

## Terms and Conditions for My *NILGOSC* Pension *Online*

*Last Updated – November 2018*

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE**

### **Welcome to My *NILGOSC* Pension *Online*.**

Your use of the My *NILGOSC* Pension Online Service ('the Service') is subject to the following terms and conditions ('these Terms'). As part of the registration process you are asked to agree to these Terms. You may only access the Service if you have agreed to these Terms and your use of the Service is always subject to these Terms, as varied from time to time

#### **Information about us**

The term '*NILGOSC*' or 'us' or 'we' refers to the Northern Ireland Local Government Officers' Superannuation Committee whose offices are at Templeton House, 411 Hollywood Road, Belfast, BT4 2LP. *NILGOSC* is the body that administers the Local Government Pension Scheme in Northern Ireland ('LGPSNI')

The term 'you' refers to any person using the Service.

#### **Use of the *NILGOSC* Website and the Service**

Use of the *NILGOSC* website generally and in relation to the Service is subject to our Website Usage Terms and Conditions which can be found [here](#) and which form part of these Terms. In these Terms, 'our Website' means the *NILGOSC* website generally and in relation to the Service.

#### **Cookies**

We use cookies for the proper functioning of our Website. No personal details are stored. You can find out more about cookies [here](#).

#### **Personal Data**

Any personal data which you give to us when using the Service will be processed in accordance with data protection law and our Privacy Notice for Members and Scheme Beneficiaries and, where appropriate, will become part of your pension record with *NILGOSC*.

You can read the Privacy Notice [here](#).

The Privacy Notice sets out full details of the legal basis for our use of your personal data, the types of personal data that we hold, how we obtain it, how we may use your personal data, organisations with whom we share personal data, your rights and other information. It may change from time to time and the up to date Privacy Notice will always be available on our website.

#### **Changes to these Terms**

We may revise these Terms at any time. The most recent version will always be available via the Service. Please check them from time to time to take notice of any changes we make, as they are binding upon you.

#### **Changes to the Service**

We may update the Service and may change the content at any time. We endeavour to keep the content up to date - however, please note that this is not always possible and at times content may be out of date. We do not guarantee that the content available through the Service will be free from errors or omissions.

### Accessing the Service

We do not guarantee that the Service will always be available or be uninterrupted.

- \* Access to the Service is permitted on a temporary basis.
- \* We may suspend, withdraw, discontinue or change all or any part of the Service without notice.
- \* We will not be liable to you if for any reason the Service is unavailable at any time or for any period.
- \* You are responsible for making all arrangements necessary for you to have access to the Service, such as internet access.

### Your account, activation key and password – keep them safe!

**This service should only be used to access your own account.**

You must keep safe your registration and log-in details, including any username, activation key, password or other security information. It is important that you keep this information private and confidential and you must not disclose any of it to any third party. Confidentiality helps to prevent unauthorised access to the Service and unauthorised viewing of your pension record.

- \* If you know or suspect that anyone other than you knows your username, activation key or password, you must amend your security settings for access immediately – for example, by changing your password. Please contact us if you require assistance.

We reserve the right to suspend your access to the Service and/or disable any username, activation key or password at any time. We may take this action if we reasonably believe that you have breached these Terms or where it is necessary for operational reasons, such as updating the Service or other routine work.

- \* Unauthorised access of any pension record via the Service may contravene the Computer Misuse Act 1990 and may incur criminal penalties as well as damages.

### Uploading content using the Service

Whenever you make use of a feature that allows you to upload content using the Service, you must comply with the following content standards, set out below. You warrant that any such contribution does comply with the content standards and you will be liable to us and indemnify us, without limitation, for any breach of that warranty.

Please note that any changes that you make to your contact details or personal information when using the Service will immediately update your pension record. You are advised to check that the changes made are correct. If they are not, please contact us as soon as possible.

### Content Standards

These content standards apply to any and all material which you input or upload when using the Service (contributions).

- \* Contributions must:
  - Be accurate (where they state facts).
  - Be genuinely held (where they state opinions).
  - Comply with applicable law in the UK and in any country from which they are posted.
- \* Contributions must not:
  - Infringe any copyright, database right or trademark of any other person.
  - Be likely to deceive any person.
  - Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
  - Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

### Intellectual Property Rights

The content that you can view by using the Service includes material owned by NILGOSC, its licensors and its content providers. This material includes, but is not limited to, the design, layout, look, appearance and graphics. The reproduction of any text, graphics, images, video or audio files, code, design or logo is forbidden without NILGOSC's written permission.

- \* All intellectual property rights are reserved.
- \* Our copyright and other intellectual property rights are protected by UK law.

### What can I print or download?

You may print a copy, and may download extracts, of any webpage(s) which you can view by using the Service for your **personal use** only.

- \* You must not use any part of the content for commercial purposes without obtaining a licence to do so from us or our licensors.
- \* You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- \* If you print off, copy or download any part of the content in breach of these Terms, you must, at our option, return or destroy any copies of the materials you have made.

### No reliance on information

The content which you can access by using the Service is for general information only. It is not intended to amount to advice on which you should rely. You should not act or refrain from taking any action based on the information that you obtain by using the Service. You must obtain independent professional or specialist advice before taking, or refraining from, any action.

- \* Any calculations made when using the Service are applicable to your LGPSNI benefits only and therefore do not include any benefits payable in respect of your in-house additional voluntary contribution (AVC) arrangement. If you are an AVC contributor and you wish to receive information regarding your options upon retirement, please contact us directly.
- \* Calculations made when using the Service use the information that we hold in your pension record, including information that we have received from your employer or former employer(s). If that information is incorrect, the estimated values generated in the calculations will also be incorrect. NILGOSC excludes to the fullest extent permissible by

law any liability to you for any such errors and/or for any estimates generated from faulty information supplied to us by your employer or former employer.

- \* The values generated from any benefit projection accessed by using the Service are **estimated values only** and therefore do not confer any statutory rights. They are calculated in accordance with current legislation\* and are provided on the understanding that they **are not legally binding**. You must not rely upon these estimates or take any decisions based upon them. To the fullest extent permissible at law, NILGOSC excludes any liability to you in relation to estimates generated or any other information accessed via the Service.
- \* The information shown via the Service is the most recent information we have been provided by an employer at the date shown and is subject to change. If you suspect any of this information to be incorrect, please contact us.

The information provided via the Service is based on the Local Government Pension Scheme (Northern Ireland) Regulations and on other relevant legislation\*.

*\*Legislation changes from time to time and, although we endeavour to keep the Service up to date, there will be times when the Service has not been updated.*

The information provided via the Service is for general use and cannot cover every personal circumstance and cannot cover specific protected rights that apply to a very limited number of members.

- \* In the event of any dispute over your pension benefits, the appropriate legislation will prevail as the Service does not confer any contractual or statutory rights upon you and is provided strictly for general information purposes only. You should not act in reliance upon any information that you obtain from your use of the Service
- \* Neither NILGOSC nor any of its officers, employees, servants, agents or other representatives will be liable for any damage or loss caused to you or any other party arising out of or in connection with the use the Service or for any actions that you take or refrain from taking based upon information obtained from use of the Service. This limitation of liability applies to any and all damages, loss, cost or expense of any kind, howsoever arising, including, without limitation to the generality of the foregoing, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- \* For the avoidance of doubt, NILGOSC does not limit its liability for death or personal injury, where either arises as a result of the negligence of NILGOSC's officers, employees or other representatives. NILGOSC also does not exclude or limit our liability for our fraud or fraudulent misrepresentation.
- \* To the fullest extent permitted by law, we exclude all warranties, representations or other terms which may apply to the Service or any content which you can access by using the Service, whether expressed or implied. These Terms and the connected documents referred to in this document, as varied from time to time, form the complete agreement between us with regard to your use of this Service.

### **Material to be consulted in its entirety**

You should read all materials available through using the Service in their entirety, including any footnotes, legal disclaimers, restrictions or disclosures, and any copyright or proprietary notices. Any disclaimers, restrictions, or other clauses apply to any partial document or material in the same

manner as they do the whole and will be deemed incorporated in the portion of any material or document you consult or download.

### **Personal Use Only**

Please note that the Service is provided for domestic and private use only. You must not use the Service for any commercial or business purposes, and we expressly exclude any liability whatsoever to you or any other person arising from any such use to the fullest extent permissible by law. Such use will in all circumstances be unauthorised.

### **Links from the Service**

Links from the Service to other sites are provided for your information and convenience only, and no responsibility or liability can be accepted for the content, accuracy, or other aspects of these site. The provision of a link does not imply endorsement of any kind by NILGOSC.

### **Viruses**

NILGOSC make every effort to ensure that the servers hosting the Service are clean from viruses. We do not accept any responsibility for any loss, disruption or damage to your data or your computer system which may occur whilst using material derived from this website. It is best practice to ensure that your anti-virus application is up to date and working as expected.

- \* You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- \* You must not attempt to gain unauthorised access to the Service, the servers on which the Service and/or our Website are stored or any server, computer or database connected to the Service and/or our Website.
- \* You must not attack the Service or our Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.

### **Global restrictions**

NILGOSC makes no representations that the content of the Service is appropriate for use in all locations. When you access the Service, you do so on your own initiative and you are responsible for compliance with applicable local laws or regulations.

### **Contact us**

NILGOSC, Templeton House, 411 Holywood Road, Belfast, BT4 2LP.

**Email:** [info@NILGOSC.org.uk](mailto:info@NILGOSC.org.uk)

**Telephone:** 0345 3197 320