if you have:

- (i) acted fraudulently; or
- (ii) with intent or with gross negligence in failing to comply with clause(s) 2.7 and/or 1.8 and/or 2.8

6 **Suspending the Internet Banking Service**

6.1 You will not be able to use our **Internet banking service** if we have suspended your ability to use it. We can do this if we reasonably consider it necessary for reasons relating to:

6.1.1 the security of your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to you or if you tell us your mobile telephone has been lost, stolen or is otherwise being used without your consent;

6.1.2 suspected unauthorised or fraudulent use of your **User id, Sign-on password, Transaction password** or any **One time password** or **Tracker id** we send to your mobile telephone or your mobile telephone itself; or

6.1.3 a significant increased risk that you may be unable to pay any money you owe us on any of the Accounts you hold with us and you can use our **Internet banking service** to increase the amount of money you owe us.

6.2 Unless the law prevents us from doing so or we believe it would undermine our security measures, we will try to contact you by telephone or writing in advance to tell you that we have done this and our reason for doing so. If we are unable to tell you in advance, we will tell you as soon as possible afterwards.

7 **Varying these Terms**

7.1 We may from time to time vary these Terms for the following reasons:

7.1.1 if the change is favourable to you;

7.1.2 to comply with our legal obligations;

7.1.3 to reflect changes in general banking practice;

7.1.4 to reflect regulatory changes;

7.1.5 where required to do so, or to reflect a decision or recommendation as the result of any ruling by a competent court or other law enforcing body; or

7.1.6 to reflect changes in costs associated with the relevant technology, the costs we pay to others in relation to the **Internet banking service** and/or our reasonable costs in providing the **Internet banking service**.

7.2 We will tell you about any changes to these Terms and when they come into effect by sending a notice with your statement, by writing to you by post, email or sending you a message in the secure area of the **Internet banking service**.



7.3 If we decide to make any changes to these Terms we will give you 60 calendar days' notice of the change. If we make any changes to these Terms which do not disadvantage you, we may make the changes immediately and tell you about them within 60 calendar days of having done so.

7.4 If the changes are not to your advantage, you may wish to terminate your use of our **Internet banking service**. For further information on how to terminate these Terms and the consequences of doing so, please see clause 8 of these Terms.

8 **Cancelling and terminating the Internet Banking Service**

8.1 You may cancel your **Internet banking service** within 14 days starting with the day after the day on which you register for our **Internet banking service**. You can do this by writing to your Account maintaining branch or going into your branch and informing a cashier.

8.2 You can end these Terms at any time by writing to your Account maintaining branch or going into your branch and informing a cashier. Your termination of these Terms will also be treated as termination of any Accounts you hold with us which can only be accessed through our **Internet banking service**.

8.3 We may end these Terms:

8.3.1 by giving you 2 months' personal notice.

8.3.2 immediately if:

(a) you are, or we reasonably consider you to be:

- using or obtaining, or allowing someone else to use or obtain, a service or money illegally;
- acting fraudulently; or
- behaving improperly.

(b) we reasonably consider that by continuing the provision of the **Internet banking service**:

- we may break a legal requirement or a court order or other authority;
- we are or may be exposed to action from any government or regulator; or
- you have seriously or persistently broken these Terms in any other way.

9 **General**

9.1 We do not currently charge for using our **Internet banking service** although you may be charged for using specific functionalities such as making certain types of transactions. Please see our Schedule of Charges for more details. We may introduce a charge for our **Internet banking service** in the future. If we do, the provisions of clauses 7.3 and 7.4 apply.

9.2 We may introduce a facility to apply for some products (subject to terms and conditions) through the ["Apply Online"] function. We may also introduce additional functionality or services as part of the **Internet banking service** as Baroda Connect develops, such as cross currency and cross border online money transfers.

9.3 All notices given to you under these Terms (including any changes to these Terms) will be given to you personally and this may include by post, email or by sending you a message via the **Internet banking service**.

9.4 If any part of these Terms proves to be unenforceable in any way, the remainder of these Terms will be unaffected and will remain valid. We may not always strictly enforce our rights under these Terms and Conditions. If we do this, it will just be a temporary measure and we may enforce our rights strictly again.

9.5 These Terms are governed by the laws of England and Wales. If you are resident in England or Wales, these terms shall be subject to the jurisdiction of the courts of England and Wales. If you are resident in Scotland, then these Terms shall be subject to the jurisdiction of the Scottish courts.



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- 9.6 These Terms are in English and all communications between us and you will be in English.
- 9.7 There may be other costs or taxes imposed by and payable to third parties in connection with your use of the **Internet banking service**, for example your internet service provider.
- 9.8 If you have a complaint, please write in the first instance to your Account maintaining branch. We have procedures designed to resolve your complaint effectively. We can give you a leaflet describing those procedures if you ask for it at any time, from any of our branches. It can also be accessed from our Website.
- 9.9 We are a member of the Financial Ombudsman Service (FOS). If you make a complaint and are not satisfied with the final response we give under our internal complaints procedure, you can ask the complaint to be resolved by the Ombudsman. You can contact FOS by writing to the following address:
- Financial Ombudsman Service
South Quay Plaza
183 Marshall Wall
London
E14 9SR
Tel: 0845 080 1800
- 9.10 Bank of Baroda is established in the UK with company number BR002014 at 32 City Road, London, EC1Y 2BD. This is our UK head office. We are authorized and regulated by the Financial Conduct Authority (FCA) & Prudential Regulation Authority (PRA). Our FSA firm reference number is 204624 and you can check our details online on the FSA's registered by going to www.fsa.gov.uk.
- 9.11 You can write to us at Bank of Baroda, 32 City Road, London, and EC1Y 2BD. Tel: 020 7457 1515. Email: info.uk@bankofbaroda.com.