



**YORKSHIRE
BUILDING SOCIETY**

GENERAL TERMS AND CONDITIONS

Savings accounts

Contents

Section 1

Introduction and Summary of Key General Terms

Page

3-4

Section 2

1	About your account definitions	5
2	Society membership	5
3	Charitable assignment scheme	5
4	Joint accounts	5-6
5	Interest	6
6	Charges	6
7	When we can make changes to interest rates charges and terms	6
8	Additional reasons for changes to interest rates	6-7
9	Additional reasons for changes to charges	7
10	Additional reasons for changes to terms	7
11	Telling you about changes	7-8
12	Payments on your account	8
13	Electronic payments	8-9
14	Payments out	9-10
15	Payments in	11
16	Cheques	12
17	Cancelling a payment	12-13
18	Restrictions on transactions	13-14
19	Restricting the use of your LINK card	14
20	Responsibility for incorrect or failed payments	14
21	Unauthorised transactions	14-15
22	Additional requirements for keeping your security details safe where you have an internet enabled account	16
23	Additional requirements for keeping your card and card details safe where you have a LINK card	16-17
24	Set off	17
25-26	Your responsibilities	17
27-32	Communicating with you	17-18
33	Statements	18
34	Right to close the account	18
35	Use of the internet banking service	18-19
36	Unclaimed balances	19
37	Tax	19
38	Charitable donation	19
39	Governing law	19
40	Excluded terms for specific accounts	19

Section 3

Additional terms for tax-free savers

20-21

Section 4

Charitable assignment

22

Complaints handling and compensation arrangements

23

SECTION 1

Introduction and Summary of Key General Terms

The general terms in Section 2 apply to all Yorkshire Building Society savings accounts unless specific product terms state otherwise. Each product has specific terms which apply to it. These are known as product terms. The product terms will be provided to you, before you open an account, in a product factsheet. Tax-free savings are also subject to further additional terms. These are in Section 3 of this booklet.

A summary of the key general terms is on page 4. This section, the general terms in Section 2, the relevant product terms and additional terms for tax free savers in Section 3 (for Cash ISA products), form the agreement between you and us. It is important that you read all of the terms of the account of your choice before you decide whether to open it.

If there is any inconsistency in the terms, they will apply in the following priority: product terms first, then the tax-free saving terms (if applicable) and finally the general terms.

You will also be provided with our 'Charges and Fees Information' leaflet before you open an account.

Summary of Key General Terms

Joint Accounts	<p>Unless your product terms say otherwise, when you open an account you will be a member of Yorkshire Building Society. If an account is held in more than one person's name, although all account holders will be members of the Society, the account holder whose name appears first in our records will be the only person entitled to membership rights in the Society. Further information about membership can be found in our leaflet 'Your Society', which is available on request.</p> <p>Withdrawals and other transactions on a joint account will need the signature of only one of the account holders (unless agreed otherwise with you or in the event of any dispute relating to the account).</p> <p>The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for the performance of all the obligations of the account holders and not just a share of them.</p>
Interest	<p>Details of the interest rate for the account will be in the product terms.</p> <p>Unless the interest rate is fixed, we may change interest rates at any time if we believe that the change is needed for particular reasons that are set out in general terms 7 and 8.</p> <p>If we change the interest rate materially to your disadvantage we will give personal notice in advance of the change. If you are not happy with the change, you may switch your account or close it within a set period of time without having to give us any period of notice, lose any interest due up to the date of switching/closure or pay any charges that would otherwise apply. We explain in general term 11 how we will notify you of changes.</p>
Account Charges	<p>We may charge for services relating to your account. These will be debited to your account. Our current list of standard charges is set out in our 'Charges and Fees Information' leaflet.</p> <p>Where the charge is not set out in our 'Charges and Fees Information' leaflet we will tell you about the charge before we provide the product or service that incurs the charge or at any other time you ask.</p> <p>We can change our charges if we believe the change is needed for reasons that are set out in general terms 7 and 9. We explain in general term 11 how we will notify you of changes.</p>
Terms	<p>We can change any of the terms relating to your particular account for reasons that are set out in general terms 7 and 10.</p> <p>We explain in general term 11 how we will notify you of changes.</p>
Set Off	<p>We may use the money in your account towards payment of any money that you owe us (for example, under a mortgage) which is due for payment but has not been paid. This includes money owed to the Society under any of its brand names. This is known as our right of set off. We can also do this for joint accounts. We can use money in a joint account to reduce a debt which is owed to us by only one of you. We will tell you before we do this.</p>
Payment Types and Timescales	<p>Your product terms will say what type of payments can be made to and from your account. The tables in the general terms set out the time it takes for different types of payments to be made in and out of accounts.</p>

You can request further copies of this booklet, product terms and our 'Charges and Fees Information' leaflet, at any time, simply contact any branch call **0345 1200 300** or look on our website at **ybs.co.uk**.

SECTION 2

General Terms and Conditions

About your account definitions

- In this booklet:
 - "account document" means a passbook, certificate, LINK card or similar item that we designate to be an account document;
 - "general terms" means the terms in section 2 of this booklet;
 - "internet enabled account" means an account that you have opened with us or can otherwise, once you have registered with us to do so, access or manage through our website, via the internet (our internet banking service);
 - "login password" means the internet banking access password used by you to access your internet enabled accounts;
 - "security details" means any passwords, selected personal information or other information used in connection with the internet banking service, and includes your login password or your PIN;
 - "terms" means the product terms, applicable tax-free savings terms and these general terms;
 - "we", "us" and "our" and "Society" means Yorkshire Building Society;
 - "working day" means any day other than a Saturday, Sunday, public or bank holiday in England and Wales;
 - "you" and "your" means the account holders.

Society membership

- Unless your product terms say otherwise, you will be a member of the Society and have certain membership rights. The Society's Rules will also apply to you. Further information about membership can be found in our leaflet 'Your Society' which is available on request. The Rules are also available on request and are on our website.

Charitable assignment scheme

- This is an arrangement under which all members of the Society joining after 8 April 1998 are required to assign to charity any future benefits in the unlikely event of the transfer of the Society's business to a bank or other company announced within 5 years of the account opening. Section 4 of this booklet sets out the agreement you enter into about this as part of the account opening process.

Joint accounts

- If there is more than one of you:
 - the terms apply to all of you together and to each of you on your own; and
 - each of you can be held fully responsible for any liability that the account holders may have in respect of the account.
- We will accept instructions from, or rely on the signature of, any one of you for all transactions on the account. This includes withdrawals, transfers and closure of the account. This applies:
 - unless agreed otherwise at the time the account is opened (other than internet enabled accounts where each of you will operate the account individually).

If your account has a LINK card, either cardholder may make withdrawals using the card. If the account is registered with us as requiring more than one signature, you will not be able to use the card facility.
 - other than for the exception in (a) above, until we are told otherwise by any one of you; or
 - unless there is a dispute between joint account holders in which case term 4.3 will apply.

- 4.3 From the time we are aware of a dispute between you (for example, if we are informed that the relationship between the parties has ended):
- we may require the authority or the signatures of all of you for any further transactions on the account, including withdrawals and account closure;
 - any Direct Debits, Standing Orders and any regular internal transfers on the account will be cancelled; and
 - interest will be credited to the account when it is paid by us, overriding any earlier instructions we may have received to pay it to another account elsewhere.
- 4.4 If one of you dies the survivor(s) should tell us and provide us with appropriate proof of death. We will then change the account so that it can be operated by the survivor(s) and the survivor(s) own(s) the account and only the survivor(s) is/are able to operate it.
- 4.5 Only the account holder who is the first named in our records will be entitled to Society membership rights. You can choose the order in which the names appear in our records.
- 4.6 Further information about joint accounts can be found in the leaflet 'You and Your Joint Account' which is available on request.

Interest

- 5 Interest is calculated on a daily basis and will be paid to your account in accordance with your product terms or, if you have been given different options, as agreed in your instructions to us. Please refer to the Payments in table on page 11 for details of when interest starts to be earned on the different type of payments received into the account. For details about when cheques start to earn interest refer to the table in general term 16. Interest is earned up to and including the day of withdrawal.

Charges

- 6.1 We may make charges for opening and administering your account and for

services provided in connection with it and deduct those charges from the balance in your account.

- 6.2 We will tell you about a charge which affects a particular product or service before you use it or at any other time you ask.

When we can make changes to interest rates, charges and terms

- 7 We may need to make a change to interest rates, charges or terms applicable to your account for any one of more of the following reasons:

- to reflect the requirements or recommendations of the Financial Conduct Authority, the Prudential Regulation Authority or any other body responsible for regulating our business or the requirements or recommendations of the Financial Services Ombudsman or any other appropriate ombudsman;
- to reflect any changes or anticipated changes to or interpretation of relevant laws, codes of practice or industry guidance designed to enhance consumer protection or otherwise to meet relevant regulatory requirements with which we intend to comply.

Additional reasons for changes to interest rates

- 8.1 In addition to the reasons set out in general term 7 we may increase the interest rate on your account at any time without any reason or providing you with advance notice.
- 8.2 We may also reduce the interest rate on your account, unless your product terms say otherwise, for any one or more of the following reasons:
- to take account of any change in the costs reasonably incurred by us in managing our savings business and, in particular, providing and administering our savings accounts;
 - to take account of changes in the Bank of England Base Rate or the nearest equivalent rate set by

the Bank of England or any body which may, in the future, take over responsibility for interest rate setting from the Bank of England;

- to take account of changes in interest rates paid by our competitors in the consumer savings industry;
- to enable us to maintain the competitiveness of interest rates paid by our borrowers while having regard to the interests of our savers or the providers of funds to us and our business as a whole; or
- to enable us to manage our business (and its growth) prudently.

Any reduction in the rate of interest we make for any of the reasons stated above will be reasonable and proportionate.

Additional reasons for changes to charges

- 9 In addition to the reasons set out in general term 7, we can make changes to charges (including to add new ones) for one or more of the following reasons:
- to take account of, in a proportionate manner, changes in the expenses we reasonably incur (including our reasonable management, administrative and external costs) in respect of the particular product or service provided to you; or
 - to enable us to manage our business (and its growth) prudently.

Additional reasons for changes to terms

- 10 In addition to the reasons set out in general term 7, we may need to make a change to any of the terms applicable to your account for any one or more of the following reasons:
- to reflect legitimate cost increases or reductions of more efficiently operating and administering your account (which may include as a result of developments in technology)
 - to give extra benefit to savers (including making the terms of the accounts easier for you to

understand, or to make them fairer);

- to correct mistakes if it is reasonable to do so;
- if it is to your advantage;
- to enable us to manage our business (and its growth) prudently.

Telling you about changes

- 11.1 Where a change will impact your account we will notify you of any such changes as follows, unless a product term states otherwise:

- For changes to any **term** applicable to your account, except when such changes relate to the operation of electronic payments (in which case see (b) below) we will notify you:
 - if the change is to your disadvantage not less than 30 days before it takes effect by personal notice. At any time up to 60 days from the date of the notice you may switch or close your account without notice, charge or loss of interest for doing so;
 - where we wish to make any other change, we may make the change immediately and tell you about it within 30 days of the change in one of the ways set out in general term 27.
- Where changes relate to **terms** or **charges** that apply to electronic payments, we will give you at least 2 months advance personal notice of the change. Unless you notify us to the contrary before the change comes into effect you will be treated as having accepted any change we make. At any time before the change comes into effect you may, without notice, switch your money to another account or close your account without having to pay any charge or losing any interest for doing so.
- We will tell you about **interest rate** changes:
 - where we wish to make a material change to interest rates

that is to your disadvantage, we will tell you about it at least 14 days before we make the change by personal notice. You may switch your account to another of our accounts, or close it, in accordance with general term 33 within 30 days of the date of the notice, without notice, charge or loss of interest for doing so.

- (ii) where we wish to make any other change to interest rates we may make the change immediately and tell you about it within 30 days of the change in one of the ways set out in general term 27.
- (d) For changes to **charges** applicable to your account, other than charges related to electronic payments (for which see (b) above), we will notify you where the charge is set out in our 'Charges and Fees Information' leaflet:
 - (i) if the change is to your disadvantage not less than 30 days before it takes effect by personal notice. At any time up to 30 days from the date of the notice you may switch or close your account without notice, charge or loss of interest for doing so.
 - (ii) where we wish to make any other change, we may make the change immediately and tell you about it within 30 days of the change in one of the ways set out in general term 27;
 - (iii) a change that abolishes a charge or reduces the amount of an existing charge may be introduced with immediate effect and without notice to you but will be made available in our 'Charges and Fees Information' leaflet.
- (e) For a non-standard charge we will tell you about the charge before you use the product or service or at any other time on request.
- (f) If you have a Postal Saver account we

will tell you by personal notice about changes affecting that account.

- (g) Personal notice is provided as explained in general term 27(a).
- (h) If there have been significant changes to these general terms in any one year, we will send you a copy of the new terms or a summary of the changes.

Payments on your account

- 12.1 The types of payments we allow into and out of your account will depend on the relevant product terms.
- 12.2 You will need enough cleared funds in your account to carry out any transactions. If you have insufficient cleared funds in your account on the day a Direct Debit or Standing Order is first due to be paid, for Standing Orders, we will attempt to make the payment again over a number of days. For Direct Debits, another attempt to collect the payment will be made on the following day. If any of these payments ultimately fail, we will apply a charge as set out in our 'Charges and Fees Information' leaflet. We will notify you of this failure personally as soon as possible in accordance with general term 27.
- 12.3 All payments into and withdrawals from your account must be in Sterling.

Electronic payments

- 13 Depending on your product terms you can make the following types of electronic payments to and from your account:
 - (a) **Faster Payments.** If you ask us to make a payment in Sterling to a person with an account in the UK that can receive these payments, we will use the Faster Payments Service. If the payment exceeds the Faster Payment limit referred to in our 'Charges and Fees Information' leaflet or the destination account is unable to accept payments through the Faster Payments Service we will tell you at the time you try to make the payment that it cannot be made

through the Faster Payments Service. The payment can then either be sent by CHAPS (for which there will be a charge) or by cheque;

- (b) **Standing Orders.** These are made using the Faster Payments Service and are subject to limits;
- (c) **CHAPS payments.** Payments out of your account are subject to separate terms. There is a charge for this service;
- (d) **Direct Debits;**
- (e) **Internal transfers.** This is a transfer of money made from one account held with us to another account held with us.

The following electronic payments can only be made into your account

- (f) **Foreign Money transfers;**
- (g) **Debit card payments;** and
- (h) **BACS payments.**

Payments out

- 14.1 Before asking us to set up an electronic payment transfer you must:
 - (a) provide us with your account number and any other information we may require in order to carry out the transaction for you including the payee's name, their account number and sort code. You must make sure you give us the correct sort code and account number. If you don't it is unlikely your payment will reach the intended payee even if the payee's name is correct; and
 - (b) complete the request or authority in the form we require depending on the type of transaction you are requesting;
 - (c) where we allow you to provide your instructions by telephone, once we have identified you and you have provided all the payment information we require, we will confirm the instruction to you. If you agree the information is correct you will need to confirm this and this will be your consent to make the payment.

- 14.2 If you give a payment instruction using the internet banking service we may ask you to confirm this by means of an automated telephone call to a telephone number provided by you for that purpose. During that call, you will be asked to confirm that you have instructed the payment to be made. If we are unable to contact you by telephone to verify the instruction for a payment it will not be made.
- 14.3 If you ask us to make a Standing Order payment and we are notified by the Current Account Switching Service that the payee has changed their account details, we will automatically make the payment and any future payments you have asked us to make to the payee, using the new account details we have been provided with through this service. We will continue to make any payments in this way for 36 months or, if earlier, until you either cancel the instruction or amend the details provided. We will tell you if we receive such a notification.
- 14.4 If a product term requires that you give us notice of a withdrawal, if you don't withdraw the money within 7 days after the notice expires you will have to give us the full notice again.
- 14.5 It is important that you understand when money in your accounts is available to you as we will not allow a payment where there is not enough money in your account.
- 14.6 Details of the time of day we need to receive your instructions to pay and the maximum time it will take for the payment to be available to the payee are in the table over the page. If you ask us to make a payment on a non-working day, we will start to make the payment on the next working day.
- 14.7 All outgoing payments are debited from your account immediately, apart from Standing Orders, Direct Debits and any future dated payments you have asked us to make which are debited on the day the payment is scheduled to go out. If this date is not a working day it will be debited on the next working day.

Payments out

Payment Type	Latest time to make request	Available to Payee's bank or building society	Notes
Faster Payments	Branch - Monday – Friday 5pm Saturday 12 noon Website – Midnight	By the end of the next working day Paper instructions - 2 working days after request is received	Subject to a maximum limit. Refer to our Charges and Fees Information leaflet for details.
CHAPS	Monday – Friday 3pm	Same working day as the request is received	You will be charged for this service. Refer to our Charges and Fees Information leaflet. Separate terms apply.
Standing Order	Monday - Friday 5pm Website – Midnight	By the end of the next working day from the date the payment is due to be sent	Subject to a maximum limit. Refer to our Charges and Fees Information leaflet.
Cash	Branch/Agency - Opening Hours ATM - 24/7	n/a	Subject to a maximum limit. Refer to product terms for details.
Internal transfers	Branch – Opening Hours Website – Midnight	Same working day as the request is received Immediately unless advised at the time of the transaction	

Payments in

15 Payments made into your account are available for withdrawal (subject to product terms) as set out in the table below.

Payments in

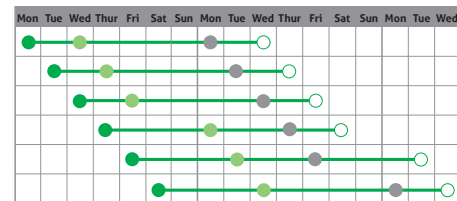
Payment Type	Latest time for us to receive payment	Time taken to reach your account	On reaching the account, when the money is available	When interest starts being earned and other information
Faster Payments	Available 24/7	Within 2 hours of receipt of payment from our bank	Immediately	For the payments in this table, interest starts being earned at the same time as the money is shown as available.
BACS	Monday – Friday 9am	Usually 3 working days once the payer has instructed their bank	Immediately	
CHAPS	Monday – Friday 5pm	Usually the same working day once the payer has instructed their bank	Immediately	
Debit Card Payment	Via our Website – 24/7	Same day as payment is processed	2 working days after deposit	It is important to note that even though money may be available, the ability to withdraw is subject to the product terms.
Cash Deposit	Branch – Opening Hours ATM – 24/7	Immediately No later than the working day after the deposit is made into the ATM	Immediately Immediately	
Foreign Transfer	Monday – Friday 5pm	Day received at our clearing bank	Immediately	For the bank details you need to use for electronic payments into your account within the UK and abroad, refer to your product terms, look on our website or contact us.
Internal Transfers	Branch – Opening Hours Website – 24/7	Same day as the transfer Same day as the transfer	Immediately Immediately	
Cheques				See separate table for cheque clearing timescales.



Cheques

- 16.1 We will normally treat cheques as cleared on the fifth working day following the day of receipt.
- 16.2 The cheque clearance timescales applicable to Society savings accounts are set out in the table below:

Cheque clearance timescales



- Cheque paid in
- Start earning interest
- First day withdrawals can be made against the cheque deposit (even though the cheque could still bounce)
- Funds cannot be reclaimed from the customer's account (unless the customer is a knowing party to fraud)

Please note - Cheques paid in on a non-working day will be treated as received on the next working day and the five working day time period will start to run from this point.

- 16.3 If you pay a cheque into your account and we receive a notice through the Cheque Redirection Service that the account from which the cheque was issued has been switched to another bank or building society, the time for clearing the cheque will take longer than shown in the table above as the cheque clearing timescale starts again once the cheque is redirected to the new bank or building society account. If we are notified this has happened, we will let you know the new cheque clearance timescale for that cheque.
- 16.4 We will not regard a cheque drawn on a bank with an address outside the UK

as cleared until we have received the cleared funds to credit to your account. This means that you may not be able to withdraw against such a cheque for a period which is longer than set out in the table opposite and which may be up to 25 working days from the date of receipt of the cheque. Interest will start to be earned on the day the cleared funds are credited to your account.

- 16.5 Subject to general term 16.3, if a cheque is returned unpaid before the end of the sixth working day following the day of receipt, interest will be adjusted. We will debit your account with the amount of the cheque even if we have allowed withdrawals against it. A cheque that has been returned unpaid after the sixth working day following the day of receipt will not be taken from your account without your consent unless we reasonably believe that you are a knowing party to fraud.
- 16.6 We can only stop a cheque we've written if you report it lost or stolen. If you request a replacement cheque, it will be issued with exactly the same details as the original cheque. If you want to cancel a cheque made payable to someone else and you do not want a replacement, you must provide us with the cheque itself or the written consent of the payee.

Cancelling a payment

- 17.1 If you have given us your instructions to carry out an electronic payment, and we have accepted your request, you cannot cancel it.
- 17.2 If you have given us your instructions to carry out an electronic payment for a date in the future, you can cancel it provided you tell us by 5pm on the last working day before the day on which the payment is due to be made. You can ask us to cancel it by calling our Customer Contact Centre.
- 17.3 In the case of a Direct Debit, we will not cancel a payment after 5pm on the working day immediately before the day the payment is due to be debited from your account.

- 17.4 In all other circumstances we will make all reasonable efforts to cancel the payment but cannot guarantee this. In such circumstances we may also charge you our reasonable costs.

Restrictions on transactions

- 18.1 We will not allow a withdrawal where:
- (a) there is not enough money in your account to cover a payment; and/or
 - (b) you have not provided us with the correct information, or you have given us insufficient information to carry out your request (see general term 14).

We will tell you we have done this no later than the end of the next working day following receipt of your payment request. We will attempt to contact you by telephone first but if we cannot contact you in this way we will write to you. You can contact us to find out how to rectify any errors or omissions.

- 18.2 At any time we can restrict the amount which can be withdrawn from your account, refuse or delay a transaction you have requested or suspend the use of any payment facilities or operation of your account, as appropriate, if any of the following apply:
- (a) we reasonably believe that there may be fraud or some other unlawful activity affecting the account;
 - (b) we are required to do so by law, our regulator or order of the court;
 - (c) there is a dispute (which we believe may be genuine) about the ownership of, or entitlement to, the money in the account;
 - (d) circumstances beyond our reasonable control prevent us from offering a normal service (such as an act or threat of terrorism, computer failure or industrial action);
 - (e) circumstances exist which lead us reasonably to believe our financial stability may be at risk (such as actual or potential abnormal levels of withdrawals).

- 18.3 Provided it would not be unlawful for us to tell you why we refused to carry out a transaction we will tell you and (where possible) give you the reason at the earliest opportunity. You can also ask us directly for details of the reason and the procedure for correcting any factual errors causing the transaction not to be made or to satisfy us the instruction came from you.

- 18.4 If we suspend the use of any payment facilities on your account we will tell you we intend to do this and tell you our reason for doing so. If we are unable to inform you before we do this, we will tell you immediately after. We may be unable to let you know the reason for doing so if this would compromise our reasonable security measures or we consider this to be unlawful.

- 18.5 Where we suspend the operation of your account in the case of general term 18.2 (a) to (c), you will be unable to make any withdrawals from, or pay any money into, your account until we are satisfied (acting reasonably) that there is no longer any potential fraud or other unlawful activity affecting the account or that any dispute has been resolved.

- 18.6 In the case of general term 18.2 (d) and (e) we will:

- (a) respond proportionately to the circumstances in question;
- (b) take all reasonable steps to ensure that the restrictions are lifted as soon as practicable so that the inconvenience to you is minimised;
- (c) take into account the interests of our membership as a whole; and
- (d) consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

- 18.7 We may charge you our reasonable costs incurred in informing you of any action we have taken under general term 18.2.

- 18.8 We also have security controls in place to enable account verification for transactions such as large withdrawals or

transfers from your account to another. If we prevent a transaction in these circumstances then we will inform you of this at the time.

Restricting the use of your LINK card

- 19.1 If you have a LINK card, we may withdraw or suspend your right to use the card without notice if we have reasonable grounds for believing that criminal activity, fraud or other abuse in connection with the use of the card has occurred or may occur.
- 19.2 We will tell you beforehand if we withdraw or suspend the use of your card and the reasons why we have done so. We do not have to tell you or give you such reasons where this would compromise our reasonable security measures or we consider this to be unlawful.
- 19.3 If you wish us to reinstate the use of your card or issue you with a replacement card, please contact us on 0345 1200 300. Following your request to reinstate, and provided we have not already arranged to replace it, we will reinstate the use of your card or replace it with a new one as soon as practicable once we are reasonably satisfied we no longer need to stop its use.

Responsibility for incorrect or failed payments

- 20.1 It is your responsibility to ensure that any instructions that you give us in respect of your account are clear and accurate. You should double check any details in any payment instruction you provide to ensure we can carry them out correctly.
- 20.2 When you ask us to make an electronic payment and provide us with the correct information we are responsible for it being made correctly.
- 20.3 If we fail to carry out a payment instruction or if we carry out the instruction incorrectly, then we will without undue delay refund to you the amount of the incorrect payment and, where applicable, restore your account to the position it would have been in had the error not taken place. We will be liable

to you for any charges for which you are responsible or any interest you must pay as a result of our failure to follow your payment instruction properly.

- 20.4 This general rule does not apply:
- (a) if a payment is made incorrectly and we can prove that the payment was actually received by the other financial institution. In which case the payee's account provider is responsible for ensuring that the payment is available to the payee; or
 - (b) your payment instruction was incorrect. In such circumstances we will make reasonable efforts to trace the payment but we may ask you to pay our reasonable costs for doing so.
- 20.5 We shall have no liability under this general term 20 if you fail to notify us without undue delay on becoming aware of a failed or incorrectly executed payment and in any event within 13 months after the date on which the payment was made or due.

Unauthorised transactions

- 21.1 You should check your account regularly. If you become aware that a transaction on your account has been carried out which is either unauthorised or has not been paid correctly or you become aware that your account document has been lost or stolen or any of your security details become known to anyone else you must tell us without delay by contacting your local branch or by telephoning us on 0345 1200 300.
- 21.2 We will usually refund you immediately and, where appropriate, refund any interest and charges to put your account into the position it would have been in had the unauthorised payment not taken place.
- 21.3 We will not refund you immediately if:
- (a) we have good reason to believe that you deliberately or negligently failed to comply with any of the requirements to keep your account documents or security details safe; or
 - (b) the transaction was by cheque.

When this happens, we will need to investigate the matter further which we will do as quickly as we can and once complete we will, if necessary, adjust your account.

- 21.4 If we need to investigate the matter further we will need you to co-operate with us, our agents and with the police if we need to involve them. In some cases, you will be required to give us written confirmation or evidence that you have not authorised a transaction. If we ask for such co-operation, or written confirmation and you do not co-operate with us, we will reapply the transaction to your account.
- 21.5 We will not be obliged to investigate any unauthorised transaction under this general term 21 or make any refund, unless you tell us within 13 months of the day on which the transaction is stated to have taken place.
- 21.6 You will not be liable for any losses on your account (unless you have acted fraudulently):
- (a) after you have notified us of any loss or unauthorised use of an account document or any security details; or
 - (b) where we have not provided you with a notification process for reporting the loss or theft of an account document or the compromise of any security details.
- 21.7 Up to the time you notify us of any loss or unauthorised use of your account document or security feature, you will be responsible for:
- (a) all losses if you deliberately or negligently fail to comply with any of the requirements to keep your account document or security details safe and the failure causes the losses; and
 - (b) a maximum of £50 for all other losses as a result of your account document or security details being lost or stolen or your failure to keep any of your security details safe.

You will be responsible for all losses on your account if you act fraudulently.

- 21.8 Where you have pre-authorised a payment from your account:
- (a) which did not specify the exact amount of the payment; and
 - (b) the amount of the payment exceeds the amount you could have reasonably expected to pay (taking into account your previous spending pattern, the terms of the account and the circumstances of the case); and
 - (c) you provide us with such information as is reasonably necessary for us to check whether the terms of general term 21.6 (a) and (b) have been satisfied;
- then we will refund the full amount of the payment, or give a reason for refusing a refund, within ten working days of receiving your request for a refund or, where applicable, within ten working days of receiving further information.
- 21.9 You will not be entitled to a refund under general term 21.8:
- (a) where you have given us consent for the specific payment to be carried out and we or the payee gave you specific information about the payment in question at least four weeks before the payment was due; or
 - (b) if you do not request this refund within eight weeks of the payment date.

- 21.10 For payments by Direct Debit, you have additional refund rights that apply under the Direct Debit Guarantee. This means that should a Direct Debit payment be paid from your account in error by us or called upon in error by the payee, you will receive a full and immediate refund from us, once we know there is an error.
- 21.11 If you receive a refund you are not entitled to, you must pay it back when we ask you to.
- 21.12 Following loss of an account document and after you have:
- (a) provided such evidence as we require regarding the loss;
 - (b) completed such forms as we require regarding the loss; and

- (c) paid any fee as we may reasonably require,

we may transfer the amount in the account in our records to a new account and afterwards will give you a new account document.

Additional requirements for keeping your security details safe where you have an internet enabled account

- 22.1 You must take all reasonable steps to keep your security details secret and safe at all times.
- 22.2 It is your responsibility to ensure that your computer or other device and software you use meet the requirements for the service. You must take reasonable steps to ensure that:
 - (a) the computer or other device that you use to access our internet banking service is safe and secure;
 - (b) the manner in which you access our internet banking service is safe and secure.

For guidance on these requirements please refer to the security section of our website at ybs.co.uk

- 22.3 If you fail to take reasonable steps as required and as a result the safety and security of your security details is breached you may be responsible for any losses that arise under general term 21.7.
- 22.4 You must notify us as soon as possible if your security details become known to, or if you think they may be known by, anyone else or if you become aware that someone else has used or attempted to use them. You can notify us by calling 0345 1200 300. Notice can also be given, in person at one of our branches, or in writing to us at Yorkshire Drive, Bradford BD5 8LJ. However, you may be liable for all losses that arise before notification and you are, therefore, advised to use the telephone notification service. For 24 hour assistance please use the Security Issue link on the 'Login' section of our website.
- 22.5 When using our internet banking service you will need to quote specific security information which will include random

characters from your login password. Your full login password should be kept secret and only partially disclosed to helpline staff. We will never ask you for your full login password.

Additional requirements for keeping your card and card details safe where you have a LINK card

- 23.1 When you receive your PIN, you should keep it secret and not write down details of your PIN in a way that can be understood. It is the security number that ensures only you have access to your account.
- 23.2 If you wish to change your PIN, you can do so easily at any of our cash machines.
- 23.3 You should not choose a new number that would be simple for someone else to guess, for example your birth date.
- 23.4 You must take care of your card and PIN to prevent fraud and to protect your account. The card may only be used by the person to whom it is issued and whose name is shown on it. You must sign the card immediately on receipt and keep it secure at all times. It is essential that you notify us as soon as you can if you suspect or discover that:
 - (a) the card has been lost or stolen. You should also tell us as soon as you can if the card is retained by a cash machine;
 - (b) someone else knows your PIN;
 - (c) someone else has used your card.

The quickest way to report a card lost or stolen is to telephone our LINKLINE number on 0345 9 10 11 12.

Whenever possible you should quote the number embossed on the centre of your card.

During normal office hours you can also contact any of our branches. We may inform the police and disclose to them any information that we reasonably believe to be relevant.

- 23.5 You must:
 - (a) not let anyone else use your card and PIN;

- (b) destroy the notification of your PIN as soon as you receive it and not write down details of your PIN in a way that can be understood;
- (c) take reasonable steps to keep your card safe and your PIN secret at all times;
- (d) not tell anyone what your PIN is;
- (e) keep your card receipts safe and dispose of them carefully;
- (f) use your card in accordance with the terms of the account.

It is important that you comply with these general terms to ensure that there are no unauthorised transactions on your account. If you fail to take reasonable steps as required by this general term 23 and as a result the safety and security of your card and/or card details is breached you may be responsible for any losses that arise under general term 21.7.

Set off

- 24.1 We may use money in any account you have with us (including any accounts you hold under the separate brand names of the Society) to pay any money (whether under a loan, guarantee or otherwise) you owe us which is due for payment but which has not been paid. This includes any money owed to the Society under any of its brand names. This right is sometimes referred to as the right of set off.
- 24.2 We can use this right where you have accounts in your sole name and where you have a joint account. This means that if your account is a joint account, we may still move money from your joint account to reduce a debt that is owed to us by only one of you.
- 24.3 We will tell you (and any joint account holder) at least 14 days before we use any money in this way on the first occasion that we propose to use the right of set off and (where appropriate) on any subsequent occasion that we intend to use that right.
- 24.4 No interest will be earned on any money used in this way.

Your responsibilities

- 25 It is your responsibility to advise us of any changes to your personal information and keep your personal details up to date (for example, name, address, telephone number or email address).
- 26 When we give you an account document:
 - (a) it will remain our property;
 - (b) you agree to return it to us to be brought up to date whenever we ask or for such other purposes as we may reasonably require;
 - (c) you must produce the relevant account document before making a withdrawal or carrying out any other transaction on your account.

Communicating with you

- 27 If we have to tell you something we may do so either:
 - (a) personally, which means:
 - (i) by post to your last known address; or
 - (ii) email to any email address you have given us for this purpose; or
 - (b) by advertisement, which means notices or leaflets in our branches, notices on our website, available from our telephone helplines or in advertisements in national newspapers of our choice (you can find out the current newspapers we use by contacting any of our branches or by contacting our Customer Contact Centre).
- 28 If we give you such notice either personally or by advertisement then it will be considered as given on the following days:
 - Post:** The second working day after date of posting (regardless of class of post);
 - Email:** Within 24hrs of the e-mail being sent;
 - Press advertisement:** The day on which the advertisement first appears in the newspapers we use.
- 29 For internet enabled accounts, it is very important that you notify us if your email address changes.

30 All our communications with you will be in English.

31 All communications with us will be monitored/recorded to improve the quality of our service and for your protection and security.

Statements

32.1 We do not normally issue statements unless a product term states otherwise. However, passbook account holders can request an annual statement on their account. For internet enabled accounts we will not send statements to you but you will be able to access your accounts through the internet banking service and view statements at any time which will include details of interest paid.

32.2 If your statement or passbook has an entry that seems to be wrong, you should tell us as soon as possible so that we can resolve the matter by contacting your local branch or by telephoning 0345 1200 300.

Right to close the account

33.1 Your account will continue until it is closed by either you or us, as set out below.

33.2 You can close your account at any time without giving any reason and without notice or charge, subject to any specific product term or general term 18.

33.3 Subject to general term 33.4, we can repay to you any part of your savings or close your account and repay to you all of your savings at any time and without giving any reason, but:

- (a) we will give you at least 2 months' advance personal notice unless your account requires you to give a longer period of notice to make withdrawals or close the account, in which case, we will give you an equivalent period of notice;
- (b) we will not use this right to repay a fixed term investment to you before the end of the fixed term or if it would lead to you losing any tax benefit without compensating you for any loss of benefit.

33.4 We can close your account immediately in the following circumstances:

- (a) the relationship between you and us has irretrievably broken down (for example, you have been threatening or abusive to our staff); we will not close your account, or threaten to do so, as a response to a valid complaint that you have made;
- (b) you have deliberately given us any false information in relation to your account or there is fraudulent or other unlawful activity on the account,
- (c) the agreement between us is void or unenforceable at law, for example, you have an ISA, and you have breached any ISA regulations; or
- (d) we have a legal obligation to close the account.

33.5 We can exercise the rights in general term 33.4 whether or not the account is for a fixed term and without compensating you for any loss of future benefit.

33.6 If we close your account and you have no other account giving shareholding membership of the Society you will no longer be a shareholding member of the Society.

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

33.8 If we close the account in full and make repayment to you then you will have no further right or interest in the account.

Use of the internet banking service

34 It may be an offence to import or use the encryption technology used in our internet banking service in some countries. As this service uses sophisticated cryptography to ensure the safe transit of data across the Internet, you should check with the appropriate consulate or embassy in the country concerned before using our internet banking service outside of the UK. Accessing this service from outside the UK is at your own risk.

We cannot guarantee continuous, uninterrupted access to our internet banking service. On occasions we may need to interrupt the service to carry out maintenance of it, for other operational reasons or for reasons beyond our control. We will not, therefore, be liable to you for a failure to provide a continuous, uninterrupted service.

Unclaimed balances

35.1 We may close your account if:

- (a) you cannot be traced after reasonable enquiry; and
- (b) for a period of five years (or three years if the amount in your account is less than £100) no money is paid into, or withdrawn from, your account.

35.2 If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-open the account and credit it with the amount we owe you in respect of the account (which will be equal to the balance that was in the account when we closed it, after adjusting it for the interest we would have paid and for any fees or charges we would have deducted if the account had remained open).

Tax

36 All savers should declare interest earned when making a tax return. It is your responsibility, not ours, to make this declaration. It is possible that taxes and costs may exist that are not paid via or by us.

Charitable donation

37 Where you are contributing to our Small Change Big Difference scheme we will round down to the nearest pound the annual interest on your account and donate a sum equal to the pence amount deducted (never more than 99p a year) to the Yorkshire Building Society Charitable Foundation to be used for charitable purposes. You can stop your donation at any time by contacting your local branch or calling the Customer Contact Centre.

Governing law

38 The terms are governed by the laws of the country in the United Kingdom (i.e. England and Wales, Scotland or Northern Ireland) where you opened the account and the laws of England and Wales are taken by us for the basis for establishment of relations with you before conclusion of terms. For accounts opened by post or online, the accounts will be treated as opened in England.

39 Each of the provisions of the terms are distinct from each other. If one or more provisions becomes illegal, invalid or unenforceable, this will not affect any of the remaining provisions.

40 If we decide not to enforce a term or part of it or delay enforcing it, this will not affect our right to enforce the same part at a later date.

41 No person other than a party to the terms may enforce any rights under the terms or under any other agreement made in connection with your account under the Contracts (Rights of Third Parties) Act 1999 (this law allows certain people to use the rights of an agreement even though they are not a party to it, so it is excluded to ensure that this cannot happen).

Excluded terms for specific accounts

42 General terms 2, 4, 24, 26, 32, 35 and 37 do not apply to our Client Investment account. The Client Investment account is a deposit account and so does not confer membership rights in the Society.



SECTION 3

Additional terms for tax-free savers

In addition to the general terms in Section 2, the following terms shall also apply to the Cash ISA products offered by Yorkshire Building Society.

Cash ISA terms

- 1 You must notify the Society if you cease to be resident in the UK, or if you are not a resident, cease to perform duties as a Crown employee serving overseas or to be married to, or in a civil partnership with, a person who performs such duties which allow you to subscribe to a Cash ISA. The Cash ISA will continue to be exempt from UK tax, but no further subscriptions can be made until you meet the residency requirements again.
- 2 Investment in a Cash ISA will be, and must remain in, the beneficial ownership of the investor and must not be used as security for a loan.
- 3 Your Cash ISA application ceases to be valid at the end of a tax year in which you do not make a subscription. Where this happens you must make a fresh application before subscriptions can recommence.
- 4 In the event of death whilst the Cash ISA remains open, interest to the date of death will remain free from tax, but interest arising after that date will be subject to tax. No further investments will be permitted into the Cash ISA.
- 5 If you are found to have breached the ISA rules governing subscription limits or the number of Cash ISAs which may be opened in any year, or your application is incorrect, your Cash ISA will cease to be tax-free and any interest earned in that year may be subject to tax. Full details of the Cash ISA scheme can be obtained by visiting the HM Revenue & Customs' website or by calling them on 0300 200 3312 (Monday to Thursday 8.30am - 5.00pm, Friday 8.30am - 4.30pm).

- 6 We will satisfy ourselves that any person to whom we delegate any of our functions or responsibilities under the terms agreed with you is competent to carry out those functions and responsibilities.
- 7 On receipt of a transfer instruction from a new manager, we will transfer all or part of the cash in your Cash ISA to another manager in accordance with the regulations applicable to ISAs. We will send the cash and accompanying information to the new manager within five working days of the date of receipt, subject to withdrawal restrictions on your account.
- 8 On receipt of an instruction from you that you would like to transfer cash in a different ISA to your account with us, we will send the relevant information to the old ISA manager - together with a confirmation that we will accept the transfer - within five working days of the date of receipt, and on receipt of the cash and accompanying information from the old manager, we will credit the cash to the ISA account within three working days of the date of receipt.
- 9 On your instructions and where possible on a date that you choose, we will transfer the cash in your ISA (or where your product terms permit partial transfers part of the cash in your ISA) and all proceeds arising from that cash to a bank account that you choose.
- 10 Where a Cash ISA product term requires a notice period for withdrawals or closure you will need to give the relevant number of days notice appropriate to your product, if you:
 - (a) wish to transfer your Cash ISA to another ISA manager; or
 - (b) want to withdraw all or part of the investments held in your Cash ISA;and proceeds arising from those investments, without losing any interest. If you do not give the appropriate notice you will lose an amount of interest equivalent to the number of days notice that you should have given.

- 11 Where a Cash ISA product term only permits withdrawals or closure during a certain period (e.g. during an anniversary month) you will need to request that the transfer, withdrawal of all or part, or closure of your Cash ISA takes place in that period, if you want to receive proceeds arising from those investments without losing any interest.
- 12 Where a Cash ISA product term does not permit partial withdrawals or partial payments to you (i.e. withdrawals) during the term of the product you will be unable to request a partial transfer of your Cash ISA, it must be a full transfer or payment to you by way of closure of the account subject to any loss of interest applicable.
- 13 Where a Cash ISA product term restricts the number of withdrawals or amount that can be withdrawn during the term of the product then only partial withdrawals up to the amount or at such frequency as is set out in your Cash ISA product terms will be payable to you or to another ISA manager, unless the product terms allow such withdrawals but are subject to a loss of interest set out in the Cash ISA product terms. Once you have exhausted the number or amount of withdrawals you are entitled to make under the Cash ISA product terms you can still close the account, or transfer the remaining balance (in full) to another ISA manager which will be subject to any loss of interest that may be applicable.
- 14 We will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, your Cash ISA has, or will become void.



SECTION 4

Charitable assignment

This section sets out the agreement you have entered into and which was either set out in the savings application form or explained in the account opening process when you opened your account.

- 1 By applying to open an account I agree with Yorkshire Building Society and Yorkshire Building Society Charitable Foundation ("the Foundation") that I will assign to the Foundation (or to any charity(ies) nominated by it but to no other person) the rights to any relevant conversion benefits which are defined below.

This obligation will not apply to me or may apply to me for less than five years if I fall within any class of persons, which, as at today's date, Yorkshire Building Society decides would be inappropriate to be bound by this assignment condition. This agreement is irrevocable and authorises Yorkshire Building Society to give the Foundation (or to any charity(ies) nominated by it) any such benefits without further notice to me. I understand that neither Yorkshire Building Society nor the Foundation will release me from this agreement or vary its terms and I will continue to be bound by the above condition even if Yorkshire Building Society decides at some time in the future (and announces any such decision by press release) that it is no longer in the best interests of Yorkshire Building Society to continue with the above assignment condition generally in respect of new members.

- 2 "Relevant conversion benefits" means any benefits under the terms of any future transfer of Yorkshire Building Society's business to a company (i.e. on a conversion or take-over) which I might become entitled to as a member or depositor with Yorkshire Building Society at any time within five years immediately following the date on which this account is opened. Relevant conversion benefits does not include the statutory right to have shares in Yorkshire Building Society (including any balances on share accounts) converted into deposits with the company on a conversion or takeover. If Yorkshire Building Society merges with any other society, after the date of such merger "Yorkshire Building Society" includes such other society.

- 3 I authorise Yorkshire Building Society to pass to the Foundation such information relating to me and all my accounts with Yorkshire Building Society as the Foundation may reasonably require in order to administer this agreement to assign and for no other purpose.

The wording in paragraphs 1 to 3 above does not apply if either you were a member of Yorkshire Building Society on 8 April 1998 and have remained a member since that date, or you became a member after 8 April 1998 and have remained a member and have already signed a declaration the same as or similar to the one in paragraphs 1 to 3 above.

Complaints handling and compensation arrangements

Not happy with our service?

If you are not happy with the service you've received please follow the simple complaints process as explained in our leaflet 'How to make a complaint'. If you'd like a copy of the leaflet or if you wish to make a complaint, please call us on 0800 0565 252 or email customerrelations@ybs.co.uk. If we cannot come to a resolution to your satisfaction, you may have the right to refer the matter to the Financial Ombudsman Service ('FOS'). You can contact the FOS at Financial Ombudsman Service, Exchange Tower, London E14 9SR Tel: 0800 023 4567 or 0300 123 9123, email: complaint.info@financial-ombudsman.org.uk, website www.financial-ombudsman.org.uk

If your complaint is in relation to products or services purchased online you can access the Online Dispute Resolution Platform (ODR Platform). As this platform will ultimately redirect your complaint to the Financial Ombudsman Service, you may prefer to contact us or the Financial Ombudsman Service directly in the first instance using the details noted above. Further details on the ODR service and access to the ODR platform can be found on their website www.ec.europa.eu/odr

Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. An eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the building society, including their share of any joint account, and not to each separate account.

Yorkshire Building Society (YBS) also operates under the trading names of Chelsea Building Society (CBS), Norwich & Peterborough Building Society (N&P) and Egg. YBS is a participant of the FSCS. Therefore, depositors with any of YBS, CBS, N&P and Egg have an overall limit of £85,000 under the FSCS. Any total deposits you hold above the £85,000 limit between these brands are unlikely to be covered.

Accord Mortgages Limited is a wholly owned subsidiary of YBS. Accord has offset mortgage products where the customer's deposits are held on behalf of Accord by YBS. Accord offset depositors are therefore also covered (along with CBS, N&P and Egg depositors) by YBS being a participant in the FSCS. There is no additional protection for depositors with Accord Mortgages Limited.

For further information please call us on 0345 1200 100, ask at your local branch or visit the FSCS website www.fscs.org.uk



Useful Information and Contact Numbers

 **GO ONLINE [YBS.CO.UK](https://www.ybs.co.uk)**

 **CALL US ON 0345 1200 300**

For lost or stolen cards, other security details or unauthorised transactions

 **CALL OUR CUSTOMER CONTACT CENTRE ON
0345 1200 100**

Lines open Monday – Friday 8am – 8pm, Saturday 9am – 1pm.

Our printed material is available in alternative formats, e.g. large print, Braille or audio.

Please visit us in branch or call us on
0345 1200 100.

All communications with us will be monitored/recorded to improve the quality of our service and for your protection and security.

Calls to 03 numbers are charged at the same standard network rate as 01 or 02 landline numbers, even when calling from a mobile.

Yorkshire Building Society is a member of the Building Societies Association and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Yorkshire Building Society is entered in the Financial Services Register and its registration number is 106085.

Head Office: Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ.

Member of LINK.

Small Change Big Difference® is the registered trademark of Yorkshire Building Society.

[ybs.co.uk](https://www.ybs.co.uk)