

SAVINGS TERMS & CONDITIONS



Beverley
Building Society
Founded 1866

...a part of the local community

Terms and conditions

1. Introduction

- 1.1 These General Terms and Conditions set out clearly what we agree to do for you. They also explain clearly what you agree to do for us 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 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 are made up of:
 - these General Terms and Conditions;
 - any other Special Conditions (such as interest rates, notice periods and charges) contained in separate leaflets or which we tell you about before we provide a product or service to you; and
 - the application form signed by you, or, where a paper application form is not required, the online application form submitted by you.
- 1.4 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, the Special Conditions will apply (subject to Condition 12.4).
- 1.5 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. If your account is an internet based account you can also view the Special Conditions applicable to your product or service by visiting our website.
- 1.6 So that we can provide products and services designed specially for you, we will collect and review all the information which you give to us. For details of how we use this information and the rights you have in relation to your information please read Condition 13.
- 1.7 As we develop and improve our products and services and introduce new ways of communicating with you, we will change these General Terms and Conditions and the Special Conditions which apply to your accounts under Condition 14.
- 1.8 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 under Condition 3.11, we may reject an application for the account or require the account (if already open) to be closed.
- 1.9 In these General Terms and Conditions "we", "us", and "our" mean Beverley Building Society, 57 Market Place, Beverley, HU17 8AA, telephone: 01482 881510, fax: 01482 872680, website: www.beverleybs.co.uk, email: website@beverleybs.co.uk and "you" and "your" mean the person who signed the application form, or if more than one person signed the application form, all of them. "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 EEA bank account. "Business Day" means a day other than a Saturday, Sunday or Bank Holiday in England (although for Business Internet users we provide internet services 7 days a week, we cannot usually act on any instruction you give us or make payments into or out of your accounts on Saturdays, Sundays or English Bank Holidays). "CHAPS" means an electronic bank to bank payment made within the EEA in sterling. "EEA" means the European Economic Area. "Month" means a calendar month. "Personal Information" means the information described in Condition 13.1. The "secure area" means that part of our operation which can only be accessed on the Beverley Building Society website by Business Internet Customers who have been through our security checks.

2. Contacting each other

- 2.1 We may contact each other by post, telephone, fax, internet, 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. 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 work. 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.

- 2.2 If you send us an email, you cannot assume that it has reached us until we return an email acknowledging receipt.
- 2.3 All account information covered by these General Terms and Conditions are 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 the case of emergency you can contact us in writing, by telephone or other electronic means we tell you about.
- 2.4 If we contact, or try to contact, you by telephone, we may leave a message for you to call or contact us on an answering machine or with the person who answers our call.

3. Security - Business Internet Customers

- 3.1 We may establish security procedures with you either by post, telephone, internet or other electronic means. You must never tell anyone your security details and password (except to gain access to the "secure area") or allow anyone else to use your security details or password to access the secure area. If you are in any doubt about the authenticity of a caller or their manner causes you suspicion, take their details and call us. You must always take all reasonable steps to keep your security details and passwords secret at all times and when accessing the secure area, make sure that your security details and passwords will not be kept in any form (by browser or any other software) in such a way that other

users of the same workstation can gain access to the secure area. Never write down or record your password or other security information. You must tell us as soon as possible if you forget your security details or passwords.

3.2 You must tell us as soon as possible by telephoning us on 01482 881510 during business hours (Monday - Friday 9.00am - 5.00pm and Saturday 9.00am - 12.00pm) or emailing us at website@beverleybs.co.uk if:

- you think that someone else knows your security details or password;
- you think that someone else (other than a joint account holder or authorised person) is trying to use your account;
- you think your security details or password have been kept in any form which may allow others access to the secure area in which case you should immediately arrange for the details to be deleted or the software disabled;
- you become aware of the loss, theft, misappropriation or unauthorised use of your security details and passwords.

3.3 Subject to Condition 3.4 and provided you tell us as soon as possible of the circumstances set out in Condition 3.2, you will be liable for an amount up to a maximum of £50 for any unauthorised payment transactions on your account arising from the use of the security details and passwords prior to your notification to us. We will not be responsible for any unauthorised access to confidential information about you on the secure area prior to your notification to us.

3.4 You will be liable for :

- all payments made from your account if you have acted fraudulently; and

- all payments on your account that take place until you tell us that your security details and passwords have been lost, stolen, misappropriated or used without your authority if the payments were made because you intentionally or with gross negligence, failed to keep your security details secret. After you have told us, you will not have any further liability for unauthorised payments unless you have acted fraudulently.

3.5 We can ask you to confirm any instructions by telephone, internet and other electronic means in writing if we feel this is appropriate.

3.6 We may refuse to act on your instructions (including those in respect of withdrawals, payments and transfers) if:

- we reasonably believe that your security details and/or password have been compromised;
- we reasonably suspect fraudulent or other unauthorised use of your security details and/or password;
- we reasonably believe 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; or
- you do not have enough cleared money in your account at the time of the withdrawal or payment.

We will tell you why we will not carry out the instruction and what you can do to correct any errors in the instructions unless provision of such information would compromise reasonable security measures or is otherwise unlawful. Where your instruction involves making a payment to another bank, we will contact you before the time the payment should have reached the other bank. You can also contact us

to find out why an instruction has been refused.

3.7 When you use our internet service you must ensure that your computer and modem comply with any requirements we tell you about from time to time. You must also follow any procedures and instructions contained in any user guide we give to you or contained on our internet website.

3.8 If we give you software to help you to use our internet service you must not change it or allow anyone else to use or copy it. You must carry out your own virus checks.

3.9 You will tell us as soon as you can if you find any failure, delay or error in our internet service, especially in the sending or receiving of instructions or any suspected fraud. Our records of your internet instructions will be conclusive unless there is a clear mistake.

3.10 Accessing our internet service from another country may be an offence in that country. You agree that use of our internet service outside the UK will be at your risk.

3.11 If you want a third party to collect information about your accounts from us so that it can be aggregated with information about other accounts you have, you may be asked to give your security details and passwords to that third party. Before doing so, you must check that that third party is approved by us. We will not treat the disclosure of your security details and passwords to such a third party whom we have approved as a breach by you of the provisions of this Condition 3.

4. Paying money into your accounts

4.1 Depending on the particular account you can make payments into your

account by cash, cheque, bank giro credit, and transfers from another account. All payments must be in sterling and cheques must be drawn on a UK bank or building society. We will not pay a cheque into your account unless you are named on the cheque as payee.

4.2 We may process all cheques you send us for payment into your account when we receive them.

4.3 When you pay money into your account it will be shown in your passbook or on your internet account as soon as we have processed the payment.

4.4 You cannot make payments into an account if this would result in the total credit balances on your accounts going over our customer limit. This limit may vary from time to time, the current limit is available on our website, www.beverleybs.co.uk or by telephone on 01482 881510.

4.5 If a cheque you send us for payment into your account is more than six months old, we do not have to accept it.

4.6 You cannot withdraw the money you have paid into your account until it has cleared. The central clearing cycle applies to cheques paid into most clearing bank accounts (where clearance normally takes three Business Days). As we are not a clearing bank, cheques paid into your Beverley Building Society account normally take seven Business Days to clear. For example a cheque paid in on Monday will normally be cleared on the second Tuesday after receipt. Where we receive a payment into your account by credit transfer it will be available to you for immediate use as soon as we receive it. See Condition 6.4 for information on when you will start to earn interest.

- 4.7 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.
- 5.4 Subject to Conditions 5.5 to 5.7 the time of receipt of your transfer instruction will be when we receive it.
- 5.5 If a transfer instruction is received by us on a non Business Day, it will be treated as if received on the next Business Day.

5. Taking money out of your accounts

- 5.1 Depending on the particular account we can make payments and account transfers on instructions you give us on documents you or an authorised person have signed in accordance with the mandate we hold for your account (but not copies or facsimiles) or for Business Internet Customers by internet as long as the relevant security information and passwords have been given to us. Where you ask us to transfer funds to another bank account you will need to tell us 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.
- 5.2 Depending on the particular account you can take money out of your account by asking us to:
- make a direct transfer to another Beverley Building Society account or to a UK bank account;
 - cash withdrawals up to £500 per day on passbook accounts.
 - cheque withdrawal up to any amount (passbook accounts only).
- We do not provide transfers out of your account by means of standing order or direct debit.
- 5.3 Instructions to pay money from your account cannot be cancelled once we have processed them. You can cancel a payment you ask us to make on a future date so long as you tell us by the end of the Business Day before the payment is due to be made. Cheques made payable to third parties cannot be stopped.
- 5.6 To enable us to process all transfer instructions we receive in a day we have to set a cut-off time of 2 pm for instructions to transfer funds to external bank accounts. Subject to Condition 5.7 any such instruction received after 2 pm on a Business Day will be treated as if received on the next Business Day.
- 5.7 Where the transfer instructions request us to make the transfer on a later day than we receive your instructions, the later day will be treated as the date of receipt of the instructions, unless that later date is a non Business Day, in which case the instructions will be treated as having been received on the next Business Day after that.
- 5.8 The maximum time after receipt of your transfer instruction by which sterling will be received by the recipient's bank in the EEA is 3 Business Days (see Condition 5.4 for the date on which we will have received your transfer instruction). From 1 January 2012 this transfer time will be 1 Business Day after receipt of your instructions.
- 5.9 Where you ask us to transfer money to:
- another Beverley Building Society account, or
 - an external bank account by CHAPS,
- the funds will be received by the recipient/recipient's bank the same day as we received your transfer instruction (see Condition 5.4 for the date on which we will have received your transfer instruction).

5.10 The recipient's bank has to pay the funds into the recipient's account on the same day as it receives the payment.

5.11 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.

5.12 We can restrict at any time the amount which can be withdrawn from your account. We will only do this if:

- 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;
- there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account; or
- 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). In this event:
 - 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, if practical, give advance notice; and
 - we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

5.13 If you ask us to make a payment to an account at another bank in the UK and that bank says 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), except in the following cases:

- there was a mistake in any of the details contained in the instruction you gave us. If this is the case, we will make reasonable efforts to recover the funds, and will charge you a reasonable amount to cover our costs in doing so. We will tell you the amount of the additional charge before we take the action.
- we can show that the payment was received by the other person's bank. In this case, that bank is required by law to make the payment immediately to that person.

5.14 If you wish to withdraw large amounts from your account we may require further proof of identification so that we are sure that you and only you can withdraw the money in your account.

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.

6.2 Interest will be calculated daily on the amount which is in your account at the end of each day.

6.3 Annual interest will be credited/paid on 31st December on all savings accounts (with the exception of Individual Savings Accounts where interest is credited/paid on 5th April each year). Monthly interest will be paid on the last day in each month where your interest is paid into another Beverley Building Society account. If your interest is paid into an external account, if the interest payment date is a non-Business Day, interest will be paid on the next

Business Day. You can tell us how you want interest to be paid.

6.4 Money paid into your account by cash or credit transfer will start earning interest on the first Business Day we receive the funds. Money paid into your account by cheque will start earning interest on the second Business Day after we receive the cheque. Money withdrawn from your account will earn interest to (but not including) the day of withdrawal.

6.5 If we take a payment out of your account under Condition 4.7 we will adjust the interest accordingly so that the payment will not earn interest.

6.6 Other than for a valid 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. We reserve the right to pay interest net of tax, even if you have registered as a non-taxpayer. 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 accounts ("standard services"). For Business Internet Customers we may make a charge for operating the account other than through the internet or electronic payment systems or as set out in any Special Conditions. We may make a charge for any other services ("non-standard services") which we may

make available to you from time to time on a discretionary basis or as set out in any Special Conditions. If you ask to use non-standard services, we will tell you the amount of our charges before we act on your instructions.

7.2 We will charge you for sending a CHAPS payment from your account, for any cheque which is paid into your account and is subsequently returned to us unpaid, and for a cheque which is paid into your account and which you ask us to specially present to the payer's bank. Please see our Details of Charges Leaflet for the amount of these charges. We will deduct any charge you incur from your account balance.

7.3 We may introduce charges for standard services and vary the amount of our charges for these and for non-standard services at any time, on not less than two months' prior notice for any of the reasons mentioned in Condition 14.

7.4 We may take money out of your account to meet any charges that are due to us, but we will give you at least 14 days' prior notice before doing so for charges relating to standard services.

7.5 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.

8. Statements and summary information

8.1 Accounts operated with a passbook will not be issued with separate statements as the transactions in the passbook will provide a full on-going record of all transactions. For Business Internet Customers, we will make information about all amounts added to and taken from your Business Internet account (including details of any interest

added or charges deducted) available to you within your online statements, which are available to you by logging onto www.beverleybs.co.uk. You must check your statement carefully. If you think there is something wrong you must tell us as soon as possible so that we can correct any mistakes. We may put messages on your statements to tell you about changes to these General Terms and Conditions and the Special Conditions which apply to your account.

- 8.2 If you ask us to provide copy statements at anytime, we may charge for this in accordance with the policy on Details of Charges which is available on our website at www.beverleybs.co.uk.
- 8.3 Every year we will send you a summary of the accounts we operate for you and the interest rates which have applied throughout the year on them.

9. Our liability to you

- 9.1 You must inform us as soon as you become aware of any unauthorised payment on your account.
- 9.2 We will investigate the payment and provided in the case of an electronic transfer of funds you have notified us of the unauthorised payment within 13 months after its execution, we will:
- refund the amount of any authorised payment to you; and
 - where applicable, 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).
- 9.3 You will be liable for all payments made from your account where you have acted fraudulently.

9.4 If we do not carry out your instructions or do so late or incorrectly we will be liable for the amount of any interest you did not receive, or any interest and charges you had to pay, as a result of our failure, delay or error. We will not be liable for any indirect losses or losses we could not have reasonably expected to occur.

9.5 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 abnormal and unforeseen circumstances beyond our control, 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.

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 passbooks 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 any 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 for the amount of these fees.

11. Joint accounts

11.1 You can make an application to us jointly but we reserve the right to reject applications or to impose conditions in respect of joint holders. Where applications are made jointly:

- we can act upon instructions in person or in writing given by any one of the joint applicants until any one of you tells us otherwise (in which case we will act only upon the written instructions of all the joint account holders). You should be aware that this means that one party to a joint account can withdraw the entire balance of the account. For certain accounts you will have the option of instructing us to act upon the written instructions of all the joint applicants;
- 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;
- we will post all letters and other material which relate to the account to the joint account holder who is named first in the application form. The other joint

account holder will be bound by their contents. We may send information to a joint holder via the internet and the other will be bound by the information sent.

11.2 If one account holder on a joint account dies, the survivor may withdraw any account balance unless stated otherwise in the Special Conditions.

11.3 If we are told by one party that the parties to a joint account are in dispute, we will freeze the account. This means we will then only be able to act upon the written instructions of both joint account holders.

11.4 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.

11.5 We can send letters and any other material to each party to a joint account at different addresses, each time you request this.

12. Account closure and cancellation

12.1 Unless there are exceptional circumstances we can close your account at any time by giving you at least two months notice in writing or, if relevant, at the end of any fixed interest period. 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.

12.2 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);
- 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;

12.3 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.

12.4 If you are not happy about your choice of savings account (except for a fixed rate account or a guaranteed equity bond), let us know within 14 days of opening your account and we will close your account upon receipt of your request. We will give you all your money back with any interest earned on it up till the date of cancellation. 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 above.

12.5 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

BACS to a nominated account (this is the only method available in the case of internet accounts), by cheque or by transfer to another Beverley Building Society Savings Account.

13. Use and disclosure of personal information

13.1 So that we can provide products and services designed specially 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 13.

13.2 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 address specified at Condition 13.10.

13.3 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 our website.

- 13.4 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 including making credit assessments and decisions;
 - 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 13.2.

- 13.5 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 other credit applications you make.

- 13.6 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.

- 13.7 Subject to the provisions of Condition 13.8, we do not use credit reference agencies in connection with applications for, or the

management of, savings products. Account information given to credit reference agencies remains on file for 6 years after the account is closed and settled by you, or from the date a default is registered. 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. A "financial association" between joint applicants and/or any individual identified as your financial partner will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until you or they tell the credit reference agency that you are no longer financially linked and the agency accepts this.

- 13.8 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.

- 13.9 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 General Terms and Conditions or if we are required or permitted to do so by law.

- 13.10 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 Compliance Officer, Beverley Building Society, 57 Market Place, Beverley, HU17 8AA.

13.11 You have the right of access to your personal records held by credit and fraud agencies. Please contact the Compliance Officer at the address specified in Condition 13.10 or telephone us on 01482 881510 if you would like details of the agencies we use.

14. Changes to terms and conditions

14.1 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

14.2 We will not change a fixed rate for the period that we have agreed to fix it.

14.3 We will change a tracker rate automatically in line with changes to the reference rate that it tracks. A "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, examples are the Bank of England Base Rate and a rate which is based on a basket of rates offered by other banks or lenders. Changes will be made either immediately after the reference rate has changed, or within a set number of days, or on a particular day in the month, for example the first Business Day of the following month and we will tell you this and identify the reference rate and tell you where it can be found in the Special Conditions for your account. Whenever the rate changes, we will make the new rate available on our website, www.beverleybs.co.uk, within three days of the change.

14.4 If you have an interest rate that is not a fixed rate or a tracker rate, we may change that rate as a result of any actual or anticipated changes to:

- any recommendation, ruling, requirement or decision of any court, ombudsman, regulator or similar body (a "regulatory requirement");
- the base rate set by the Bank of England, where this has an impact on the cost to us of operating your account; or
- the costs we reasonably incur in providing your account (including funding costs if relevant).

14.5 We may also change an interest rate other than a fixed rate or a tracker rate for a valid reason that is not set out in Condition 14.4.

14.6 Changes in interest rates under Conditions 14.4 and 14.5 will be made proportionately to changes in our costs. We will not change an interest rate and our charges to cover the same cost twice.

14.7 We will tell you about all changes to our interest rates by putting a notice in our branches, on our website and in the Yorkshire Post and Driffield Times newspapers. Personal notifications will be sent to Postal Account holders.

14.8 Business Internet Customer will be given two months notice of any changes in our interest rates by email.

14.9 All savings customers (other than Business Internet Customers and those subject to a tracker rate) will be given

- 14 days prior notice by letter, email, statement notice or other personal notice of any interest changes which are in our opinion material; and
- notified of any other changes in our interest rates at the time of the change through notices in our branches, on our website and in the Yorkshire Post and Driffield Times newspapers, and for Postal Account holders through personal notification.

Changes to other terms

14.10 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 two months notice. Examples of reasons why we would make such changes are set out below, these examples are not exhaustive:

- 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;
- to make reasonable changes to the way we manage and service your accounts:
 - to 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);
 - to reflect a change in technology;
 - to take account of a decision by a court, ombudsman, regulator or similar body;
 - because of changes to the law, codes of practice or the way in which we are regulated;
 - to cover a development or change in the services that we provide under these General Terms and Conditions or the Special Conditions.

14.11 All changes under Condition 14.10 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.

14.12 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 those 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, www.beverleybs.co.uk.

15. General information

15.1 These Terms and Conditions are governed by the laws of England and Wales and these laws will also apply to the establishment of our relationship with you prior to you opening your account. The courts of England and Wales shall have exclusive jurisdiction to hear all matters arising out of these Terms and Conditions We will always communicate with you in English. Our main business is lending money and receiving deposits.

16. Complaints

16.1 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.

16.2 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: 0845 080 1800

email:
complaint.info@financial-ombudsman.org.uk
website:
www.financial-ombudsman.org.uk

17. Financial Services Compensation Scheme

- 17.1 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.
- 17.2 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. The current

compensation limit for deposits as at August 2009 is set at 100% of the first £50,000 per customer per authorised firm. Up-to-date information on the limits applicable under the Scheme are available at: www.fscs.org.uk.

- 17.3 More detailed information on the Scheme is also available from the Scheme website: www.fscs.org.uk or you can contact the Scheme at 7th Floor, Lloyds Chambers, Portoken Street, London E1 8BN telephone: 020 7892 7300

email: enquiries@fscs.org.uk

18. Dormant, lost and gone away accounts

- 18.1 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 or more, 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.
- 18.2 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 always stay your property. However to prevent fraud we will not write to you about your account or send you any correspondence.
- 18.3 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.

- 18.4 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 or write to BBA Lost Account Scheme, Pinners Hall, 105-108 Old Broad Street, London EC2N 1EX. Alternatively, searches can be made online via www.mylostaccount.org.uk
- 18.5 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.
- 18.6 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.
- 18.7 If we close your account under Condition 18.6 we will re-open the account if:
- you ask us to; or
 - we think it is reasonable to re-open it.
- 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.
- Effective from 1 November 2009.

BEVERLEY BUILDING SOCIETY
57 Market Place, Beverley HU17 8AA.

Tel: 01482 881510
Fax: 01482 872680

www.beverleybs.co.uk
website@beverleybs.co.uk

Member of the Building Societies Association.
Authorised and regulated by the Financial Services Authority. Reg No. 206064
The Society reserves the right to vary, improve or withdraw any of the benefits services contained within this leaflet.

BTC - 10/09



When you have finished with this leaflet please recycle it.

