

THE
FAMILY
BUILDING
SOCIETY

**GENERAL CONDITIONS
FOR OUR SAVINGS
ACCOUNTS**

INFORMATION THAT APPLIES TO ALL ACCOUNTS

HOW TO CONTACT US

You can contact us by:

- calling our Family Service Team: 03330 140144
- visiting our website: familybuildingsociety.co.uk
- writing to us: Ebbisham House, 30 Church Street, Epsom, Surrey, KT17 4NL
- emailing us: savings.service@familybsoc.co.uk

Our Family Service Team are available Monday to Saturday, excluding bank holidays. Please refer to our website for our full opening hours.

Please note, ways of contacting us may be restricted in relation to certain products. If so, this is stated in the Product Features leaflet of the particular account. You can request a copy of these terms and conditions and the Product Features leaflet and Summary Box relevant to your account at any time whilst your account remains open.

CHANGING YOUR MIND

As long as you tell us within 15 calendar days of the date your account was opened that you are not happy with your choice of account, you may close your account, subject to any cheque clearance. You can either withdraw these savings or transfer them to another account with us. You can do this without a charge. We will pay interest up to, but not including, the day your account is closed. To let us know you want to change your account, please write to us using the address above. If you don't let us know, you will continue to be bound by the terms and conditions, and any other special conditions that may apply to your account.

Please note, if you cancel a Cash ISA it will not count towards your ISA subscription limits for the tax year.

INTEREST RATE

If the rate of interest on your savings is variable, we are able to vary the rate in accordance with Condition 14 of the terms and conditions on pages 13 and 14 of this booklet.

We will let you know the interest rate currently payable for all your savings accounts each April with our Annual Savings Summary.

You can check the interest rate applying to your account and other accounts currently available at any time on our website at familybuildingsociety.co.uk or by calling our Family Service Team on 03330 140144.

PAYMENT OF INTEREST

Interest is calculated on a daily basis. Your savings earn interest from the day of receipt (or from the day your account is opened, if this is later) until, but not including, the day of withdrawal. Unless your account terms specify how interest will be paid, you can choose to have the interest added to your account or to another account with us or directly to a pre-nominated bank or building society account in your name. If we pay interest to another account, any interest arising from transactions in the final days of the month of payment will be reflected in the next interest payment we make to you.

Monthly interest, where available, is paid at a reduced rate of interest and must be paid to another account in your name. If you would like to change your interest payment instructions, we must receive these in writing at least one month before the next interest payment.

If the interest due to you at the interest payment date is a debit figure instead of a credit figure, we will give you 14 calendar days' notice before the debit interest is posted to your account. This may happen if penalty interest for an early withdrawal outweighs the interest earned for the period.

PERSONAL SAVINGS ALLOWANCE

The introduction of the Personal Savings Allowance means that from 6 April 2016 most people no longer pay tax on their cash savings income. The allowance is £1,000 for basic rate taxpayers and £500 for higher rate taxpayers. There is usually no allowance for additional rate tax payers.

From 6 April 2016 building societies and banks have stopped deducting tax from the interest they pay on your savings. Instead, interest is paid gross on your savings accounts.

Whilst you remain a customer, each April we will send you an Annual Savings Summary showing the interest paid on all of your accounts in the previous tax year. This shows the interest rate, amount of interest paid and confirmation of the account balance for all accounts currently open, or that were closed during the previous tax year.

Please note, you will need to declare any income from savings interest over your Personal Savings Allowance to HMRC. For further information on how the allowance works and/or how to declare this income, please contact HMRC. Family Building Society is unable to help you with this.

The interest paid on Cash ISAs remains tax-free, because it is exempt from income tax under rules set by the Government. This means that it does not count towards your Personal Savings Allowance because it is already tax-free. The tax treatment of ISAs may vary in future.

The overall tax treatment of your savings depends on your individual circumstances and may be subject to change in the future.

KEEPING TRACK OF YOUR SAVINGS

Details of your current balance, transaction history and interest paid can be viewed using our internet based service, Family Building Society Online Service (registration required). If we issue a passbook for your account, this should be kept in a safe place and posted to us to update each time a withdrawal is made online.

Please let us know as soon as possible if you change your name, address, telephone number or email address so we can keep you up to date with information about your account.

ONLINE SERVICE

Our Online Service provides secure access to your account(s). It allows you to open additional savings accounts and, for certain accounts, you can pay money in using your debit card or make a withdrawal. To register, visit our website at familybuildingsociety.co.uk, click on the link provided and follow the on screen instructions. Once registered, your access to the service is normally activated within two to four working days.

The Online Service may not be available for certain products, transactions or customers. If so, this is stated in the Product Features leaflet of the particular account.

JOINT ACCOUNTS

Unless the special conditions for a particular account specify otherwise, accounts can be opened in the names of two or more people, up to a maximum of four.

Unless you tell us otherwise in writing, each account holder can separately make withdrawals, authorise transactions or issue instructions in connection with the account. This means it is possible for one account holder to withdraw the full balance and/or close the account.

In the event of the death of one holder, ownership of the account will pass to the survivor(s).

Although joint accounts can be convenient, it is important that you read and understand the consequences of having an account in more than one name. These are set out in Condition 3 of the terms and conditions on page 6 of this booklet.

MEMBERSHIP

We offer share and deposit accounts. Share accounts are only available to private individuals investing on their own behalf or on trust for other individuals. A deposit account can be opened by a corporate body, such as a limited company, or by individuals investing as trustees for other groups of people, such as clubs or similar organisations.

Individuals holding share accounts with the Society are members of the Society and are bound by our Rules. These are available on request or from our website.

The Rules set out the rights and obligations attached

to membership. These include the right to receive notification of and attend the Annual General Meeting and to vote in elections for the board of directors. While joint account holders are also members, the first named account holder on our records is treated as the Representative Joint Holder. This entitles them to exercise the rights of membership (including voting rights) arising from the account. This is subject to any rights given to other holders by any legislation.

You can choose the order the names appear on our records. Any change in the order will happen when our records are actually changed. We will make the change within a reasonable time after you tell us.

New members are also bound by our five year Charitable Assignment. The full details of this are available on request from the Society or on our website.

Holders of deposit accounts are not members but are bound by the Rules of the Society.

ACCOUNT TERMS

The terms and conditions that apply to all our savings accounts are set out on pages 5 to 19 of this booklet. Special conditions may apply to particular types of account. You will find details of the special conditions in the Product Features leaflet and Summary Box. Details of the interest rates that apply to our savings accounts are available on our website or by calling our Family Service Team.

We may amend the terms and conditions of our accounts in accordance with Condition 16 of the terms and conditions on page 15 of this booklet.

Some of our savings accounts are limited issue. This means we may withdraw these accounts from sale at any time. Once an account has been withdrawn from sale, you may no longer be able to add any further funds to it. The special conditions for your account will explain whether or not an account is a limited issue account. They will also explain whether or not you will be able to add any further funds to it after it has been withdrawn from sale.

DATA PROTECTION AND CONFIDENTIALITY

Under data protection laws you have the right to see the personal records we hold about you. Please contact us at Family Building Society, Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL for more details.

We will hold data about you while you are a customer, and we will continue to hold data on you after your relationship with us as a customer stops. You can always let us know if information we hold about you has changed, so that we can make sure it is up to date.

You can find more details about the information we hold about you, and what we use it for, in the application form and in its accompanying leaflet "How we use Personal Information".

We will treat all your personal information as private and confidential, even when you are no longer a customer. We will not give your details to anyone (even other companies in our group) unless:

- we have to give the information by law;
- there is a duty to the public to disclose it;
- you request us to disclose it, or we have your permission to do so; or
- our interests require us to give the information (for example, to prevent fraud). We will not use this as a reason for giving your information for marketing purposes.

SAVINGS TERMS AND CONDITIONS

EFFECTIVE FROM 13 JANUARY 2018

1 INTRODUCTION

- 1.1 These terms and conditions (referred to as the “Conditions”) apply to all savings accounts with the Society, except if they are inconsistent with any “special conditions” for particular accounts (in which case those “special conditions” will apply).
- 1.2 “Special conditions” are the interest rates and other terms that apply to a specific account that are not included in the Conditions. These will include, for example, minimum and maximum balances, eligibility criteria, restrictions on account functionality, interest rates, charges, and notice periods. We will give you these special conditions separately in the Product Features leaflet and Summary Box. Details of the interest rates which apply to our savings accounts are available on our website or by calling our Family Service Team.
- 1.3 Our agreement with you for your account is a combination of these Conditions and any special conditions applying to your account.
- 1.4 In the Conditions:
- “the Society”, “we”, “us” and “our” refer to Family Building Society, a trading name of National Counties Building Society;
 - “you” and “your” refers to the account holder(s);
 - “electronic payment” means a payment to or from the account made by any means other than cash or cheque;
 - “Family Building Society Online Service” and “Online Service” mean the service we provide that allows you to obtain information from us and to carry out transactions on your account(s) with us over the internet;
 - “nominated account” is an account with another United Kingdom (UK) bank or building society that you choose to receive electronic payments from your account. It must be in your name, either solely or jointly with others;
 - “payee” means the person who is intended to receive money under a transaction;
 - “payer” means the person who gives or consents to an instruction to make a payment;
 - “Principal Office” means our office at Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL;
 - “transaction” and “transactions” are payments of money into and out of your account;
 - “working day” means Monday to Friday, excluding English bank or public holidays.
- 1.5 Unless the special conditions of the account state otherwise, you may only open an account if you are 16 or over. This does not apply to accounts opened before 13 January 2018.
- 1.6 To open an account you and, in the case of a deposit account, all authorised signatories, must be resident in the UK (excluding the Channel Islands and the Isle of Man) for tax purposes or, if not resident, you must be a Crown employee serving overseas or married to or in a civil partnership with a Crown employee serving overseas. If you are also a tax resident overseas, hold US citizenship or tax residency or later become a tax resident overseas, we may need to report your details to HM Revenue & Customs (HMRC). HMRC may transfer your details to another government overseas in accordance with relevant international tax agreements. You must tell us as soon as reasonably possible of any changes to your tax residency.
- 1.7 All payments into your account must be in Sterling. All payments out of your account will be in Sterling.

2 MINIMUM AND MAXIMUM INVESTMENT

- 2.1 The overall maximum holding any one individual can have with the Society for all share accounts is £2,000,000.
- 2.2 The overall maximum holding by any one account holder for all deposit accounts with the Society is £500,000.
- 2.3 The minimum and maximum amounts that you can invest in any particular account are set out in the special conditions of the account.
- 2.4 If your account balance falls below the minimum investment stated in the special conditions for that account you will continue to be bound by the remaining special conditions. We may close your account or pay a reduced rate of interest depending on the terms of the special conditions.

3 JOINT ACCOUNTS

- 3.1 If the account is held in joint names, we will accept the authority of any one of you to make withdrawals and to provide any other instructions in connection with the account. Any one of you may instruct us in writing at any time to only accept the authority of two or more account holders in relation to the operation of a joint account. If a relationship breakdown occurs, either or both parties may wish to provide such instruction. On receipt of this instruction we will require the written authorisation of both parties to operate the account.
- 3.2 On proof of the death of any joint account holder, we will recognise only the survivor(s) as having any ownership of or interest in the account. The survivor(s) are entitled to operate the account on the same terms. We do not accept accounts on any other basis.
- 3.3 If we think there is a dispute between the account holders which we reasonably believe is genuine we may (but will not be obliged to) require the signatures of all account holders to authorise any transaction or other changes to the account. This is despite any authorisation that was given to us previously under Condition 3.1.
- 3.4 We may (in accordance with Condition 8.2) refuse to carry out a transaction or restrict the amount that can be withdrawn if we think there is a dispute which we reasonably believe to be genuine that involves a third party, in relation to the ownership of the money in the account.
- 3.5 Any correspondence relating to the account is sent to the address of the first named account holder, unless you instruct us otherwise.
- 3.6 These Conditions apply to all account holders together and each of you separately. This means that each of you can be held fully responsible for complying with these Conditions. We will treat all of you as jointly entitled to all the money in the account.

4 PAYING MONEY INTO YOUR ACCOUNT

- 4.1 Subject to the special conditions of your account, you can pay money into your account by cheque, debit card or in cash at our branch during our normal opening hours, by post (cheques only), by transfer from another Society account, by direct debit or by other electronic payment (although you will need to set this up direct with your bank or building society). For security reasons we do not recommend that cash is sent by post. Please see Condition 9.6 regarding when interest becomes payable.
- 4.2 If you pay money in by cash at our branch, you will need to show us your passbook or provide your account number. For security reasons, we reserve the right to refuse large sums of money in notes or coins. Details of our current branch limits are available from our branch or from the Society on request.
- 4.3 Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), to make it clear who the money is intended for. This is to protect against fraud.

5 WITHDRAWING MONEY FROM YOUR ACCOUNT

- 5.1 Subject to the special conditions of your account, you can withdraw money from your account in cash at our branch during our normal opening hours (a daily limit applies, as set out in Condition 8.1). You can also withdraw money by cheque payable to you, or by electronic payment direct to your nominated account. Our cheques will not be stopped except when they have been lost or stolen.
- 5.2 We will need to verify your nominated account details and, wherever possible, we will carry out an electronic check. If we cannot verify your nominated account details electronically we will tell you what we need from you in order to confirm your account details.
- 5.3 Instructions for withdrawals can be given in writing at our branch, by post, by telephone or by using our Online Service.
- 5.4 So we can carry out your withdrawal instructions correctly, you must provide us with the additional information stated below relevant to the intended transaction, in addition to the payment amount:
- (a) Internal transfers between your accounts with us – you must tell us the account numbers of the accounts where the payment is to be taken from and credited to.
 - (b) Electronic payment to another bank or building society – you must tell us the account number of the account with us that we are to take the payment from and give us the following information about the account the payment is to be made to: recipients name(s), sort code, account number and, if applicable, any further reference needed to identify the intended destination account.
- 5.5 It is your responsibility to ensure that the details you provide us with are correct. We will not be liable if the electronic payment is delayed or goes to the wrong account or person because you gave us the wrong details, although we will use reasonable efforts to recover the money. If we are unable to recover the money, you can ask us for the information you need in order to claim for repayment of the money.

6 AUTHORISATION OF TRANSACTIONS

- 6.1 The special conditions of the particular account will specify which methods of authorisation you can use for the transaction types available.
- 6.2 Individual or recurring transfers, withdrawals, and payments into your account may be authorised in the following ways:
- (a) at our branch or by post – your written instructions are authorised by your signature matching the copy held in our records for your account.
 - (b) by telephone – once you have correctly answered the questions that we ask you to verify your identity, we will ask you for the details of your intended transaction. These details will be entered into our systems and then read back to you, at which point we will ask you to confirm your instruction. Your verbal confirmation is authorisation for the transaction.
 - (c) via our Online Service – once you have logged in using your security information you will need to enter details of the intended transaction. The Online Service will then ask you to confirm these. Your confirmation is authorisation for the transaction.

7 CANCELLING PAYMENT INSTRUCTIONS

- 7.1 You cannot cancel an instruction to make an electronic payment from your account (or to your account by direct debit) unless you have asked us to make the payment on a future date. If you've asked for it on a future date, you can cancel it up to the end of the working day before the day the payment was due to be made. If you would like to cancel an electronic payment, you can do this at our branch or by post, by telephone or via our Online Service.

8 RESTRICTIONS ON TRANSACTIONS

- 8.1 Cash withdrawals at our branch are limited to £300 per day.

- 8.2 We can refuse to carry out a transaction on your account or restrict the amount which can be withdrawn from your account. We will only do this if we reasonably think that:

- (a) the cleared balance on your account is insufficient to cover the payment;
- (b) the transaction has not been authorised in accordance with Condition 6;
- (c) your instructions are not clear or you have not provided us with sufficient details. In this case we will contact you to clarify your instructions or ask you for the relevant details (as applicable);
- (d) you or someone else may be using the account illegally or fraudulently or outside of these Conditions and/or the special conditions;
- (e) we are required to do so by law, regulation or court order;
- (f) there is a dispute (which we reasonably believe to be genuine) about the ownership of, or entitlement to, the money in the account;
- (g) circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threats, computer systems failure or strikes); or
- (h) circumstances exist which lead us to reasonably believe our financial stability is under threat (for example, where rumours cause actual or potential abnormal levels of cash withdrawals).

In the case of (g) and (h) above we will:

- (i) act proportionately to the circumstances in question;
- (ii) take all reasonable steps to ensure that the restrictions are lifted as soon as reasonably practical;
- (iii) take into account the interests of the Society's membership as a whole;
- (iv) try to contact you in advance; and
- (v) take all reasonable steps to minimise any inconvenience or financial hardship that would otherwise be caused to you.

In all other cases, we will notify you either verbally or in writing when we have done this as soon as possible, and no later than the end of the next working day following the receipt of your instructions (unless it is unlawful for us to do so or would compromise our reasonable security measures). We will also tell you how to rectify any errors.

9 TIMING OF PAYMENTS INTO YOUR ACCOUNT AND AVAILABILITY OF FUNDS

9.1 The following table sets out when the money you pay into your account appears on your account record and becomes available for you to withdraw, subject to the withdrawal terms stated in the special conditions for your account.

How we receive the money	Transaction date that will appear in your passbook or on your statement	When you can use the money (except for via our Online Service – see Condition 9.2 for more information)
Cash at our branch	Day received	Day of receipt
Cheque at our branch	Day received	Six working days after the day of receipt, unless the day of receipt is a Saturday. In this case, six working days after the first working day following the day of receipt
Cheque by post	Working day received	Six working days after the day of receipt
Faster payment	Working day received in our bank account	The first working day after the day of receipt in our bank account
BACS	Working day received in our bank account	The first working day after the day of receipt in our bank account
Standing order	Working day received in our bank account	The first working day after the day of receipt in our bank account
Bank GIRO	Working day received in our bank account	Six working days after the day of receipt in our bank account
CHAPS	Working day received in our bank account	The day of receipt unless received after 4.30pm, when it is available the next working day
Debit card – requested by 5.30pm on a working day and authorised by card issuer	Working day request received	The working day the request is received
Debit card – requested after 5.30pm on a working day and authorised by card issuer	No later than the first working day after request received	No later than the first working day after the request is received
Direct debit	The working day the receipt is due (which is three working days after we request it)	Six working days after day receipt is due

9.2 Any transactions conducted outside of our Online Service may not be shown in the Online Service until two working days after the transaction is applied to your account.

9.3 Subject to any special conditions for particular accounts we will allow withdrawals against a cheque in accordance with the table in Condition 9.1, unless we have received notice that the cheque has not been cleared. If the cheque has not cleared we will reduce your account balance accordingly and cancel any interest earned on the money while it was credited to your account.

- 9.4 If a cheque which has been credited to your account is returned unpaid more than six working days after the day of receipt (or, where the day of receipt is a non-working day, more than six working days after the first working day following the day of receipt) we will not deduct the amount of the cheque from your account unless either you agree to this or you have acted fraudulently.
- 9.5 If an electronic payment credited to your account is later recalled by the paying bank we will reduce your account balance accordingly and cancel any interest earned on the money while it was credited to your account.
- 9.6 Money paid into your account earns interest from the transaction date appearing in your passbook or statement in accordance with Condition 9.1. Cheques withdrawn and later returned for re-investment earn interest from the day of receipt by us.

10 TIMING OF PAYMENTS FROM YOUR ACCOUNT

- 10.1 The following table sets out the time of day we must receive your instruction to make a withdrawal and when we will process the resulting transaction:

Transaction	How you gave us the instruction	The cut off time for receipt of your instructions	When we will apply the transaction to your account	When the other bank or building society will receive the payment
Cash at our branch	In person during branch opening hours	5pm Monday to Friday. 12pm Saturday	On the day the withdrawal is made	N/A
Cheque at our branch	In person during branch opening hours	5pm Monday to Friday. 12pm Saturday	On the day the cheque is drawn	N/A
Cheque from our Principal Office	By telephone or in writing	4pm on the working day the cheque is to be drawn	On the working day the cheque is drawn	N/A
Transfer between Society accounts via our branch	In person during branch opening hours	5pm Monday to Friday. 12pm Saturday	On the day the transfer is made	Immediately
Transfer between Society accounts via our Principal Office	By telephone, in writing or via our Online Service	5pm on the working day the transfer is to be made	On the working day the transfer is made	On the working day the transfer is made
Withdrawal by Faster Payments	By telephone, in writing or via our Online Service	3pm on the working day the payment is to be sent	On the working day the payment is sent	No later than the end of the following working day
Withdrawal by CHAPS	By telephone or in writing	2pm on the working day the payment is to be sent	On the working day the payment is sent	The same day the payment is sent

10.2 Instructions received after the times shown on page 10 are treated as received at the start of the next working day. If you ask us to carry out a transaction on a day which is not a working day we will treat it as being instructed for the next working day.

10.3 Interest is paid on money withdrawn from your account up to but not including the working day of the withdrawal.

11 INFORMATION ABOUT ELECTRONIC PAYMENTS AND OTHER TRANSACTIONS

11.1 We will send you a statement each month that lists the electronic payments on your account (apart from the credit or payment of interest) unless:

- there have been no electronic payments on your account (apart from the credit or payment of interest) during the month; or
- you have chosen not to receive them.

11.2 Along with a reference that enables you to identify the electronic payment, we will provide you with the details of the transaction. This includes the amount, any charges applied to your account for the transaction and the date the transaction was applied to your account. We won't charge you for this information.

11.3 You can ask for information about electronic payments and other transactions on your account at any time by calling our Family Service Team or, if you operate your account online, via our Online Service.

12 UNAUTHORISED AND INCORRECTLY EXECUTED TRANSACTIONS

12.1 You should check your statements or passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so we can resolve the matter.

Unauthorised transactions

12.2 If we carry out a transaction which was not authorised by you in accordance with Condition 6 or which was cancelled by you in accordance with Condition 7, we will refund the amount of any withdrawal from your account together with any charges you paid as a result. We will also pay you any interest we would have paid you on that amount as soon as practical, and no later than the end of the working day following the time when you let us know. There are two exceptions to this Condition 12.2:

- (a) if we can prove you acted fraudulently, you will be liable for the amount we could not stop; or
- (b) if we can prove you have deliberately or with serious carelessness failed to comply with your obligations under Condition 13, you may be liable for all losses relating to transactions made before you notify us in accordance with Condition 13.

Where we have reasonable grounds to suspect that either (a) or (b) applies, we will investigate the disputed transaction and notify you of the outcome. The burden of proving fraud or deliberate or serious carelessness on your part will lie with us. If we refuse to make a refund under either (a) or (b), we will provide you with the evidence we are relying on, unless it is unlawful for us to do so.

12.3 If we make a refund and then discover that you did authorise the transaction or are otherwise liable, we may reverse the refund. We will give you reasonable notice before we do this.

Incorrectly executed transactions

12.4 If you have instructed us to make a payment from your account in accordance with Condition 5, we are responsible to you for correctly carrying out the transaction unless we can prove that the payment was received by the payee's bank or building society within the appropriate time limit set out in Condition 10. If you ask us

to, we will immediately try to trace the transaction and notify you of the outcome. If we made a mistake, we will refund the amount of the unpaid or incorrect transaction without undue delay. Where applicable, we will also restore your account to the state it would have been in if the incorrect transaction had not taken place. If we cause a delay carrying out an electronic payment, we may, where appropriate, ask the payee's bank or building society to ensure the amount is credited to the payee's account on the date it would have been credited if the transaction was carried out correctly.

- 12.5 If you are the payee in respect of an unpaid or incorrect payment, and the payer's bank or building society can prove we received the amount and your appropriate account details on time, we will immediately credit the amount to your account. Where applicable, we will also restore your account to the state it would have been in if the payment was credited to your account correctly.
- 12.6 If you initiate an electronic payment as payee (for example, by debit card or direct debit), we are responsible for correctly sending your payment order within the agreed time limit, to the bank or building society which holds the account of the payer. If we fail to do this, we will immediately resend your payment order to the other bank or building society. If you ask us, we will immediately try to trace the transaction and notify you of the outcome. If we cause a delay to the transaction we will credit the amount to your account on the date it would have been credited if the transaction was carried out correctly. Where applicable, we will also restore your account to the state it would have been in if the payment was credited to your account correctly.
- 12.7 Subject to this Condition 12, if we are responsible for an unpaid, incorrect or late payment we will refund you any charges or interest you incur directly as a result of the unpaid, incorrect or late transaction.

13 PROTECTING YOUR ACCOUNT

- 13.1 An "account document" is a passbook, certificate, card or any similar item, which we designate to be an account document. We will give you an account document, which you must keep safe. It will remain our property and it must be returned to us whenever we ask, for example, to be brought up to date or for other purposes as we may reasonably require. If requested, you must produce the relevant account document before making a withdrawal.
- 13.2 "Security details" means the information, processes or security procedures we ask you to provide or use to give us instructions. These can be either over the telephone or via our Online Service. You must keep your security details secret and safe. In particular, you must:
- (a) not disclose your security details to anyone else (including any joint account holder or Society employee), write them down or otherwise record them in a form that would be recognisable by anyone else;
 - (b) take all reasonable care to ensure that no-one sees or hears your security details when you use them;
 - (c) not allow anyone else to use any of the computer or electronic equipment you use to access the Online Service without taking reasonable precautions to prevent anyone else from accessing your account using the Online Service;
 - (d) ensure you have fully logged off from the Online Service when you are not using it;
 - (e) follow any reasonable instructions we give you from time to time regarding the safe keeping and use of your security details or other matters relating to the security of your account.
- 13.3 You must notify us as soon as possible by calling our Family Service Team (we will reimburse you for any call charges you incur) or by emailing us at savings.service@familybsoc.co.uk if you discover or suspect that:
- (a) your account document has been lost or stolen;
 - (b) someone else knows your security details; or
 - (c) someone else (other than a joint account holder) is trying to access your account without your authority.

- 13.4 If you let us know under Condition 13.3, or if we reasonably think it is necessary to protect either your security details or your account, we may suspend the use of your security details as a way to access your account. Unless it is unlawful for us to do so or would compromise our reasonable security measures, we will let you know. We will do this either verbally where we are able to do so (and then in writing), or in writing in advance. We will tell you that we intend to suspend the use of your security details and our reason for doing so. If we are unable to contact you in advance we will tell you immediately afterwards. As soon as possible after the reason for the suspension to your security details has ended, we will either remove the suspension or give you new security details. You may also request we end the suspension of your security details by writing to us.
- 13.5 Provided you have not acted fraudulently or you have not, intentionally, or with serious carelessness failed to take all reasonable steps to keep your account document or security details safe, you will only be liable for the first £35.00 of any unauthorised withdrawals from your account(s). This applies to any withdrawals made after you were aware or should have been aware of the loss, theft or unauthorised use of your account document or security details, and before you notify us in accordance with Condition 13.3 on page 12. You will not be liable for any unauthorised withdrawals where we have failed to provide you with appropriate means for notifying us under Condition 13.3.
- 13.6 We will issue you with a new account document after you have given us evidence regarding the loss and paid any fee which we may reasonably require.

14 INTEREST

- 14.1 We will tell you the interest rate that applies, and when it is paid or credited, when you open an account. This information is also available in the Product Features leaflet and Summary Box, on our website, or on request by post, telephone or email.
- 14.2 Subject to any special condition relating to interest rate changes which covers a particular account, we can change the interest rate paid on your savings as follows:
- 14.2.1 We may change the rate of interest to be paid on your savings at any time if the change is to your advantage or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):
- (a) to respond, in a proportionate manner, to changes to the Bank of England Official Bank Rate, or changes generally in interest rates offered by our competitors in the savings market;
 - (b) to enable us to maintain, in a proportionate manner, the competitiveness of interest rates charged to borrowers from us, while having regard to the interests of our savers and our business as a whole;
 - (c) to reflect, in a proportionate manner, any increase or reduction in costs reasonably incurred by us in operating our savings products;
 - (d) if it is necessary to maintain our financial strength in the interests of all our customers. Any change we make to interest rates will be proportionate to the circumstances giving rise to the change;
 - (e) to enable us to harmonise, in a reasonable manner, having regard to the interests of all our savers, the interest rates being paid to our savers following any acquisition of savings or investment accounts or any takeover of, or merger with, another savings provider; or
 - (f) to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice which we intend to comply with.
- 14.2.2 We can also change the interest rate for any valid reason (other than a valid reason mentioned in Condition 14.2.1) where we think the change is appropriate. If we do this, we will tell you that we are varying the interest

rate in accordance with this Condition 14.2.2 when we let you know about the change. At any time up to 30 days from the date of the notice where we tell you about the change, you may switch or close your account without notice, charge, loss of interest or bonus for doing so.

14.2.3 Unless the change is a material reduction in the interest rate, in which case Condition 14.2.4 below will apply, we will tell you about it by letter or other personal notice in accordance with Condition 24 as soon as reasonably possible, and, in any event, within 30 days of the change taking effect.

14.2.4 If the change is a material reduction to the interest rate on your account we will give you either:

- (g) at least 14 days advance notice of the change. At any time up to 30 days from the date of the notice you can close or switch your account without notice, charge or loss of interest for doing so; or
- (h) notice of at least 14 days plus the account's normal notice period (or 30 days if longer than the notice period) before the interest rate change. If you would like to close or switch your account, the normal notice period will apply (if there is one), as will any charges that might ordinarily apply as well as or in addition to notice.

Notice will be provided in accordance with Condition 24.

14.2.5 If we notify you of a material reduction to the interest rate under Condition 14.2.4, we will send you a reminder of the change within the 14 days before the rate change. This reminder may be sent by any method of communication which you have agreed.

14.2.6 A material reduction to the interest rate, for the purposes of Condition 14.2.4, means the interest rate on the account is reduced and your account has a balance of £100 or more at the time the decision is made to change the interest rate.

15 CHARGES

15.1 We may charge for items relating to the operation of your account and deduct those charges from the amount in the account. The charges will reflect our costs and expenses. They may include our internal costs, third party expenses and full legal costs providing they are a reasonable amount and are reasonably incurred. We will tell you about our current charges in our tariff of charges.

15.2 We can change a charge that applies to electronic payments for any valid reason set out in this Condition 15 by giving you at least two months advance notice of the change by letter or other personal notice in accordance with Condition 24. If we notify you of a change under this Condition 15.2, you will be bound by the change, unless you choose to reject it. You can reject the change by writing to us before the change comes into effect. If you do notify us that you reject the change, we will treat this as notice by you to close the account. In this case, we will close the account and you will not have to give any period of notice or pay any charges which would otherwise apply.

In all other cases:

15.2.1 We can change our charges at any time if it is to your advantage. These may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future (for example, the reduction or removal of a charge) or for any one or more of the following reasons:

- (a) to respond, in a proportionate manner, to changes in the costs and expenses which we reasonably incur in carrying out the relevant activities;
- (b) to enable us to harmonise in a reasonable manner, having regard to the interests of all our savers, the charges paid by our savers following any acquisition of savings accounts or any takeover of, or merger with, another savings provider; or
- (c) to respond, in a proportionate manner, to changes in the law or the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice which we intend to comply with.

- 15.2.2 We may also change our charges for any valid reason (other than a valid reason set out in Condition 15.2.1). If we do this, we will tell you we are changing the charges in accordance with this Condition 15.2.2 when we give you notice of the change. At any time up to 30 days from the date of the notice you can switch or close your account without notice, charge, loss of interest or bonus for doing so.
- 15.2.3 Where we vary or add to the charges under Condition 15.2.1, we will tell you about the change no less than 30 days before it takes effect by letter or other personal notice in accordance with Condition 24. However, a change which is to your advantage may be introduced with immediate effect and we will tell you about the change by letter or other personal notice in accordance with Condition 24 as soon as possible after the change has been made.
- 15.3 There may be other taxes or costs that are not paid through us or charged by us.

16 CHANGING THESE TERMS AND CONDITIONS

- 16.1 We can change these Conditions and any special conditions which apply to your account (other than the rate of interest and charges) as follows:
- 16.1.1 Where the changes relate to electronic payments, we can change these Conditions and any special conditions at any time for any valid reason set out in this Condition 16 by giving you at least two months advance notice of the change by letter or other personal notice in accordance with Condition 24. Unless you let us know in writing before the change comes into effect that you reject it, you will be bound by the change. If you do let us know that you reject the change, we will treat it as notice by you to close the account. In this case, the account will be closed but you will not have to give any notice period or pay additional charges that would otherwise apply.
- 16.1.2 In all other cases:
- 16.1.2.1 We can change these Conditions and any special conditions at any time if it is to your advantage (for example, improving or adding to our services) or is needed for any one or more of the following reasons (which may relate to circumstances existing at the time or those which we reasonably expect to apply in the near future):
- (a) to make these Conditions and any special conditions fairer to you; or
 - (b) to respond, in a proportionate manner, to changes in the law, decisions of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply with.
- 16.1.2.2 Where we make a change under Condition 16.1.2, we will tell you about the change no less than 30 days before it takes effect by letter or other personal notice in accordance with Condition 24. We will give you a period of 60 days after the date of notification to close or switch your account without having to give any notice or pay any additional charges that would otherwise apply. However, a change that is to your advantage may be introduced with immediate effect and we will tell you about the change by letter or other personal notice in accordance with Condition 24 within 30 days of the change.

17 CLOSING YOUR ACCOUNT

- 17.1 You can close your account at any time, without giving any reason, after giving any notice required by the special conditions applying to the account, except where the investment has been accepted for a fixed term which has not expired and withdrawals are prohibited by the special conditions of the account.
- 17.2 When you open your account we will obtain your consent to use your personal information to provide you with payment services (such as electronic payments out of your account). You can withdraw your consent at any time. If you do this, we will be unable to carry out any further electronic payments to or from your account. We will close your account subject to any fixed term, notice period, interest charges or other restrictions applying to the particular account.

- 17.3 We can close all or part of your account at any time without giving any reason, but:
- (a) we will give you at least two months written notice;
 - (b) we will not use this right to repay a fixed term investment before the end of the fixed term; and
 - (c) we will not close your account, or threaten to do so, as a response to any complaint that you have made.
- 17.4 We can close your account immediately, regardless of whether your account has been accepted for a fixed term which has not yet expired if:
- (a) we reasonably believe that you have been involved in fraudulent or serious criminal behaviour which is connected to your account;
 - (b) you were not entitled to open the account;
 - (c) you have behaved in a threatening or abusive manner towards our staff and we reasonably believe that such behaviour justifies the closure of your account;
 - (d) you do not comply with any of your obligations under these Conditions (where we reasonably regard such failure to comply as serious), and do not put this right within a reasonable time of us asking you to do so; or
 - (e) the contract between us is void or otherwise unenforceable.
- 17.5 If we close the account in accordance with this Condition 17, we will pay interest at the agreed rate up to but not including the date of the repayment.
- 17.6 If we close the account in full and repay the money to you in accordance with this Condition 17, you will have no further right or interest in the account.

18 TRANSFER

- 18.1 You can transfer your savings to another person, subject to the special conditions applying to your account, our prior approval (which will not be unreasonably withheld), and the payment of any applicable charge.

19 THIRD PARTY INTERESTS

- 19.1 We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of money held in any account. We also won't be responsible in any way for failing to recognise such interest or claim, except as required by law.

20 SET-OFF

- 20.1 We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage, loan, guarantee or otherwise) which is due for payment but has not been paid. This is known as our right of set-off.
- 20.2 We will not use our right of set-off in relation to money in your account if we have reasonable grounds to think that any of the following apply:
- (a) The money is needed to meet your essential living expenses or payments due in respect of:
 - mortgage or rental payments on your home;
 - your essential goods or services (such as paying for your cooker or refrigerator, or your means to travel to work);
 - utilities (water, gas or electricity); or

- court orders or any other legal obligation (for example, council tax, child support maintenance or court fees).
 - (b) You are holding the money on behalf of someone else.
 - (c) You have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.
- 20.3 If we propose to use our right of set-off in relation to your account we will contact you at least 14 days beforehand to tell you this.
- 20.4 If we use our right of set-off in relation to your account we will contact you promptly to tell you that we have done so.
- 20.5 Once we have used our right of set-off in relation to money in your account that money will stop being yours and you will not earn any interest or bonus on it.

21 UNCLAIMED BALANCES

- 21.1 If you cannot be traced after reasonable enquiry, and either:
- 21.1.1 for a period of three years you have not made a payment to or withdrawal from your account and the amount in that account is less than £100, or
- 21.1.2 for a period of five years you have not made a payment to or withdrawal from your account, we can close the account and retain the balance. If you contact us at a later date requesting that the account is re-opened we will not unreasonably refuse such a request (providing you supply us with satisfactory proof of identity). We may open a new account for you and credit that account with the amount of money in the closed account and credit interest accordingly or repay the money to you, with interest.

22 MARKETING OF PRODUCTS AND SERVICES

- 22.1 The application form for your account seeks your consent for us to occasionally send you details of products and services, including those of our selected partner companies which may be of interest to you. If you provide your consent at the time of opening but subsequently decide to withdraw it, you can let us know by writing to our Principal Office.

23 TELEPHONE CALLS AND ACCOUNT OPERATION

- 23.1 We may record any telephone calls we have with you in the interest of staff training, monitoring customer service or for security purposes.
- 23.2 For your convenience, we may accept withdrawal instructions and respond to account enquiries over the telephone, as long as we're satisfied with your identity based on items of personal information we ask you. In the event that we are not satisfied with your identity over the phone, we may decline to accept verbal instructions and require that instructions are dealt with in writing. Details relating to the specific arrangements for the telephone operation of your account must remain confidential between you and us.

24 SERVICE OF NOTICES

- 24.1 Any demand or notice by us shall be sufficiently served on you if it's in writing, addressed to you and sent:
- (a) by prepaid post to your address last known to us;

- (b) by email to any email address you have given us for this purpose; or
- (c) by secure message via the Online Service.

24.2 Where we send any such demand or notice it will be considered as received by you as follows:

- (a) 72 hours after posting (regardless of class of post); or
- (b) the day the email or secure message is sent.

24.3 We do not have to give you personal notice in circumstances when we would normally do so, whether as a result of these Conditions or otherwise, if we have a good reason to believe that you will not receive the notice.

25 THE SOCIETY'S RULES

- 25.1 Where the Conditions apply to your account you will (except where the account is a deposit account) be a member of the Society and bound by our Rules but the Conditions or any relevant special conditions will apply where they are inconsistent with the Rules.
- 25.2 If you have a deposit account, you are not a member of the Society by virtue of that account. You are, however, bound by our Rules. This means they apply to deposit account holders, except to the extent that they are inconsistent with these Conditions.

26 SEVERANCE

26.1 Each of the provisions and sub-provisions of these Conditions is separate and distinct from the others and if at any time any one or more of such provisions or sub-provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.

27 UNPAID TAXES

27.1 In certain cases, HMRC can require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid. We will take this action if we are legally obliged to do so.

28 COMMUNICATIONS

- 28.1 Our communications with you will be in English.
- 28.2 We may communicate with you by letter, phone, email, text or any other form of communication which you have agreed, subject to Condition 24 and any special condition of a particular account which specifies the method of communication to be used (for example, via secure message on the Online Service). Where we can, we will let you choose how you want us to contact you.
- 28.3 If you experience a change in your personal circumstances perhaps due to ill health, the loss of a close relative or simply facing personal difficulties, you will be treated appropriately, sensitively and flexibly. With your agreement, we will provide a dedicated point of contact. We can offer you alternative methods of communication such as large print, braille or audio.

29 LAW AND JURISDICTION

29.1 These Conditions, any special conditions applying to your particular account at any time, and the relationship between you and us shall be governed by English law and you agree to submit to the non-exclusive jurisdiction of the English courts.

30 MATTERS BEYOND OUR CONTROL

- 30.1 We will not be liable to you for losses or costs caused by abnormal and unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary.

31 COMPLAINTS

- 31.1 Although we are committed to providing you with a first class service we recognise that there may be an occasion when you feel that we may not have done this and you wish to make a complaint. If you wish to make a complaint or would like more information about our complaints procedure, please let us know by telephone, post, email or via secure message.
- 31.2 We will always try to resolve any complaint quickly and at the earliest possible stage. However, if you are not satisfied with our response, or we have not been able to resolve your complaint, you may be able to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service provides a free, independent, complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at financial-ombudsman.org.uk or by phoning them on 08000 234567 or 03001 239123.
- 31.3 If you have opened your account online, you also have the option to refer your complaint to the Financial Ombudsman Service using the Online Dispute Resolution platform. The platform has been established by the European Commission to provide an online tool for consumers to resolve disputes about goods and services purchased online. The platform can be found at ec.europa.eu/consumers/odr/
- 31.4 If you are not eligible to refer your complaint to the Financial Ombudsman Service we do not subscribe to any alternative dispute resolution services.
- 31.5 If your complaint relates to an alleged breach of the Payment Services Regulations 2017 you may refer the matter to the Financial Conduct Authority for investigation. Information about how to contact them can be found on their website fca.org.uk

This leaflet can be provided in alternative formats on request.



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Family Building Society is a trading name of National Counties Building Society which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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