



# BEVERLEY

BUILDING SOCIETY

Building Better Futures

## GENERAL SAVINGS TERMS AND CONDITIONS

### 1. Introduction.

- 1.1. These General Terms and Conditions form part of the agreement between us and you. They set out clearly what we agree to do for you. They also explain clearly what you agree to do regarding the product(s) you select in your application form. They will also apply to any product or service which you apply for in the future and which is covered by these General Terms and Conditions.
- 1.2. These General Terms and Conditions apply to all of our savings accounts and the services we provide which allow you to access and manage those accounts.
- 1.3. Your agreement with us for the operation of your savings accounts is made up of:
  - these General Terms and Conditions, which apply to all of the personal saving accounts;
  - any other Special Conditions (such as interest rates, notice periods and charges) which apply to a particular savings account you have selected and
  - The application form signed by you.
- 1.6. We will always give you a written copy of any Special Conditions for any product or service we provide. If the Special Conditions are inconsistent with any of these General Terms and Conditions, then the Special Conditions will prevail.
- 1.7. You can ask for a copy of these General Terms and Conditions and any Special Conditions which apply to your products or services at any time. You can also view the Special Conditions applicable to your product or service by visiting our website.
- 1.8. From time to time we may collect personal information about you. For details of how we use this information and the rights you have in relation to your information please read Condition 17.
- 1.9. The services we provide under these General Terms and Conditions are for your personal use only. If we are concerned for customer security reasons that an account may be unsuitable for operation under a Power of Attorney or upon the

authority of an authorised person, we may reject an application for the account or require the account (if already open) to be closed.

## 2. Definitions.

In these General Terms and Conditions:

“**We**” “**Us**” and “**Our**” mean Beverley Building Society, 57 Market Place, Beverley, HU17 8AA,

“**You**” and “**Your**” mean the customer on whose name the account is held, who signed the application form, or if more than one person is the account holder, all of the account holders.

“**Account**” means any account(s) you hold with us.

“**BACS**” means Banker's Automated Clearing Services Payments which are instructions from you to us to make payments directly from your account with us, to another UK bank account.

“**Bank Mandate**” means the specific agreed terms between account owners and us.

“**Branch**” means 57 Market Place, Beverley, HU17 8AA

“**Business Day**” means a day other than a Saturday, Sunday or Bank Holiday in England.

“**CHAPS**” means a close of business day electronic bank to bank payment made within the UK in sterling.

“**Faster Payment**” means a close of business day plus one electronic bank payment made within the UK in sterling.

“**General Terms and Conditions**” mean these Conditions which apply to all of the saving accounts

“**Material**” means if you have £500 or more in your account and the interest rate falls by more than 0.25% at one time or by 0.5% or more over 12 months.

“**Month**” means a calendar month.

“**Payment Instructions**” means any instruction in relation to your Account including but not limited to withdrawing or make a payment from your account. The method by which we can take payment instructions vary depending on your account. Payment Instruction methods include:

- Written instructions signed by you;
- Through our online Banking system using your Security Details and Password

“**Payment Details**” means the details you need to give us to either pay money into your account or take money out of your account as set out in clauses 3, 4 and 5.

“**Personal Information**” means the information described in Condition 17.

“**Reference Rate**” is a rate which is not set by us and is publicly available so that you can find out what it is and check it independently. An example is the Bank of England Base Rate

“**Secure Area**” means that part of our operation which can only be accessed on the Beverley Building Society website by customers who have been through our security checks.

“**Standard Services**” means the day to day running of your account.

“**Special Conditions**” means the conditions which apply to a particular saving account or service you have selected (such as interest rates, notice periods and charges). This information is contained in separate leaflets or our website or which we tell you about before we provide a product or service to you;

### **3. Paying money into your accounts.**

- 3.1. Depending on your particular account(s) you can make payments by cash, cheque and electronic transfers from an external UK bank or building society account.
- 3.2. All payments must be in sterling.
- 3.3. When you pay cash into your account at a Branch, the payment will be treated as cleared immediately and shown in your passbook.
- 3.4. You cannot make payments into an account if this would result in the total credit balance on your account going over our customer limit. This limit may vary from time to time. The current limit is available on our website or in branch.

### **4. Paying in cheques.**

- 4.1. All cheques must be drawn on a UK bank or building society. We will not accept a cheque into your account unless you are named on the cheque as payee.
- 4.2. Subject to the Conditions in this clause we will process all cheques you send us when we have deemed to have received them as follows:
  - Cheques deposited after 2pm on a Business Day should be regarded as having been paid in on the following Business Day.
  - If a cheque you send us is more than six months old, we do not have to accept it. If the cheque is not accepted we will return this to you.
  - Cheques paid into your account normally take seven Business Days to clear. The funds deposited by cheque will only become available after the cheque has cleared.
- 4.3. Cheques can be returned unpaid if the bank or building society or other organisation who wrote the cheque decides not to honour it even if funds have been made available to you or you have drawn against these funds. We can reclaim the amount up to and including the end of the sixth Business Day after the cheque is paid in. In these circumstances, you will be notified as soon as reasonably possible. If you have been fraudulent, we can recover these funds at any time without your consent.
- 4.4. If any cheque you have paid into your account is returned to us unpaid or any electronic or other payment you have received is recalled, we will debit your account with the amount of that payment as at the date of the deposit.

### **5. Taking money out of your accounts**

- 5.1. We will allow withdrawals from your account if you have a clear balance to cover the withdrawal.

- 5.2. Depending on the particular account we can make payments and account transfers with a written instruction signed by you and sent by post, at the branch or as specified in the Special Conditions.
- 5.3. If you give us Instructions in any of the ways listed in clause 5.2 above, you are consenting to us making the transfer or payment from your account.
- 5.4. When you give us instructions to withdraw funds you will need to provide us with the following details:
  - for payments and electronic transfers:
  - the name of the payment recipient, their account number and if the payment is to be made to an external bank account, their bank sorting code.
  - your passbook.
- 5.5. Depending on the particular account, and subject to any relevant penalties and restrictions as set out in any special conditions, you can withdraw funds out of your account in the following ways:
  - make a direct transfer to another Beverley Building Society account or to a UK bank account;
  - cash withdrawals up to the counter limit per day on passbook accounts;
  - cheque withdrawal up to any amount (passbook accounts only).
- 5.6. Standing orders or direct debits out of your account are not permitted.
- 5.7. The time of receipt of your payment or transfer instruction will be subject to conditions 5.8 to 5.10.
- 5.8. If an instruction is received by us on a day which is not a Business day, it will be treated as if received on the next Business day.
- 5.9. If an electronic transfer instruction is received by us after 2.p.m, it will be treated as having been received on the following Business Day.
- 5.10. Where a payment instruction specifies that a transfer is to take place on a future day, we will treat the instruction as if it was received on the proposed payment date or the preceding Business day.
- 5.11. Where you ask us to transfer money to either another Beverley Building Society account or a UK external bank account by CHAPS the funds will be received into that account the same day we receive your payment instruction subject to a 2pm cut off and a charge. Details of our charges can be found on our website.
- 5.12. Where you ask us to transfer money to a UK external bank account by Faster Payment, the funds will be received in that account the day after the day we receive your payment instruction.
- 5.13. Instructions cannot be cancelled once we have processed them.

- 5.14. To cancel a future dated payment instruction, you must inform us of your intention to do so in person at the Branch or in writing. To cancel a future dated payment instruction, you must notify us of the name of recipient, amount and due date. As long as we receive notification of cancelling at least one Business Day before the payment is due to be made, we can cancel the future payment. Cheques made payable to third parties cannot be stopped once processed.
- 5.15. We can refuse to make any withdrawal or payment, if:
- you do not have enough cleared money in the account at the time of the withdrawal or payment;
  - we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
  - we are required to do so by any law, regulation or court order;
  - it may place us in breach of any legislation or law;
  - we reasonably suspect it relates to fraud or any other criminal act;
  - you are in breach of these Conditions:
  - there is a dispute (which we reasonably believe may be genuine) about the ownership of or entitlement to, the money in the account;
  - circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes).
- 5.16. If we refuse to allow a withdrawal or payment from your account, unless the law prevents us from doing so, we will tell you as soon as reasonably possible:
- that we have refused a withdrawal or payment from your account;
  - the reasons why we refused the withdrawal or payment; and
  - how to rectify our refusal.
- 5.17. If your account is restricted for the reasons described in Condition 5.15, we will as far as reasonably possible:
- act proportionately to the circumstances in question;
  - take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
  - if practical, give advance notice; and
  - consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.
- 5.18. Save for the circumstances set out in clause 5.19 below, if you ask us to make a payment to an account at another bank in the UK and that bank confirms that it did not receive the payment, we will refund the amount of the payment and return your account to the position it would have been in if the payment had not been made (including paying any interest you would have earned if the payment had not been made).
- 5.19. Condition 5.18 will not apply when:

- there was a mistake in any of the Instructions and/or account details you gave us. If this is the case, we will make reasonable efforts to recover the funds, and will charge you a reasonable fee to cover our costs in doing so; we will tell you the amount of the additional charge before we take the action; or
- we can show that the payment was received by the other person's bank.

5.20. We reserve the right to request further proof of identification for any withdrawal. Examples of accepted forms of identification can be found on the Verifying your Identity sheet which is available upon request.

5.21. If you wish to withdraw a larger sum of money from your account you must contact us one business day before the withdrawal.

## **6. Interest.**

6.1. We will pay interest on the money in your account at the rate or rates from time to time applicable to your account as set out in the special conditions and on our website.

6.2. Interest will be calculated daily on the amount which is in your account at the end of each day and will be paid either monthly, or annually according to your application and subject to the Special Conditions applicable to your particular account.

6.3. Interest will either be fixed or variable as specified in your Special Conditions.

6.4. Subject to any Special Conditions, annual interest will be credited/paid on 31<sup>st</sup> December on all savings accounts.

6.5. Where on your instruction your interest is paid into another Beverley Building Society account or if your interest is paid into an external account, and the interest payment date is a non-Business Day, interest will be paid on the next Business Day.

6.6. Money paid into your account by cash or credit transfer will start earning interest on the first Business Day we receive the funds.

6.7. Money paid into your account by cheque will start earning interest when we receive the cheque. In the event that a cheque is returned unpaid we will deduct any interest paid from receiving the cheque up to and including the date that the cheque is deemed unpaid.

6.8. Money withdrawn from your account will earn interest up to, but not including, the day of withdrawal.

6.9. If we take a payment out of your account under Condition 4.4 we will adjust the interest accordingly so that the payment will not earn interest.

6.10. Other than for a valid Individual Savings Account or Junior Individual Savings Account, interest will be paid net of income tax at the statutory rate, unless you

have registered as a non-taxpayer by properly completing and sending us the appropriate HM Revenue & Customs form (which we will send you on request). If you are a non-taxpayer but you have not registered with us, you may be able to reclaim the tax from HM Revenue & Customs. For valid Individual Savings Accounts interest is payable gross without deduction of income tax whilst current legislation permits this.

## **7. Charges.**

- 7.1. Subject to the provisions of Condition 7.2, we do not generally make a charge for operating any account Standard Services.
- 7.2. We may make a charge for any other services ("non-standard services") which you request. These charges are detailed in any Special Conditions or in the Details of Charges Leaflet, a copy of which can be found on our website, or we can send you a copy on request. If you ask to use non-standard services, we will tell you the amount of our charges before we act on your instructions and we will deduct any charge you incur from your account balance.
- 7.3. We reserve the right to introduce charges for Standard Services in the event we have a Valid Reason. For the purposes of these Terms and Conditions a valid reason means:
  - To respond proportionately to changes in general law or decisions of the Financial Ombudsman Service;
  - To meet regulatory requirements;
  - To reflect new industry guidance and codes of practice which raise standards of consumer protection;
  - To respond proportionately to changes in the Bank of England Base rate, other specified market rates or indices or tax rates;
  - To proportionately reflect other legitimate cost increases or reductions associated with providing the particular product or service.
- 7.4. If we introduce or increase charges for the reasons listed in clause 7.3 we will notify you 30 days before the change comes into effect.
- 7.5. We reserve the right to vary the amount we charge for non-standard services. This information will be made available on the website or in branch.
- 7.6. Other taxes or costs may exist that are not paid through us or imposed by us that you have to pay in connection with your account. If any tax or other charge is required to be paid to any authority in connection with your account, we may make the payment and debit it from your account.

## **8. Statements and summary information.**

- 8.1. Accounts operated with a passbook will not be issued with separate statements as the passbook will provide a full on-going record of all transactions.

- 8.2. A summary of the interest rates which have applied to your account throughout the year are available upon request.
- 8.3. If you ask us to provide a copy statement at any time, we may charge for this in accordance with clause 7.2.

## **9. Unauthorised or incorrect payments.**

- 9.1. You should check your passbook regularly. If you suspect or you become aware of any unauthorised or incorrect payment from your account, you must contact us immediately and in any case within 13 months so that we can resolve the matter.
- 9.2. We may refuse to act on your Instructions (including but not limited to those in respect of withdrawals, payments and transfers) if:
  - we doubt your identity;
  - we suspect that by carrying out the instruction we might break a law, regulation, code, or other duty that applies to us;
  - it is in relation to services not offered by your particular account;
  - you do not have enough cleared money in your account at the time of the withdrawal or payment;
  - you have reached or exceeded your maximum daily withdrawal limit under the special conditions relevant to your particular account.
- 9.3. You will be liable for all payments made from your account where you have acted fraudulently.

## **10. Loss or theft of passbook.**

- 10.1. You must take all reasonable steps to ensure that your account passbook is kept safe at all times.
- 10.2. You must notify us as soon as possible of any loss, theft or unauthorised use of your passbook by telephoning 01482 881510. You will not be liable for the use of your passbook(s) which have been lost or stolen after you have told us of their loss or theft unless you are acting fraudulently. Following such notification, we will transfer the amount in your account to a new account and then issue you with a new passbook.
- 10.3. Subject to Condition 10.4 and provided you tell us as soon as possible of the circumstances set out in Condition 10.2, you will be liable for an amount up to a maximum of £50 for unauthorised payments on your account arising from the use of a lost or stolen passbook prior to your notification to us.
- 10.4. You will be liable for:
  - all payments made from your account if you have acted fraudulently; and
  - all payments made from your account that take place until you tell us that your passbook has been lost, stolen or used without your authority if the payments

were made because you intentionally or with gross negligence failed to keep your passbook safe.

- 10.5. An administration fee may be payable for the issue of replacement passbooks. Please see our Details of Charges leaflet or refer to our website for the amount of these fees.

## **Section 2 – Terms and Conditions applicable to Joint Accounts.**

### **11. Joint Accounts.**

- 11.1. You can make an application to us to hold a joint account but we reserve the right to reject applications or to impose conditions in respect to joint account holders.
- 11.2. If you have an account that is operated in joint names:
- Each joint applicant, both individually and together, is bound by these General Terms and Conditions and is responsible for any money which may be due to us;
  - Unless you notified us under clause 11.3 that there is a dispute between the joint owners, we can, subject to your Bank Mandate act upon instructions in person or in writing given by any one of the joint applicants, without the others approval.
- 11.3. If any one of you notifies us of a dispute between the joint owners verbally, this must be followed up in writing. Following receipt of the written notification, we will freeze the account and:
- require that all future instructions are in writing and agreed by all joint account holders.
  - post all letters and other material which relate to the account to the joint account holder who is named first in the application form at a specified correspondence address. The other joint account holder will be bound by their contents.
  - We may send information to a joint holder via the internet or email and the other will be bound by the information sent.
- 11.4. Unless clause 11.3 applies or as stated otherwise in the Special Conditions, in the event of the death of any of you, the survivor(s) have the authority to instruct us to make payment of any account balance.
- 11.5. Unless clause 11.3 applies, if the relationship between the joint account holders ends and you wish to close the account, either or both parties can tell us to do so.
- 11.6. We may disclose any information we hold about the account(s) to any one of the joint account holders.
- 11.7. We can send letters and any other material to each party to a joint account at different addresses, upon your request.

## **Section 3 – General information relevant to all accounts.**

## **12. Changes to terms and conditions.**

- 12.1. We can make changes to these General Terms and Conditions and the Special Conditions for your accounts from time to time as set out in this Condition 14.

### **Changes to interest rates**

- 12.2. We will not change a fixed rate for the period that we have agreed to fix it.
- 12.3. We will change a tracker rate automatically in line with changes to the Reference Rate that it tracks.
- 12.4. We reserve the right to vary our interest rates to reasonably respond proportionately to changes in any of the following:
- any change in the Bank of England Base rate
  - any changes in rates offered by other major banks and/or financial institutions in the UK market
  - any change in the fees that we are obliged to pay to the Financial Services Compensation Scheme
  - any changes which affect the cost of funds to us including any changes to the money market rates
  - any changes to the law or codes of practice, a decision or recommendations made by or a requirement of a court, Ombudsman or other competent body
  - any changes to proportionately reflect other legitimate cost increases or reductions associated with providing the particular product or service
- 12.5. Changes in interest rates under Conditions 12.4 and 12.5 will be made proportionately to changes in our costs. We will not change our charges and our interest rate to cover the same cost twice.
- 12.6. We will tell you about all changes to our interest rates by putting a notice in our Branch and on our website. Personal notifications may also be sent.
- 12.7. All savings customers will be:
- given not less than 14 days prior notice by letter, email, statement, notice or other personal notice of any interest changes which are Material; and/or
  - notified of any other changes in our interest rates at the time of the change through notices in our branches and on our website.

### **Changes to other terms.**

- 12.8. We can make other changes to these General Terms and Conditions and the Special Conditions for your account, including increasing any charges and introducing new terms and charges by giving you 30 days' notice. At any time during the 60 days from the date of notification, you are free to close or switch your account without having to give any notice or suffer a financial penalty.

Examples of reasons why we would make such changes include but are not limited to:

- where we reasonably consider it will make these General Terms and Conditions or the Special Conditions easier to understand or fairer to you or the change would not be to your disadvantage; or
- make reasonable changes to the way we manage and service your accounts; or
- reflect any changes in the cost of providing our services to you (where the change made will reflect the change in the costs to us) (but we will not cover the same cost twice by changing our interest rate); or
- reflect a change in technology; or
- take account of a decision by a court, ombudsman, regulator or similar body; or
- compliance with changes to the law, codes of practice or the way in which we are regulated; or
- cover a development or change in the services that we provide under these General Terms and Conditions or the Special Conditions.

12.9. All changes under Condition 12.9 will be notified to you by letter, email, statement notice or other personal notice. When we tell you about a change, we will tell you the date it comes into effect. As long as notice of a change is given to you at the most recent address (including email address) we have for you, you will be treated as accepting the change; unless you tell us before the proposed change date that the change is unacceptable. You have the right to close your account immediately and without charge before the proposed change date if the change is unacceptable.

12.10. If we find that any terms of these General Terms and Conditions or any Special Condition is inconsistent with a regulatory requirement which is published or amended after these documents are printed, we will not rely on that term but will treat it as if it did reflect the relevant regulatory requirement. We will update these General Terms and Conditions and any Special Conditions to reflect the new regulatory requirement when they are next reprinted. Current up to date General Terms and Conditions and Special Conditions are available on our website.

### **13. Account closure and cancellation**

13.1. In certain circumstances we may close your account by giving you at least 30 days' notice in writing. If we give you such notice because we are discontinuing a product, we will offer you a suitable alternative account, and if you do not give us instructions to the contrary, we will transfer the funds to that account when we close your affected account.

13.2. We may close your account immediately (even if it is for a fixed term) if at any time we reasonably think that:

- you are not eligible for the account in question;
- you have given us any false information in connection with the account (for example, in your application form);
- your account is being used or has been used illegally (by you or by someone else);

- you have used threatening or abusive behaviour towards a member of staff;
  - by maintaining your account we might break a law, regulation, code or other duty which applies to us; or
  - you have been in serious or persistent breach of these General Terms and Conditions or the Special Conditions applying to your account.
- 13.3. You can close your account at any time by telling us to do so. If at the time of such closure your account is subject to a fixed interest rate, there may be penalties for early closure. These will be detailed in the Special Conditions applying to your account.
- 13.4. If you are not happy about your choice of savings account notify us within 14 working days of opening your account and we will close your account upon receipt of your request. If you contact us within 14 working days of opening your account, we will give you all your money back with any interest earned on it up until the date of cancellation without any penalties. If you want to cancel your account, then you should call us on 01482 881510. You can also write to Beverley Building Society, 57 Market Place, Beverley, HU17 8AA. Please ensure that you quote your account number on all documents and send us your passbook (if applicable). If you do not cancel your account, your account will remain open until the account is closed by either you or us as set out in Clause 16.
- 13.5. Any benefit or service provided to you as a customer will end as soon as you cease to be a customer unless the terms of the particular benefit or service state otherwise. If we close your account, your balance and any interest you have earned, will be returned to you via the channel of your choice, either by cheque, next day faster payment or by transfer to another Beverley Building Society Savings Account.

#### **14. Dormant, lost and gone away accounts**

- 14.1. If there have been no transactions on your account other than transactions initiated by us, and we have not heard from you for a period of at least three years, we will write to you at the latest address known to us. If you respond indicating you wish your account to remain open, we will continue to treat your account as open.
- 14.2. If you have not contacted us for three years (including responding to our enquiry) or if you have not used your account for three years, we will make your account dormant. This means that your account will continue to earn any due interest and the money in your account will remain your property. However, to prevent fraud we will not write to you about your account or send you any correspondence.
- 14.3. You can contact us at any time in relation to any funds in a dormant account you believe to be yours and we will reinstate your account (subject to confirming your identity and entitlement to the funds). Further information on dormant accounts can be provided to you on request.
- 14.4. If you are trying to trace a lost account, you will need to obtain a lost account scheme leaflet and claim form from [www.bba.org.uk](http://www.bba.org.uk) or write to BBA Lost Account Scheme, Pinnars Hall, 105-108 Old Broad Street, London EC2N 1EX. Alternatively,

searches can be made online via [www.mylostaccount.org.uk](http://www.mylostaccount.org.uk)

- 14.5. If we have tried to contact you by mail and it is returned to us, for your security we will change the status of your account to "Gone Away". This means that your account will continue to earn any due interest and the money in your account will always stay your property but a hold will be placed on your account for your security. A hold on your account means that you will not be able to withdraw any money from this account. To change the status of your account to "live" you will need to contact us and we will update your contact details and remove the hold so you may use your account as normal.
- 14.6. We can close your account and transfer the money to the reclaim fund under The Dormant Bank and Building Society Accounts Act 2008 if:
- we have not been able to find you after making reasonable attempts;
  - you have not taken any money out of your account or paid any money into it for the past 15 years.
- 14.7. If we close your account under Condition 16f) we will re-open the account if:
- you ask us to; or
  - we think it is reasonable to re-open it.
- 14.8. If we re-open your account, we will pay back any money which was in the account when we closed it. We will reclaim this money back on your behalf from the reclaim fund under The Dormant Bank and Building Society Accounts Act 2008.

## **15. Use and disclosure of personal information**

- 15.1. So that we can provide products and services designed specifically for you, we will collect and review all the information which you give to us. The information we obtain will include Electoral Register information. This is your information and we will process and use the information as set out in this Condition
- 15.2. This information helps us develop and maintain an up-to-date picture of you as an individual. Unless you have asked us not to, you agree that we can use this information to keep you informed about other products, services and special offers (including those supplied by third parties) which we or they think might interest you. Unless you have asked us not to, we may also pass information about you to selected third parties so that they may contact you with information about their products and services. You may be contacted with product information etc., using a range of methods, including post and electronic communications, such as the telephone, SMS and e-mail. Please tell us if you prefer not to receive information about other products or services from us, or if you do not want other third parties to be given your information for these purposes, by writing to us at The Beverley Building Society, 57 Market Place, Beverley, HU17 8AA.
- 15.3. If you operate your Account by internet, we also use cookies (small pieces of information which we send to your computer) and web logs (information about how you use our website) to improve the security of our service and obtain information.

For more details about cookies and web logs, see the privacy pages on <http://beverleybs.co.uk/information/privacy-policy>.

- 15.4. We will hold and process your information:
- for considering any application you may make to us;
  - to verify your identity;
  - in the management and operation of your accounts with us
  - for crime and fraud prevention, and debt recovery (including tracing you if we do not have up to date details);
  - for assessment and statistical analysis for our business; and
  - for the purposes set out in Condition 15.2
- 15.5. We may disclose your information (including former and subsequent names) to credit reference and fraud prevention agencies or registers. We may make searches of your details with credit reference agencies and fraud prevention agencies or registers when we consider your application and during your relationship with us. Credit reference searches will be recorded on your file with the agency even if your application does not proceed. If a number of searches have been made in a short period of time, this may adversely affect credit applications you make.
- 15.6. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies and other organisations involved in crime and fraud prevention. Law enforcement agencies may also access and use this information. The information that is given by us and others to fraud prevention and credit reference agencies will be recorded by them and shared with other organisations. Information given to credit reference agencies remains on file for 6 years after an account is closed or settled by you, or from the date a default is registered.
- 15.7. We and other organisations access and use information about you, and anyone linked to you, recorded with credit reference agencies to prevent fraud and money laundering, for credit assessment and account management, tracing and debt recovery, identity verification and statistical analysis and systems testing.
- 15.8. We will also disclose your information to any bank, financial institution or company to whom we may assign or transfer our rights and/or duties under these Terms and Conditions or if we are required or permitted to do so by law.
- 15.9. Under the Data Protection Act you are entitled to a copy of your personal data held by us on payment of a fee, currently £10. You should direct any questions, or requests about the use of your personal data to the Risk and Compliance Department, Beverley Building Society, 57 Market Place, Beverley, HU17 8AA.
- 15.10. You have the right of access to your personal records held by credit and fraud agencies. Please contact the Risk and Compliance Department at the address specified in Condition 15.9 or telephone us on 01482 881510 if you would like details of the agencies we use.

## **16. Notices and contacting you.**

- 16.1. Any notice must, unless specified otherwise, be in writing.
- 16.2. We may contact each other by post, telephone, fax, internet, and other electronic means and in other ways which we will tell you about from time to time using the latest contact details you have given us, or we have given you.
- 16.3. You must ensure that the contact details you provide are accurate. It is therefore important that you notify us of any name, address, email or mobile phone number changes. If you do not inform us of any changes you may not receive important account information.
- 16.4. If you want to prevent others from reading electronic (including email) messages we send you, you must set up your own password protection on your system at home or work. You understand that you may not be able to prevent email messages being monitored at a work email address. We will tell you if any of our contact details change. We also need you to tell us if your name, address, telephone, email or any other important personal details change. If you do not tell us promptly about any change to your contact details, the security of your information may be at risk and you may not receive important information from us, including notices about changes to these General Terms and Conditions. If you do not tell us about a change, we may charge you any expenses we incur in tracing you.
- 16.5. If you send us an email, you cannot assume that it has reached us until we respond.
- 16.6. If we contact or try to contact you by telephone, we may leave a message on an answering machine or with the person who answers, for you to call or contact us.
- 16.7. All account information covered by these General Terms and Conditions is accessible via the internet. Subject to these General Terms and Conditions and any Special Conditions which apply to your account, you are free to make payments and deposits and download application forms to open new accounts. In case of emergency you can contact us in writing, by telephone or other electronic means we tell you about.

## **17. Complaints.**

- 17.1. If you think that we have made an error on your account or that we have not delivered the standard of service that you expect, please let us know promptly so that we may investigate the circumstances as soon as possible.
- 17.2. If we are unable to resolve any complaint through our internal complaints procedure, you may take your complaint to the Financial Ombudsman Service. In order to contact the Financial Ombudsman or obtain details of the Financial Ombudsman Service, you should write to The Financial Ombudsman Service at:

- South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Telephone: 0800 023 4567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **18. Financial Services Compensation Scheme**

- 18.1. The UK Financial Services Compensation Scheme (the "Scheme") provides compensation in certain instances where Beverley Building Society is unable, or is likely to be unable, to satisfy protected claims against it. In such circumstances, the Scheme may provide compensation for claims relating to services provided by Beverley Building Society such as deposit-taking. However, the Scheme is governed by specific rules on compensation which determine your eligibility, the circumstances in which compensation will be available to you, and the limits on compensation payable to you. Any recovery under the Scheme is therefore subject to your specific circumstances, the nature of your claim and the specific rules of the Scheme.
- 18.2. Claims under the Scheme in relation to deposits are subject to maximum limits on compensation, as published from time to time on the Scheme website. It is not possible to claim an amount in excess of the published limit even where the financial loss suffered or the amount of initial deposit is higher.
- 18.3. For further information about the scheme (including the amounts covered and eligibility to claim) please ask at the Society, refer to the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk) or call the FSCS on 0800 678 1100.

## **19. Entire Agreement.**

- 19.1. These Conditions and any other Special Conditions make up the entire agreed terms between you and us regarding your account.
- 19.2. Each condition is separate from all other conditions so that if one condition is invalid, or unenforceable, it will not affect any other condition.
- 19.3. We may occasionally vary or waive certain Conditions in our Terms and Conditions. Such a variation or waiver is purely discretionary and we can still insist on the strict application of these terms at a later time.

## **20. Limitation of liability.**

- 20.1. If we act with gross negligence, we will be liable for any interest and charges you had to pay as a result of our failure, delay or error.

- 20.2. We will not be liable for any indirect loss or losses we could not have reasonably expected to occur
- 20.3. We will not be liable to you if we do not act on your instructions for any reason set out in these General Terms and Conditions; or if we cannot carry out our responsibilities to you because of a Force Majeure event, the consequences of which would have been unavoidable despite all efforts to the contrary by us or where it is your fault, for example failing to give us clear or prompt instructions.

## **21. Force Majeure**

- 21.1. We will not be liable for any loss, or damage in the occurrence of a Force Majeure event.
- 21.2. A Force Majeure event includes:
- A computer system failure that was not intentionally or with gross negligence caused by us.
  - An Internet connection failure that was not intentionally or with gross negligence caused by us.
  - Adverse weather prevents our maintenance operation and running of your account.
  - Acts of terrorism, including cyber-terrorism, prevent us from maintaining, operating and running your account.
  - A power failure prevents us from operating, maintaining and running your account.
  - Lawful or unlawful Strikes which impacts on our operating, maintaining and running of your accounts.
  - A fire or emergency situation impacts on our operating, maintaining and running of your accounts.
- 21.3. In the event of a Force Majeure the services provided by us will resume as soon as possible.

## **22. Jurisdiction.**

- 22.1. All terms and conditions, agreements, correspondence and liabilities between you and us will be governed exclusively by the laws of England and Wales.
- 22.2. Any documents served on us arising from our terms and conditions, agreements, correspondence and liabilities must be written in English.
- 22.3. The courts of England and Wales shall have exclusive jurisdiction to hear all matters arising out of these Terms and Conditions.