

The logo for The Loughborough Building Society. It features a dark blue rounded rectangle on the left containing the text 'The Loughborough Building Society' in white. To the right of this rectangle are four horizontal bars in light blue, green, pink, and yellow.

**The Loughborough  
Building Society**

Principal Office  
6 High Street, Loughborough, Leicestershire LE11 2QB

# **GENERAL TERMS AND CONDITIONS FOR SAVINGS ACCOUNTS JANUARY 2018**



## **GENERAL TERMS AND CONDITIONS FOR SAVINGS ACCOUNTS JANUARY 2018 CONTENTS**

<b>INFORMATION SECTION</b>	<b>PAGE No.</b>
How to contact us	3
Opening an account	3
Identification Requirements	3
Terms and Conditions	5
Charitable Assignment	5
Changing your mind	5
Tax	6
Joint Accounts	6
Data Protection and Confidentiality	6
Marketing of Services	7
Complaints	7
Financial Services Compensation Scheme	7
Membership Rights	8
Branch and Agency Closures	8
What you can do to protect your account	8
Cheque Clearing	9
Cash Withdrawal Limits	9
Difficulties in managing your account	9
Authorising others to operate your account	9
<b>TERMS AND CONDITIONS</b>	
1. Introduction	9
2. Membership	10
3. Opening an account	10
4. Account Details	11

5. Minimum and maximum balances	11
6. Paying money into your account	11
7. Interest	12
8. Account Charges	14
9. Withdrawals	15
10. Uncleared funds	17
11. Closing your account	17
12. Statements	18
13. Joint accounts	18
14. Transfers	19
15. Unclaimed balances	19
16. Account documents	20
17. Changing these Conditions	21
18. Notices	22
19. Matters beyond our control	22
20. Set Off	23
21. Companies, etc	23
22. Framework Contract for Payment Services	23
23. Law	26
24. Language	26

## **INFORMATION SECTION**

### **How to contact us**

You can contact us by:

- visiting, telephoning, writing to or emailing any of our offices listed in our literature;
- visiting our website at [www.theloughborough.co.uk](http://www.theloughborough.co.uk) and using the 'contact us' facility, or;
- emailing us at [enquiries@theloughborough.co.uk](mailto:enquiries@theloughborough.co.uk)

### **Opening an account**

The Society's savings accounts are only available to UK residents.

To open an account with the Society, you will need to let us have:

- a completed application form;
- at least the minimum investment amount for the type of account;
- proof of your identity and your address.

### **Identification Requirements**

We are required by law to check the identity and address details of all account holders/operators. To do this, we may use electronic identity checks using a credit reference agency or we may ask you to provide documentation to verify your identity and address as shown in the table on the following page. If you cannot provide the required items of identification please contact us for further guidance.

### **Opening an account**

If you are opening an account in person at one of the Society's branches or agency offices we will need to see evidence of your identity and address. You will need to provide one original document from list A and one from list B shown in the table on the following page.

Opening an account by post

For postal applications we will accept photocopy documents as long as they are certified by an appropriate person such as a solicitor, accountant, bank or building society official or other financial services approved person and we are provided with sufficient information to be able to contact that person.

### **Opening a children's account**

If you're opening an account in the name of a child aged 0-16 years, you will need either:

- Current UK passport, or
- The child's birth certificate

Where the account is to be opened with an adult (parent/guardian) registered as the operator we will also need one item from list A and one from list B for the adult or each adult where more than one operator is registered.

### Existing account holders

If you already have an account with the Society, and the details we have about you have not changed, then we may not need to re-check your identity and address. Please enquire for further details.

List A for proof of your identity	List B for proof of your address**
<ul style="list-style-type: none"> <li>• Current full signed UK or EU Passport</li> <li>• Current full or provisional UK photocard driving licence</li> <li>• National Identity Card (non-UK nationals)</li> <li>• Firearms Certificate or Shotgun Licence</li> <li>• Identity Card issued by the Electoral Office for Northern Ireland</li> <li>• Current (old style) full UK driving licence*</li> </ul>	<ul style="list-style-type: none"> <li>• Current council tax statement or demand letter – no more than 12 months old</li> <li>• Current bank statement or credit/debit card statement issued by a regulated firm in the UK, EU or equivalent jurisdiction – no more than 3 months old</li> <li>• Utility bill – no more than 3 months old</li> <li>• Current (old style) full driving licence*</li> <li>• Recent evidence of entitlement to a state or local authority-funded benefit (including housing benefit and council tax benefit), tax credit, pension, educational or other grant for Northern Ireland</li> <li>• Instrument of a court appointment (such as liquidator, or grant of probate)</li> </ul>

We reserve the right to carry out any further checks of your identity and address if we think we need to do so in order to comply with our legal obligations.

\* This document can be used to verify either a person's identity or address, but not both.

\*\* Documents must have been posted to the address. Documents printed from the internet are not acceptable.

### When things change and specific events

We have an obligation to maintain up to date information for all customers so may require additional verification of identity over time or if things change, even for customers who have had accounts with us for some time. Some examples of changes and events are listed below:

- Name change
- Registering Power of Attorney
- Maturity of children's accounts

- Where there hasn't been activity (transactions) on your account for a period of three years
- Address change
- Email or phone number change
- If you need to instruct a CHAPS payment

### **Terms and Conditions**

The terms and conditions that apply to all our savings accounts are set out in this booklet. Special conditions may apply to particular types of account. You will find them in the product specification relating to these accounts.

You have a right to obtain a copy of the terms and conditions that apply to your account at any time.

### **Charitable Assignment**

We require that, when you open an account, you agree to give to the Charities Aid Foundation any windfall benefits to which you might become entitled on any conversion or takeover. Please see the application form for further details.

This requirement does not apply to you if you have been a member of the Society continuously since prior to 1st February 2000.

### **Changing your mind**

This section does not apply to fixed rate accounts (except for Fixed Rate Cash ISA's), or to accounts where the return depends on rises and falls in the financial markets outside our control that may happen in the cancellation period.

If you open a new account and then change your mind, then as long as you tell us in writing within 14 days after the contract is entered into or, if later, 14 days from the day you first receive, on paper or electronically, the terms and conditions and other information relating to it, you can

- have your money back; or
- switch to another available account.

In this case, you will not have to

- give any period of notice; or
- lose any interest on the account you are closing; or
- pay any other charges.

## **Tax**

Interest on your account will be paid gross (no tax is deducted). However, you may be liable to pay tax depending on your income. For further details go to [www.GOV.UK](http://www.GOV.UK) and search Personal Savings Allowance. Tax treatment depends on your individual circumstances and may be subject to change in the future.

## **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 people.

Although joint accounts can be convenient, it is very important that you understand the consequences of having an account in more than one name. These are set out in Condition 13 of these terms and condition. A guide "You and Your Joint Account" is available on request.

## **Data protection and confidentiality**

The Data Controller is Loughborough Building Society, 6 High Street, Loughborough LE11 2QB.

Under the Data Protection Act you have the right to see and receive a copy of any personal information we may hold on you. This is known as a 'Data Subject Access Request'. You will have to pay a small fee if you want to exercise this right. To request a copy of the personal information we hold on you, please write to the Data Protection Officer, Loughborough Building Society, 6 High Street, Loughborough, LE11 2QB.

Data held by us about you will be kept while you are a customer and may be held for six years after your relationship with us as a customer has ceased or for longer if necessary as permitted for legal, regulatory and legitimate business purposes.

Please let us know if information we hold about you has changed, so that we can make sure it is updated. You also have the right to require us to correct any inaccuracies in your 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;
- our interests require us to give the information (for example, to prevent fraud).

We will not use this as a reason for giving information for marketing purposes.

The Society, its successors and assignors may use this information for statistical analysis and for administering your account. In addition, we may disclose personal information to third party processors where there is a legitimate business need and where necessary controls are in place e.g. for printing and mailing purposes or IT systems development and

maintenance. More details of the information we hold about you, and what we use it for are contained in the account application form.

Please note that we may record your telephone conversations with us and film your visits to our branches.

### **Marketing of services**

To help you keep up to date with our products and services, we may tell you about these. Should you not wish to receive this information you can let us know at any time. Our account application forms have boxes that you can tick to say you do not want to receive this information.

We will remind you at least once every three years that you can ask not to receive this information. This reminder may be contained in the Summary Financial Statement or other literature that we send you.

### **Complaints**

Loughborough Building Society aims to provide the best possible service to its Members. However, we recognise that there may be occasions when you feel that we have not met your expectations and you wish to make a complaint.

You can raise a concern with any member of our staff. Your complaint does not need to be made in writing and we will deal with any complaints, whether made verbally, in writing or by email, in the same way.

Our complaints procedure is explained in our guide 'Making a Complaint'. Copies are available in our branches, on our website or you can call us and we will send you a copy.

If we are unable to resolve your complaint satisfactorily through our internal complaints procedure you may be entitled to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service for resolving complaints or disputes with financial firms. Further information about the Financial Ombudsman Service is available on their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or on request at any of our offices.

### **Financial Services Compensation Scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme.

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please call us on 01509 631960, ask at your local branch, refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100. Please note *only* compensation related queries should be directed to the FSCS.



## **Membership Rights**

Individuals holding share accounts with the Society are members of the Society and are bound by our Rules. You can get a copy of the Rules from the Society's website or on request by asking at any of our offices.

The Rules set out the rights and obligations attached to membership. While joint account holders are all members, only the first-named can exercise any membership rights (for example, the right to vote at meetings) arising from the account. Please see Condition 2 for more details.

## **Branch and agency closures**

If we plan to close, move or vary the opening hours on a permanent basis of your branch or agency, we will tell you at least twelve weeks beforehand unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

## **What you can do to protect your account(s)**

You can help prevent misuse of your account(s) by:

- taking care of your passbook and other account information and letting us know as soon as possible if your passbook or other information is lost;
- letting us know as soon as possible of any change in your name, address, telephone number or e-mail address;
- letting us know if you do not receive any information that you were expecting to receive from us;
- checking your statements or passbook regularly;
- taking care when getting rid of information about your account (people who commit fraud use many methods such as "bin raiding" to get this type of information - you should take simple steps such as shredding printed material);
- co-operating with us (or the police) in investigating transactions; and
- never giving your account details or security information to anyone unless you know who they are and why they need them.

Please also see Condition 16 of this booklet.

Cheques made payable to the Society must also include details of the account holder(s) or the account number (for example, "Loughborough Building Society, account J Smith"); otherwise we will not accept them for payment into an account. This is to protect you against fraud.

## **Cheque Clearing**

The central clearing cycle for cheques (and automated payments, including those over the telephone or internet) is three working days. Our normal practice is to allow withdrawals against a cheque six working days after it has been paid in. Interest on a cheque paid in will be calculated from the day after the day we receive it. For more details, please see Conditions 7.2 and 10 of this booklet.

## **Cash withdrawal limits**

Withdrawal limits for passbook accounts are up to £500 in cash or £100,000 by cheque per customer per day on demand at each branch and agency office of the Society. Larger amounts up to £2,000 in cash or cheques over £100,000 are available provided you give at least 24 hours' notice. The passbook must be produced at the time of the withdrawal.

## **Difficulties in managing your account**

If, at any time, your personal circumstances affect your ability to manage your account(s) then please let us know. We will look at how we can help you by providing assistance which is appropriate to your individual needs and circumstances. Circumstances may include e.g. illness, physical or mental incapacity or bereavement.

## **Authorising others to operate your account**

You may authorise someone else to operate your account on your behalf as an appropriate and properly appointed authority e.g. a Power of Attorney. We reserve the right to assess what constitutes an appropriate authority, and our assessment will be based on all of the circumstances of which we are aware and on how the appointed person may operate your account.

## **TERMS AND CONDITIONS**

### **1 Introduction**

1.1 These general terms and conditions (referred to as the "Conditions") apply to all savings accounts with the Society, except if they are inconsistent with special conditions for particular accounts (in which case, those special conditions will apply). The Conditions apply to successive operations or a series of operations of the same nature to be performed over time in respect of your accounts.

1.2 In the Conditions:

- "the Society", "we", "us" and "our" refer to Loughborough Building Society;
- "you" and "your" refer to holders of savings accounts; and
- "working day" means a day other than a Saturday, Sunday or bank holiday; and
- "branch" means a Society branch office or agency office

1.3 If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 21.

## **2 Membership**

2.1 If these Conditions apply to your account you will (except where the account is a deposit account) be a member of the Society and therefore our Rules will apply. However, these Conditions, or any relevant special conditions for a particular account, will override the Rules in the case of any inconsistency. A copy of the Rules is available on our website or on request at any of our offices.

2.2 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.

2.3 New saving members from 1st February 2000 are subject to the Society's Charitable Assignment Scheme, full details of which are set out in the application form.

2.4 If your account becomes overdrawn then, unless we have consented to the amount of the overdrawing, you will stop being a member in respect of the account until it is brought up to date. If you have other accounts with the Society, which are not overdrawn, your membership will continue through these account(s).

## **3. Opening an account**

3.1 To open an account with Loughborough Building Society you must be resident in the United Kingdom (England, Scotland, Wales and Northern Ireland). Should you subsequently become non-UK resident we reserve the right to close your account or transfer your funds to an alternative account type.

Under regulations for the Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standard (CRS) we have a responsibility to record, and report where required your tax residency status, and information relating to your account. We will therefore require you to confirm, via a self-certification form, your tax residency status before we open an account.

If the account is in the name of a company, charity, club or association we will have to confirm the tax residency status of all directors/beneficial owners and authorised operators of the account. You must notify the Society immediately if your tax residency status changes or if you cease to be resident/ordinarily resident in the UK.

3.2 We will require evidence of identity and address before an account is opened. If we receive money without satisfactory evidence of identity and/or address then we may ask for further identification, return the money or retain it pending instructions from any relevant authority.

3.3 Once you have opened an account, you have 14 days after the contract is entered into (or, if later, 14 days from the day you first receive, on paper or electronically, these terms and conditions and other information relating to the account) to notify us in writing that you want to change your mind. If you notify us within this time, we will help you switch to another of our accounts or (assuming we have received cleared funds) give you back your

money together with any interest it has earned. We will ignore any notice period and any charges. Please note that this Condition 3.3 does not apply to fixed rate accounts (other than fixed rate cash ISA's), or to accounts where the price depends on rises and falls in financial markets outside our control that may happen during the cancellation period.

If you do not exercise your right to change your mind, you will continue to be bound by these Conditions and any special conditions that apply to the particular account.

#### **4 Account details**

4.1 You are required to notify us of any changes in your circumstances which affect your tax residency declaration; such as moving outside the United Kingdom (England, Scotland, Wales and Northern Ireland).

4.2 The address that you provide in the application form for the account will be the registered address for you, and will remain the registered address for you until it is changed in our records.

4.3 It is your responsibility to notify us of any change of address. You should also notify us of any change of name, telephone number or email address.

4.4 You agree to produce evidence in support of any change, if we ask to see it.

4.5 You agree to provide us with specimen signatures, if we ask for them.

4.6 If you have more than one savings account with us, you must make sure that the registered address we have for you is the same in respect of each account.

4.7 Your account will have a unique number. Please quote this in correspondence with us.

#### **5 Minimum and maximum account balances**

5.1 The minimum and maximum amounts that can be held in any particular account are set out in the special conditions for that account.

5.2 Where the amount in the account falls below the minimum balance please refer to the product specification for that account.

5.3 The overall maximum holding by any one person in respect of all savings accounts with the Society is £750,000.

#### **6 Paying money into your account**

6.1 Unless special conditions for a particular account specify otherwise, you can generally pay money into your account at any of our branches or by electronic transfer (standing order, faster payment, CHAPS or direct debit) or post. However, for security reasons we do not recommend that cash is sent by post.

6.2 For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.

6.3 You can pay money into your account by electronic transfer. The Society can supply the relevant forms for completion. It is your responsibility to ensure that all your account details are provided correctly. Incorrect and unallocated payments received via electronic transfer will be returned to the originating bank.

6.4 Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), so that it is clear who the money is intended for.

6.5 When paying in money by cash, you will need to produce your passbook or provide your account number. We may make enquiries regarding the source of funds.

6.6 Money paid into your account by cash will be available for withdrawal immediately subject to Condition 9. Money paid into your account by electronic transfer will be available immediately after we receive it, subject to Condition 9. Any sums received by us (or our bank) outside normal business hours or on a non-working day will be treated as having been received when we are next open for business. Please see Condition 10 regarding cheques.

## **7 Interest**

7.1 We will tell you the interest rate that applies to your account (and when it is paid or credited) when you open it. This information is also available:

- in our Interest Rates leaflet;
- on our website, [www.theloughborough.co.uk](http://www.theloughborough.co.uk);
- in notices displayed in our branches; or
- by asking our staff

7.2 On our accounts we generally:

- calculate interest on a sum deposited in cash or by electronic transfer from the working day we receive it. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business. Interest accrues on a daily basis.
- calculate interest on a sum deposited by cheque from the working day after we receive it.
- calculate interest on a sum withdrawn up to and including the day before you make the withdrawal.
- give you the choice of having the interest added to the account, paid into another account with us, or paid into your bank account.

However, this may vary depending on the type of account. You should check the special conditions for specific accounts. Further details of how and when interest is payable is contained in the product specification for that specific account. Also, different periods may

apply to cheques drawn on a bank or institution outside the United Kingdom or in currencies other than Sterling. Please enquire for details.

7.3 Subject to any special conditions that apply to particular accounts (for example, fixed rate or tracker accounts), we can change interest rates as set out in Conditions 7.4 to 7.7.

7.4 We may change interest rates at any time for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to reflect or respond to changes in the Bank of England base rate or mortgage or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
- to respond to changes in the law or the decision of a court or ombudsman;
- to meet relevant regulatory requirements;
- to reflect or respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- to reflect or respond to changes to our costs, reasonably incurred by us in operating our savings products, including administration costs and costs of providing services or facilities;
- to enable us to preserve the competitiveness of interest rates charged to our borrowers, while having regard to the interest rates of our saving members and our business as a whole;
- to ensure that we maintain an appropriate level of money invested by individuals, in a prudent mix of fixed and variable rate savings accounts and at appropriate rates of interest, to enable us to sustain all our legal and prudential requirements;
- if it is necessary to maintain our financial strength in the interests of all our members; and
- to enable us to harmonise, in a reasonable manner, the interest rates being paid to our saving members following any acquisition of savings accounts or any takeover of, or merger with, another provider of savings accounts.

Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.

7.5 Changes may include the introduction or alteration of interest rate tiers under which:

- interest is not paid where the amount in the account is below a certain level; and/or
- different rates apply depending on the amount in the account.

7.6 If we are increasing the interest rate, we will notify you as soon as reasonably possible by (as a minimum) putting a notice in our branches and principal office and/or on our website;

7.7 If we are decreasing the interest rate we will give you at least 14 days' notice (by letter, email or other personal notice) before we reduce your interest rate. This does not apply to:

- interest rate tiers applicable to balances below the minimum operating balance for the account (provided we have clearly told you about the minimum balance requirements);
- accounts with a balance of less than £100;
- fixed rate or tracker accounts; or
- if the change is not material.

A change will be deemed material if the account balance is £100 or more at the time the rate change is announced.

7.8 If we notify you of a material reduction in the interest rate you will have a period of 30 days from the date of notification during which you can close or switch your account without providing any notice or incurring any loss of interest.

7.9 You will be bound by any change unless you notify us in writing, before that change is due to come into effect, that you reject it. If you do notify us, that you reject the change then that will be treated as notice by you to close the account. In this case the account will be closed but you will not have to give any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals) or pay additional charges.

7.10 The information on our website will be updated within three working days of a change in the Society's interest rates.

7.11 If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.

## **8 Account charges**

8.1 We may make charges for items relating to your account. Details of any charges are contained in our Interest Rates leaflet. You can also find them on our website, or by contacting any of our offices.

8.2 Charges incurred will normally be debited to your account. We will notify you before we do this.

8.3 We can change the charges we make at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to reflect or respond to changes to our costs associated with providing the particular product or service, including our administrative costs;

- to respond to changes in the law or interpretations of the law or the decisions of a court or ombudsman;
- to meet relevant regulatory requirements;
- to reflect or respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- if it is necessary to maintain our financial strength in the interests of all our members;
- to enable us to harmonise, in a reasonable manner, charges following any acquisition of savings accounts or any takeover of, or merger with, another provider of savings accounts.

Any change we make to our charges will be proportionate to the circumstances giving rise to the change.

8.4 Changes may include the abolition or alteration of existing charges or the introduction of new charges.

8.5 If we introduce or increase a charge relating to the running of your account, we will give you at least 30 days written notice before the charge comes into effect. If the change is not to your advantage then you have a period of 30 days after the date of notification to close or switch your account without having to give any period of notice, pay additional charges or lose any interest due up to the date of switching or closure.

8.6 You will be bound by a change that we notify unless you inform us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account. In this case the account will be closed but you will not have to give any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals) or pay additional charges.

8.7 There may be other taxes or costs that are not paid through us or charged by us.

## **9 Withdrawals**

9.1 Withdrawals may be made during our normal business hours, subject to the special conditions for particular accounts and to our branch withdrawal limits. Please refer to the Information Section.

9.2 No withdrawal will be allowed:

- if it would cause the account to be overdrawn; or
- from a passbook account, unless you produce the passbook at the time of withdrawal.



9.3 We may refuse to allow a withdrawal if we are not satisfied that we have the proper written authority for the withdrawal, in accordance with the mandate you have given us. A signed withdrawal form will be required in order to make a withdrawal.

9.4 We can restrict at any time the amount that can be withdrawn from any account.

We will only do this if:

9.4.1 we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;

9.4.2 we are required to do so by any law, regulation, HM Revenue and Customs (HMRC) or court order;

9.4.3 there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;

9.4.4 circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, power failures, computer systems failure or industrial action); or

9.4.5 circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).

In the case of 9.4.4 and 9.4.5 above:

- we will act proportionately to the circumstances in question;
- we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- we will take into account the interests of the Society's membership as a whole;
- we will, if practical, give advance notice; and
- we may consider exceptions to the restrictions if we are reasonably satisfied that extreme or substantial hardship would otherwise be caused.

Where the restrictions on withdrawals affect accounts generally, we will notify the restriction by notices on our website and in our branches. If the restriction affects your account only, we will write to you to notify you. You can contact us to discuss any restriction in person at any of our branches, or by telephoning us on 01509 631960.

9.5 If a withdrawal is made by a cheque in favour of someone other than you, we will not stop payment of the cheque unless we have clear evidence of fraud, or that the cheque has been lost, stolen or destroyed.

9.6 Please also note that:

- we will not normally send cheques to third parties by post and;

- we do not permit withdrawals to be made by direct debit or standing order.

9.7 HMRC may recover funds directly from your savings account to repay any outstanding tax bills. The conditions under 9.4 will apply.

## **10 Uncleared funds**

10.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque six working days after it has been deposited with us, provided we have not received notice that it has not been cleared. If the cheque is not cleared then you will have to repay us the amount of the withdrawal to the extent that there is not enough other money in the account to cover it. However, we will not take money from your account, or require you to repay us, in respect of a cheque that has not cleared unless:

- you agree otherwise;
- you are knowingly a party to a fraud in respect of the cheque; or
- the money is reclaimed from your account before close of business on the sixth day after it was deposited with us.

If a cheque that is deposited by you is not cleared, we will tell you about this by writing to you, including details of any charges that may apply.

10.2 For the purpose of Condition 10.1, the day of deposit of the cheque is the day it is paid in at a branch or the day we receive the cheque by post.

## **11 Closing your account**

11.1 You can close your account at any time, subject to any special conditions that apply to particular accounts and to normal administration requirements.

11.2 We can close your account at any time without giving any reason, but (except in exceptional circumstances):

- we will give you at least two months' written notice or such period of notice you would have to give us in order to close your account (without having to pay a charge or losing interest), whichever is the longer;
- we will not use this right to repay a fixed term investment before the end of the fixed term; and
- we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.

The exceptional circumstances mentioned above include:

- you have deliberately given us false information in relation to your account;
- you were not entitled to open the account;

- you do not comply with any of your obligations under these terms and conditions, and do not put this right within a reasonable time of our asking you to do so; or
- your behaviour is hostile, aggressive or violent towards our staff or other members;
- the contract between us is void or unenforceable in law; or
- we have a legal obligation to close the account.

In such exceptional circumstances we will treat you as being in breach of these terms and conditions and can immediately terminate this agreement with you and close your account.

11.3 If we close the account, we will pay interest at the agreed rate up to and including the date of repayment. We may make repayment by sending you a cheque.

11.4 If we close the account in full and make repayment to you, in person or by post, then you will have no further right or interest in the account.

## **12 Statements**

12.1 We will send you a statement of account annually unless:

- the special conditions for a particular account specify otherwise; or
- the account is a passbook account (except ISA accounts).

You should check all statements carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible.

12.2 For postal accounts, where money is received electronically (for example by standing order or BACS), we will send you a confirmation of the transaction.

## **13 Joint accounts**

13.1 If an account is held in more than one person's name, then only the holder whose name appears first in our records will be entitled to membership rights (such as the right to receive notices of, and to attend and vote at, meetings). This is subject to any rights given to other holders by any legislation. Under the Society Rules, joint accounts cannot be held by the holders as tenants in common.

13.2 You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed.

13.3 For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares. This does not affect the operation of Condition 13.4, which takes precedence.

13.4 Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the account. We do not accept accounts on any other basis.

13.5 Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all of them have authorised us to accept the signature of any one of them or (if there are more than two holders) any combination of them.

13.6 Any authorisation given under Condition 13.5 can be stopped by any account holder.

13.7 If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders, despite any authorisation that has been given to us previously under Condition 13.5.

13.8 If there is a relationship between the account holders which ceases, you will need to inform us if the account is to be closed or you want any name to be removed from the account. If you do not inform us then, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the instructions that you have given us. This may mean that withdrawals and/or closure of the account will be permitted on one signature.

13.9 We may (in accordance with Condition 9.4) freeze the account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court.

13.10 Any correspondence relating to the account will be sent to the address of the first named account holder, unless you instruct us otherwise.

13.11 The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the account holders, and not just a share of them.

13.12 We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of any money held in the account (and we will not have any liability for failing to do so), except as may be required by law.

Further details about the rights and responsibilities of joint account holders are contained in the leaflet "You and Your Joint Account". A copy of this is available on request from any of our offices.

## **14 Transfers**

Unless the special conditions for a particular account say otherwise, you may ask us to transfer your investment to another person. We do not have to agree to this and, if we do agree, it may be subject to conditions and/or payment of a charge.

## **15. Unclaimed balances**

15.1 If no payment into or withdrawal from your account is made for a period of ten years (where the amount in the account is less than £100) and we cannot trace you (after having made reasonable efforts to do so), then we may close the account. If we were to close your account, any money in it will remain yours, and if you contact us later (and provide satisfactory proof of your identity) we will repay the money from the closed account to you, together with interest at a rate that we reasonably consider to be appropriate.

15.2 Condition 15.1 is subject to any rules that may be made under any legislation.

15.3 Where there has been no activity (transactions) on your account for a period of 3 years, we will require you to provide proof of identification before you transact on or close your account.

## **16. Account documents**

16.1 We may issue you with a passbook, certificate or other similar document relating to your account. Only branch staff are authorised to make entries in the passbook. In all cases any document issued will belong to us and:

- you agree to return it to us for updating, or for any other purpose we reasonably require;
- you agree to keep it safe, and to tell us in person at one of our branches or by telephoning us on 01509 631960 as soon as you discover it has been lost or stolen; and
- you agree that the document must be produced to us before any withdrawal from the account is made.

16.2 We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge and/or other conditions. These conditions may include:

- providing us with reasonable evidence of the loss or theft;
- notifying, and co-operating with, the police;
- restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft; and/or
- signing any form of indemnity that we may reasonably require.

16.3 You should check your passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible, in person at any of our branches, or by telephoning us on 01509 631960 so that we can resolve the matter. If you do not notify us within 13 months after the date of the transaction, we will not be obliged to correct the error. Condition 16.4 will apply in relation to liability.

16.4 You must notify us immediately you become aware of any unauthorised transaction on your account or if your account documentation or information is lost, stolen or you believe it is liable to misuse by telephoning us on 01509 631960 or in person at any of our branches

You will be liable up to a maximum of £50 for any losses arising if your account documentation or security information is lost or stolen and someone other than you produces your account documentation or security information to us, pretends to be you or authorised by you, and is therefore able to withdraw money from the account.

You will be liable for the amount of all withdrawals if you have:

- acted fraudulently; or

- you have, intentionally or with gross negligence, failed to comply with the terms and conditions regarding use of your account documents;
- failed to take all reasonable steps to keep your account document or any personal account or security information safe; or
- failed to notify us as soon as possible of the loss, theft or unauthorised use of your account documents.

However, provided you have not acted fraudulently, you will not be liable for any withdrawals after you have told us of the loss, theft or unauthorised use of your account document.

## **17. Changing these Conditions**

17.1 We can change these Conditions and/or terms on which your account is held if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to respond to changes in the law or the decisions of a court or ombudsman;
- to meet relevant regulatory requirements;
- to make the terms clearer or fairer;
- to provide you with extra benefits or services;
- to reflect or respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- to take account of any changes in technology;
- if it is necessary to maintain our financial strength in the interests of all our customers; and
- to enable us to harmonise, in a reasonable manner, the conditions following any acquisition of savings accounts or any takeover of, or merger with, another provider of savings accounts.

If we do make changes to these conditions:

- we will give you individual notice of the change before, or as soon as reasonably practicable after, the change is to take effect;
- you can within 30 days of our notifying you of the change, switch your account or close it, without having to give us any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals), pay any extra charges or lose any interest due up to the date of switching or closure.

17.2 Any change we make under Condition 17.1 will be proportionate to the circumstances giving rise to the change.

17.3 A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days.

17.4 A change which is to your disadvantage will be effective only after 30 days personal written notice is given to you. For a period of 60 days from the date of notice you may switch or close your account without having to give any period of notice, pay any additional charges or lose any interest.

You will be bound by a change unless you notify us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account. In this case the account will be closed but you will not have to give any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals) or pay additional charges.

17.5 Notices under Condition 17.4 will be sent by individual letter or e-mail (if you have told us that you want to be contacted in this way). Notices under Condition 17.3 may be given in this way, or instead be given by general notice in our branches, principal office and website.

17.6 This Condition 17 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.

17.7 If we have made a major change or several minor changes in any one year, we will give you a copy of the new terms and conditions or a summary of the changes and tell you where you can find a full copy.

## **18. Notices**

18.1 You will be taken to have received any letter or e-mail or other personal notice 72 hours after we have sent it to you.

18.2 If we, unintentionally, fail to:

- send to you a communication intended for our savers generally or a category of savers of which you are one; or
- display a notice at any of our branches or on the website

this will not make the notice invalid.

18.3 If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the original notice.

## **19. Matters Beyond Our Control**

We will not be liable to you if we are unable to provide any service in connection with your account because of abnormal and unforeseeable circumstances such as a terrorist threat, power failures, computer system failures or industrial action or other causes beyond our control.

## **20. Set Off**

We may use the money in your account towards payment of any money that you owe us which is due for payment but has not been paid. We will provide at least fourteen days' notice prior to set off. No interest will be earned on money used in this way.

## **21. Companies, etc**

21.1 If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. The application form has further details. We will also require evidence of identity and address for these persons.

21.2 Accounts in respect of unincorporated organisations, such as English partnerships and clubs, cannot normally be held in the name of the organisation. Accounts must be held in the name(s) of individuals on behalf of the organisation. The application form has further details.

21.3 If you are a limited company or other type of corporation, or an unincorporated association, then you must provide us with such information regarding your business and/or your constitution as we may reasonably request from time to time.

## **22. Framework Contract for Payment Services – effective from 13 January 2018**

22.1 The Payment Service Provider is Loughborough Building Society. The Loughborough Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 157258.

22.2. The Head Office address of the Payment Service Provider is 6 High Street, Loughborough, Leicestershire, LE11 2QB. Contact telephone number 01509 610707. All payment services will be processed at the Head Office of Loughborough Building Society though your request can be made at any branch or agency.

22.3 The Framework Contract for Payment Services ('Framework Contract') governs the execution of individual and successive transactions.

22.4 If the specific terms of your account allow, you may make electronic transfer of funds into your savings account by Faster Payments Scheme or CHAPS. You can make electronic transfer of funds out of your savings account by CHAPS. Deposits and withdrawals by cash or cheque do not fall within the definition of a payment service and section 22 of these Terms and Conditions does not apply to them, nor does it apply to the setting of interest rates.

22.5 To carry out your request to make a CHAPS payment from your account, you will need to authorise the transaction(s) in writing and we will need certain things from you, including;

- your Passbook;
- identification and/or security details;
- confirmation of the name on the account to which the money is going to, the account number, the bank sort code, the sum to be transferred; and
- any other information we may reasonably require.



22.6 Where you instruct us to make an electronic payment out of your account, you must have sufficient cleared funds in your account to include any applicable charge. All payments will be carried out in sterling unless we agree otherwise.

22.7 CHAPS payments – instructions will be carried out on the specified working day providing the request is received by 2:00pm. Payments sent by CHAPS will be received in the destination bank account on the same day it is processed. Instructions received after 2:00pm will be carried out on the following working day. Saturdays, Sundays, Bank & Public Holidays are not classed as working days. CHAPS payments incur a charge (see Condition 8 for Account Charges).

22.8 You may withdraw your consent at any time or make changes up until the point we execute your authorised payment instructions by notifying us in writing, including your signature.

22.9 When you submit a CHAPS request at a branch/agency we will give you a copy of your instruction for your records including section 22 of the Terms & Conditions relating to the Framework Contract for Payment Services. Copies of the full Terms & Conditions for savings accounts are available from our website [www.theloughborough.co.uk](http://www.theloughborough.co.uk) and from our branches and agencies.

22.10 We will retain your passbook when you submit a CHAPS request. Your passbook will be updated and returned to you once the CHAPS payment has been made. The charge will be debited to your account and your passbook acts as a statement.

22.11 We may refuse to carry out a transaction from your account if;

- you do not have enough cleared funds available to make the payment;
- your transfer instructions were not clear, incomplete or you have not provided us with the correct details;
- we have reason to believe the transaction is unlawful, illegal, criminal or fraudulent:  
or
- there is a legal requirement or a court or any other authority that tells us to act in that way.

22.12 If you believe an unauthorised or incorrect electronic payment transaction covered by this Framework Contract has taken place then you must let us know by contacting one of our branches, or by calling us on 01509 631960. You must do this as soon as possible and, in any event, within 13 months of the money leaving your account otherwise you will not be able to claim any refund.

22.13 You must take reasonable precautions to protect your account documentation. You must notify us as soon as possible if you become aware of an unauthorised transaction on your account or if you suspect that any documentation or security features relating to your account have been lost, stolen or liable to misuse. Subject to conditions 22.14 and 22.15, you will be liable up to a maximum of £35 for any losses arising if your account documentation or security information is lost or stolen and someone other than you produces your account documentation or security information to us, pretends to be you or

authorised by you, and is therefore able to withdraw money from the account. In the case of a disputed payment the burden of proving fraud or negligence will lie with us.

22.14 If you have acted fraudulently you will be liable for all losses incurred as a result of the payment transaction.

22.15 If you have intentionally or with gross negligence failed to comply with your obligations in relation to the security of your account then you may be liable for losses up to the date you notify us.

22.16 If we make an error or cause a delay in processing your payment instruction and this has meant that you have incurred a charge (including interest charges) we will put your account balance to the level that it would have been at had the disputed payment (if any) not been made and we will refund you up to the amount of any charges and applicable interest accrued. However, we will not be responsible for any losses; for which we are not directly responsible, due to abnormal circumstances beyond our reasonable control or arising from us complying with our legal requirements.

22.17 We will not make any refunds if we can prove that the bank or building society receiving the money was at fault but will provide any reasonable assistance to you in seeking to recover any misdirected payments in these circumstances.

22.18 If you have a complaint about our services, you can raise it at a branch, by contacting us on 01509 631960, or via our website: [www.theloughborough.co.uk](http://www.theloughborough.co.uk) . We will resolve your complaint within 15 working days of you raising the matter.

If you're dissatisfied with our final response, then you may be entitled to refer your complaint to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent service for resolving complaints or disputes with financial firms.

Further information on the Financial Ombudsman Service can be obtained from their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively you can ask us for a copy of the Ombudsman's explanatory leaflet 'Your Complaint and the Ombudsman'.

You can contact the Financial Ombudsman Service at: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Phone: 0845 080 1800  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

22.19 This Framework Contract will apply so long as you retain a savings account with the Society. We will make amendments from time to time. We will provide 60 days' notice of any changes to the Framework Contract for payment Services, or increase in our charges associated with electronic payment services. If you do not accept the change you can transfer your savings to another account with us (subject to availability and account terms) or close your account without giving notice or paying any charge for doing so up until the time the change takes effect, if you do not close your account, you will be taken to have accepted the changes.

We will similarly provide you with 60 days' notice of termination of this Framework Contract. The 60 days' notice applies only to the Framework Contract and not the rest of your account

terms and conditions. You may terminate this Framework Contract by providing us with 30 days' notice.

22.20 You have the right at any time to receive a copy of the contractual terms and information set out in Section 22

22.21 If you provide us with incorrect payment details such as the wrong account number or sort code then we will not be liable if the transaction is not carried out or if it is incorrectly carried out. We will try to recover the money for you but we may charge you for any costs we reasonably incur trying to do so.

22.22 This framework contract will be concluded in English and is governed by English law.

### **23. Law**

These Conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.

### **24. Language**

All communications between you and us will be in English.

## **LOUGHBOROUGH BUILDING SOCIETY**

**Principal Office: 6 High Street, Loughborough, Leicestershire LE11 2QB**

**Telephone: 01509 610707**

**Website: [www.theloughborough.co.uk](http://www.theloughborough.co.uk)**

**The Loughborough Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number: 157258**