

Savings Accounts for Business

Business Saver • Club Saver



Glossary of terms

The aim of this glossary is to provide you with a clearer understanding of the language used within our savings literature.

Access charge – This is a charge that is sometimes applied, usually if you need earlier access to your money than permitted within the terms and conditions of certain savings accounts.

Annual Equivalent Rate (AER) – This is used to show you what you would earn in interest from your savings over a year as a percentage. The AER always assumes any interest earned from your savings is compounded.

Annual interest – This is when interest on your savings is paid yearly.

Compound interest – This is interest that is applied to interest previously added to your savings. For example, if you put £1,000 in your savings account at an annual interest rate of 4.0% AER, you would earn £40.00 after one year. In the second year, you would then earn interest on £1,040, earning £41.60 (4.0% AER of £1,040.00), taking your total to £1,081.60.

Deposit – This is any payment into your savings account. Please refer to your savings account's Summary Box flyer and within this Product Features leaflet for more information on how to make payments into your accounts.

Gross interest rate – The amount of interest you'll get on your savings or investment before paying any tax.

Initial deposit – This is the first payment made into your savings account. Additional

deposit rules vary depending on the savings account you hold with us. Please refer to your savings account's Summary Box flyer and within this Product Features leaflet for more information.

Interest rate – This is how much you will earn on your savings account as a percentage amount.

Joint account – A savings account shared by two or more individuals.

Nominated bank account – This is the current account that you link to your savings account with us. All nominated accounts must be UK accounts, named in sterling (£) and must be in your name (if the account is a joint account the nominated bank account may be in the name of either account holder).

Notice account – A type of savings account that allows withdrawals, without any charges, but requires a notice period before you can withdraw your money. The notice period required before you are able to make a withdrawal will vary depending on the account.

Online Service – Our easy to use online banking system allows you to view and manage most of your savings accounts anytime and anywhere. You can also send and receive secure messages, update your personal details, and apply for many of our savings accounts without a paper application form. To find out more or to register, please visit ncbs.co.uk/new-online

Power of Attorney – A legal document which lets you give permission to one or more people (known as ‘attorneys’) to help you make decisions or make them on your behalf.

Savings Account Certificate – This is sent to you after you have opened your savings account with us. It contains your account information and is confirmation of your initial deposit.

Summary Box flyer – This is a summary of the key features of your savings account. This is included within the product pack along with a Product Features leaflet and the General Conditions for our Savings Accounts booklet.

Tiered interest rate – This means that interest rate will depend on the amount of the funds held in your savings account. Normally, the higher the balance, the higher the interest rate.

Variable interest rate – The interest rate you receive when you open your savings account could go up and down. We will notify you of any rate changes in accordance with the General Conditions for our Savings Accounts leaflet.

Withdrawal – When you remove money from your savings account. Please refer to your savings account’s Summary Box flyer and this Product Features leaflet for more information on how to make withdrawals from your account.

Contact us



New Business Team: **03330 140141**;



ncbs.co.uk/savings;



**Ebbisham House, 30 Church Street,
Epsom, Surrey KT17 4NL**

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



03330 140144;



savings.newbusiness@ncbs.co.uk

Savings Accounts for Business

Business Saver • Club Saver

In this Product Features leaflet we have set out the features and benefits of the accounts we offer for organisations including: Limited Liability Partnerships (LLPs), Limited Companies, Companies Limited by Guarantee, Incorporated Charities, Housing Associations, Clubs, Societies, Associations and Unincorporated Charities, so that you can decide if either of the accounts featured in this leaflet will suit your organisation's needs.



This account would be right for you if you'd like:

- A variable, tiered interest rate
- A dedicated Business Savings account for either incorporated (Business Saver account) or unincorporated entities (Club Saver account).



This account wouldn't be right for you if you'd like:

- A fixed interest rate
- Easy access to your savings
- A monthly interest option
- The Business is not registered in the UK.

In summary



Our business accounts are ideal if you are an organisation looking for a higher rate of interest than you would normally find with an easy access account and you don't need access to your funds in the short term.

We have two accounts that are available to choose from: the Business Saver and the Club Saver. Please note, products may not always be available so please check availability before applying.

Our savings accounts for business are not designed for use as a current account. As such we reserve the right to close an account where it appears to be used for this purpose.

Other key features:

- Save from £1,000 up to £500,000*
- Variable rate accounts offering a tiered rate of interest which increases with the amount saved
- Add to your savings by transfer from your organisation's bank account, by cheque or by cash (up to £2,000 per day at our Epsom branch)
- Withdrawals available after 35 days' notice without access charge and can be made by transfer to your organisations bank account, by cheque or by cash
- Interest paid annually on 30 June and added to the account, paid to another account with us or to the organisations bank account.

*subject to the organisation's total holding with us not exceeding £500,000

The Financial Conduct Authority is a financial services regulator. It requires us, National Counties Building Society, to give you this important information to help you to decide whether our savings accounts for business are right for you. You should read this leaflet carefully so that you understand the

key product features for these accounts, and then keep it safe for future reference.

For more information please call or email us (see last page for relevant contact details), alternatively please visit our website ncbs.co.uk/savings

Applying for an account

You can apply for either account by post or by visiting our Epsom branch.



Who can open this account?

The **Business Saver** account is available to incorporated entities such as LLPs, Limited Companies, Companies Limited by Guarantee, Incorporated Charities and Housing Associations, and is subject to the following restrictions:

- Small businesses should meet at least two of the following requirements:
 - i. average number of employees must not be more than 50
 - ii. turnover must not be more than £10.2 million
 - iii. balance sheet total must not be more than £5.1 million
- No corporate/will trust/nominee shareholders
- Company to be tax resident only in the UK
- Company must be registered in the UK
- All members of the partnership, directors and shareholders to be ordinarily resident for tax purposes in the UK.

The **Club Saver** account is available to unincorporated entities such as Clubs, Societies, Associations and Unincorporated Charities, and is subject to the following restrictions:

- Organisation to be tax resident only in the UK
- Organisation must be registered in the UK
- All officers and trustees to be ordinarily resident for tax purposes in the UK.

If the entity changes status so that it no longer meets the qualifying criteria, we reserve the right at our sole discretion not to open or to close an account.

What do you need to do?

The chosen account will be opened when we receive the:

- Fully completed Business Saver or Club Saver application form
- Opening investment: minimum £1,000, maximum £500,000*
- Evidence of identity for each authorised signatory, director, partner, shareholder (as applicable)
- Satisfactory evidence of the organisation.

If the account is to be opened by cheque, please make it payable to “National Counties Building Society”, followed by your organisation’s name. Unless your organisation has an existing account with us, we will require at least one cheque to be drawn against the organisation’s account to allow the new account to be opened.

If you are unable to provide a cheque from an account in your organisations name and your funds are to be drawn from another bank of building society, please contact our New Business Team to discuss circumstances before you apply.

New signatories

Unless you are a sole director, there must be at least two signatories on the chosen account. To check the signatories’ identities we will make searches 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 ability to obtain credit.

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

Existing signatories

If the organisation’s signatories already have an open savings or mortgage account with us, their signature matches our records and their name and address haven’t changed, they will not need to provide further evidence of their identity.

*subject to the organisation’s total holding with us not exceeding £500,000

Identification requirements



We are required by law to verify the name and address of all new customers, and make enquiries about the organisation, its activities and its ownership structure.

Please ensure the required documents and information below are enclosed with the application form to enable the savings account to be opened.

If your organisation falls within more than one of the below categories you will need to supply documentation required under each applicable heading.

LLPs and Limited Companies

- Certified copy, on headed notepaper, of a Board / Members' resolution to open the account, specifying who the signatories will be and the number required to operate your account (minimum of two, unless the Limited Company has a sole director)
- Original or certified copy of the Certificate of Incorporation **OR** Memorandum and Articles of Association / Partnership Agreement
- Certificate of Incorporation on Change of Name (if appropriate).

Registered Charities

- Letter from the Charity's governing body stating their intention to open the account with the Society, specifying who the signatories will be and the number required to operate your account (minimum of two)
- Certified copy of the last audited or signed accounts
- Original or certified copies of the last six months' bank statements.

Unregistered Charities

- Letter from the charity's governing body stating their intention to open the account with the Society, specifying who the signatories will be and the number required to operate your account (minimum of two)
- Original or certified copy of the Constitution or equivalent

- Original or certified copy of HMRC's confirmation of charitable status
- Certified copy of the last audited or signed accounts
- Original or certified copies of the last six months' bank statements.

Clubs, Societies and Associations

- Letter, on the organisation's headed notepaper, signed by all officials, approving the opening of the account and specifying who the signatories will be and the number required to operate the account (minimum of two)
- Original or certified copy of the Constitution or equivalent
- Certified copy of the last audited or signed accounts
- Original or certified copies of the last six months' bank statements.

All original documents provided to us will be returned to the correspondence address.

Documents may be certified by any of the following professionals: solicitors, accountants, bankers, civil servants, regulated financial advisors or mortgage brokers, teachers or ministers of religion.

The certification should confirm that the document is a true copy of the original which has been seen. The certifier must sign the certificate and also print their name, job title, contact phone number, employer's name or company stamp, and date of the signature.

Adding to your savings



For both accounts you may save from a minimum of £1,000 up to a maximum of £500,000, subject to the organisation's total holding with us not exceeding £500,000.

Accounts with only one signatory

If your account only requires one signatory, you will be able to add to your organisations account via our Online Service. If your account requires two or more signatories, you will only be able to view your account balance via our Online Service.

By debit card

To add to your organisations account by debit card you must be a registered users of our Online Service. If 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.

Accounts with one or more signatory

Accounts that require one or more signatories will be able to add to their savings by transfer from their organisations bank account. You will also be able to add to your savings by sending a cheque in the post or by cheque or by cash at our Epsom branch.

By transfer from your organisation's bank account

To send additional savings directly from your organisation's bank account, the banking details you will need are below. You can find more information about how to make a payment into your account and the Confirmation of Payee service by visiting ncbs.co.uk/bank-details-and-cop

Payee: Organisation's full name

Payee's bank sort code: 40-02-50

Payee's bank account number:
21397400

Payee's reference: Your organisation's 10 digit Business Saver / Club Saver account number

Payee's account type: Business.

By cheque

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

By cash

Cash deposits for your account can be paid in person at our Epsom branch (up to £2,000 per person per day). If you have more than one savings account with us, this amount may be split across them all, subject to additions being accepted, but cannot exceed this limit in total.

Availability of funds paid in

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

Taking money out



Please check our website at

ncbs.co.uk/savings-faqs for more information on making withdrawals and when you will receive your funds.

Withdrawals are available without access charge after 35 calendar days' notice.

You can give us 35 days' notice in writing or at our Epsom branch (subject to the organisation's signatory requirements being met) to make a withdrawal without incurring an access charge. Once notice has been given

it can be cancelled but not varied, which means that an increase in the amount or a change to the date of the withdrawal requires a further 35 calendar days' notice.

As immediate withdrawals are not allowed, both accounts could be unsuitable if immediate access is needed to the money invested.

There is a minimum withdrawal of £100. Where a withdrawal would leave your account balance below £1,000, either the withdrawal must be reduced (subject to the minimum of £100) or your account must be closed.

If your account requires **only one signatory**, you will be able to use our Online Service to transfer to your organisations bank account and to transfer to another account with us.

If your account requires **one or more signatories**, you can make a withdrawal by giving us the instruction by post or at our Epsom branch.

Withdrawals are paid by transfer to your organisations bank account, by transfer to another savings account with us, by cheque or by cash.

By transfer to your organisation's bank account

You can transfer money from your Business Saver / Club Saver to the organisation's bank account via our Online Service if only one signatory is required. If one or more signatories are required, you can give the instruction by calling our Savings Account Service Team or visiting our Epsom branch.

By transfer to another account with us

You can transfer money from your Business Saver / Classic Saver to another account with us via our Online Service if only one signatory is required. If one or more signatories are required, you can give the instruction by calling our Savings Account Service Team or visiting our Epsom branch.

By cheque

Cheque withdrawals are payable to the organisation and sent to the registered account address. Cheques payable to third parties are not available.

Our cheques will not be stopped except when they have been lost or stolen. Cheques withdrawn and later returned for re-investment will earn interest from the day or receipt by us.

The maximum withdrawal immediately available by cheque from our Epsom branch is £50,000. Cheques for larger amounts are available and will either be posted to your registered address or be available for collection from our Epsom branch after 3:30pm the next working day after we receive your withdrawal request, providing we have your instructions in branch before 3pm. Please tell the cashier which option you require at the time you give us your withdrawal instruction.

By cash

Provided 35 days' notice has been given, cash withdrawals of up to £600 per day may be made in person at our Epsom branch (subject to the organisation's signatory requirements specified at application being met). Notice must be given for each withdrawal. Withdrawals over £600 should be made by cheque.

To register new bank or building society details please send us an original statement for the account, issued within the last three months, and showing your organisation's name as the account holder.

All withdrawals are subject to sufficient cleared funds being available.

Closing the account



If your account requires only one signatory you can close your Business / Club Saver by sending us a secure message on our Online Service. Your account will then be closed after the expiry of the 35 day notice period.

If your account requires one or more signatory, your Business / Club Saver can be closed

after expiry of the 35 day notice period by phone, by post or at our Epsom branch.

Interest



Both the Business Saver and Club Saver accounts pay a variable rate of interest which we are able to alter at any time. The interest earned, which is paid annually on 30 June, will be added to the account and available from the following day. If you prefer, interest can be paid to another account held by the organisation with us or directly to your organisation's nominated bank or building society account.

Interest is paid gross for all organisations.

Account terms



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



Membership

Holders of deposit accounts are not members of the Society but are bound by our Rules, which are available on request.

Treating Customers Fairly



We are committed to treating our customers 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 any help with applying for a product or managing your account, please contact us using the information at the end 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 telephone or in writing with our Savings Account Service Team at our Principal Office. A leaflet detailing how we deal with complaints is available on request from our Savings Account Service Team, our branch office or our website ncbs.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

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.

This leaflet can be provided in alternative formats on request.

Contact us

New Savings Account Enquiry Team

📞 Call: **03330 140141**

✉ Email: **savings.newbusiness@ncbs.co.uk**

Savings Account Service Team

📞 Call: **03330 140144**

✉ Email: **savings.service@ncbs.co.uk**



National Counties Building Society
Ebbisham House
30 Church Street
Epsom
Surrey KT17 4NL
Web: **[ncbs.co.uk](https://www.ncbs.co.uk)**

2nd Issue Business Saver

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

Account name	2nd Issue Business Saver							
What is the interest rate?	Rates effective from 31 August 2023 <table><tr><th>Annual</th><th>Gross AER¹</th></tr><tr><td>£50,000+</td><td>2.75%</td></tr><tr><td>£1,000+</td><td>2.65%</td></tr></table> • Interest rates are dependent on balance amount • Interest is calculated daily and paid annually on 30 June		Annual	Gross AER ¹	£50,000+	2.75%	£1,000+	2.65%
Annual	Gross AER ¹							
£50,000+	2.75%							
£1,000+	2.65%							
Can National Counties Building Society change the interest rate?	Yes, the interest rate is variable and may be changed. Please refer to Section 14 of the General Conditions for our Savings Accounts booklet for more information on when we may make changes to the interest rate and how this will be communicated							
What would the estimated balance be after 12 months?	<table><tr><th>Opening balance</th><th>Projected balance (Gross)</th></tr><tr><td>£50,000</td><td>£51,375.00</td></tr><tr><td>£1,000</td><td>£1,026.50</td></tr></table> • These projections assume that the account is opened with the stated amount with no additions or withdrawals made. Projected balance is at the end of 12 months • All projections are provided for illustrative purposes only and do not take into account individual circumstances • Actual interest may depend on the date the account is opened and the date that interest is paid	Opening balance	Projected balance (Gross)	£50,000	£51,375.00	£1,000	£1,026.50	
Opening balance	Projected balance (Gross)							
£50,000	£51,375.00							
£1,000	£1,026.50							

(continued overleaf)

2nd Issue Business Saver

Summary box (continued)

How do I open and manage my account?	• The Business Saver is only available for incorporated entities such as Limited Liability Partnerships, Limited Companies, Companies Limited by Guarantee, Charities and Housing Associations. For full information on restrictions please see the 'Applying for an account' section of the Product Features leaflet • The account can be applied for by post or at our Epsom branch • A minimum of £1,000 must be deposited • Additions are allowed but not required on a regular basis • Additions to the account can be made by transfer from your organisation's bank account, by cheque and by cash • A maximum of £500,000 may be held in the account, subject to the organisation's total holding with us not exceeding £500,000 • Instructions for the account can be made by post and at our Epsom branch
Can I withdraw money?	• Withdrawals are available after 35 days' notice with no access charge and can be made by transfer to your organisation's nominated bank account, by transfer to another savings account with us, by cheque or by cash. • Minimum withdrawal is £100. Where a withdrawal would leave the account balance below £1,000 then either the withdrawal must be reduced (no less than £100) or the account must be closed • Immediate withdrawals are not permitted Please see the 'Taking money out' section of the Product Features leaflet for full information
Additional information	TAX STATUS: Interest is paid gross. Your organisation is responsible for any tax payable to HM Revenue & Customs. Interest is paid on 30 June and available from the following day

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

¹ AER stands for Annual Equivalent Rate and illustrates what the annual rate would be if interest was compounded.

All financial information correct on 18 August 2023.

If you need this document in an alternative format please call our Family Service Team on **03330 140144**.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

For more information

Call: New Savings Account Enquiry Team on **03330 140141**

Email: savings.newbusiness@ncbs.co.uk

Website: ncbs.co.uk/savings

Information Sheet

The Financial Services Compensation Scheme ('FSCS') protects deposits made by most individuals and businesses. Your account statement will confirm whether your deposits with National Counties Building Society are eligible for FSCS protection. Details of certain exclusions from the FSCS's protection are set out in the exclusions list after this information sheet.

Limit of protection

£120,000 per depositor per bank, building society or credit union.

If National Counties Building Society goes out of business the eligible deposits with National Counties Building Society and Family Building Society will be added up and the £120,000 will be applied to the total balance. For example, if you hold a savings account with £80,000 and a current account with £50,000, FSCS will pay you £120,000 and you may lose £10,000.

To ensure the FSCS can pay you promptly please ensure that National Counties Building Society has your up-to-date contact details including your email address.

Joint and group accounts

Each eligible account holder is entitled to £120,000 protection in total. For example, if there are two account holders, you will each be entitled to £120,000 protection, giving a total of £240,000.

Eligible deposits in business accounts are treated as if made by a single depositor. This means these types of account will only be protected up to £120,000.

Temporary high balances

If you have a 'temporary high balance' you may be entitled to more than £120,000 protection for six months from when the amount was first deposited or legally transferred. Temporary high balances are deposits connected with certain events, including:

- (a) Transactions relating to the purchase and sale of your main home.
- (b) Major life events such as death, your marriage or civil partnership, divorce, retirement, redundancy, disability or incapacity.
- (c) Compensation for personal injuries or wrongful conviction.

How the FSCS will pay you

FSCS will typically return deposits within seven business days by cheque or electronic payment into an alternative account. Payments may take longer in exceptional circumstances, for example if there is a temporary high balance, or the deposit is held on behalf of underlying beneficiaries.

Contact details for further questions about your account

National Counties Building Society
Ebbisham House
30 Church Street, Epsom
Surrey KT17 4NL
Tel: **03300 243411**
Email: savings.service@ncbs.co.uk

Contact details for more information on FSCS protection

You can find more information on FSCS protection on its website at fscs.org.uk or by contacting the FSCS using the details below:

Tel: **0800 678 1100**

Email: enquiries@FSCS.org.uk

Exclusions list

As set out in the Depositor Protection Information Sheet, deposits held by individuals and businesses will be generally eligible for FSCS protection up to the compensation limit.

However, some exclusions do apply. Details of the most common exclusions are set out below. For full details of the exclusions please see the Depositor Protection Part of the PRA Rulebook.

A deposit is excluded from protection if it meets any of the following criteria:

(1) The account holder is:

- a credit institution
- a financial institution
- an investment firm
- an insurance undertaking
- a reinsurance undertaking
- a collective investment undertaking
- a pension or retirement fund
- a public authority, other than a small local authority.

Note that:

- a) Deposits held on behalf of underlying beneficiaries who are eligible for FSCS protection, are not excluded.
 - b) Personal pension schemes, stakeholder pension schemes or occupational pension schemes for micro, small and medium sized companies are not excluded.
- (2) It is not held at a UK establishment of a bank, building society or credit union. Or, in the case of a bank, building society or credit union incorporated in the UK, it is not held at an establishment in Gibraltar.
- (3) The deposit is involved in any transactions where there is a link to a criminal conviction for money laundering. For example, it is transferred from an account held by someone who has been convicted of money laundering.

HOW WE USE PERSONAL INFORMATION

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 throughout this privacy notice that we mention Credit reference agencies and Fraud prevention agencies. Please read the sections about

how we share your information with them and how they will use your personal information carefully and contact those organisations if you have questions (their website details are given on page 9 of this leaflet).

Our Data Protection Officer can be contacted at any time by writing to the address on the backpage of this leaflet, 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.

You can view and download our current privacy notice at familybuildingsociety.co.uk/how-we-use-personal-information

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;
- Personal information which we obtain from Fraud prevention agencies (see 'How do we share information with Fraud prevention agencies?' section on page 9);
- some special categories of personal data such as about your health or if you are a vulnerable customer (see section 4 and 5 of 'What are the legal grounds for our processing of your personal information?' for more details); 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 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 Credit reference agencies; court judgments, decrees and administration orders made publicly available through statutory public registers (see 'How do we share information with Credit reference agencies?' section on page 8));
- 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 for our processing of your personal information?” section on this page, 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 tool 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 Fraud prevention agencies, Credit reference agencies, 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 Credit reference agencies will have originated from publicly accessible sources. In particular, Credit reference agencies’ draw on court decisions, bankruptcy registers and the electoral register (also known as the electoral roll). We have mentioned above in the lists of personal information, that we process some of the Credit reference agencies’ 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 chargers; and
- d) for some of our profiling. We explain more about our profiling activities in the 'Profiling' section on page 10.

2) Processing necessary for the following legitimate interests which apply to us and in some cases other organisations (who we list in section 2(c) and 2(l), 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 Payment Systems Regulator, 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 Credit reference agencies and at Fraud prevention agencies at the application stage, and periodically after that;
- f) to carry out monitoring and to keep records (see 'Do we do any monitoring involving processing of your personal information?' section on page 10 where we explain more);
- 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 in the 'Profiling' section on page 10; and
- l) when we share your personal information with these other people or organisations;
 - your guarantor or charger (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 persons where you have requested that we send correspondence about your account to 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, such as to lend to or arrange the lending of funds to the Society;
 - governmental and regulatory bodies such as HMRC, the Financial Conduct Authority, the Prudential Regulation Authority, the Payment Systems Regulator, 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 support us in managing our relationship with you and operating our business. Organisations such as debt recovery agencies, property managers, conveyancers and valuers panel managers, insurers, back up and server hosting providers, mailing services, IT software and maintenance providers, data services, 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;
 - Credit reference agencies and Fraud prevention agencies (see 'How do we share information with Fraud prevention agencies?' section on page 9 and 'How do we share information with Credit reference agencies?' section on page 8 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 'Do we do any monitoring involving processing of your personal information?' section on page 10 where we explain more);
 - 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 Payment Systems Regulator, 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 in the 'Profiling' section on page 10; 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:
- a) processing of your special categories of personal data such as about your health or if we believe you are a vulnerable customer, in order to protect your economic well-being and;
 - b) when we share your personal information with other people and organisations such as 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 and to protect your economic well-being.

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)) 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

in-line with UK data protection standards. 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 Credit reference agencies. To do this, we will supply your personal information to Credit reference agencies and they will give us information about you. This will include information from your mortgage application and about your financial situation and financial history. Credit reference agencies will supply to us both public (including the electoral register) and shared credit, financial situation and financial history information and fraud prevention information.

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 Credit reference agencies 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 Credit reference agencies.

When Credit reference agencies 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. Credit reference agencies 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 Credit reference agencies to break that link.

The identities of the Credit reference agencies, 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 Credit reference agencies are explained in more detail - on our website familybuildingsociety.co.uk

The Credit Reference Agency Information Notice (CRAIN) is also accessible from each of the three Credit reference agencies through

www.transunion.co.uk/crain

www.equifax.co.uk/crain

www.experian.co.uk/crain

HOW DO WE SHARE YOUR INFORMATION WITH FRAUD PREVENTION AGENCIES?

The personal information that you have provided, we have collected from you, or we have received from third-parties will be used to prevent fraud and money-laundering, and to verify your identity. These checks require us to process personal data about you.

Fraud prevention agencies can hold your personal data for different periods of time and if you are considered to pose a fraud or money laundering risk, your data can be held for up to six years.

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services you have requested, or we may stop existing services to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may

result in others refusing to provide services, financing or employment to you. If you have any questions about this, please contact us using the details on the backpage of this leaflet.

Fraud prevention agencies may allow the transfer of your personal data outside of the UK. This may be to a country where the UK Government has decided that your data will be protected to UK standards, but if the transfer is to another type of country, then the fraud prevention agencies will ensure your data continues to be protected by ensuring appropriate safeguards are in place.

Further details of how your information will be shared by us and these fraud prevention agencies, and your data protection rights, can be found by contacting cifax.org.uk/fpn

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 page 11) 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 under data protection laws?' section on page 11).

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 seven 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 seven 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.

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 (please see the ‘Your Data Protection Rights’ document, under the ‘Data Protection Law’ subsection) or on request. You may also contact our Data Protection Officer.

If you wish to exercise any of these rights against the Credit reference agencies and Fraud prevention agencies, 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: 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 ‘section 4 of ‘What are the legal grounds for our processing of your personal information?’ on page 7 for what our legal ground for marketing is. You can stop our marketing at any time by writing to us using the details on the backpage or by following the instructions in the marketing email or other communication.



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
mortgage.service@familybsoc.co.uk



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

Phone: 03300 243411

Email: 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.

ADDENDUM TO GENERAL CONDITIONS FOR OUR SAVINGS ACCOUNTS



EFFECTIVE FROM:

- New savings accounts – 5pm 17 January 2025
- Fixed Rate Cash ISAs or Fixed Rate Bonds that mature after 9 April 2025 - at the end of the term
- All other savings accounts opened before 5pm 17 January 2025 – 9 April 2025

The updated Condition 12, as set out below, should be read in conjunction with the General Conditions for our Savings Accounts.

12 UNAUTHORISED AND INCORRECTLY EXECUTED TRANSACTIONS; TRANSACTIONS MADE UNDER AN APP FRAUD SCAM.

If you are the victim of an Authorised Push Payment (APP) scam

- 12.8** If you authorise a payment from your account, but you later believe that this was part of an APP scam and you were tricked into sending money to someone who isn't who they claim to be, or to make a payment for a purpose you did not intend, you can report this to us and ask us to refund the payment. If you think you have been scammed, you must contact us as soon as possible by calling our Family Service Team (we will reimburse you for any reasonable call charges you incur) or by emailing us at savings.service@familybsoc.co.uk
- 12.9** Once we have received your claim, we will review this as soon as possible (and no later than four working days following the date of the claim) and provide you with an update of our determination. We may request further information from you to help us to properly consider and investigate your claim for a refund. We may also require you to report the scam to the police or authorise us to do so on your behalf.
- 12.10** Important things to know about:

The refund	Types of payment you could recover	When to make the claim
– The maximum refund amount is £85,000. – Up to £100 can be deducted by us from it; and – It will be processed within 35 working days from the day of your claim, should we accept it.	– Payments made by Faster Payments or CHAPS on or after 7 October 2024. – Made to or from a UK account; and – In £ (Pound Sterling).	– As soon as possible and no more than 13 months after the last APP scam payment was made.

When we may not refund you		
– You did not authorise the payment. – The payment was made to: – another account you control; or – to an account located outside the UK. – The payment was not in £ (Pound Sterling).	– You have acted fraudulently. – You didn't report the fraud as soon as possible and within the 13-month limit. – You didn't provide the additional information we asked for or didn't report the scam to the police or allow us to do this on your behalf.	– You've been extremely careless when making the payment. This includes ignoring warnings from us or the police that it was likely to be a scam. – There is a civil dispute between you and the person or business that received the payment.

If you need this document in an alternative format please call us on **03330 140144**.

To find out more, please contact our Family Service Team:



familybuildingsociety.co.uk



03330 140144



savings.service@familybsoc.co.uk

**EBBISHAM HOUSE
30 CHURCH STREET
EPSOM
SURREY
KT17 4NL**

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

General Conditions for our savings accounts



General conditions

Information that applies to all accounts

How to contact us

Our Savings Account Service Team and Epsom branch are open between Monday and Saturday (excluding bank holidays). Please refer to our website for 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.

For more information please call us or email us (see last page for relevant contact details), alternatively please visit our website ncbs.co.uk/savings

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 on the back page. 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 11 and 12 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 ncbs.co.uk or by calling our Savings Account Service Team on 03300 243411.

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. National Counties 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 the current balance, transaction history and interest paid can be viewed using our internet-based service, National Counties 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 ncbs.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 pages 5 and 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 16 of this booklet. Special conditions may apply to particular types of account. You will find them 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 us.

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. 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. It 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 for more details (please see last page for relevant contact information).

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.

GENERAL CONDITIONS

Effective from 5 April 2019

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 Savings Account 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 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;
 - “National Counties 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 £600 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 above 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 Savings Account 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 Savings Account Service Team (we will reimburse you for any call charges you incur) or by emailing us at savings.service@ncbs.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 above. 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, secure message on the Online Service). Where we can, we will let you choose how you want us to contact you.
- 28.3 If you experience a change in your personal circumstances perhaps due to ill health, the loss of a close relative or simply facing personal difficulties, you will be treated appropriately, sensitively and flexibly. With your agreement, we will provide a dedicated point of contact. We can offer you alternative methods of communication such as large print, braille or audio.

29 LAW AND JURISDICTION

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

30 MATTERS BEYOND OUR CONTROL

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

31 COMPLAINTS

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

Notes

Notes

Notes

This leaflet can be provided in alternative formats on request.

Contact us

New Business Enquiries

Call us: 03300 243413

Email us: savings.newbusiness@ncbs.co.uk

Existing Account Enquiries

Call us: 03300 243411

Email us: savings.service@ncbs.co.uk



National Counties Building Society

Ebbisham House

30 Church Street

Epsom

Surrey KT17 4NL

Web: ncbs.co.uk

TARIFF OF SAVINGS CHARGES



THE NORMAL OPERATION OF YOUR ACCOUNT IS FREE. HOWEVER DURING THE LIFE OF YOUR SAVINGS ACCOUNT WITH FAMILY BUILDING SOCIETY THERE ARE SOME CHARGES WHICH MAY BE INCURRED. SO THAT NONE OF THESE CATCH YOU BY SURPRISE, WE HAVE COMPILED THE FOLLOWING LIST.

The charges we currently apply are as follows:

CHARGES	AMOUNT
Cheque paid in and later returned unpaid:	£10
Same day transfer of funds to your bank account (via CHAPS, Telegraphic Transfer):	£20
Lost passbook for the second and all subsequent times:	£10

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

If you need this document in an alternative format please call our New Business Team on **03330 140141**.

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

 **familybuildingsociety.co.uk**

 **03330 140141**

 **newbusiness@familybsoc.co.uk**

**EBBISHAM HOUSE
30 CHURCH STREET
EPSOM
SURREY
KT17 4NL**

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

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register.fca.org.uk