

**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 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.

Our Family Service Team are available between Monday and Saturday (excluding English bank and other public holidays), please refer to our website for full opening hours. Please note that 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 relevant to your account at any time whilst your account remains open.

## CHANGING YOUR MIND

If, within 15 calendar days of opening your account, you are not happy with your choice then, subject to cheque clearance, you may close your account and withdraw your savings or transfer them to another account with us for which you are eligible without charge. Interest will be paid up to, but not including, the day of closure. To give us notice of cancellation please write to us at the address above, otherwise you will continue to be bound by the terms and conditions and any special conditions that apply to the particular account.

It is important to note that if you cancel a Cash New Individual Savings Account (NISA) then it does not count towards your NISA subscription limits for the tax year.

## INTEREST RATE

Where the rate of interest on your savings is variable we are able to vary it in accordance with Condition 14 of the terms and conditions on pages 11 and 12 of this booklet.

If postal transactions are available on a variable rate account then when you transact on your account by post we will provide details of the current interest rates paid by us.

If your account is a Cash NISA, we will tell you the interest rate applicable to your account when we send you your annual statement. For all other accounts, the interest rate will be included in the Certificate of Interest Paid Statement issued each April.

You may check the interest rate applying to your account at any time on our website at [familybuildingsociety.co.uk](http://familybuildingsociety.co.uk) or by calling our Service Team on 03330 140144.

## PAYMENT OF INTEREST

Interest will be calculated on a daily basis with your savings earning 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. In the absence of instructions to the contrary, interest will be added to your account. If you prefer (and the terms of your account allow it) your interest can be paid to another account with us or directly to your pre-nominated bank or building society account in your name. Where interest is paid to another account, the interest arising from any transactions in the final days of the month of payment will be reflected in the next interest payment made.

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

Should the interest due to be applied at the interest payment date be a debit rather than credit figure (due to penalty interest for an early withdrawal outweighing interest earned for the period) you will be given 14 calendar days notice before the debit interest is posted to your account.

## PERSONAL SAVINGS ALLOWANCE

The introduction of the new Personal Savings Allowance means that from 6 April 2016 most people will 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 that date all building societies and banks will stop deducting tax from the interest they pay on your savings. Interest will be paid gross on your savings accounts.

Each April we will issue a Certificate of Interest Paid Statement showing the amount of interest paid and confirmation of the account balance. When an account is closed, another Certificate will be issued at that time.

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

The interest paid on Cash ISAs will remain tax free, being exempt from income tax under rules set by the Government. The tax treatment of ISAs may vary in future.

Tax treatment depends on your individual circumstances and may be subject to change in the future.

## KEEPING TRACK OF YOUR SAVINGS

Details of the current balance, transaction history and interest paid can be viewed using our internet based service, Family Building Society Online (registration required). Where a passbook is issued, this should be kept in a safe place and posted to us for updating each time a withdrawal is made.

In order for you to be kept up to date with information please let us know as soon as possible of any changes to your name, address, telephone number or email address.

## ONLINE SERVICE

Our Online service provides secure access to your account(s) and allows you to open additional savings accounts as well as, for certain accounts, paying money in using your debit card or making 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 will normally be activated within two to four working days.

The Online service is not available for: accounts in joint names where more than one account holder is required to authorise withdrawals; Trustees; Attorneys; Executors; deposit account holders.

## 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 we are notified to the contrary in writing, each account holder may separately make withdrawals, authorise transactions or issue instructions in connection with the account, which means that 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 about the consequences of having an account in more than one name. These are set out in Condition 3 of the terms and conditions on pages 5 and 6 of this booklet.

## MEMBERSHIP

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

The Rules set out the rights and obligations attaching to membership. While joint account holders are also members, only the first named in our records will be treated as the Representative Joint Holder entitled 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 in which the names appear in 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 about it.

New members will also be bound by our five year Charitable Assignment, full details of which are available on request from the Society or by looking 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 15 of this booklet. Special conditions may apply to particular types of account. You will find them in the Product Features leaflet. Details of the interest rates which 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 13 of this booklet.

Some of our savings accounts are limited issue accounts, which means that 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 and 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. You will have to pay a fee if you want to exercise this right. Please contact us at our Principal Office for more details.

Data held by us about you will be kept while you are a customer and will continue to be held after your relationship with us as a customer has ceased. You can always let us know if information we hold about you has changed, so that we can make sure it is updated.

More details of the information we hold about you, and what we use it for, are contained 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 information for marketing purposes.

# SAVINGS TERMS & CONDITIONS

EFFECTIVE FROM 14 JULY 2014

## 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 “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 and charges, and notice periods. We will give you these special conditions separately, in the Product Features leaflet. Details of the interest rates which apply to our savings accounts are available on our website or by calling our Service Team on 03330 140144.
- 1.3 Our agreement with you for your account is made up 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);
  - “working day” means Monday to Friday, not including English bank or public holidays;
  - “electronic payment” means a payment to or from the account made by any means other than cash or cheque;
  - “Family Building Society Online” and “Online service” mean the service we provide to allow 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 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;
  - “transaction” and “transactions” are payments of money into and out of your account;
  - “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.

## 2 MINIMUM AND MAXIMUM INVESTMENT

- 2.1 The overall maximum holding by any one individual in respect of all savings accounts with the Society is £2,000,000.
- 2.2 The minimum and maximum amounts that can be invested in any particular account are set out in the special conditions of the account.
- 2.3 If your account balance falls below the minimum investment set out in the special conditions for the account you will continue to be bound by the remaining special conditions and 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 for providing any other instructions in connection with the account. Any one of you may instruct us in writing at any time that we should only accept the authority of two or more account holders in relation to the operation of a joint account. Should a relationship breakdown occur, either or both parties may wish to provide such instruction, on receipt of which the written authorisation of both parties will be required 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 and the survivor(s) shall be entitled to operate the account on the same terms. We do not accept accounts on any other basis.

- 3.3 If we reasonably believe that there is a dispute between the account holders which we reasonably believe to be 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, despite any authorisation that has been given to us previously under Condition 3.1.
- 3.4 We may (in accordance with Condition 8.2) freeze the account if we reasonably believe there is a dispute which we reasonably believe to be genuine involving a third party, in relation to the ownership of the money in the account.
- 3.5 Any correspondence relating to the account will be 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 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 When paying in money by cash, you will need to produce your passbook or provide your account number. For security reasons, we reserve the right to refuse to accept 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), so that it is 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), 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 Instructions for withdrawals may be given in writing at our branch or by post, by telephone or by using our Online service.
- 5.3 In order for us to carry out your withdrawal instructions correctly, in addition to the amount of the payment you must provide us with accurate information relevant to the intended transaction as follows:
- (a) For an internal transfer between your accounts with us, you must tell us the account numbers of the accounts which the payment is to be taken from and credited to.
  - (b) For an 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 provide us with 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 provided to you by the recipient to identify the intended destination account.
- 5.4 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.

## 6 AUTHORISATION OF TRANSACTIONS

- 6.1 The special conditions of the particular account will specify which methods of authorisation can be used 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 in order to verify your identity you will be asked for the details of your intended transaction. These details will be entered into our systems and then read back to you, at which point you will be asked to confirm your instruction. Your verbal confirmation is authorisation for the transaction.
- (c) via our Online service – once you have logged in using your user ID, password and memorable data you will be asked to enter details of the intended transaction and then be asked 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, in which case you can cancel it up to the end of the working day before the day on which the payment was due to be made. If you wish to cancel an electronic payment, you may do so 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 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 6.2;
  - (c) your instructions are not clear or you have not provided us with sufficient details, in which case we will contact you to clarify your instructions or obtain 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 threat, computer systems failure or strikes); or
  - (h) circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).

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

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

In all other cases, we will notify you either verbally or in writing when we have done this at the earliest opportunity, and in any event no later than the end of the next working day following the time of receipt of your instructions (unless it is unlawful for us to do so or would compromise our reasonable security measures). Following receipt of this notification you can contact us for details of how to rectify any errors.

## 9 TIMING OF PAYMENTS INTO YOUR ACCOUNT AND AVAILABILITY OF FUNDS

- 9.1 The following table sets out when 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 moneys were received	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 further Condition 9.2)
Cash at our branch	day received	day of receipt
Cheque at our branch	day received	6 working days after the day of receipt (except if the day of receipt is a Saturday, in which case 6 working days after the first working day following the day of receipt)
Cheque by post	working day received	6 working days after the day of receipt
Faster payment	working day received in our bank account	first working day after the day of receipt in our bank account
BACS	working day received in our bank account	first working day after the day of receipt in our bank account
Standing order	working day received in our bank account	first working day after the day of receipt in our bank account
Bank GIRO	working day received in our bank account	6 working days after the day of receipt in our bank account
CHAPS	working day received in our bank account	day of receipt unless received after 4.30pm when it is available the next working day
Debit card – requested by 4.30pm on a working day and authorised by card issuer	working day request received	working day request received
Debit card – requested after 4.30pm 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 request received
Direct debit	working day receipt is due (which is 3 working days after we request it)	6 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, provided we have not received notice that it has not been cleared. If the cheque is 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 which has been 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 by which your instruction to make a withdrawal must be received and when the resulting transaction will be processed by us:

Transaction	How instruction was given	Cut off time for receipt of instructions	When the transaction will be applied to your account	When will the payment be received by the other bank or building society?
Cash at our branch	In person during branch opening hours	5pm Monday to Friday 12 noon Saturday	on the day the withdrawal is made	N/A
Cheque at our branch	In person during branch opening hours	5pm Monday to Friday 12 noon Saturday	on the day the cheque is drawn	N/A
Cheque from our Principal Office	By telephone or in writing		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 12 noon 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 above will be treated as being 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 TRANSACTIONS

- 11.1 In addition to the entries shown in your passbook or statement (depending on the type of account you hold), you can request additional information from us about electronic payments into and out of your account by calling our Service Team on 03330 140144.
- 11.2 Along with a reference to enable you to identify the transaction you ask about, we will provide you with the details of the transaction including the amount, any charges applied to your account for the transaction and the date the transaction was applied to your account. No charge is made for this information by us.

## 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 that we can resolve the matter.
- 12.2 If we carry out a transaction which was not authorised by you in accordance with Condition 6 or which had been cancelled by you in accordance with Condition 7, then we will immediately refund the amount of any withdrawal from your account together with any charges you paid as a result of it, and pay you any interest we would have paid you on that amount, unless we have reasonable evidence which suggests that you have either acted fraudulently or that you have deliberately or with serious carelessness failed to comply with your obligations under Condition 13, in which case we will investigate the disputed transaction and notify you of the outcome. In the case of disputed transactions under this Condition 12.2 the burden of proving fraud or deliberate or serious carelessness on your part will lie with us.
- 12.3 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 make immediate efforts to trace the transaction and to notify you of the outcome. If we have not carried out the transaction correctly under this Condition 12.3, we will refund the amount of the unpaid or incorrect transaction without undue delay and, where applicable, restore your account to the state it would have been in had the incorrect transaction not taken place.
- 12.4 If you are the payee in respect of an unpaid or incorrect payment and the payer's bank or building society can prove that we received the amount and your appropriate account details on time, we will immediately credit the amount to your account and, where applicable, restore your account to the state it would have been had the payment been credited to your account correctly.
- 12.5 If you initiate an electronic payment as payee (for example, by direct debit), we will be responsible for correctly transmitting your electronic payment, within the time limit we have agreed with you, to the bank or building society which holds the account of the payer. If you ask us to, we will make immediate efforts to trace the transaction and to notify you of the outcome. If we have not correctly transmitted the electronic payment in accordance with your instructions which were authorised by you in accordance with Condition 6.2, we will immediately re-transmit your electronic payment to the bank or building society of the payer.
- 12.6 Subject to this Condition 12, if we are responsible for an unpaid or incorrect payment we will refund to you any charges or interest you incur as a result of such unpaid or incorrect transaction.

## 13 PROTECTING YOUR ACCOUNT

- 13.1 An "Account Document" means 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, but it will remain our property and must be returned to us whenever we ask, to be brought up to date or for such 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, 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 Service Team on 03330 140144 or by emailing us at family.serviceteam@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 give us notice under Condition 13.3 or if we reasonably believe it is necessary in order to protect either your security details or your account, we may suspend the use of your security details as a means of accessing your account. Unless it is unlawful for us to do so or would compromise our reasonable security measures, we will notify you either verbally where we are able to do so (and then in writing) or in writing in advance to 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 practicable after the reason for the suspension has ended we will either remove the suspension or provide you with new security details. You may also ask that the use of your security details should no longer be stopped 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 be liable for only the first £50.00 of any unauthorised withdrawals from your account(s) which are made before you notify us in accordance with Condition 13.3 above. Any withdrawals made after you have notified us of the loss, theft or unauthorised use of your Account Document or security details, or where we have failed to provide you with appropriate means for notifying us under Condition 13.3, will be our responsibility and we will immediately restore your account to the state it would have been in had the unauthorised withdrawals not taken place, unless you have acted fraudulently.
- 13.6 We will issue you with a new Account Document after you have provided such 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 to your account (and when it is paid or credited) when you open it.
- 14.2 We will give you information regarding your account, as follows:
- (a) to help you compare rates on our different accounts, we will send you at least once a year, a summary of these accounts (including accounts no longer available) and their current interest rates; and
  - (b) we will tell you, at least once a year, about the different rates that have applied to your account during the year and any changes in the Bank of England bank rate.
- 14.3 Subject to any special condition relating to interest rate changes which covers a particular account, we can change the rate of interest paid on your savings as follows:
- 14.3.1 We may change at any time the rate of interest to be paid on your savings if we reasonably believe that 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 with which we intend to comply.

- 14.3.2 We can also change the rate of interest for any valid reason (other than a valid reason mentioned in Condition 14.3.1) where we reasonably believe the change is appropriate. If we do this, we will tell you that we are varying the interest rate in accordance with this Condition 14.3.2 when we give you notice of the change. We will also tell you that you may, within 30 days of our notifying you of the change, without notice switch your account or close it without loss of interest or bonus or having to pay any extra charge or interest that would otherwise be due.
- 14.3.3 Unless the change is a disadvantageous change of a material nature, in which case Condition 14.3.4 below will apply, we will tell you about any changes to the interest rate on your account 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 date the change takes effect.
- 14.3.4 Where we make a disadvantageous change of a material nature to the interest rate on your account we will give you either:
- (a) at least 14 days advance notice of the change followed by a period of 30 days from the date of notification during which you can close or switch your account without providing any notice or charge that might ordinarily result from not honouring the notice period (if there is one); or
  - (b) notice of at least 14 days plus the account's normal notice period (or 30 days if longer than the notice period) prior to the interest rate change. If you wish 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.

- 14.3.5 A disadvantageous change, of a material nature, to the interest rate, for the purposes of Condition 14.3.4, means:
- (a) the interest rate on the account is reduced by more than 0.25% and your account has a balance of £100 or more at the time the decision is taken to change the interest rate; or
  - (b) the interest rate on the account is reduced by 0.25% or less but this will result in there having been an overall reduction in the interest rate of 0.50% during the previous 12 months prior to the interest rate change and your account has a balance of £100 or more at the time the decision is taken to change the interest rate.

## 15 CHARGES

- 15.1 We may make charges 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 (including our internal costs and third party expenses and full legal costs so long as they are of 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 which 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. You will be bound by a change that we notify you of under this Condition 15.2 unless you notify us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account. In this case, the account will be closed but you will not have to give any period of notice or pay any charges which would otherwise apply.
- 15.3 In all other cases:
- 15.3.1 We can change our charges at any time if it is to your advantage (for example, the reduction or removal of a charge) or 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 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 being 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 with which we intend to comply.
- 15.3.2 We may also vary our charges for any valid reason (other than a valid reason set out in Condition 15.3.1). If we do this, we will tell you that we are varying the charges in accordance with this Condition 15.3.2 when we give you notice of the change. We will also tell you that you may, within 30 days of our notifying you of the change, without notice switch your account or close it without loss of interest or bonus or having to pay any extra charge or interest that would otherwise be due.
- 15.3.3 Where we vary or add to the charges under Condition 15.3, we will tell you about the change not 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.
- 15.4 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. You will be bound by a change that we notify you of under this Condition 16.1.1 unless you notify us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account. In this case, the account will be closed but you will not have to give any period of notice or pay additional charges which 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.
    - 16.1.2.2 Where we make a change under Condition 16.1.2, we will tell you about the change not less than 30 days before it takes effect by letter or other personal notice in accordance with Condition 24 and 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 which would otherwise apply. 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 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 You can also terminate the Conditions and special conditions to the extent that they apply to electronic payments at any time without prior notice and without giving any reason. If you give us notice to terminate under this Condition 17.2, you will be deemed to have given notice to withdraw the balance on your account, which will be paid to you in accordance with and subject to any fixed term, notice period, interest charges or other withdrawal 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 terms and conditions (where we reasonably regard such failure to comply as serious), and do not put this right within a reasonable time of our 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 make repayment to you in accordance with this Condition 17, then 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, nor will we 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 payments due in respect of 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 cease to be 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 3 years you have made no 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 5 years you have made no payment to or withdrawal from your account, we can close the account and retain the balance. If then you contact us at a later date requesting that the account be re-opened we shall 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 the occasional issue to you of details of products and services, including those of our Group, and from 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 should write accordingly to our Principal Office.
- 22.2 You will be reminded at least every three years that you can ask not to receive such marketing information.

## 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, subject to being satisfied as to a caller's identity based on items of personal information. In the event that we are not satisfied as to a caller's identity, we may decline to accept verbal instructions and require that matters be 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 You will be taken to have received any letter or other personal notice about your account 72 hours after we have posted it to you by post, postage-paid to your last known address in our records. We can also give personal notice by email if the special conditions of the account provide for this or you have agreed that we may do so.

## 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 be bound by our Rules but the Conditions or any relevant special conditions will apply where inconsistent with the Rules.

## 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 LAW AND JURISDICTION

- 27.1 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.
- 27.2 Our communications with you will be in English.

## 28 MATTERS BEYOND OUR CONTROL

- 28.1 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.

This leaflet can be provided in alternative formats on request.



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