



*"I won't get  
fooled again."*

**THE**  
*Thomas*  
**FAMILY**  
**BUILDING**  
**SOCIETY**

**MARKET TRACKER  
CASH ISA**



“I won’t get fooled again.”

Richard Thomas could still remember how angry he was (and just a tad embarrassed) by what he’d read in his annual Cash ISA statement from a well-known high street bank.

For the past 12 months, he had received interest on his ISA at the stunning rate of 0.01%. When he’d put the money away, a few years ago, he thought he’d got a good deal. As the supposed financial brains of the Thomas family, he’d done his research and found a reputable name with an attractive interest rate; just right for starting his son Daniel’s university fund.

But what is the point of saving tax-free in an ISA if there is literally nothing to pay tax on.

## HOW TO CONTACT US

You can contact us by:

- calling our New Business Team: 03330 140141;
- visiting our website: [familybuildingsociety.co.uk](http://familybuildingsociety.co.uk);
- writing to us: Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL

Once your account is opened, if you need to contact us:

- call: 03330 140144;
- email: [savings.service@familybsoc.co.uk](mailto:savings.service@familybsoc.co.uk)

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## MARKET TRACKER CASH ISA – HOW IT WORKS

WE BELIEVE THE MARKET TRACKER CASH ISA GIVES YOU A FAIRER WAY TO SAVE. RATHER THAN OFFERING A RATE OF INTEREST THAT STARTS OUT LOOKING GOOD BUT FALLS OFF A CLIFF WHEN YOUR BACK IS TURNED, IT GIVES YOU A CONSISTENTLY COMPETITIVE RETURN ON YOUR SAVINGS.

The Market Tracker Cash ISA offers you an interest rate which is linked to some of the highest on the market.

With a minimum opening transaction of £500 and withdrawals available with no access charge from a minimum of £100, you can get at your money when you want.

In addition to the usual features of a cash savings account - such as easy access and regular or lump sum deposits, we review the interest rate quarterly, which ensures you too can keep track of your savings on a quarterly basis.

The interest rate is linked to that of our Market Tracker Saver with the added bonus that the Market Tracker Cash ISA pays 0.05% per annum more. Here's how the interest rate on the Market Tracker Saver account works:

Calculated using data from Moneyfacts®, the Market Tracker Saver pays an average of the 20 highest gross annual variable interest rates, for an investment of £10,000 from the

list of firms, or 'reference group' which can be found on our website at [familybuildingsociety.co.uk/ref](https://familybuildingsociety.co.uk/ref)

We will review the interest rate paid four times a year in March, June, September and December. Each review may lead to one of three outcomes – either an increase in interest rate for the following quarter, a reduction in rate, or no change. For example, a review outcome in September would be applied to the account from 1 October.

The review is completed in the first five calendar days of the month and the date and result is published on our website [familybuildingsociety.co.uk](https://familybuildingsociety.co.uk) no later than 15 calendar days before the end of the review month.

Please see our 'Interest' section for full details.

**Please note: This product is not a flexible ISA.** Transfers in of flexible ISAs are allowed however you will lose the flexibility of being able to replace withdrawn funds.

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The Financial Conduct Authority is a financial services regulator. It requires us, the Family Building Society, to give you this important information to help you to decide whether our Market Tracker Cash ISA is right for you. You should read this leaflet carefully so that you understand the key product features for this account, and then keep it safe for future reference.

For details of all our Cash ISAs and other savings accounts please call our New Business Team on 03330 140141 or visit [familybuildingsociety.co.uk/savings](https://familybuildingsociety.co.uk/savings)

IN THIS PRODUCT FEATURES LEAFLET WE'VE SET OUT THE FEATURES AND BENEFITS OF OUR MARKET TRACKER CASH ISA, SO THAT YOU CAN DECIDE WHETHER OR NOT THE ACCOUNT IS SUITABLE FOR YOU.

The annual subscription limit stated in this leaflet relates to the 2018 / 2019 tax year (6 April 2018 to 5 April 2019 inclusive) and may vary in future tax years.

### IN SUMMARY

The Market Tracker Cash ISA is available as a Cash Individual Savings Account (ISA) and offers you the certainty that the rate of interest you receive will remain competitive.

#### Key features:

- Consistently competitive interest rate, avoiding the need to have to shop around regularly
- Apply for an account online, by post or at our Epsom branch
- Save from £500 up to £250,000
- Minimum withdrawal £100
- Save up to your annual ISA allowance
- Tax-free interest earned from the day we receive your investment (subject to identification requirements being met)
- Variable interest rate - may go down as well as up
- Interest paid annually on 30 September and added to the account
- Add to your savings by debit card, by transfer from your bank account, by cheque and by transfer from another account with us
- Transfers from flexible and non-flexible Cash ISAs are accepted
- Easy access to your savings without an access charge and will be paid by transfer to your bank account or by transfer to another account with us
- Withdrawals, closure and transfer to another ISA provider is allowed without an access charge



BEFORE COMPLETING THE APPLICATION FORM, PLEASE READ THIS LEAFLET CAREFULLY, TOGETHER WITH THE ACCOMPANYING SUMMARY BOX AND GENERAL CONDITIONS FOR OUR SAVINGS ACCOUNTS WHICH ARE SEPARATE ENCLOSURES. PLEASE GET IN TOUCH IF YOU HAVE ANY QUESTIONS.

## APPLYING FOR AN ACCOUNT

You can apply for a Market Tracker Cash ISA online, by post or at our Epsom branch. The minimum opening transaction amount is £500.

### Who can open this account?

You can only open an account in your own name and you must be:

- aged 16 or over;
- resident in the United Kingdom;
- saving on your own behalf.

### What do I need to do?

Your Market Tracker Cash ISA will be opened when we receive your:

- fully completed Market Tracker Cash ISA application form;
- opening investment (minimum of £500, maximum of £20,000 for current tax year, plus any transfer of existing flexible or non-flexible Cash ISAs);
- evidence of identity (if required);
- details of the bank account where you would like any withdrawals to be sent.

You can open an account by debit card, by transfer from your bank account, by cheque, by transfer from another ISA provider or by transfer from another savings account with us (subject to normal withdrawal terms of the paying account).

If you're opening your account by cheque please make it payable to "Family Building Society", followed by your name.

Unless you're an existing customer, we will require at least one cheque to be drawn against your own personal bank account to allow the new account to be opened. If you are unable to provide a personal cheque and your funds are to be drawn from another bank or building society account please contact our New Business Team to discuss the circumstances before you apply.

## Power of Attorney

Power of Attorney applications can be downloaded from our website, requested over the phone and sent to you by post or obtained from our Epsom branch.

The opening deposit can be made by cheque or by transfer from another savings account with us (subject to normal withdrawal terms of the paying account). Once the account is opened Attorneys can register for our Online Service and operate the account online, over the phone, by post or at our Epsom branch.

Withdrawals will only be sent to the account holder's bank account. Instructions for the account can be given online, over the phone, by post or at our Epsom branch.

Please contact the Family Service Team on 03330 140144 for more details.

## Transfers

We accept transfers in of existing Cash ISA subscriptions, including flexible ISAs (current or previous year). To do this you'll need to complete the Cash ISA application form and return it to us with a completed Cash ISA transfer form (please refer to 'Transfer from existing ISAs' later in this leaflet).

Please note that if you transfer your flexible ISA funds from another ISA provider to us you'll lose the flexibility of being able to replace withdrawn funds, as this isn't a flexible ISA.

Transfers in of inherited ISA funds are allowed in the same way as previous years' subscriptions, although inherited ISA funds are limited to the balance as at the date of death of the deceased spouse or civil partner.

Transfers in of existing Stocks & Shares ISAs are not accepted.

## Account records

When your Market Tracker Cash ISA account has been opened, we'll send you a Savings Account

Certificate as confirmation of your initial deposit.

The Certificate should be kept in a safe place, along with this leaflet and the General Conditions for our Savings Accounts booklet, as your record of your account. We'll issue a statement each October covering the previous 12 months that shows receipts, withdrawals, interest earned and the latest balance.

In order for you to be kept up to date with information, we ask that you let us know as soon as possible of any changes to your name, address, phone number or email address. We will notify you if, for any reason under the regulations, your ISA has or will become void.

### IDENTIFICATION REQUIREMENTS

We are required by law to verify the name and address of all new members.

#### **New members**

To check your identity we will carry out searches on you at a credit reference agency that will supply us with information, including details from the Electoral Register. The searches will not be seen or used by lenders to assess your ability to obtain credit.

If we are unable to verify your identity by this method we will be unable to open your account until we receive further identification. In this instance we will advise you of the additional documentation required.

#### **Existing members**

If you are opening a new account via our Online Service, we'll check your identity again using a search about you at a credit reference agency that will supply us with information, including details from the Electoral Register. The searches will not be seen or used by lenders to assess your ability to obtain credit.

If you are applying for an account by post or in person at our Epsom branch, you will not need to provide further evidence of your identity if you already have an open savings or mortgage account with us, your signature matches our records, and your name and address haven't changed.

### ADDING TO YOUR SAVINGS

You may save up to £20,000 into the Market Tracker Cash ISA during the current tax year (6 April 2018 to 5 April 2019 inclusive). This is a statutory limit that may change in future years.

If you wish to deposit into an existing Market Tracker Cash ISA and you have not deposited in the current or previous tax year, then you will need to complete a Cash ISA renewal form and return it to us. Please ensure that the existing ISA you wish to pay into is still accepting funds. For a copy of the renewal form, please contact our Family Service Team on 03330 140144 so that we can send it to you or alternatively, you can download it from our website.

#### **By debit card**

To add to your account using your debit card, you will need to register for our Online Service. If you open your account online, registration is part of the account opening process and you can add by debit card straight away.

If you don't open your account online and you are not already a user of our Online Service for an existing account with us, you can register via our website once you have received your Certificate. After you have registered, we will send you a verification code. For security reasons, this is sent by post. You need this code for your first login, and you will only be able to add to your account by debit card once you have logged in and entered your verification code.

Please note that the debit card you use to deposit money into your Market Tracker Cash ISA must be registered to the residential address we hold for you.

#### **By transfer from your bank account**

To send additional savings directly from your bank or building society account, the banking

details you will need for us are:

- Payee: Family Building Society
- Payee's bank sort code: 40-02-50
- Payee's bank account number: 21397400
- Payee's reference: Your 10 digit Market Tracker Cash ISA account number

### By cheque

You can send us a cheque for your additional savings through the post. Cheques should be made payable to "Family Building Society" followed by your account number.

### By transfer from another account with us

If you have another savings account with us you may transfer some or all of your savings to the Market Tracker Cash ISA (subject to normal withdrawal terms of the paying account).

### Availability of funds paid in

Please check Section 9 of the General Conditions for our Savings Accounts booklet for more information about when money paid in becomes available for withdrawal or transfer.

**Please note additions by cash are not available.**

## TAKING MONEY OUT

There is a minimum withdrawal of £100. Where a withdrawal would leave your account balance below £500, either the withdrawal must be reduced (subject to the minimum of £100) or your account must be closed.

You can make a withdrawal using our Online Service, by phone, by post or at our Epsom branch. Occasionally we may make further phone enquiries to confirm the instructions first.

You can withdraw money on an easy access basis without notice or access charge.

Withdrawals are paid by transfer to your bank account or by transfer to another savings account with us.

### By transfer to your bank account

Withdrawals will be paid by transfer to your bank account. Your payment will reach the other bank or building society no later than the end of the working day after the withdrawal is processed.

If the cheque used to open your Market Tracker Cash ISA is not drawn against the account nominated on your application form for withdrawals then please send us an original statement for the nominated account, issued within the last three months showing your full name.

### By transfer to another account with us

You can transfer money from your Market Tracker Cash ISA to another savings account with us via our Online Service, by calling our Family Service Team or visiting our Epsom branch.

**Please check Section 10 of the General Conditions for our Savings Accounts booklet for more information, including details of the cut-off times applying to withdrawal requests.**

**Please note that withdrawals by cash or cheque are not available for this account.**

### Closing the account

The Market Tracker Cash ISA can be closed by giving the instruction using the secure messaging facility available within the Online Service, by phone, by post or at our Epsom branch. No notice of closure is required.

## INTEREST

The Market Tracker Cash ISA pays an interest rate that is 0.05% above the rate paid on our Market Tracker Saver account. The information overleaf explains how we review and set the interest rate on the Market Tracker Saver account and the Market Tracker Cash ISA will follow this.

As described overleaf, the interest rate paid on the Market Tracker Cash ISA may change each quarter. Changes to the interest rate are published on our website [familybuildingsociety.co.uk](http://familybuildingsociety.co.uk). Where

an account holder has given us their email address we will also send an email notification of the outcome of the quarterly reviews.

### Market Tracker Saver

Four times a year we review the interest rate paid on the Market Tracker Saver account. These reviews take place in March, June, September and December each year and the changes arising apply to the account from the first day of the following month. For example, the review outcome in September is applied to the account from 1 October.

Each review may lead to one of three outcomes – either an increase in interest rate for the following quarter, a reduction in rate, or no change.

The review is undertaken in the first five calendar days of the month and the review date and the result is published on our website [familybuildingsociety.co.uk/ref](https://familybuildingsociety.co.uk/ref) no later than 15 calendar days before the end of the review month. Where an account holder has given us their email address we will also send an email notification of the review outcome.

The interest rate paid on the Market Tracker Saver account is calculated using data from Moneyfacts® as supplied on the review date and is currently the average of the 20 highest taxable gross annual variable interest rates for an investment of £10,000 in immediate access accounts available from the list of firms published on our website (called the ‘reference group’) where the account terms meet the following criteria:

**Interest rate:** unconditional and independently set. This means that the interest rate offered must not be linked to other rates or indices, such as Bank of England Bank Rate, or to groups of other savings products and with no part of the interest being a time limited additional interest rate, bonus rate or otherwise on conditional terms, for example not exceeding a set number of withdrawals.

**No opening restrictions:** stand alone accounts only, by which we mean that the account terms

must not require other accounts to be opened or other products purchased in order to qualify for the advertised rate.

**Availability:** accounts must be available to individuals resident anywhere in the UK aged 25 years or older.

**Withdrawals:** available immediately with no notice or access charge.

**Account operation:** opened and operated online, by phone or by post.

**Affinity accounts:** we exclude accounts which require membership of a third party organisation or which include a donation to such an organisation.

**Duplication:** we only include one account where a company or group of companies offers accounts on similar terms across more than one brand and/or distribution channel.

The firms included in the reference group and/or the criteria for inclusion of accounts and/or the calculation of interest rate paid may be changed by us giving three calendar months’ advance notice to do so. Notification of such changes will be published alongside a quarterly review outcome on our website. Where such changes are to your disadvantage, we will notify you in accordance with Section 16 of the General Conditions for our Savings Accounts booklet.

Unless we have made a clear calculation error then our determination of the interest rate at each review date will be binding upon account holders.

## ISA OPTIONS AND ALLOWANCES

There are rules on how much you can invest in an ISA in each tax year (6 April to the following 5 April), as well as which type you can invest in.

An ISA currently permits up to £20,000 to be invested in each tax year and split between Stocks & Shares, Cash or Innovative Finance savings in any proportion you choose. You must be aged 16 or over to invest in a Cash ISA and aged 18 or over



to invest in a Stocks & Shares ISA or Innovative Finance ISA.

The Market Tracker Cash ISA allows you to invest up to your annual limit in cash but does not accept any other type of investment.

The Government may change these ISA rules in the future. An ISA cannot be used for security of a loan.

Whilst you can choose a different provider for each type of ISA, in each tax year you may only subscribe to one of each type. If you choose a Stocks & Shares and/or Innovative Finance ISA (which we do not offer) for the full £20,000, you may not open a Cash ISA in the same tax year.

If you have any questions, please call us.

## SUBSCRIPTION LIMITS

The minimum balance for this account is £500. You must ensure that your total subscriptions to ISAs each year are no more than £20,000.

Once you have reached the maximum subscription limit of £20,000 for the current tax year, you cannot make any further subscriptions into your Cash ISA, regardless of any amount you may have withdrawn. Transfer of your existing ISAs for previous tax years between providers does not affect your annual subscription limit for the current tax year.

If you have inherited ISA savings from your spouse or civil partner you are entitled to an additional tax-free ISA allowance to the value you have inherited, known as an 'additional permitted subscription' or 'APS allowance'. To find out more, or to open an account with inherited ISA savings, please visit the FAQs on our website, [familybuildingsociety.co.uk/FAQ](https://familybuildingsociety.co.uk/FAQ)

## TRANSFERS FROM EXISTING ISAS

Subject to the terms of the existing account, you can transfer part or all of the previous tax year Cash ISA savings and/or all of a current tax year Cash ISA

subscription into the Market Tracker Cash ISA. Transfers from flexible and non-flexible ISAs are accepted.

Please note that if you transfer your flexible ISA funds from another provider to us you will lose the flexibility of being able to replace withdrawn funds, as this is not a flexible ISA.

Please contact us and we will provide you with the appropriate transfer form. Your current ISA provider will make the transfer, in accordance with their terms and conditions, which may take up to 15 business days in addition to any notice period that may be required on the account and they may make a charge for the transfer. The Market Tracker Cash ISA is a limited edition account and may be withdrawn at any time. This means that transfer of ISAs which require expiry of a notice or are awaiting maturity may not be accepted.

Provided we have received your correctly completed application form, and have been able to verify your identity to our satisfaction, you will begin to earn interest on the ISA savings transferred to your new account with the Family Building Society from the date on the cheque sent to us by your current provider or, if the transfer is delayed, 16 business days after we receive your transfer request. Where a period of notice is required under the terms of the ISA being transferred, the delayed transfer period of 16 business days will be extended accordingly.

A transfer form can be obtained by contacting our Family Service Team or alternatively you can print this from our website [familybuildingsociety.co.uk/savings-forms](https://familybuildingsociety.co.uk/savings-forms)

## TRANSFERS TO OTHER ISAS

Full or partial transfers to other ISA providers are allowed (current tax year subscriptions must be transferred in full under HMRC ISA regulations). You will need to contact your new ISA provider in order to start the transfer process.

### STAKEHOLDER ACCOUNTS

In addition to setting out regulations that govern Individual Savings Accounts in general, the Government also sets further requirements which a ISA must meet in order to be classed as a Stakeholder product. Our ISAs are not Stakeholder products.

### DEATH OF AN ACCOUNT HOLDER

In the event of the account holder's death, the account will be closed following our usual procedures, without notice or an access charge. Interest paid up to the date of death is tax-free, but is taxable after that date.

### ACCOUNT TERMS

We reserve the right to withdraw this account or to change the basis of calculation of the interest rate available for new accounts at any time and without prior notice. The full terms of this account comprise the details set out in this leaflet on product features and in the separate General Conditions for our Savings Accounts booklet.

### TREATING CUSTOMERS FAIRLY

We are committed to treating our members fairly, and it's central to everything we do. As part of our commitment to treating you fairly we will provide information on our products and processes that is clear and easy to understand. If you have a query or need our help and support, we will respond to your needs and treat them sensitively and flexibly. If you have any questions, or need help with applying for a product or managing your account, please contact us using the information on page 2 of this leaflet.

### COMPLAINTS

We always try to provide a first-class service. Occasionally however, things can go wrong. If they do, we'll try to put them right.

If you have a complaint you should contact us and we will endeavour to resolve the matter quickly and satisfactorily. In the first instance contact should be made by phone or in writing to our Family Service Team at our Principal Office. A leaflet detailing how we deal with complaints is available on request from our Family Service Team, our Epsom branch or our website [familybuildingsociety.co.uk/complaints](http://familybuildingsociety.co.uk/complaints)

If we do not resolve your complaint internally to your satisfaction, you may be able to refer it to the Financial Ombudsman Service. The service was set up by Parliament and is free for customers to use. They will look at the facts of what's happened in a dispute between customers and financial firms.

They may decide that a firm has dealt with a complaint fairly and will explain why to the customer or they may decide that the firm has done something wrong and they will then tell the firm to put things right. A copy of the explanatory leaflet published by the Financial Ombudsman Service is available on request or further information is available on their website [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

### FINANCIAL SERVICES COMPENSATION SCHEME

Eligible deposits with the Society are protected by the Financial Services Compensation Scheme (FSCS).

This savings product is covered by the FSCS.

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## NOTES

This leaflet can be provided in alternative formats on request.



EBBISHAM HOUSE  
30 CHURCH STREET  
EPSOM, SURREY  
KT17 4NL  
[familybuildingsociety.co.uk](http://familybuildingsociety.co.uk)

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.

Firm Reference No.206080  
[register.fca.org.uk](http://register.fca.org.uk)

## MARKET TRACKER CASH ISA (2)

The information provided is a summary of the key features of the account and is not intended to be a substitute for reading the Product Features leaflet and General Conditions for our Savings Accounts booklet.

### SUMMARY BOX

<b>ACCOUNT NAME</b>	MARKET TRACKER CASH ISA (2)		
<b>WHAT IS THE INTEREST RATE?</b>	<b>RATE EFFECTIVE FROM</b>	<b>TAX-FREE<sup>1</sup></b>	<b>AER<sup>2</sup></b>
	1 JANUARY 2019		
	£500+	1.28%	1.28%
	<ul style="list-style-type: none"> <li>– Interest is calculated daily and added to the account annually on 30 September</li> <li>– The interest rate tracks our Market Tracker Saver account interest rate, plus 0.05%</li> <li>– The interest rate on the Market Tracker Saver is calculated using data from Moneyfacts<sup>®</sup> and pays an average interest rate of the 20 highest gross annual variable interest rates, for an investment of £10,000 from a reference group. Further information can be found at <a href="http://familybuildingsociety.co.uk/ref">familybuildingsociety.co.uk/ref</a></li> <li>– For current interest rates please visit our website <a href="http://familybuildingsociety.co.uk/interest-rates">familybuildingsociety.co.uk/interest-rates</a></li> </ul>		
<b>CAN THE FAMILY BUILDING SOCIETY CHANGE THE INTEREST RATE?</b>	<ul style="list-style-type: none"> <li>– Yes, we will review the interest rate four times a year in March, June, September and December and publish the results on our website no later than 15 calendar days before the end of the review month. Please refer to the 'Interest' section of the Product Features leaflet for further information</li> </ul>		
<b>WHAT WOULD THE ESTIMATED BALANCE BE AFTER 12 MONTHS BASED ON A £1,000 DEPOSIT?</b>	<b>OPENING BALANCE</b>	<b>PROJECTED BALANCE (GROSS)</b>	
	£1,000	£1,012.80	
	<ul style="list-style-type: none"> <li>– This projection is based on the interest rate on 1 January 2019 and does not take into account any fluctuations in the reference interest rate over a 12 month period. It also assumes that the account is opened with the stated amount with no additions or withdrawals made</li> <li>– Projected balance is at the end of 12 months</li> <li>– All projections are provided for illustrative purposes only and do not take into account individual circumstances</li> <li>– Actual interest may depend on the date the account is opened and the date that interest is paid</li> </ul>		

## HOW DO I OPEN AND MANAGE MY ACCOUNT?

- The Market Tracker Cash ISA can be applied for online, by post or at our Epsom branch
- Transfers from flexible and non-flexible Cash ISAs are accepted\*
- A minimum of £500 must be deposited
- Additions are allowed but not required on a regular basis
- Additions to the account can be made by debit card, by transfer from your bank account, by cheque or by transfer from another savings account with us
- An annual statutory limit of £20,000 can be deposited, plus transfers of previous tax years' subscriptions
- A maximum of £250,000 may be held in the account
- Instructions for the account can be made via the Online Service, by phone, by post or at our Epsom branch

## CAN I WITHDRAW MONEY?

Withdrawals are available without notice or access charge and can be paid by transfer to your bank account or by transfer to another account with us. Minimum withdrawal is £100. Please see the 'Taking money out' section of the Product Features leaflet for full information

- Transfer to another ISA provider is allowed

## ADDITIONAL INFORMATION

**TAX STATUS:** Tax-free (the future tax treatment of Individual Savings Accounts may vary). Interest is paid annually on 30 September and available the following day

\***This product is not a flexible ISA.** Transfers in of flexible ISAs are allowed, however you will lose the flexibility of being able to replace withdrawn funds.

This issue may be withdrawn at any time without prior notice.

<sup>1</sup>Interest is paid tax-free as it is currently exempt from income tax. The future tax treatment of Individual Savings Accounts may vary.

<sup>2</sup>AER stands for Annual Equivalent Rate and illustrates what the annual rate would be if interest was compounded.

All financial information correct on 1 January 2019.

To find out more, please contact our New Business Team:



[familybuildingsociety.co.uk](http://familybuildingsociety.co.uk)



03330 140141



[newbusiness@familybsoc.co.uk](mailto:newbusiness@familybsoc.co.uk)

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Firm Reference No.206080  
[register.fca.org.uk](http://register.fca.org.uk)

# Financial Services Compensation Scheme

## INFORMATION SHEET

### Basic information about the protection of your eligible deposits

Eligible deposits in the Family Building Society are protected by:

the Financial Services Compensation Scheme ("FSCS")<sup>1</sup>

Limit of protection:

£85,000 per depositor per bank / building society / credit union<sup>2</sup>

The following trading names are part of your bank / building society / credit union:

**Family Building Society**

**National Counties Building Society**

If you have more eligible deposits at the same bank / building society / credit union:

All your eligible deposits at the same bank / building society / credit union are "aggregated" and the total is subject to the limit of £85,000.<sup>2</sup>

If you have a joint account with other person(s):

The limit of £85,000 applies to each depositor separately.<sup>3</sup>

Reimbursement period in case of bank, building society or credit union's failure:

20 working days<sup>4</sup>

Currency of reimbursement:

Pound sterling (GBP, £) or, for branches of UK banks operating in other EEA Member States, the currency of that State.

To contact the Family Building Society for enquiries relating to your account:

Family Building Society  
Ebbisham House  
30 Church Street, Epsom  
Surrey KT17 4NL  
Tel: 03330 140144  
Email: [savings.service@familybsoc.co.uk](mailto:savings.service@familybsoc.co.uk)

To contact the FSCS for further information on compensation:

Financial Services Compensation Scheme  
10th Floor Beaufort House  
15 St Botolph Street  
London EC3A 7QU  
Tel: 0800 678 1100 or 020 7741 4100  
Email: [ICT@fscs.org.uk](mailto:ICT@fscs.org.uk)

More information:

<http://www.fscs.org.uk>

### ADDITIONAL INFORMATION (all or some of the below)

#### 1 Scheme responsible for the protection of your eligible deposit

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank, building society or credit union should occur, your eligible deposits would be repaid up to £85,000 by the Deposit Guarantee Scheme.

#### 2 General limit of protection

If a covered deposit is unavailable because a bank, building society or credit union is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at maximum £85,000 per bank, building society or credit union. This means that all eligible deposits at the same bank, building society or credit union are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £80,000 and a current account with £20,000, he or she will only be repaid £85,000.

This method will also be applied if a bank, building society or credit union operates under different trading names. Family Building Society also trades under the name National Counties Building Society. This means that all eligible deposits with one or more of these trading names are in total covered up to £85,000.

In some cases eligible deposits which are categorised as “temporary high balances” are protected above £85,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- (a) certain transactions relating to the depositor’s current or prospective only or main residence or dwelling;
- (b) a death, or the depositor’s marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- (c) the payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk>

### 3 Limit of protection for joint accounts

In case of joint accounts, the limit of £85,000 applies to each depositor.

However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £85,000.

### 4 Reimbursement

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: [ICT@fscs.org.uk](mailto:ICT@fscs.org.uk). It will repay your eligible deposits (up to £85,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>

#### Other important information

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank, building society or credit union will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank, building society or credit union shall also confirm this on the statement of account.

## EXCLUSIONS LIST

A deposit is excluded from protection if:

- (1) The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, building society or credit union.
- (2) The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
- (3) It is a deposit made by a depositor which is one of the following:
  - credit institution
  - financial institution
  - investment firm
  - insurance undertaking
  - reinsurance undertaking
  - collective investment undertaking
  - pension or retirement fund\*
  - public authority, other than a small local authority.

For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)

\* Deposits by personal pension schemes, stakeholder pension schemes and occupational pension schemes of micro, small and medium sized enterprises are not excluded.



**HOW WE USE PERSONAL INFORMATION**

The General Data Protection Regulation (GDPR) gives you more control over how your data is used, and how and when you are contacted by us.

This leaflet explains how we look after your personal information, including what you tell us about yourself, how we use that information, and what communications we may send you either in the post or on email. It also lets you know what credit and identity checks we carry out and who we use to do this for us.

That's why even if you already have a mortgage or savings account with us, or are thinking about opening a new account, it is important that you make yourself aware of your rights and how the law protects you.

### **The meaning of some terms that we use in this privacy notice:**

**We, us and our** means Family Building Society, National Counties Building Society and/or Counties Home Loan Management Limited, all of Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL.

**Profiling** means any form of automated processing of your personal information to evaluate certain personal aspects about you, such as to analyse or predict aspects concerning your economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

**Process or processing** includes everything we do with your personal information from its collection, right through to its destruction or deletion when we no longer need it. This includes for instance collecting it (from you), obtaining it (from other organisations), using, sharing, storing, retaining, deleting, destroying, or transferring it overseas.

**Legitimate interests** is mentioned in our privacy notice because data protection laws allow the processing of personal information where the purpose is legitimate and is not outweighed by your interests, fundamental rights and freedoms. Those laws call this the legitimate interests legal ground for personal data processing.

## WHO WE ARE AND HOW TO CONTACT US AND OUR DATA PROTECTION OFFICER

We are a data controller of your personal information. This means information that is about you or from which we can identify you. This privacy notice describes how we deal with your personal information. We are the data controller of this information under relevant data protection laws because in the context of our business relationship with you we decide how and why it is processed in the ways explained in this privacy notice.

You will see at the end of this privacy notice that we mention the privacy notices of Credit Reference Agencies (CRAs). We do need to share these with you. Please read them carefully and contact those organisations if you have questions (their details are in their notices).

Our Data Protection Officer can be contacted at any time by writing to the address above, including if you have queries about this privacy notice or wish to exercise any of the rights mentioned in it.

This privacy notice may be updated from time to time.

## HAVE YOU BEEN INTRODUCED TO US BY A BROKER OR OTHER INTERMEDIARY?

Our products and services are available through our head office, our branch and, for savings only, through our own websites. They are also available through professional and financial advisors and anyone else who acts as a person sitting in between you and us in relation to what we do for you - in this notice we will call these persons "brokers and other intermediaries".

When a broker or other intermediary processes your personal information as a data controller in its own right, its own privacy notice will apply and you should ask them for a copy if you do not have one by the time you are introduced to us. When a broker or other intermediary processes your

personal information on our behalf, this privacy notice will apply and you should contact our Data Protection Officer to exercise your rights under data protection laws.

## WHAT KINDS OF PERSONAL INFORMATION ABOUT YOU DO WE PROCESS?

This will depend on the products or services you apply for and (if your application is successful) obtain from us. Before we explain what particular information we need in relation to our mortgages or savings products we will explain what information is relevant to all of our products and services, including our mortgages and savings products.

## PERSONAL INFORMATION THAT WE GENERALLY PROCESS IN CONNECTION WITH ALL OUR PRODUCTS AND SERVICES

This includes:

- your title, full name, your contact details, including for instance your email address, home and mobile phone numbers;
- your home address, correspondence address (where different from your home address) and address history;
- your date of birth and/or age, e.g. to make sure that you are eligible to apply for the product and/or that it is suitable for you;
- your nationality and/or place of birth, if this is necessary for us to comply with our legal and regulatory requirements;
- information about your occupation;
- records of how you have contacted us and, if you get in touch with us online, details such as your mobile phone location data and IP address. The IP address can be used to identify your point of access to the Internet so can reveal your general

location e.g. town / county / country;

- some special categories of personal data such as about your health or if you are a vulnerable customer (more details below); and
- where the account is applied for or held by a corporate body of which you are a director, partner or trustee, your full name and position. In addition, the personal information mentioned above if you are a shareholder, trustee (or equivalent) or other stakeholder with more than 25% of shareholding or voting rights or who otherwise exercises control over the management of the account holder.

## ADDITIONAL PERSONAL INFORMATION THAT WE PROCESS IN CONNECTION WITH A MORTGAGE

This includes:

- your financial details e.g. your salary and details of other income, details of your savings, your expenditure, and account(s) held with other providers if you pay your mortgage from those other account(s);
- details about all of your existing borrowings and loans;
- personal information about your credit history which we obtain from Credit Reference Agencies (CRAs) including data which originates from Royal Mail (UK postal addresses), local authorities (electoral roll), the insolvency service, Companies' House, other lenders and providers of credit (who supply data to the CRAs), court judgments, decrees and administration orders made publicly available through statutory public registers (see the section on 'Credit Reference Agencies' below);
- information about your employment status including whether you are employed, retired or receive benefits;
- information about your occupier status, such as

whether you are a tenant, live with parents or are an owner occupier of the property in which you live at the time of your application;

- information which is relevant for your residency and/or citizenship status, such as your nationality, your length of residency in the UK and/or whether you have the permanent right to reside in UK;
- your marital status, family, lifestyle or social circumstances if relevant to the mortgage product (e.g. the number of dependents you have or if you are a widow or widower); and
- where relevant, information about any guarantor or chargor which you provide in any application.

### ADDITIONAL PERSONAL INFORMATION THAT WE PROCESS IN CONNECTION WITH A SAVINGS PRODUCT

This includes:

- your financial details e.g. details of account(s) held with other providers if you pay into your savings product from those other account(s), and the other way around;
- where a person other than the savings account holder makes a withdrawal from the account, information about that person and the transaction; and
- information about your tax position.

### JOINT APPLICANTS, GUARANTORS, CHARGORS AND POWERS OF ATTORNEY

If you make a joint application with your spouse, partner or family member, we will also collect the personal information mentioned above about that person. You must show this privacy notice to the other applicant and make sure they confirm that they know you will share their personal information

with us for the purposes described in it. If you refer to the “What are the legal grounds” section (below) you will see reference to consent and a description of some limited scenarios where it may be relevant to what we do with personal information. If we ask you to obtain consent from the joint applicant (such as for marketing) you should do that using the consent capture mechanism that we give or make available to you for that purpose.

If you apply for your mortgage with a guarantor or chargor, that person will see this privacy notice when he / she submits his / her own personal information to us because he / she must necessarily complete an application form.

If there is somebody who has Power of Attorney, or similar, over your affairs, that person will see this privacy notice when we make contact with him / her directly.

### WHAT IS THE SOURCE OF YOUR PERSONAL INFORMATION?

We will generally collect your personal information from you directly or from a third party authorised to act on your behalf. If you are introduced to us by a broker or other intermediary, we will obtain some personal information about you indirectly from them when they introduce you to us.

In addition, we obtain your personal information from other sources such as CRAs, your employer, landlord, other lenders, accountant and other professional advisers, HMRC, DWP, Land Registry, publically available directories and information (e.g. phone directory, social media, internet, news articles), debt recovery and/or tracing agents, other organisations to assist in prevention and detection of crime, police and law enforcement agencies.

Some of the personal information obtained from CRAs will have originated from publicly accessible sources. In particular, CRAs draw on court decisions, bankruptcy registers and the electoral register (also known as the electoral roll). We explain more about CRAs below. We have also

mentioned above in the lists of personal information that we process some of the CRAs' other sources of information (which are our own source of information too).

## WHAT ARE THE LEGAL GROUNDS FOR OUR PROCESSING OF YOUR PERSONAL INFORMATION (INCLUDING WHEN WE SHARE IT WITH OTHERS)?

Data protection laws require us to explain what legal grounds justify our processing of your personal information (this includes sharing it with other organisations). For some processing more than one legal ground may be relevant (except where we rely on consent). Here are the legal grounds that are relevant to us:

- 1) Processing necessary to **perform our contract with you or for taking steps prior to entering into it during the application stage**:
  - a) administering and managing your account and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt;
  - b) sharing your personal information with other payment services providers such as when you ask us to share information about your account with them;
  - c) all stages and activities relevant to managing your account including enquiry, application, administration and management of accounts, illustrations, requests for transfers of equity, setting up, changing and removing guarantors or chargors; and
  - d) for some of our profiling. We explain more about our profiling activities below.
- 2) Processing necessary for the following **legitimate interests** which apply to us and in some cases other organisations (who we list below), where we consider, on balance, is appropriate for us to do so:
  - a) administering and managing your account and services relating to that, updating your records, tracing your whereabouts to contact you about your account and doing this for recovering debt;
  - b) to test the performance of our products, services and internal processes;
  - c) to adhere to guidance and best practice under the regimes of governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme;
  - d) for management and audit of our business operations including accounting;
  - e) to carry out searches at CRAs at the application stage, and periodically after that;
  - f) to carry out monitoring and to keep records (see below);
  - g) to administer our good governance requirements and those of other members of our Group such as internal reporting and compliance obligations or administration required for Annual General Meeting processes;
  - h) to help develop and improve the products and services offered to you and other customers;
  - i) for market research and analysis and developing statistics;
  - j) to contact you prior to the expiry of your mortgage product with details of our available mortgage products for which you are eligible or providing you with details of products available for reinvestment when your savings bond matures, for example;
  - k) for some of our profiling, in particular where

this does not have a legal effect or otherwise significantly affect you. We explain more about our profiling activities below; and

- l) when we share your personal information with these other people or organisations;
- your guarantor or chargor (if you have one);
  - any occupier or other person who is required to postpone or charge his / her rights or interests in our favour;
  - joint account holders, trustees and beneficiaries and any person with Power of Attorney over your affairs (in each case only if relevant to you);
  - the borrower(s), and any other person who provides property or cash as additional security or holds a linked offset account (only if relevant to you);
  - other payment services providers such as when you ask us to share information about your account with them;
  - other account holders or individuals when we have to provide your information to them because some money paid to you by them should not be in your account;
  - the broker or other intermediary who introduced you to us;
  - our legal and other professional advisers, auditors and actuaries;
  - financial institutions;
  - governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Land Registry and Land Charges Department, the Information Commissioner's Office and under the Financial Services Compensation Scheme;
  - tax authorities who are overseas for instance

if you are subject to tax in another jurisdiction we may share your personal information directly with relevant tax authorities overseas (instead of via HMRC);

- other organisations and businesses who provide services to us such as debt recovery agencies, property managers, conveyancers and valuers panel managers, insurers, back up and server hosting providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions;
- buyers and their professional representatives as part of any restructuring or sale of our business or assets;
- CRAs (see below where we explain more); and
- market research and other organisations who help us to develop and improve our products and services.

### 3) Processing necessary to comply with our legal obligations:

- a) for compliance with laws that apply to us;
- b) for establishment, defence and enforcement of our legal rights or those of any other member of our Group;
- c) for activities relating to the prevention, detection and investigation of crime;
- d) to carry out identity checks and anti-money laundering checks at the application stage, and periodically after that;
- e) to carry out monitoring and to keep records (see below);
- f) to deal with requests from you to exercise your rights under data protection laws;
- g) to process information about a crime or offence and any related proceedings (in practice this will be relevant if we know or

suspect fraud); and

h) when we share your personal information with these other people or organisations:

- your guarantor or chargor (if you have one);
- joint account holders, trustees and beneficiaries, and any person with Power of Attorney over your affairs (in each case only if relevant to you);
- a person appointed by a court with responsibility over your affairs such as a deputy, curator bonis, guardian, intervener and trustee in bankruptcy;
- the borrower(s) and any other person who provides property or cash as additional security or holds a linked offset account (only if relevant to you);
- other payment services providers such as when you ask us to share information about your account with them;
- other account holders or individuals when we have to provide your information to them because some money paid to you by them should not be in your account;
- law enforcement agencies and governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Ombudsman, the Information Commissioner's Office and under the Financial Services Compensation Scheme (depending on the circumstances of the sharing); and
- courts and other organisations where that is necessary for the administration of justice, to protect vital interests and to protect the security or integrity of our business operations.

#### 4) Processing with your **consent**:

- a) when you request that we share your personal information with someone else and consent to that;
- b) when we offer to introduce you to one of our partners and you consent to that;
- c) when you consent to us using your personal information for a case study;
- d) for some of our marketing communications, such as to tell you about our products, services, promotions, offers and events which may be of interest to you;
- e) for some of our profiling – we explain more about our profiling activities below; and
- f) for some of our processing of special categories of personal data such as about your health or if you are a vulnerable customer (and it will be explained to you when we ask for that explicit consent what purposes, sharing and use it is for).

5) Processing for a **substantial public interest** under laws that apply to us where this helps us to meet our broader social obligations such as:

- a) processing of your special categories of personal data such as about your health or if we believe you are a vulnerable customer;
- b) processing that we need to do to fulfil our legal obligations and regulatory requirements; and
- c) when we share your personal information with other people and organisations such as members of our Group, your relatives, social services, your carer, and the person who has Power of Attorney over your affairs, if they need to know that you are a vulnerable customer.

### HOW AND WHEN CAN YOU WITHDRAW YOUR CONSENT?

Much of what we do with your personal information is **not** based on your consent, instead it is based on other legal grounds. For processing that is based on your consent, you have the right to take back that consent for future processing at any time. This will not affect any use we have made of the information before you withdrew your consent. You can do this by contacting us using the details on the back page. The consequence might be that we cannot send you some communications (see 4(d) above) or that we cannot take into account special categories of personal data such as about your health or if you are a vulnerable customer (but these outcomes will be relevant only in cases where we rely on explicit consent for this).

We will tell the broker or other intermediary who introduced you to us that you have withdrawn your consent only if it is our data processor (this means an organisation who is processing personal information on our behalf) or if we are required to tell them when you exercise certain rights under data protection laws. Where your broker or other intermediary processes your personal information as a data controller in their own right, you should make sure you contact them directly to withdraw your consent.

To comply with payment services regulations we have to share some of your personal information with other payment service providers in some circumstances such as when you ask us to share information about your account with them. Whilst those payment services regulations mention 'consent' for this, 'consent' in that context does not have the same meaning as 'consent' under data protection laws. The legal grounds which may be relevant to this are compliance with our legal obligations, performance of our contract with you, our legitimate interests, or a combination of these. This is why if you ask to withdraw consent from what we do with your personal information where we need to have it under the payment services regulations, we may still have to hold and use your personal information.

### IS YOUR PERSONAL INFORMATION TRANSFERRED OUTSIDE THE UK OR THE EEA?

We are based in the UK but sometimes your personal information may be transferred outside the UK or the European Economic Area (EEA). If it is processed within Europe or other parts of the EEA then it is protected by European data protection standards. Some countries outside the EEA do have adequate protection for personal information under laws that apply to us. We will make sure that suitable safeguards are in place before we transfer your personal information to countries outside the EEA which do not have adequate protection under laws that apply to us. Safeguards include contractual obligations imposed on the recipients of your personal information. Those obligations require the recipient to protect your personal information to the standard required in the EEA. Safeguards also include requiring the recipient to subscribe to 'international frameworks' intended to enable secure data sharing and where the framework is the means of protection for the personal information.

If you would like more information on this, please let us know using the details on the back page.

### HOW DO WE SHARE YOUR INFORMATION WITH CREDIT REFERENCE AGENCIES?

In order to process your application, we will perform credit (for mortgages) and identity checks (for both mortgages and savings products) on you with one or more CRAs. To do this, we will supply your personal information to CRAs and they will give us information about you. This will include information from your mortgage application and about your financial situation and financial history. CRAs will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.



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We will use this information to:

- check your identity;
- assess your creditworthiness and whether you can afford the mortgage;
- verify the accuracy of the data you have provided to us;
- prevent criminal activity, fraud and money laundering; and
- trace and recover debts.

We will continue to exchange information about you with CRAs while you have a mortgage with us. This will include details of your repayments and whether you repay in full and on time. This information may be supplied to other organisations by CRAs.

When CRAs receive a credit search from us they will place a search footprint on your credit file that may be seen by other lenders.

If you are making a joint application, or tell us that you have a spouse or financial associate, we will link your records together, so you should make sure you discuss this with them, and share with them this information, before lodging the application. CRAs will also link your records together and these links will remain on your and their files until such time as you or your partner successfully requests with the CRAs to break that link.

The identities of the CRAs, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention periods and your data protection rights with the CRAs are explained in more detail below.

## WHAT SHOULD YOU DO IF YOUR PERSONAL INFORMATION CHANGES?

You should tell us without delay so that we can update our records.

If you were introduced to us by a broker or other intermediary who is a data controller in its own right,

you should contact them separately. In some cases where you exercise rights against us under data protection laws (see below) we may need to inform the broker or other intermediary but this will not always be the case.

## DO YOU HAVE TO PROVIDE YOUR PERSONAL INFORMATION TO US?

We are unable to provide you with the mortgage or savings product or to process your application without having personal information about you. Your personal information is required before you can enter into the relevant contract with us, or it is required during the life of that contract, or it is required by laws that apply to us. If we already hold some of the personal information that we need – for instance if you are already a customer – we may not need to collect it again when you make your application.

In cases where providing some personal information is optional, we will make this clear. For instance, we will say in application forms or on our website or via the broker or other intermediary, if alternative (such as work) phone number contact details can be left blank.

## DO WE DO ANY MONITORING INVOLVING PROCESSING OF YOUR PERSONAL INFORMATION?

In this section monitoring means any listening to, recording of, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, text messages, social media messages and other communications.

We may monitor where permitted by law and where the law requires it. In particular, where we are required by the Financial Conduct Authority's regulatory regime to record certain phone calls we will do so.

Some of our monitoring may be to comply with regulatory rules, self-regulatory practices or

procedures relevant to our business, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures, to have a record of what we have discussed with you and actions agreed with you, to protect you and to provide security for you (such as in relation to fraud risks on your account).

Phone calls may be recorded to make sure that we have a record of what has been discussed and what your instructions are.

Both phone call recording and monitoring may be conducted for quality control and staff training purposes.

Some of our monitoring may check for obscene or profane content in communications.

We may conduct short term carefully controlled monitoring of your activities on your account where this is necessary for our legitimate interests or to comply with our legal obligations, for instance, where we suspect fraud, money laundering or other crimes.

### PROFILING

This section is relevant where we make decisions about you using only technology, and where none of our employees or any other individuals have been involved in the decision making process. We may do this:

- when you apply for a mortgage or open an account with us, to check that you meet the conditions needed to have the mortgage or account. This may include checking age, residency, nationality or financial position;
- to decide what marketing communications are suitable for you;
- to place you in groups with similar customers. This helps us to design products and services for different customers and to manage our relationships with them; and
- to analyse statistics.

We can do this activity based on our legitimate interests only where the profiling does not have a legal or other significant effect on you. Profiling for direct marketing can mean there is a separate right to object (see 'What are your rights' below).

### FOR HOW LONG IS YOUR PERSONAL INFORMATION RETAINED BY US?

Unless we explain otherwise to you, we will hold your personal information for the following periods:

- **Retention in case of queries.** We will keep your personal information in case of queries from you (for instance, if you apply unsuccessfully for a product or service) for up to two years unless we have to keep it for a longer period (see directly below);
- **Retention in case of claims.** We will keep your personal information for the period in which you might legally bring complaints or claims against us which in practice means:
  - if you are a savings customer, for six years after your relationship with us has ended
  - if you are a mortgage customer, for 25 years after your relationship with us has ended;
- if you are both a savings and mortgage customer, for between six and 25 years after your relationship with us has ended, depending on the respective closure dates of your mortgage and savings accounts unless we have to keep it for a longer period (see directly below); and
- **Retention in accordance with legal, regulatory or technical reasons.** We may keep your personal information for a longer period if we cannot delete it for legal, regulatory or technical reasons.

If you would like further information about our data retention practices, contact our Data Protection Officer.

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## WHAT ARE YOUR RIGHTS UNDER DATA PROTECTION LAWS?

Here is a list of the rights that all individuals have under data protection laws. They do not apply in all circumstances. If you wish to exercise any of them we will explain at that time if they apply or not.

- The **right to be informed** about your processing of your personal information;
- The right to have your personal information **corrected if it is inaccurate** and to have **incomplete personal information completed**;
- The right to **object** to processing of your personal information;
- The right to **restrict processing** of your personal information;
- The right to **have your personal information erased** (the “right to be forgotten”);
- The right to **request access** to your personal information and to obtain information about how we process it;
- The right to **move, copy or transfer your personal information** (“data portability”);
- Rights in relation to **automated decision making which has a legal effect or otherwise significantly affects you**.

More details on the above are available on our website, [familybuildingsociety.co.uk/rights](https://familybuildingsociety.co.uk/rights) or on request. You may also contact our Data Protection Officer.

If you wish to exercise any of these rights against the CRAs, or a broker or other intermediary who is a data controller in its own right, you should contact them separately.

Please let us know if you are unhappy with how we have used your personal information. You also have the right to complain to the Information Commissioner’s Office which enforces data protection laws: <https://ico.org.uk/>

## YOUR MARKETING PREFERENCES AND WHAT THIS MEANS

We may use your home address, phone numbers, email address and social media (e.g. Facebook, Google and message facilities in other platforms) to contact you according to your marketing preferences. This means we do this only if we have a legal ground which allows it under data protection laws – see above for what is our legal ground for marketing. You can stop our marketing at any time by writing to us using the details on the back cover or by following the instructions in the marketing email or other communication.

## DATA PRIVACY NOTICES FROM OTHER ORGANISATIONS

We have mentioned that we share your personal information with CRAs. They require us to pass on to you information about how they will use your personal information to perform their services or functions as data controllers in their own right. This notice is separate to our own and is set out below.

## WHO IS IN OUR GROUP

As at the date of this privacy notice, the members of our Group are:

- Family Building Society (a trading name of National Counties Building Society)
- National Counties Building Society
- Counties Home Loan Management Limited

You should check our website at [familybuildingsociety.co.uk](https://familybuildingsociety.co.uk) from time to time in case of any changes to our Group.

### CREDIT REFERENCE AGENCY INFORMATION NOTICE (CRAIN)

VERSION: 1

ADOPTED: 23 OCTOBER 2017

**NOTE:** The information in this document will be effective from the Adopted Date set out above, except for the information in Sections 9, (data portability right), 11 and 12. These Sections provide information on new rights that will only come into effect from the 25th May 2018, which is the effective date of the General Data Protection Regulation (or the GDPR).

This document describes how the three main credit reference agencies Callcredit, Equifax and Experian, (also called “credit reference agencies” or “CRAs” in this document) each use and share personal data (also called ‘bureau data’) they receive about you and/or your business that is part of or derived from or used in credit activity.

**Please note:** you shouldn’t think of this document as a complete record of all the personal data each CRA may hold and process, as each has a number of different business functions running through it. To find out more about each CRA’s other businesses, services and personal data processing, go to the website links provided at Section 14 below.

This document answers these questions:

1. Who are the credit reference agencies and how can I contact them?
2. What do credit reference agencies use personal data for?
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**You have the right to object to credit reference agencies using your personal data.**

**Please see Section 11 to find out more.**

## 1. WHO ARE THE CREDIT REFERENCE AGENCIES AND HOW CAN I CONTACT THEM?

There are three main credit reference agencies in the UK who deal with people's personal data.

Each is regulated by the Financial Conduct Authority ("FCA") and authorised to conduct business as a credit reference agency.

CREDIT REFERENCE AGENCY	CONTACT DETAILS	
<b>Callcredit Limited</b>	<b>Post:</b>	Callcredit Information Group, One Park Lane, Leeds, West Yorkshire LS3 1EP
	<b>Web Address:</b>	<a href="http://www.callcredit.co.uk/consumer-solutions/contact-us">http://www.callcredit.co.uk/consumer-solutions/contact-us</a>
	<b>Email:</b>	consumer@callcreditgroup.com
	<b>Phone:</b>	0330 024 7574
<b>Equifax Limited</b>	<b>Post:</b>	Equifax Ltd, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS
	<b>Web Address:</b>	<a href="https://www.equifax.co.uk/Contact-us/Contact_Us_Personal_Solutions.html">https://www.equifax.co.uk/Contact-us/Contact_Us_Personal_Solutions.html</a>
	<b>Email:</b>	<a href="http://www.equifax.co.uk/ask">www.equifax.co.uk/ask</a>
	<b>Phone:</b>	0333 321 4043 or 0800 014 2955
<b>Experian Limited</b>	<b>Post:</b>	Experian, PO BOX 9000, Nottingham, NG80 7WF
	<b>Web Address:</b>	<a href="http://www.experian.co.uk/consumer/contact-us/index.html">http://www.experian.co.uk/consumer/contact-us/index.html</a>
	<b>Email:</b>	consumer.helpservice@uk.experian.com
	<b>Phone:</b>	0344 481 0800 or 0800 013 8888

### 2. WHAT DO CREDIT REFERENCE AGENCIES USE PERSONAL DATA FOR?

#### (A) CREDIT REFERENCE AGENCY PROCESSING

Credit reference agencies receive personal data about you that's part of, derived from or used in credit activity. Different lenders and creditors will use different CRA services, and may not use all the services described here, so we recommend you also check your lender and creditor's privacy policy(s) as well as this document.

##### Credit reporting and affordability checks

Each CRA uses the data it gathers to provide credit reporting services to its clients.

Organisations use credit reporting services to see the financial position of people and businesses. For example, a lender or creditor may check with a credit reference agency when an individual or business applies for credit and the lender or creditor needs to make a credit decision taking into account that person or business's credit history.

Affordability checks help organisations understand whether people applying for credit or financial products (like loans) are likely to afford the repayments.

These activities help promote responsible lending, prevent people and businesses from getting into more debt than they can afford, and reduce the amount of unrecoverable debt and insolvencies.

##### Verifying data like identity, age and residence, and preventing and detecting criminal activity, fraud and money laundering

The CRAs also use bureau data to provide verification, crime prevention and detection services to their clients, as well as fraud and anti-money laundering services. For example:

- When a person applies to an organisation for a product or service, the organisation might ask them

to answer questions about themselves, and then check the answers against the data held by the CRAs to see if they're correct. This helps confirm the person they are dealing with is not trying to commit identity theft or any other kind of fraud.

- Where some products and services are only available to people of a certain age, organisations can check whether the person they're dealing with is eligible by searching the CRAs databases.
- If a person applies for credit the lender or creditor might check the personal data that person gives them against the personal data held by CRAs to try and prevent fraud.
- Government and quasi-government bodies can use data held by CRAs to check whether people are entitled to certain benefits and to help recover unpaid taxes, overpaid benefits and similar debts.

##### Account management

CRAs supply information including personal data to their clients for account management, which is the ongoing maintenance of the client organisation's relationship with its customers. This could include activities designed to support:

- data accuracy (such as data cleansing - where bureau data can be used to clean or update lender data. This might involve checks that data is in the right format or fields, or to correct spelling errors);
- clients' ongoing account management activities. (For example, data sharing with lenders and creditors so clients can make decisions relating to credit limit adjustments, transaction authorisations, and to identify and manage the accounts of customers at risk, in early stress, in arrears, or going through a debt collection process, or to confirm that assets are connected to the right person).

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## Tracing and debt recovery

CRA's provide services that allow organisations to use bureau data to trace people who've moved. Each CRA also offers a service that allows people to be reunited with assets (like an old dormant savings account they've lost contact with).

CRA's may also use personal data to support debt recovery and debtor tracing. An example of a tracing activity could be when a person owes money and moves house without telling the creditor where they've gone. The creditor may need help finding that person to claim back what they're owed. CRA's help find missing debtors by providing creditors with updated addresses and contact details.

## Screening

CRA's can use some personal data to screen people out of marketing lists. For example, where a person's financial history suggests they're unlikely to be accepted for or afford a particular product, the relevant organisation can use that data to opt out of sending them information about that product. This helps stop people receiving irrelevant marketing, and saves organisations the costs of inappropriate marketing and unsuccessful applications.

The data isn't used to identify, select and send marketing materials to potential new customers.

## Statistical analysis, analytics and profiling

CRA's can use and allow the use of personal data for statistical analysis and analytics purposes, for example, to create scorecards, models and variables in connection with the assessment of credit, fraud, risk or to verify identities, to monitor and predict market trends, to allow use by lenders for refining lending and fraud strategies, and for analysis such as loss forecasting.

## Database activities

CRA's carry out certain processing activities internally which support databases effectiveness and efficiencies. For example:

- **Data loading:** where data supplied to the CRA's is checked for integrity, validity, consistency, quality and age help make sure it's fit for purpose. These checks pick up things like irregular dates of birth, names, addresses, account start and default dates, and gaps in status history.
- **Data matching:** where data supplied to the CRA's is matched to their existing databases to help make sure it's assigned to the right person, even when there are discrepancies like spelling mistakes or different versions of a person's name. CRA's use the personal data people give lenders together with data from other sources to create and confirm identities, which they use to underpin the services they provide.
- **Data linking:** as CRA's compile data into their databases, they create links between different pieces of data. For example, people who appear financially associated with each other may be linked together, and addresses where someone has previously lived can be linked to each other and to that person's current address.
- **Systems and product testing:** data may be used to help support the development and testing of new products and technologies.

Each CRA has its own processes and standards for data loading, data matching and other database processing activities.

## Other uses with your permission

From time to time CRA's may use the personal data they hold or receive about you for other purposes where you've given your consent.

## Uses as required by or permitted by law

Your personal data may also be used for other purposes where required or permitted by law.

## Other activities

Each credit reference agency also has other lines of business not described in this document. For

example, each offers its own marketing services and direct-to-consumer services. Each CRA will provide separate information as appropriate for any services that fall outside of scope of this document.

### (B) WHAT IS A FRAUD PREVENTION AGENCY?

A Fraud Prevention Agency (FPA) collects, maintains and shares, data on known and suspected fraudulent activity. All three credit reference agencies also act as FPAs.

### (C) FRAUD PREVENTION AGENCY PROCESSING

How data *may* be used by fraud prevention agencies:

FPAs may supply the data received from lenders and creditors about you, your financial associates and your business (if you have one) to other organisations (please see Section 5 for more information on these organisations). This may be used by them and the CRAs to: -

- Prevent crime, fraud and money laundering by, for example:
  - Checking details provided on applications for credit and credit related or other products and services
  - Managing credit and credit related accounts or products or services
  - Cross-checking details provided on proposals and claims for all types of insurance
  - Checking details on applications for jobs or as part of employment
- Verify your identity if you or your financial associate applies for facilities including all types of insurance proposals and claims
- Trace your whereabouts and recover debts that you owe

- Conduct other checks to prevent or detect fraud
- Undertake statistical analysis and system testing
- Your personal data may also be used for other purposes where you've given consent or where required or permitted by law.



### 3. WHAT ARE THE CREDIT REFERENCE AGENCIES' LEGAL GROUNDS FOR HANDLING PERSONAL DATA?

#### LEGITIMATE INTERESTS

The UK's data protection law allows the use of personal data where its purpose is legitimate and isn't outweighed by the interests, fundamental rights or freedoms of data subjects.

The law calls this the Legitimate Interests condition for personal data processing.

The Legitimate Interests being pursued here are:

INTEREST	EXPLANATION
<b>Promoting responsible lending and helping to prevent over-indebtedness.</b>	Responsible lending means that lenders only sell products that are affordable and suitable for the borrowers' circumstances. CRAs help ensure this by sharing personal data about potential borrowers, their financial associates where applicable, and their financial history. A comprehensive range of measures exists in the UK to underpin the balance so the legitimate interests aren't outweighed by the interests, fundamental rights and freedoms of data subjects. Further explanation about this balance is set out below.
<b>Helping prevent and detect crime and fraud and anti-money laundering services and verify identity</b>	CRAs provide identity, fraud and anti-money laundering services to help clients meet legal and regulatory obligations, and to the benefit of individuals to support identity verification and support of detection/prevention of fraud and money laundering.
<b>Supporting tracing and collections</b>	CRAs provide services that support tracing and collections where there is a legitimate interest in the client conducting activity to find its customer and to recover the debt, or to reunite, or confirm an asset is connected with, the right person.
<b>Complying with and supporting compliance with legal and regulatory requirements</b>	CRAs have to comply with various legal and regulatory requirements. CRA services also help other organisations comply with their own legal and regulatory obligations. One example, many kinds of financial services are regulated by the Financial Conduct Authority or the Prudential Regulation Authority, who impose obligations to check that financial products are suitable for the people they are being sold to. The credit reference agencies provide data to help with those checks.

The CRAs use of this personal data is subject to an extensive framework of safeguards that help make sure that people's rights are protected. These include the information given to people about how their personal data will be used and how they can exercise their rights to obtain their personal data, have it corrected or restricted, object to it being processed, and complain if they're dissatisfied. These safeguards help sustain a fair and appropriate balance so the CRAs' activities don't override the interests, fundamental rights and freedoms of data subjects.

**4. WHAT KINDS OF PERSONAL DATA DO CREDIT REFERENCE AGENCIES USE, AND WHERE DO THEY GET IT?**

Each credit reference agency obtains and uses information from different sources, so they often hold different information and personal data from each other. However, most of the personal data they do hold falls into the categories outlined below from the sources described.

INFORMATION TYPE	DESCRIPTION	SOURCE
<p><b>Identifiers</b></p>	<p>CRA's hold personal data that can be used to identify people, like their name, date of birth, and current and previous addresses.</p> <p>They may also hold business data.</p>	<p>This personal data is included with all the other data sources. For example, names, addresses and dates of birth are attached to financial account data so it can be matched and associated with all the other data the CRA holds about the relevant person.</p> <p>Data about UK postal addresses is also obtained from sources like Royal Mail.</p> <p>CRA's also obtain copies of the electoral register containing the names and addresses of registered voters from local authorities across the UK in accordance with specific legislation.</p> <p>CRA's also have access to public data sources on people and businesses, including from the Insolvency Service, Companies House and commercial business directories.</p>

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<p><b>Lender-provided and creditor provided data</b></p>	<p>CRA's receive information that includes personal data from credit applications and about the financial accounts that people hold from the organisations that maintain those accounts. This includes personal data about bank accounts, credit card accounts, mortgage accounts and other agreements that involve a credit arrangement like utilities and communications contracts (including mobile and internet).</p> <p>The collected data includes the name of the organisation the account is held with, the date it was opened, the account number, the amount of debt outstanding (if any), any credit limits and the repayment history on the account, including late and missing payments.</p> <p>CRA's may also receive data about financial accounts like current accounts, credit cards or loans and may receive payments information that businesses hold from the organisations who maintain those accounts.</p>	<p>Banks, building societies, lenders and other financial services providers supply data including personal data about peoples' financial accounts and repayments. Other credit providers, such as hire purchase companies, utilities companies, mobile phone networks, retail and mail order, and insurance companies also provide this data when they agree credit facilities with their customers.</p> <p>These organisations may also provide Cifas markers when they suspect fraud. You can find out more about Cifas markers in the Fraud prevention indicators section below.</p>
<p><b>Court judgments, decrees and administration orders</b></p>	<p>CRA's obtain data about court judgments that have been issued against people. This may include, for example, the name of the court, the nature of the judgment, how much money was owed, and whether the judgment has been satisfied.</p>	<p>The government makes court judgments and other decrees and orders are made publicly available through statutory public registers. These are maintained by Registry Trust Limited, which also supplies the data on the registers to the CRA's.</p>
<p><b>Bankruptcies, Individual Voluntary Arrangement (IVAs), debt relief orders and similar events</b></p>	<p>CRA's obtain data about insolvency-related events that happen to people and may also obtain this type of data about businesses. This includes data about bankruptcies, IVAs and debt relief orders, and in Scotland it includes sequestrations, trust deeds and debt arrangement schemes. This data includes the start and end dates of the relevant insolvency or arrangement.</p>	<p>CRA's obtain this data from The Insolvency Service, the Accountant in Bankruptcy, The Stationary Office and Northern Ireland's Department for the Economy – Insolvency Service, the London, Belfast and Edinburgh Gazettes.</p> <p>Business bankruptcies data are obtained from the London, Belfast and Edinburgh Gazettes.</p>

*continued...*

## HOW WE USE PERSONAL INFORMATION

<b>Fraud prevention indicators</b>	<p>The CRAs are all Fraud Prevention Agencies (FPAs) and members of Cifas (<a href="http://www.cifas.org.uk">www.cifas.org.uk</a>), an organisation that collects and shares data about suspected fraud. When an organisation believes it's detected fraud or an attempted fraud, it may put a Cifas marker on the relevant person's credit file to warn other lenders this identity may have been used fraudulently. This helps to prevent any further fraud and protect innocent consumers.</p>	<p>These fraud indicators are shared among Cifas members through the database held by Cifas.</p>
<b>Gone Away Data Network indicators</b>	<p>Some CRAs are members of the Gone Away Data Network (GAIN), a database of people with overdue outstanding debts who've moved without giving their lender a forwarding address. Data from GAIN, including the persons' old addresses and any known new addresses, may be recorded on the relevant credit file.</p>	<p>CRAs obtain GAIN data from lenders, and additional address data is obtained from Royal Mail.</p>
<b>Search footprints</b>	<p>When an organisation uses a CRA to make enquiries about a particular person, the CRA keeps a record of that enquiry which appears on the person's credit file. This includes the name of the organisation, the date, and the reason they gave for making the enquiry.</p>	<p>CRAs generate search footprints when enquiries are made about a particular person. The organisation making the enquiry provides some of the data in the footprint (such as the reason for the enquiry).</p>
<b>Scores and ratings</b>	<p>CRAs may use the data they receive to produce scores and ratings including credit, affordability, risk, fraud and identity, screening, collections and insolvency scores about people and businesses and credit ratings about people. Organisations that obtain data from CRAs may use it together with other data to provide their own scores and ratings.</p> <p>Credit scores and credit ratings are produced from data like the person's credit commitments, whether they have made repayments on time, whether they've any history of insolvencies or court judgments, and how long they've lived at their current address. Each CRA has its own way of calculating credit scores, and most lenders have their own scoring systems too.</p>	<p>The CRAs produce their scores and ratings using the data available to them.</p> <p>Similarly, other organisations create their own scores and ratings from data obtained from the CRAs as well as other sources.</p>

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<b>Other supplied data</b>	CRAs receive data from reputable commercial sources. This includes phone number data and politically exposed persons (PEPs) and sanctions data.	CRAs receive this data from reputable commercial sources as agreed from time to time.
<b>Other derived data</b>	<p>The CRAs produce some other kinds of data themselves to manage their databases efficiently and ensure that all the relevant data about a person is on the correct credit file.</p> <p><b>Address links:</b> when a CRA detects that a person seems to have moved house, it may create and store a link between the old and new address.</p> <p><b>Aliases:</b> when a CRA believes that a person has changed their name, it may record the old name alongside the new one.</p> <p><b>Financial associations and linked people:</b> when a CRA believes two or more people are financially linked with each other (for example, because they have a joint account), it may record that fact.</p> <p><b>Flags and triggers:</b> through analysis of other data, CRAs can add indicators to credit files. These aim to summarise particular aspects of a person's financial situation. For example, a Cifas flag protects those who've been flagged as subject to fraud, and invites additional checks as a defence against further fraud risk.</p>	The CRAs generate this data from the data sources available to them.
<b>Data provided by the relevant people</b>	People sometimes provide data directly to CRAs. For example, they can ask a CRA to add a supplementary statement to their credit file if they want to explain the reason for a particular entry on the file. The right to do this is explained in Section 10 below.	This data is provided directly by the relevant people.

### 5. WHO DO CREDIT REFERENCE AGENCIES SHARE PERSONAL DATA WITH?

This section describes the types of recipient each credit reference agency can share data with. Each CRA has its own access control processes in place. For example, before it shares data with any other organisation, to check that organisation's identity and, where applicable, to confirm where it is registered with regulators.

In many cases where an organisation uses CRA services, there will be information accessible, for example, from website or at point of application or service, to explain that an organisation may check your data with a credit reference agency (for things like identity authentication and fraud checking). In some cases, some organisations have the ability to compel CRAs, by law, to disclose certain data for certain purposes.

#### Members of the credit reference agency data sharing arrangements

Each organisation that shares financial data with the CRAs is also entitled to receive similar kinds of financial data contributed by other organisations. These organisations are typically banks, building societies, and other lenders, as well as other credit providers like utilities companies and mobile phone networks.

#### Fraud Prevention Agencies

If a CRA believes that fraud has been or might be committed, it may share data with fraud prevention agencies (FPAs). These FPAs collect, maintain and share data on known and suspected fraudulent activity. Some CRAs also act as FPAs.

#### Resellers, distributors and agents

CRAs sometimes use other organisations to help provide their services to clients and may provide personal data to them in connection with that purpose.

#### Other organisations

Some data, where permitted in accordance with industry rules or where it's public information, can be shared with other organisations that have a legitimate use for it - ID verification services, for example.

#### Public bodies, law enforcement and regulators

The police and other law enforcement agencies, as well as public bodies like local and central authorities and the CRAs' regulators, can sometimes request the credit reference agencies to supply them with personal data. This can be for a range of purposes such as preventing or detecting crime, fraud, apprehending or prosecuting offenders, assessing or collecting tax, investigating complaints or assessing how well a particular industry sector is working.

#### Processors

The CRAs may use other organisations to perform tasks on their own behalf (for example, IT service providers and call centre providers).

#### Individuals

People are entitled to obtain copies of the personal data the CRAs hold about them. You can find out how to do this in Section 9 below.

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## 6. WHERE IS PERSONAL DATA STORED AND SENT?

The three CRAs are all based in the UK, and keep their main databases there. They may also have operations elsewhere inside and outside the European Economic Area, and personal data may be accessed from those locations too. In both cases, the personal data use in those locations is protected by European data protection standards.

Sometimes the CRAs will need to send or allow access to personal data from elsewhere in the world. This might be the case, for example, when a processor or client of the CRA is based overseas or uses overseas data centres.

While countries in the European Economic Area all ensure a high standard of data protection law, some parts of the world may not provide the same level of legal protection when it comes to personal data. As a result, when a CRA does send personal data overseas it will make sure suitable safeguards are in place in accordance with European data protection requirements, to protect the data. For example, these safeguards might include:

- Sending the data to a country that's been approved by the European authorities as having a suitably high standard of data protection law. Examples include the Isle of Man, Switzerland and Canada.
- Putting in place a contract with the recipient containing terms approved by the European authorities as providing a suitable level of protection.
- Sending the data to an organisation which is a member of a scheme that's been approved by the European authorities as providing a suitable level of protection. One example is the Privacy Shield scheme agreed between the European and US authorities. Another example is Binding Corporate Rules.

If your data has been sent overseas like this, you can find out more about the safeguards used from the CRAs, whose contact details are in Section 1 above.

### 7. FOR HOW LONG IS PERSONAL DATA RETAINED?

#### Identifiers

Identification data like names and addresses are kept while there's a continuing need to keep it. This need will be assessed on a regular basis, and data that's no longer needed for any purpose will be disposed of.

#### Financial accounts and repayment data

Data about live and settled accounts is kept on credit files for six years from the date they're settled or closed. If the account is recorded as defaulted, the data is kept for six years from the date of the default.

#### Court judgments, decrees and administration orders

Generally, court judgments and other decrees and orders are kept on credit files for six years from the date of the judgment, decree or order. But, they can be removed if the debt is repaid within one calendar month of the original date or if the judgment is set aside or recalled by the courts.

#### Bankruptcies, IVAs, debt relief orders and similar events

Data about bankruptcies, IVAs and other insolvency-related events and arrangements are usually kept on credit files for six years from the date they begin. This period is extended if they last longer than six years. Some data, such as a bankruptcy restrictions order, can also remain on the credit file for longer than six years.

Although the start of these events is automatically reported to the CRAs, the end (such as a discharge from bankruptcy or completion of an IVA) might not be. This is why people are advised to contact the CRAs when this happens to make sure their credit files are updated accordingly.

#### Search footprints

The CRAs keep search footprints for different lengths of time. Experian and Equifax keep most

search footprints for one year from the date of the search, although they keep debt collection searches for up to two years. Callcredit keeps search footprints for two years from the date of the search.

#### Scores and ratings

CRAs may keep credit scores and credit ratings for as long as they keep a credit file about the relevant person.

#### Derived or created data

CRAs also create data, and links and matches between data. For example, CRAs keep address links and aliases for as long as they're considered relevant for credit referencing purposes.

Links between people are kept on credit files for as long as the CRA believes those individuals continue to be financially connected. When two people stop being financially connected, either can write to the CRA and ask for the link to be removed. The CRA will then follow a process to check the people are no longer associated with each other.

#### Other data

Other third party supplied data such as politically exposed persons (PEPs) and sanctions data and mortality data will be stored for a period determined by criteria such as the agreed contractual terms.

#### Archived data

CRAs may hold data in an archived form for longer than the periods described above, for things like research and development, analytics and analysis, (including refining lending and fraud strategies, scorecard development and other analysis such as loss forecasting), for audit purposes, and as appropriate for establishment, exercise or defence or legal claims. The criteria used to determine the storage period will include the legal limitation of liability period, agreed contractual provisions, applicable regulatory requirements and industry standards.



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## 8. DO THE CREDIT REFERENCE AGENCIES MAKE DECISIONS ABOUT ME OR PROFILE ME?

### Lending decisions

CRA's don't tell a lender if it should offer you credit – this is for the lender to decide. Credit reference agencies provide data and analytics that help lenders make decisions about lending. The scoring tools and data CRA's provide may profile you, and are often a valuable tool in the lender's overall processes and with the criteria they use to make their decisions. A lender's own data, knowledge, processes and practices will also generally play a significant role in that lender's business decisions - and lender decisions will always remain for lenders to make.

The same analytics from a CRA may lead to different decisions from different lenders, as they can place differing importance on some factors than others. That's why you may receive a "yes" from one lender but a "no" from another.

The data CRA's provide is just one of the things that a lender might take into account when they make a lending decision. The lender might also take into account data provided by the person applying for credit, as well as any other data available to the lender from other sources. Each lender will have its own criteria for deciding whether or not to lend.

### Scores and ratings

When requested, CRA's do use the data they obtain to produce credit, risk, fraud, identity, affordability, screening, collection and/or insolvency scores and credit ratings; these are explained in Section 4 above. CRA's don't tell a lender if it should offer you credit – this is for the lender to decide. Each credit reference agency, and each lender, will have its own criteria for how to calculate a credit score, but the following factors will usually have an effect:

- How long the person has lived at their address.
- The number and type of credit agreements and how they use those credit products.

- Whether the person has been late making payments.
- Whether the person has had any court judgments made against them.
- Whether the person has been bankrupt or had an IVA or other form of debt-related arrangement.

The CRA's may provide or make available further information on profiling where necessary from time to time.

### 9. WHAT CAN I DO IF I WANT TO SEE THE PERSONAL DATA HELD ABOUT ME? DO I HAVE A 'PORTABILITY RIGHT' IN CONNECTION WITH MY BUREAU DATA?

#### DATA ACCESS RIGHT

You have a right to find out what personal data the credit reference agencies hold about you.

Each CRA provides more information about access rights on their websites.

<b>CALLCREDIT:</b>	<b>To get online information:</b> <a href="http://www.callcredit.co.uk/consumer-solutions/contact-us">http://www.callcredit.co.uk/consumer-solutions/contact-us</a> <b>To make a request by post:</b> Callcredit Limited, Consumer Services Team, PO Box 491, Leeds, LS3 1WZ
<b>EQUIFAX:</b>	<b>To get online information:</b> <a href="https://www.equifax.co.uk">https://www.equifax.co.uk</a> <b>To make a request by post:</b> Equifax Ltd, Customer Service Centre, PO Box 10036, Leicester, LE3 4FS.
<b>EXPERIAN:</b>	<b>To get online information:</b> <a href="http://www.experian.co.uk/consumer/contact-us/index.html">http://www.experian.co.uk/consumer/contact-us/index.html</a> <b>To make a request by post:</b> Customer Support Centre, Experian Ltd, PO BOX 9000, Nottingham, NG80 7WF

**NOTE:** The information in this document will be effective from the Adopted Date set out on the first page, except for the information in this Section 9 (data portability right), and in Sections 11 and 12. These Sections provide information on new rights that will only come into effect from the 25 May 2018, which is the effective date of the General Data Protection Regulation (GDPR).

#### DATA PORTABILITY RIGHT

New data protection legislation also contains a right to data portability that may give consumers a right in some data processing contexts, to receive their personal data in a portable format when it's processed on certain grounds, such as consent.

This is not a right that will apply to bureau data because this data is processed on the grounds of legitimate interests. To find out more about legitimate interests please go to Section 3 above.

## 10. WHAT CAN I DO IF MY PERSONAL DATA IS WRONG?

When the CRAs receive personal data, they perform lots of checks on it to try and detect any defects or mistakes. Ultimately, though, the credit reference agencies rely on the suppliers to provide accurate data.

If you think that any personal data a CRA holds about you is wrong or incomplete, you have the right to challenge it. It's worth knowing that the CRA won't have the right to change the data without permission from the organisation that supplied it, so the credit reference agency will need to take reasonable steps to check the data first,

such as asking the organisation that supplied it to check and confirm its accuracy.

If the data does turn out to be wrong, the CRA will update its records accordingly. If the CRA still believes the data is correct after completing their checks, they'll continue to hold and keep it - although you can ask them to add a note to your file indicating that you disagree or providing an explanation of the circumstances.

If you'd like to do this, you should contact the relevant CRA using their contact details in Section 1 above.

## 11. CAN I OBJECT TO THE USE OF MY PERSONAL DATA AND HAVE IT DELETED?

**NOTE:** The information in this document will be effective from the Adopted Date set out on the first page, except for the information in Section 9, (data portability right), this Section 11 and in Section 12. These Sections provide information on new rights that will only come into effect from the 25 May 2018, which is the effective date of the General Data Protection Regulation (GDPR).

This section helps you understand how to use your data protection rights to object to your personal data being used and how to ask for it to be deleted, in connection with bureau data. To understand these rights and how they apply to the processing of bureau data, it's important to know that the CRAs hold and process personal information in bureau data under the Legitimate Interests ground for processing (see Section 4 above for more information about this), and don't rely on consent for this processing.

You have the right to lodge an objection about the processing of your personal data to a CRA. If you want to do this, you should contact the relevant CRA using the contact details set out in Section 1 above.

Whilst you have complete freedom to contact a CRA with your objection at any time, you should know that under the General Data Protection

Regulation, your right to object doesn't automatically lead to a requirement for processing to stop, or for personal data to be deleted, in all cases.

Please note that, because of the importance of the credit referencing industry to the UK's financial system, and the important purposes the personal data is needed for (like supporting responsible lending, and preventing over indebtedness, fraud and money laundering) it will be very rare that the CRAs do not have compelling, overriding grounds to carry on using the personal data following an objection. In many cases, it won't be appropriate for the CRAs to restrict or to stop processing or delete bureau data, for example, where the result would be to hide a poor credit history that could enable a person or organisation to get credit they otherwise wouldn't be eligible for.

### 12. CAN I RESTRICT WHAT THE CREDIT REFERENCE AGENCIES DO WITH MY PERSONAL DATA?

**NOTE:** The information in this document will be effective from the Adopted Date set out on the first page, except for the information in Section 9, (data portability right), Section 11 and in this Section 12. These Sections provide information on new rights that will only come into effect from the 25 May 2018, which is the effective date of the General Data Protection Regulation (GDPR).

In some circumstances, you can ask credit reference agencies to restrict how they use your personal data. Your rights are set out at Article 18 of the GDPR. You can find the contact details for each CRA in Section 1 above.

This is not an absolute right, and your personal data may still be processed where certain grounds exist. This is:

- With your consent;
- For the establishment, exercise, or defence of legal claims;
- For the protection of the rights of another natural or legal person;
- For reasons of important public interest.

Only one of these grounds needs to be demonstrated to continue data processing.

The CRAs will consider and respond to requests they receive, including assessing the applicability of these exemptions.

Please note that given the importance of complete and accurate credit records, for purposes including for responsible lending, it will usually be appropriate to continue processing credit report data – in particular, to protect the rights of another natural or legal person, or because it's an important public interest of the union or member state.

## 13. WHO CAN I COMPLAIN TO IF I'M UNHAPPY ABOUT THE USE OF MY PERSONAL DATA?

Each credit reference agency tries to ensure they deliver the best customer service levels but if you're not happy you should contact them so they can investigate your concerns.

CREDIT REFERENCE AGENCY	CONTACT DETAILS	
<b>Callcredit Limited</b>	<b>Post:</b>	Callcredit Information Group, One Park Lane, Leeds, West Yorkshire LS3 1EP
	<b>Email:</b>	customer.relations@callcreditgroup.com
	<b>Phone:</b>	0330 024 7574
<b>Equifax Limited</b>	<b>Post:</b>	Equifax Ltd, PO Box 10036, Leicester, LE3 4FS
	<b>Email:</b>	complaints@equifax.com
	<b>Phone:</b>	0333 321 4043 or 0800 014 2955
<b>Experian Limited</b>	<b>Post:</b>	Experian, PO BOX 9000, Nottingham, NG80 7WF
	<b>Email:</b>	complaints@uk.experian.com
	<b>Phone:</b>	0344 481 0800 or 0800 013 8888

If you're unhappy with how the CRA has investigated your complaint, you have the right to refer it to the Financial Ombudsman Service (Ombudsman) for free. The Ombudsman is an independent public body that aims to resolve disputes between consumers and businesses like CRAs. You can contact them by:

1. Phone on 0300 123 9 123 (or from outside the UK on +44 20 7964 1000)
2. Email on [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
3. Writing to Financial Ombudsman Service, Exchange Tower London E14 9SR
4. Going to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You can also refer your concerns to the Information Commissioner's Office (or ICO), the body that regulates the handling of personal data in the UK. You can contact them by:

1. Phone on 0303 123 1113
2. Writing to them at Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF
3. Going to their website at [www.ico.org.uk](http://www.ico.org.uk)

### 14. WHERE CAN I FIND OUT MORE?

The work credit reference agencies do is very complex, and this document is intended to provide only a concise overview of the key points. More information about each CRA and what it does with personal data is available at the following locations:

- **Callcredit:**  
*<http://www.callcredit.co.uk/consumer-solutions>*
- **Equifax:**  
*<https://www.equifax.co.uk/index.html>*
- **Experian:**  
*<https://www.experian.co.uk/>*

The Information Commissioner's Office also publishes advice and information for consumers in its Credit Explained leaflet, available at *<https://ico.org.uk/media/for-the-public/documents/1282/credit-explained-dp-guidance.pdf>*





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 and is a member of the Building Societies Association.

**Principal Office:** Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL.

**Phone:** 03330 140144

**Email:** [savings.service@familybsoc.co.uk](mailto:savings.service@familybsoc.co.uk)  
[mortgage.service@familybsoc.co.uk](mailto:mortgage.service@familybsoc.co.uk)



National Counties Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and is a member of the Building Societies Association.

**Principal Office:** Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL.

**Phone:** 03300 243411

**Email:** [savings.service@ncbs.co.uk](mailto:savings.service@ncbs.co.uk)



Counties Home Loan Management Limited (registered in England No. 2436601) is a subsidiary of National Counties Building Society.

The Company's registered office is 30 Church Street, Epsom, Surrey KT17 4NL. Authorised and regulated by the Financial Conduct Authority.



**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](http://familybuildingsociety.co.uk)
- writing to us: Ebbisham House, 30 Church Street, Epsom, Surrey, KT17 4NL
- emailing us: [savings.service@familybsoc.co.uk](mailto: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](http://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](http://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](mailto: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](https://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/](https://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](https://fca.org.uk)

This leaflet can be provided in alternative formats on request.



EBBISHAM HOUSE  
30 CHURCH STREET  
EPSOM, SURREY  
KT17 4NL  
[familybuildingsociety.co.uk](http://familybuildingsociety.co.uk)

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.

Firm Reference No.206080  
[register.fca.org.uk](http://register.fca.org.uk)

# TARIFF OF SAVINGS CHARGES

THE NORMAL OPERATION OF YOUR ACCOUNT IS FREE. HOWEVER DURING THE LIFETIME OF YOUR ACCOUNT WE MAY PROVIDE ADDITIONAL SERVICES FOR WHICH A CHARGE IS PAYABLE TO REFLECT THE EXTRA COSTS WE REASONABLY INCUR.

The charges we currently apply are as follows:

CHARGES	AMOUNT
Cheque paid in and later returned unpaid:	£25
Same day transfer of funds to your bank account (via CHAPS, Telegraphic Transfer):	£30
Details of interest earned on your savings account (other than for current and last tax year):	£25
Lost passbook for the second and all subsequent times:	£10
Production of any transaction listings:	£10
Replacement of a statement or certificate:	£10

In addition, there may be charges for other services; we will inform you of these at the time you request such a service.

EBBISHAM HOUSE  
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[www.familybuildingsociety.co.uk](http://www.familybuildingsociety.co.uk)

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