

# Savings Conditions

September 2023

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**These conditions give you information about your savings account. We may also give you product terms that have details of your specific account.**

If you have an eSavings account with us, these conditions don't apply. If you have an eSavings account, please ask us for the conditions for that account.

Read these conditions so that you understand how your savings account works. Keep them somewhere safe so you can look at them again in future.

If you have any questions, please get in touch.

This agreement is also available in other formats, including large print format. Please get in touch if you need this agreement in another format.

## Getting in touch

### How you can contact us

Unless your product terms say differently, you can contact us in many ways:

#### Visit us

Visit us at one of our branches.

Our website has details of where to find your nearest branch.

#### Telephone

0800 834 312.

Your calls may be monitored or recorded to maintain a quality service.

#### Website

[www.furnessbs.co.uk](http://www.furnessbs.co.uk)

#### Email

[furness.direct@furness-bs.co.uk](mailto:furness.direct@furness-bs.co.uk)

#### Post

Emlyn Hughes House, Abbey Road, Barrow-in-Furness, Cumbria, LA14 5PQ.

**Please give us your account number when you contact us.**

## How we'll contact you

We'll contact you using any of the contact details you've given us. Please get in touch if you don't want us to contact you in a particular way.

Please let us know as soon as possible if you have changed your name, address, phone number or email address. You must tell us in writing.

We may request evidence of your new name or address. If you have a passbook account, we'll also ask for your passbook. This is so we can update the details in it. You agree to give us specimen signatures if we ask for them.

## Your agreement with us

### Our agreement for your savings account is made up of:

#### These conditions

These conditions are in two parts:	
<b>Part 1 Your account</b>	These are the main conditions that apply when you use your account.
<b>Part 2 Your relationship</b>	These are the conditions that apply to our relationship. For example, it tells you things like how we can make changes to the agreement.

#### And

The product terms
The product terms include the summary box and explain how your savings product works and the interest rate.

#### And

The rules of Furness Building Society
Everybody who has an account with us is bound by the rules. Which rules you have to follow depend on if you are a member or not. See "Membership" below for details.

If the product terms say something different to these conditions, the product terms will apply. If the rules say something different to these conditions or the product terms, these conditions or the product terms will apply.

Please contact us for a copy of our agreement at any time. Go to "Getting in touch".

Our right to change the terms applies to any of this information.

### What your savings account is for

Your savings account is to help you save your money. It isn't intended to be used like a current account for managing your day-to-day finances. This is an open-ended agreement which means it continues until you or we close your account.

### Key terms you need to know

- 'we', 'us', 'our' means Furness Building Society. It includes anyone who takes over any of our legal rights or duties in your account. If we have transferred any of our rights in your account to someone else, 'we', 'us', 'our' also means the person we have transferred them to
- 'you' and 'your' means the person or people named in the application form. If there is more than one of you, it means all of you
- 'normal business hours' means 9am to 5pm on a working day

- 'working day' means a day other than a Saturday, Sunday or public holiday in England and Wales
- 'head office' means Emllyn Hughes House, Abbey Road, Barrow-in-Furness, Cumbria, LA14 5PQ.

To open a savings account with us, you need to be a permanent UK resident. This means you need to live in England, Wales, Scotland or Northern Ireland.

### Membership

Furness Building Society is a mutual. This means we are owned by our members. You'll become a member if you open certain savings accounts with us. The product terms will tell you if you become a member. If you have a shared/joint account, all of the account holders will be members. Only the person named first in our records can use membership rights. These includes voting rights at meetings. You can choose the order your names appear in our records.

Members are bound by the rules of Furness Building Society. If you open an account that isn't a share account, you won't become a member. But, you'll still be bound by some of the rules. This includes rules 4(4) to 4(7), 5, 6(1) to 6(3), 8(4) and 8(5), 12(5) and 45. Please contact us for a copy of the rules.

You agree that if we sell our business or are taken over, any benefits you get as a result of this will go to the Charities Aid Foundation. (This doesn't apply if you have been a member continuously since before 1st October 1999.) You can find further details in our charitable assignment leaflet. Please contact us for a copy.

We don't provide overdrafts. But, if your account becomes overdrawn, you'll stop being a member as regards to that account. Once your account is in credit, you'll become a member again from that date.

### Our fees and charges

Most of the services we provide to you are free of charge, but there are some exceptions. For example, you'll usually need to pay us a fee if you're making a withdrawal using CHAPS. Our fees and charges are set out in our service charges leaflet. Part 2 of these conditions tells you when we can make changes to the fees and charges that apply to your account. The service charges leaflet forms part of our agreement.

If a charge isn't set out in the service charges leaflet, we'll tell you what it is before we provide the product or service. Or you can contact us at any time for details.

Please contact us for a copy of the service charges leaflet. Or, you can find it on our website [www.furnessbs.co.uk](http://www.furnessbs.co.uk). Go to "Getting in touch".

If you owe us any fees or charges, we'll take these from your account. We'll tell you before doing so, except for any charges for unpaid cheques. These are taken automatically.

## Part 1: Your account

### What to expect when you open your account

#### Passbooks

For passbook accounts, we'll give you a passbook when you open your account. If you have a joint account, we'll give the person named first a passbook. Passbooks belong to us.

#### You agree to:

- keep the passbook updated regularly and at a minimum at least once a year
- return the passbook to us if we ask. For example, we may ask you to return it for updating
- keep it safe, and tell us if it is lost or stolen. Go to 'Lost and stolen passbook or unauthorised use of your account'.

#### If your passbook is lost or stolen, we may replace it.

##### We may ask you to:

- give us evidence of the loss or theft, tell and co-operate with the police, or
- if the passbook is lost or stolen, we may also restrict withdrawals from your account.

#### Account number

When you open your account, we'll give you your account number.

You'll need to give us your account number when you contact us or to pay money in or take out money.

#### Who can use your account?

##### Joint accounts

You have a joint account if you opened your account with another person. Every person who is named on your account is an "account holder". There can be up to 4 account holders.

If you have a joint account, the agreement applies to all of you together and each of you separately. This means you are each responsible individually and as a pair or group.

Unless you tell us otherwise, we'll send all correspondence to the account holder named first in the account application form. Think carefully about this when you submit the application form. The account holder we contact is responsible for sharing the information we send with the other account holders. If you have a joint account, we'll normally only act on the instructions of all of you.

If all account holders agree, we can act on instructions from any individual account holder or a combination of account holders. This means that if one of you (or the relevant combination of you) tells us to do something, such as close your account or withdraw the balance, we won't ask all the other account holders' permission before we do this.

#### There are some exceptions to this:

- If we learn there is a disagreement between you and another account holder(s), we can freeze your account. This means we can stop it from being used. We'll unfreeze your account once the disagreement is resolved, or when we receive signed instructions in writing from all account holders.
- If we don't think your actions are in the interests of the other account holder(s), we can refuse to accept your instructions. We'll only do this if we're acting reasonably. Please note that we don't have an obligation to do this.
- Any account holder can later tell us that we should act on the instructions of all account holders. Go to "Getting in touch".
- If one of you wants to be removed from your account, contact us. Go to "Getting in touch". We'll need written confirmation from all account holders. If the first named account holder is removed from your account, it will continue in the name of the remaining account holders, you will need to tell us who the first named account holder should be. If your account has an overdrawn amount we will not be able to remove any holders until the overdrawn amount has been repaid.
- If one of you dies, contact us. Go to "Getting in touch". We'll keep your account open in the name of the surviving account holder(s). We may ask for proof of death before allowing any transactions.
- In your will, you can't leave money in a joint account to somebody else. This is because the money is treated as belonging to all of the account holders.
- By opening a joint account, you agree that we can share information about your account including the transaction history with the other account holders. This is the case even if that information relates to a time when the account holders were different.

#### Third parties

We may need to let a third party use your account for legal reasons, for example if you are no longer able to manage your account or you're bankrupt.

If so, we may not be able to ask your permission before letting that third party use your account. We'll always ensure we've received valid documents confirming the third party is legally authorised to use your account.

We won't accept instructions from a third party unless we are required to by law. We aren't responsible for refusing to accept instructions from a third party. Our agreement doesn't allow any third parties to have the benefit of our agreement.

#### Personal representatives

These are the people who will administer your estate if you die. What happens to the money in your account depends on how much there is.

#### More than £15,000 in your account

We'll ask your personal representatives for a "grant of representation". Once we receive this, we'll release the money.

#### £15,000 or less in your account

The rules depends on who the personal representatives are, contact us for further guidance. Go to "Getting in touch".

## Receiving money into your account

This section explains how money can be paid into your account. Your product terms explain if there are any restrictions on paying money into your account including minimum and maximum amounts you can pay in and hold in your account.

There is a maximum amount you can hold across all the accounts you have with us. Please contact us for details. Go to "Getting in touch".

### How to pay money in?

You can pay money into your account in several ways – we explain how below. You can only pay money into your account in pounds sterling (£).

#### Cash

You can pay in cash at any one of our branches during our normal business hours. You'll need your passbook. We can refuse to accept cash in some circumstances. For example, we may refuse if you are paying in a large number of coins.

#### Cheque

##### You can pay in by cheque:

- at one of our branches during normal business hours, or
- by sending us the cheque. Go to "Getting in touch".

We only accept cheques that have been issued by a UK bank or building society.

Cheques must state your name and your account number. Cheques should be crossed "account payee only".

#### Electronic payment

An electronic payment is one that is made electronically into your account. This may be made by Faster Payment, CHAPS, internal transfer or BACS.

You can make an electronic payment from an account in your name or, in the case of joint accounts, an account in both or either of your names. You'll need our account number and sort code, plus your own account number. You can't pay money in by Direct Debit.

#### Internal transfers

You can make an internal transfer from another account you have with us in your name or, in the case of joint accounts, an account in both or either of your names.

#### Timing of your payments into your account

As we are not a clearing bank it can take some time to allocate funds to your account. We will always try and apply these funds as quickly as possible. The table below provides indicative timelines:

Type of payment	When you'll see the money in your account and when you'll start earning interest	When you'll be able to use the money
Cash received in normal business hours	Immediately	Immediately
Cheques received in normal business hours on a working day	The same working day	The 6th working day after we receive the cheque
Cheques received after normal business hours on a working day, or on a non-working day	The next working day	The 7th working day after we receive the cheque
Internal transfers received in normal business hours	Immediately	Immediately
Internal transfers received outside of normal business hours	When we next open for business on a working day	When we next open for business on a working day
Electronic payments received in normal business hours	The funds will show in your account the following working day, backdated to the date received. Interest will be earned from the date received.	The following working day
Electronic payments received outside of normal business hours	The funds will show in your account the following full day which is a working day, backdated to the date received. Interest will be earned from the date received.	The following full day which is a working day.

## Unpaid cheques

We do not allow you to withdraw funds until they have cleared. We may later find out that the cheque has been returned to us unpaid. If this happens, your cheque will bounce. If a cheque bounces, we'll take from your account the amount of the cheque and any interest earned on that amount. You may have to pay an unpaid cheque fee as well which we'll also take from your account. Go to "Our fees and charges".

If you withdraw money paid into your account by cheque after the 6th working day after we receive it, you can be certain the money is yours and can't be reclaimed without you agreeing unless:

- the cheque is not in pounds sterling (£)
- the paying bank is outside the UK and doesn't have a UK sort code
- you are aware there is fraud regarding the cheque.

When we received the cheque	When we can take back the money automatically
Cheques received in normal business hours on a working day	If you made the withdrawal before 5pm on the 6th working day after we received the cheque
Cheques received after normal business hours on a working day, or on a non-working day	If you made the withdrawal before 5pm on the 7th working day after we received the cheque

## Payments out of your account

This section explains how you can take money from your account. Your product terms explain if there are any restrictions on doing this.

When you take out money it must be in cash, cheque or paid to an account held in your name. In the case of joint accounts, it can be paid to an account in any of your names. If you want to pay money into an account not in your name, please contact us. Go to "Getting in touch".

### How to take out money

You can take out money from your account in several ways – we explain how below. You can only pay out of your account in pounds sterling (£) and only if you have enough in your account. You can't set up Direct Debits or standing orders on your account.

If you make a withdrawal in a branch you will need to sign a withdrawal form. Withdrawal requests can be made by post, we will need the passbook and detailed instructions signed by the account holder. We may need to ask you to for upto date identification.

There are daily account withdrawal limits. You can find these on our website or by asking us in branch. Go to "Getting in touch".

## Cash

At one of our branches during normal branch opening hours, subject to limits that will be displayed in branch and online. Go to "Getting in Touch".

## Cheque

We won't give you a cheque book with your account, but you can ask to make a withdrawal by cheque by post or by asking in branch. If you do, we'll give you a banker's cheque.

Any money you withdraw by cheque will stop earning interest from the date it is withdrawn. We won't send cheques to third parties by post.

## Electronic payment

You can request a Faster Payment or CHAPS from your account. You can do this by writing to us, over the telephone or in person at a branch during normal branch opening hours. You may need to pay a fee for a CHAPS withdrawal. Please see our charges leaflet for details.

For us to process the payment, you'll need to give us the account number and sort code of the account you want to pay.

As this is not a current account, you can only make an electronic payment to an account in your own name. This includes the payment of bills. If you want to make an electronic payment to an account in someone else's name, please contact us. Go to "Getting in touch". We'll only allow this in exceptional circumstances. We'll give you more details when you contact us.

We send payments using sort code and account number information. It is important that you check this information is correct. If it's wrong, we aren't responsible for refunding the money to you, but we'll make reasonable efforts to recover your money and return it to you. For more information, go to "What to do if something goes wrong".

If we can't make the withdrawal by Faster Payment, we'll contact you. You'll be able to choose to:

- make the withdrawal by CHAPS, or
- cancel the withdrawal.

CHAPS payments are usually used for large payments. You can ask us to make your payment using CHAPS for any amount if you want to. You'll have to pay us a fee for making a CHAPS payment. Go to "Our fees and charges".

## Internal transfers

You can make an internal transfer to another account you have with us in your name or, in the case of joint accounts, the name of any of you. You can do this by writing to us, over the telephone or in person at one of our branches during normal branch opening hours.

## Payments out of your account (Continued.)

### Timing of payments out of your account

If you give us your instructions by telephone, email, or in branch:

	When we receive your instructions	When your payment will be received
Faster Payments where you give us instructions by telephone or in branch	Before 3pm on a working day	By the end of the next working day.
	On or after 3pm on a working day, or on a non-working day	By the end of the next working day.
Faster Payments where you give us instructions by post	Before 3pm on a working day	By the end of the next working day.
	On or after 3pm on a working day, or on a non-working day	By the end of the next working day.
CHAPS where you give us instructions by telephone or in branch	Before 3pm on a working day	By the end of that working day.
	On or after 3pm on a working day, or on a non-working day	By the end of the next working day.
CHAPS where you give us instructions by post	Before 3pm on a working day	By the end of the next working day.
	On or after 3pm on a working day, or on a non-working day	By the end of the next working day.

If you ask us to make an electronic payment or internal transfer by post, it may be several days before we receive it. The timings in the table above will only start when we have opened the post that has your instructions in it.

### How to cancel a payment out of your account

#### Types of payments we can't cancel:

We can't cancel Faster Payments or CHAPS that you've asked us to make.

#### If you've asked us to issue a cheque, we'll only stop payment if we have clear evidence:

- of fraud, or
- that the cheque has been lost, stolen or destroyed.

If the cheque has been lost, stolen or destroyed, we'll issue a replacement on the next working day. If you ask us to stop a cheque, we may charge you for this service. Go to "Our fees and charges".

### Interest

We'll tell you the interest rate or rates we pay on your account in your product terms. Your product terms will also tell you when and how interest is paid. You can also contact us directly for this information. Go to "Getting in touch".

If your account has a variable interest rate, we can change it.

#### In general, we:

- calculate interest from the day we receive a payment
- calculate interest up to and including the day before a withdrawal and
- let you choose between having the interest:
  - paid to your account
  - paid into another account you hold with us, or
  - paid into a current account in your name.

### When we can refuse a payment

We'll always try our best to make a payment when you ask us to, but sometimes we may not be able to.

As long as we're acting reasonably, we can refuse to make (or delay) a withdrawal for any of the following reasons:

- you have a passbook account and you don't produce the passbook when we ask you
- you haven't given us a signed withdrawal form
- the terms of your account don't allow you to withdraw money
- we don't believe the instruction comes from you or from a third party with permission to act for you
- you haven't given us any identity information (ID) or information we have asked you for about the payment
- we need to carry out regulatory checks (such as anti-money laundering and financial crime)
- we don't understand your instructions, or they are obviously wrong
- you don't have enough in your account to make the payment and pay any charges
- you've asked us to make a type of payment that the receiving organisation doesn't accept
- the withdrawal would take you over or under any limits, including limits we set to protect you and us against fraud or manage our risk
- we believe your account is being used for illegal, unlawful or fraudulent purposes
- making your payment would mean we could break a law, regulation, code, court order or contract that we need to comply with



- making your payment might expose us to legal action or censure by any government, ombudsman, regulator or law enforcement agency
- there's a dispute between joint account holders
- there's a dispute about who owns the money you are asking to withdraw.
- you have asked us to make a payment to an account not in your name
- you are bankrupt or likely to become bankrupt or subject to a similar process
- we plan on using our right of set-off. Go to **"Our Right to Set-Off"**
- you've broken this agreement in a serious way, or
- where we are acting reasonably, any other valid reason applies.

We won't be responsible for any losses you suffer if we've acted reasonably and there are delays or we have refused your payment, for any of the reasons above.

## What happens when we refuse a payment?

If we refuse a payment, where we can we'll tell you what has gone wrong and why we refused the payment. On occasion we might not be able to tell you, for example where we suspect fraud. We'll tell you by telephone or in writing.

We'll tell you as quickly as we can. In any event and where possible, we'll tell you before you should have received the payment. If we can't tell you before we refuse the payment, we'll tell you straightaway after. Go to **"Timing of your withdrawals"**.

If we can't make the payment because there's an error with your instructions or we need more information, we'll tell you what you can do to put things right. We won't do this if there are legal reasons why we can't.

## Refusing payments in exceptional circumstances

We can also refuse a payment due to abnormal and unforeseeable circumstances beyond our control.

### If we refuse withdrawals for this reason, we'll:

- a. tell you by putting notices on our website and in our branches
- b. act proportionately to the circumstances
- c. try to lift restrictions as soon as we can
- d. consider the interest of our members as a whole
- e. try to give you notice in advance
- f. consider making an exception to the restrictions if you give us a good reason.

If we introduce anything like this, you can contact us to discuss it. Go to **"Getting in touch"**.

If we can't make an electronic payment, we may contact you. We'll phone you using the most recent number we have for you. If we can't get through, we'll contact you using any of the contact details we have for you.

## Keeping you informed about your account

If you give us any instructions in branch, we'll update your passbook. If you give us any instructions by post or by telephone, you must come into branch, or post us your passbook, to have the passbook updated. You must have your passbook updated as soon as possible and at least annually. You can do this by visiting us in branch or sending your passbook to us.

Face to face requests are issued with a confirmation letter at the point of request. Only phone and post would be sent a confirmation letter.

You can also contact us for details of any payments on your account. Go to **"Getting in touch"**.

We'll provide copies on request. We may charge you for this. If we do, we'll tell you when you make the request.

Please check payment notifications carefully. If an entry seems wrong, contact us as soon as possible. Go to **"Getting in touch"**.

If you ask to make a payment, you can ask us to provide information about it. This includes:

- the maximum action time we need
- the charges payable for the withdrawal, and
- if applicable, a breakdown of the charges.

## Keeping your account safe

We work hard to make sure your account and money are kept safe. To do this, we need your help. Keeping your account and money safe is your responsibility too. If you don't keep your account safe in the way we ask you to, you could lose your money.

### How you can keep your account safe

There are ways you can keep your account safe. You should make sure you:

- let us know if you don't receive any information you were expecting from us
- check your account, notifications and passbook regularly. If you don't recognise any transactions, contact us. Go to **"Getting in touch"**
- destroy information about your account properly - for example, by shredding physical documents
- don't give your account details or security information to anyone
- don't give out your personal information when you could be overheard.
- ensure you ask us to update your passbook regularly, and as a minimum annually.
- keep your passbook in a safe place and do not give to others.

## Keeping your account safe (Cont.)

### How we'll contact you

If we think your account is being used without your permission or there is a security threat, we'll contact you. We'll phone you using the most recent number we have for you. If we can't get through, we'll contact you using any of the other contact details we have for you.

When we contact you, we'll never ask you to give us access to your security information or to move your money to a so-called "safe account".

Please treat all calls, texts and emails claiming to be from us with caution. If you're unsure whether it's really us who is contacting you, please contact us. Go to "Getting in touch".

### Checking your passbook and notifications

Check your passbook and payment notifications regularly to make sure you recognise all the activity on your account. If you don't recognise a payment or you think it is wrong, you need to get in touch with us straightaway. We'll look into this for you. Go to "Getting in touch".

### Lost and stolen passbook or unauthorised use of your account

#### You should tell us straightaway if you think that:

- your passbook has been lost or stolen, or
- someone has used your account or passbook without your permission. Go to "Getting in touch".

#### We won't allow any withdrawals for 7 days from the date you told us you were changing your address if:

- you tell us your passbook has been lost or stolen, and
- around the same time you tell us you have changed address.

After 7 days, we'll send you a new passbook. We'll also give you a new account number. We won't give you a new account number for an Individual Savings Account/ISA.

What has gone wrong?	Why this may have happened	What to do
A payment has been made without your permission	<b>For example:</b> <ul style="list-style-type: none"> <li>• someone made a payment without your permission</li> <li>• we've made a payment in error or</li> <li>• we didn't stop a payment you cancelled</li> </ul>	<b>Go to:</b> "A payment was made without your permission" <b>opposite</b>
A payment is incorrect	<b>For example a payment into or out of your account is:</b> <ul style="list-style-type: none"> <li>• more or less than it should be</li> <li>• late or isn't received at all on</li> <li>• Based on wrong information you have given us</li> </ul>	<b>Go to:</b> "A payment is incorrect" <b>opposite</b>
You've received money by mistake	You've received money that wasn't meant for you	<b>Go to:</b> "Getting in touch" <b>opposite</b>

## What to do if something goes wrong with a payment

The table below sets out some examples of things that can go wrong.

### A payment was made without your permission

If you think a payment has been made without permission, you need to tell us straightaway. Go to "Getting in touch".

We'll usually refund the full amount of the payment, plus any charges and interest you would have received if the payment hadn't been made. If we give you a refund, you won't have any further claim against us. If you are entitled to a refund, we'll pay it to you the next working day after you tell us of the unauthorised payment. If we pay a refund and then discover you aren't entitled to it, we'll reverse the refund. We'll give you reasonable notice before doing this.

There are some exceptions. This will depend on whether or not you have acted negligently. You're acting fraudulently if you haven't told us the truth - for example, if you knew that you had agreed to someone else taking money from your account, but you told us you didn't. We'll tell the police or other law enforcement agency in writing if this is the case.

### We'll give you a full refund if:

- you couldn't have known about the loss or theft of your passbook or the personal details you use to verify your identity
- the payment was made after you told us about the loss or theft of your passbook or the personal details you use to verify your identity
- we haven't told you how to contact us about this issue
- the payment was made because of something we did or failed to do
- we didn't carry out the security checks we should have
- the withdrawal relates to certain contracts made at a distance, such as online or by telephone.

We'll give you a partial refund if your passbook or security details were lost or stolen and any unauthorised payments were made before you told us. In this case, we may ask you to pay us £35 towards that loss. We won't ask you to pay us anything for any payments taken from your account after you told us.

### You won't get a refund at all if:

- you acted fraudulently
- you take longer than 13 months to tell us that a payment was taken without your permission
- you were very careless with your passbook or security information.

If we think you aren't owed a refund, we'll tell you why unless there are legal reasons why we can't.

If we think we don't need to refund you, we'll explain why.

We may choose to investigate the unauthorised payment. If we do, you need to co-operate with us. You'll also need to co-operate with the police (or any other authority) if we involve them. When you notify us, we'll tell you if we choose to investigate on:

- the same working day, if you tell us in normal business hours or
- the next working day, if you tell us outside normal business hours.

We'll tell you once we've finished our investigation.

## **A payment is incorrect**

If you think a payment is incorrect, you need to tell us straightaway. You may be entitled to a refund. Go to "Getting in touch".

If you don't tell us within 13 months of the payment being made, we won't have to refund you.

When you have let us know, we'll try to fix things if there is a problem with your payment. What we do depends on why the mistake was made and who made it.

### **If we made a mistake and the payment is for the wrong amount**

We'll do our best to put things right. This means that if the payment was for more than it should have been, we'll refund the difference. If we paid too little, we'll correct the error as soon as possible.

We'll also pay any interest you should have received and repay charges you shouldn't have paid.

### **If we made a mistake and the payment wasn't received**

We'll try to trace it.

We'll give you a full refund. You'll receive this at the latest by the end of the next working day.

Your refund will be for the full amount of the payment. It will include interest you should have received and charges you shouldn't have paid.

### **If the payment is late**

A payment is late if it takes longer than the time we say it will take.

If we made a mistake in a payment you are sending, you can ask us to contact your other account provider. We can ask their account provider to treat the payment as if it was made on time.

If we made a mistake in a payment to your account, we'll make sure we pay the right amount to your account. We'll also refund you any interest you should have received and charges you shouldn't have paid.

### **If you make a mistake**

If you give us the wrong information when you ask us to make a payment, we aren't responsible but we'll still try to help you get your money back. We may charge you for doing this, but we'll always tell you the maximum amount you'll pay first.

When you tell us to make a payment, we rely on the account information you give to us. If you're making a payment to another account in the UK, this is the account number and sort code. We may ask for other information, such as the full name as it appears on the account of who you're paying, but we don't rely on this to make your payment.

If we can't recover your money for any reason, you can write to ask us for all the information we have on the payment so that you can try to recover it yourself. Go to "Getting in touch".

## **When we aren't responsible**

We aren't responsible for all payments that go wrong. If there's a problem with your payment for the reasons we explain below, we won't be responsible.

### **We won't be responsible for a payment going wrong or losses you suffer if:**

- we can show that the receiving account provider received the right amount and on time. If that's the case, the other account provider will be responsible for fixing things.
- we can show that you, or someone with permission to use your account, agreed to the payment and it wasn't affected by a technical error or breakdown that we caused.
- we refused your payment for any of the reasons in the "When we can refuse a payment" section. Go to "When we can refuse a payment".
- something went wrong because of abnormal and unforeseeable circumstances that were outside our control, and despite our best efforts to avoid it.
- there's a problem with your payment because we needed to follow a UK law or regulation.

## **Money you receive by mistake**

It's possible a bank or building society will tell us they've made a payment into your account by mistake. If they tell us, we'll contact you to ask permission to return the money to them. If we cannot contact you we'll let you know we've done this after we've returned the money. If we can't return the money, we have to give them all information they need to recover the money. If they cannot recover the money, they'll give this information to the person whose money it is. They'll only do this if that person asks for the information, which will allow that person to claim the money from you. The information will include your name and contact address.

## Part 2: Our relationship

### How we can make changes to our agreement

From time to time, we may need to make changes to the agreement. We explain below the changes we can make and when we'll tell you about them.

#### Changes we can make

We can make changes to:

- our charges - this includes introducing new charges
- the interest rate(s)
- the interest rate tiers
- the terms of our agreement.

We can make these changes for any of the reasons below. When we make any changes, we'll act reasonably and the change will be proportionate to the reason for making it.

Reason for change	Explanation of change
Our costs change	We have costs in managing our savings business. These include costs in providing and administering our savings accounts. We can make changes to respond to changes in these costs.
The law changes	We can make changes to respond to changes in the law, regulations or codes or practice that we comply with. This includes making changes if we reasonably expect there to be a change.
To respond to decisions by a court, regulator or ombudsman	We can make changes to respond to decisions from a court, regulator or ombudsman.
To improve our service	We can make changes to enable us to introduce new or improved services or systems for our savings accounts. This includes withdrawing a service or product.
We change technology or systems	We can make changes if the technology or systems we use to administer your account changes.
To make the agreement clearer	To make the agreement clearer and easier to understand.
To correct mistakes	To correct any mistakes if it's reasonable to do so.
To harmonise terms and conditions, interest rates and charges	If we take over or merge with another savings provider or acquire a portfolio of savings accounts, we can make changes to harmonise terms and conditions, interest rates and charges.

### Changes to interest rates and charges

In addition to the reasons above, we can make changes to interest rates or charges for the following reasons:

Reason for change	Explanation of change
Changes in our funding costs	To enable us to manage the costs to us of raising the money we lend our mortgage borrowers.  We use the money invested by savers, together with money we raise from other financial institutions, the financial markets or other investors to lend to our mortgage borrowers.  We need to balance the interest rates we pay our savers and our other funding costs with the interest rates we charge our mortgage borrowers.
Changes in externally set interest rates	To enable us to respond to changes in the Bank of England base rate, or other external rates that affect our funding costs.
Changes in reference rates	If the interest rate on your savings account tracks (or follows) an externally set rate such as Bank of England base rate, the interest rate will change in line with changes in the reference rate. Your account terms will tell you if you have a tracker account.
Changes in interest rates generally	To enable us to respond to changes in interest rates generally. This includes the interest rates paid by other providers.
To make our fees and charges work more fairly	To make our fees and charges work more fairly.
To maintain our financial strength	If it is necessary to maintain our financial strength, in the interest of the business as a whole.

### When we'll tell you about any changes and what can you do

We'll tell you when we make changes. How we tell you depends on the change we're making.

For some changes, you'll be able to close or switch your account. If you do this, we won't put you in a worse position. This means you won't:

- pay any additional charges or
- lose any interest you are entitled to.

For other changes, this isn't available. You'll only be able to close or switch your account as you'd otherwise be able to under this agreement.

Please refer to the table overleaf for information on when and how you'll be told about changes and whether you'll be able to close or switch your account within a set time period.

To close or switch your account, please contact us. Go to "Getting in touch". If you are happy with the change, you don't need to do anything. We'll take this to mean you are happy to proceed with the change.

Type of change	When we'll tell you	How long you have to close or switch your account
We reduce an interest rate, increase a charge or introduce a charge (except a charge for electronic payments – see below)	If your account has £100 or more: 14 days' notice in writing	30 days from the date of the notice
	If your account has less than £100: we don't need to give you notice. We'll update the information on our website and in branch	As you otherwise can under the agreement and your account terms
We increase an interest rate, decrease a charge or remove a charge	We don't need to give you notice. We'll update the information on our website and in branch	As you otherwise can under the agreement and your account terms
We change or introduce any charges for electronic payments	At least two months' notice in writing	Until the change comes into effect
You have a tracker account and We change your interest rate to reflect a change in the reference rate	We don't need to give you notice. We'll update the information on our website and in branch  The change will take effect within five working days of the reference rate changing	As you otherwise can under the agreement and your account terms
We make any changes to the agreement relating to deposits or withdrawals	Usually two months' notice in writing, but please check your account terms	Until the change comes into effect
We make any other changes to the agreement and the change is for your benefit	We don't need to give you notice. We'll update the information on our website and in branch	As you otherwise can under the agreement and your account terms
We make any other change to the agreement and the change doesn't benefit you	Usually 30 days' notice in writing, but please check your account terms	60 days from the date of the notice

If you have a fixed term account, we won't change the interest rates during the fixed term. If you have a tracker account, we'll only change the interest rate when there's a change in the reference rate it's tracking. Your account terms will tell you if you have one of these types of accounts.

When we say "any changes to the agreement relating to deposits or withdrawals", this includes changes to the following sections:

- Getting in touch
- Receiving money into your account
- Payments out of your account
- Keeping you informed about your account
- Keeping your account safe
- What to do if something goes wrong
- How we can make changes to the agreement
- Closing your account
- Making a complaint
- Other legal information.

## Permanently closing local branches

If we plan to close or move your branch, we'll tell you at least 12 weeks before. But, we may not be able to tell you in exceptional circumstances. We'll tell you how we'll continue to provide services to you.

## Closing your account

### When can you close your account?

You can close your account at any time without giving a reason. However, this may not be possible for some types of account. Your product terms will tell you if this is the case for your account.

### When can we close your account?

We can close your account at any time without giving any reason. We'll usually give you at least 2 months' written notice before we do this. But, if you have a fixed term account, we may have to give you more notice. This is because we won't close your account before the end of the fixed term. If we do, we'll compensate you for any loss of benefit.

We'll never close your account as a response to a valid complaint you have made.

## Closing your account (Continued).

### Sometimes we can close your account straightaway.

We'll always act reasonably if we do this. We can close it for the following reasons:

- you have been threatening or abusive to our staff
- you've given us false or misleading information
- you weren't entitled to open the account
- you move outside the UK
- you die or become bankrupt
- you have seriously failed to meet your obligations and responsibilities under this agreement
- this agreement is void or unenforceable
- we're required to by law or regulations
- we're required to by the instructions of a regulator or ombudsman.

### We can also end this agreement and close your account immediately if we have reason to believe that

- you have acted dishonestly, for example you have committed fraud
- you are using your account for illegal or for criminal activity
- you have let your account be used by someone else for illegal or criminal activity.

If we need to close your account immediately, we'll try to tell you as soon as possible and explain why (unless there are legal reasons why we can't).

We can close your account if it has less than the minimum balance we require. We'll give you 30 days' written notice before we do this. Your product terms will tell you if your account has a minimum balance.

### What happens when your account is closed?

We'll tell you in writing as soon as we can that your account is being closed. We won't do this if it would compromise reasonable security measures or be unlawful.

We'll return any money in the account to you, which may be by cheque. We'll pay interest at the rate that applies to your account up to the day your account is closed.

Our agreement with you will end at the same time. This isn't the case if you have another account with us.

You'll have to return any passbook to us.

### Unclaimed balances

We can close your account if you haven't used it for a long time. We'll only do this if:

- we've written to your last known address and our letter has been returned
- we've made reasonable enquiries and can't trace you, and
- for 5 years, no money has been deposited or withdrawn (3 years if you have less than £100 in your account).

If you have a fixed term account, we'll only close your account at the end of the fixed term.

You can ask us to re-open your account at a later date. Go to "Getting in touch".

We'll ask you for proof of identity. If we're happy with your proof of identity, we'll re-open your account. We'll credit your account with:

- the balance that was in the account when we closed it, and
- any interest we would have paid on that amount since then, less
- any fees or charges we would have deducted if the account had stayed open.

### Suspending your account

We can suspend your account straightaway for any of the reasons we gave in "When can we close your account", above. If we need to suspend your account, we'll try to tell you as soon as possible and give you the reasons why. We won't tell you if there are legal reasons why we can't.

After we have suspended your account, you can contact us if you want to use your account again. Go to "Getting in touch". We may ask for your personal information before we can let you use your account again. In some circumstances, we may not be able to let you use your account again straightaway.

## Making a complaint

### How to make a complaint

At Furness Building Society, we always try to provide a first-class service. Occasionally, things can go wrong, however. If they do, we'll do our best to put them right.

If you have a complaint, please contact us. Go to "Getting in touch".

You can also find more information in our complaints handling procedure. Please contact us for a copy. Go to "Getting in touch".

### What happens next?

We'll record your complaint and work hard to resolve it as quickly as possible. Some complaints may take longer than others to resolve. We'll send you a final decision once we have resolved your complaint. This will explain our investigation and how we came to our decision.

If you aren't happy with the outcome, you may be able to take your complaint to the Financial Ombudsman Service. In our final decision, we'll include a leaflet (or a link to the leaflet) that explains the procedure. The Financial Ombudsman Service is a free service to resolve complaints. It has the power to put things right if it thinks you've been treated unfairly.

You can contact the Financial Ombudsman Service using their contact details that can be found on their website or the leaflet we send to you alongside our final response.

### Website

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

You may also be able to complain to the Financial Conduct Authority

## How your money is protected

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to eligible customers if a bank or building society can't pay out on claims against it. For example, if it gets into financial difficulty. Most of our customers are covered by the scheme. This includes most individuals and small businesses.

Please contact us for further information about the FSCS, including:

- your eligibility to claim
- the amount you may be able to claim, and
- any limits.

Go to "Getting in touch".

Or, please contact the FSCS directly using the details below.

### Telephone

0800 678 1100 – for calls from the UK.  
+44 (0)20 7741 4100 – for calls from abroad.

### Website

[www.fscs.org.uk](http://www.fscs.org.uk)

### Post

Financial Services Compensation Scheme, PO Box 300,  
Mitcheldean, GL17 1DY.

## Our right of set-off

If you don't pay back money you owe us when it's due, we can repay it using money in any of your accounts with us. This is called a "right of set-off".

We won't use our right of set-off on any money we think:

- you need for essential living expenses or important debts
- you are holding on behalf of someone else
- you've received from the government, local authority or NHS for a specific purpose, or
- you are legally required to keep and use in a particular way.

We'll tell you at least 14 days before using our right of set-off. During this period, we may stop you withdrawing from your account. Once we've used our right of set-off, we'll tell you straightaway.

Our right of set-off also applies to joint accounts and joint debts. We can use money you hold in a sole account to pay debts to us that you owe jointly with other people. We can use money in an account you hold jointly to pay debts you owe jointly with that person.

## Other legal information

### How do we use your personal information?

We'll access, process and retain your personal information for the purposes of providing your account and the services you have requested from us.

For more information, please see the Privacy Notice on our website.

### What if we choose not to use our rights?

Sometimes, we may choose not to use our rights under our agreement – for example, by choosing not to close your account if you seriously breach the agreement. If we do this, it doesn't mean we won't or can't do this in future.

### What if part of the agreement is found to be unenforceable?

If we are taken to court, the court may find part of our agreement to be illegal, invalid or unenforceable. If it does, our agreement will continue and the other terms will be valid.

### When are we not responsible?

If there's a problem with your account or the services we provide to you, we'll try to fix it if we can.

But there are some things we won't be responsible for, even if they do go wrong. For example, we won't be responsible if:

- we can't carry out any of our responsibilities under this agreement for legal or regulatory reasons
- something happens that is outside our control and we couldn't have avoided it, despite our best efforts
- you have acted dishonestly (for example you have committed fraud), or
- you're claiming any indirect or consequential losses you suffer, like loss of profit, opportunity, business or loss or damage of goodwill.

Nothing in this agreement will stop us from being responsible to you if we have acted fraudulently or with gross negligence, or if the law stops us executing our responsibilities to you for any other reason.

### Which country's courts and laws apply?

Our agreement with you is governed by the laws of the country you live in. These laws will also apply to our relationship before you opened your account.

You can bring a claim against us in the courts of the country you live in.

### What language will we use?

We'll always contact you in English and our agreement with you is in English.



# **Furness<sup>®</sup>**

## **Building Society**

**For more information or details of our interest rates  
talk to us on 0800 834 312 or visit [furnessbs.co.uk](http://furnessbs.co.uk)**

Furness Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Furness Building Society is on the Financial Services Register under registration number 159624. The Society is covered by the Financial Ombudsman Service and has a complaints handling procedure. A copy of the complaints handling procedure is available on request. Complaints we cannot settle may be referred to the Financial Ombudsman Service. Your call may be monitored or recorded to maintain a quality service.

**Registered Office.** Emlyn Hughes House, Abbey Rd, Barrow-in-Furness, LA14 5PQ.  
T. 0800 834 312 E. [furness.direct@furness-bs.co.uk](mailto:furness.direct@furness-bs.co.uk) [www.furnessbs.co.uk](http://www.furnessbs.co.uk)

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