

Furness eSavings Online General Terms and Conditions

Effective 25 May 2018

A summary of our key terms is set out below. It is important that you read and consider all of the terms and conditions which apply so that you can determine whether a Furness Building Society eSavings account meets for your needs.

Summary of Key Terms	
<p>Right to cancel the agreement</p> <p>(Condition 3)</p>	<p>Once you have opened an eSavings account, you will have 14 days beginning from the day after the day the agreement is entered into or the day you first receive a copy of these Conditions and other information relating to your account (whichever is the later) to notify us in writing to our Head Office (see "How to contact us" below) that you wish to change your mind.</p> <p>If you notify us within this time, we will help you switch to another of our accounts or we will give you back your money together with any interest it has earned. If you do not exercise your right to change your mind, you will continue to be bound by these Conditions and any special conditions that apply to the particular account.</p>
<p>Account balances</p> <p>(Condition 5)</p>	<p>There are minimum and maximum amounts that you can deposit in any particular account, details of which are set out in the special conditions for that account.</p> <p>Information about the overall maximum amount that any one person can hold in all of their accounts with the Society at any time is set out on our website, or is available on request.</p>
<p>Interest</p> <p>(Condition 7)</p>	<p>We will tell you the interest rate that applies (or if there is more than one applicable interest rate, the interest rates that apply) to your account and when interest is paid or credited when you open it. This information is also available on our website or by calling us.</p> <p>We may change interest rates that may apply at any time for the reasons set out in Condition 7.5. If we vary the rate we will give you notice of the change before the change is to take effect, or shortly afterwards if the change is favourable to you. Notice periods are detailed in Condition 7.</p>
<p>Account charges</p> <p>(Condition 8)</p>	<p>We may make charges for items relating to your account for services you ask us to provide. Charges incurred will be debited to your account. Our current list of charges are set out in our service charges leaflet. A copy is available on request or can be viewed on our website. These charges may change.</p> <p>If we make any changes to our charges which are applicable to your account, we</p>

	<p>will either give you notice of the change before the change takes effect or we will publish information in our branches and on our website. Notice periods are detailed in Condition 8.</p>
<p>Withdrawals and electronic payments</p> <p>(Condition 9 and 10 and Section 2 – Other Important Information)</p>	<p>Withdrawals can only be made from your online eSavings account to your nominated UK bank or building society by Faster Payment (if the special conditions of your account allow and subject to any restrictions on withdrawals, which will be set out in your product terms).</p> <p>Withdrawals by Faster Payment are also subject to a maximum withdrawal limit per day. A Faster Payment cannot be cancelled once you have instructed us to make the withdrawal.</p> <p>The amount which can be withdrawn from an online eSavings account is limited to a maximum of £5,000 per day. You will not be allowed to withdraw funds from the account if it would cause the account to be overdrawn.</p> <p>Withdrawals cannot be made by cash or cheque.</p>
<p>Joint accounts</p> <p>(Condition 16)</p>	<p>If an account is held in more than one person's name, the account holder whose name appears first in our records will be the only person entitled to membership rights in the Society, including voting rights. You can choose the order in which the account names appear in our records.</p> <p>Each joint account holder will receive unique log in details for the eSavings online account and can take or use all the monies in the account.</p> <p>Each joint account holder is jointly and separately responsible to us for the performance of all the obligations of the account holders and not just a share of them.</p>
<p>Changing the terms and conditions</p> <p>(Condition 21)</p>	<p>We can change these Conditions and any special conditions relating to your particular account at any time, for the reasons set out in Condition 21.</p> <p>Where the change relates to electronic payments into or out of your account (such as Faster Payments and CHAPS), we will give you no less than 2 months' notice before the change comes into effect. If you are not happy with the change you can switch your account or close it before the change takes effect, without having to give us any period of notice, lose any interest due up to the date of switching or closing or pay any charges that would otherwise apply.</p> <p>Where the change does not relate to electronic payments into or out of your account, but is disadvantageous, we will give you no less than 30 days' notice before the change takes effect. For a period of 60 days from the date of the notice, you can switch your account or close it without having to give us any period of notice, lose any interest due up to the date of switching or closing or pay any charges that would otherwise apply.</p> <p>In each of the cases above, you will be bound by any changes we make to the Conditions and any special conditions after we have provided you with the required notice set out above, unless you notify us in writing, before the change</p>

	<p>is due to come into effect.</p> <p>Where we make a change which is not to your disadvantage, which does not relate to paying money in and withdrawals from your account (excluding cheques), we can do so immediately and without prior notice. We will tell you about the change within 30 days.</p>
<p>Set off (Condition 24)</p>	<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 is known as our right of set off.</p>

SECTION 1

Furness eSavings Online General Terms and Conditions

1 Introduction

- 1.1 These terms and conditions (referred to as the "Conditions") apply to all eSavings online accounts with the Society, except if they are inconsistent with special conditions for particular accounts (in which case, those special conditions will apply).
- 1.2 In the Conditions:
- "electronic payment" means Faster Payments or CHAPS;
- "normal business hours" means 9.00am - 5.00pm on a working day;
- "security credentials" means the features which are personalised to you and which you use to access the eSavings online service;
- "special conditions" means any particular conditions we have notified you of when your account is opened which apply to the account;
- "the Society", "we", "us" and "our" refer to Furness Building Society;
- "working day" means a day other than a Saturday, Sunday or Bank Holiday; and
- "you" and "your" refer to holders of eSavings accounts.
- 1.3 All of the contents that may be available on the Society's eSavings website including but not limited to layout, text, graphics, links, marks, logos and trademarks are the intellectual property of the Society or its licensors and may not be used, copied, downloaded, distributed or published in any way without the Society's prior written consent unless otherwise indicated.

2 Membership

- 2.1 If these Conditions apply to your eSavings online account you will be a member of the Society and therefore our Rules will apply. However, these Conditions, or any relevant special conditions for a particular account, will override the Rules in case of any inconsistency. A copy of the Rules is available on request at any of our branches or agencies or Head Office.
- 2.2 If you open an account for which you will not become a member of the Society you agree to be bound by these Conditions, the relevant special conditions and by some of our Rules, including 4(4) to (7), 5, 6(1) to (3), 8(4) and (5), 12(5) and 45. These Rules apply to deposit account holders (as if they were shareholding members) except to the extent that they are inconsistent with these Conditions.
- 2.3 New members (from 1 October 1999) are subject to the Society's Charitable Assignment Scheme, full details of which are set out in the Charitable Assignment leaflet, available on the Society's website.
- 2.4 Your account does not have an overdraft facility. However, if your account becomes overdrawn then you will stop being a member of the Society in respect of that account from the date on

which the balance in the account became overdrawn. If you bring your account into a credit balance, you will become a member from the date the account returns to a credit balance.

3 Opening an account

- 3.1 We will require satisfactory evidence of identity (please see the 'Identification requirements' in Section 2 of this document) and residence before an account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it pending instructions from any relevant authority.
- 3.2 Starting from the day after the date that you open your account with us (or, if later, the day after the date we provide you with a copy of these terms and conditions), you have 14 days to notify us in writing to our Head Office (see "How to contact us" below) that you want to change your mind (this is known as the "cooling off period"). If you notify us within this time, we will help you switch to another of our accounts or (assuming we have received cleared funds) give you back your money together with any interest it has earned. We will ignore any notice period and any extra charges. If you do not exercise your right to change your mind, you will continue to be bound by the Conditions and any special conditions that apply to the particular account until your account is closed by you or us. The term of your account will be set out in the special conditions.
- 3.3 It is important to use the cooling off period to carefully consider the terms and conditions of the product you have chosen, to ensure it meets your needs, particularly if the product has special conditions which restrict withdrawals or limit access on the account.
- 3.4 eSavings online accounts are only available to persons age 16 or over and permanently resident in the UK (England, Scotland, Wales and Northern Ireland).
- 3.5 The eSavings online service is intended for use only within the UK. We cannot accept any liability for the non-compliance or inappropriateness of our eSavings online service for use in jurisdictions outside of the UK.
- 3.6 If you change your address to an address located outside of the UK when previously your address was in the UK, then we may, after providing you with 2 months' notice, close your account and you will no longer be able to transact online.
- 3.7 eSavings online accounts are not available for: (i) companies, clubs, charities; (ii) accounts in the names of more than two persons; (iii) holders of a Power of Attorney, trustees or deputies appointed under mental health legislation, personal representatives or any other third party acting on a customer's behalf.
- 3.8 eSavings online accounts are only available to open in a maximum of two account holders' names (unless the product terms and conditions do not allow joint accounts). If an account is opened in a sole name, a joint account holder cannot be added at a later date.
- 3.9 Your account will be allocated an account number for administrative purposes only following an online application to open an eSavings online account. However, your account will only be opened on the date on which the initial deposit of cleared funds is received on your account and the Society has received satisfactory identification from you.
- 3.10 The account and eSavings online facilities can only be operated by the named account holders.

- 3.11 Passbooks are not issued for eSavings online accounts. Instead, a transaction history can be viewed online by accessing your eSavings online account. Please also see Condition 20.
- 3.12 If you cease to be eligible for an eSavings online account and remain a permanent UK resident we may change your account to a suitable alternative available at that time, and a passbook will be issued for the new account. We will contact you at the appropriate time to discuss options with you.

4 Account details

- 4.1 The address that you provide for the account will be the registered address for you, and will remain the registered address for you until it is changed in our records.
- 4.2 It is your responsibility to advise the Society of any change to your personal information and keep your personal details up to date, (e.g. name, address, telephone number or email address).
- 4.3 You agree to produce evidence of any new name and/or address, if we ask to see it. You agree to provide us with specimen signatures, if we ask for them.

5 Minimum and maximum account balances

- 5.1 The minimum and maximum amounts that can be held in any particular account are set out in the special conditions for that account.
- 5.2 Information about the overall maximum amount that any one person can hold in all of their accounts with the Society at any time is set out on our website, or is available on request from Head Office or at any of our branches or agencies (see how to contact us below).

6 Paying money into your account

- 6.1 Unless special conditions for a particular account specify otherwise, you can pay money into your account by electronic payment or by sending a cheque in the post to our Head Office. You can only make payments into your account by cash in branch or at one of our agencies. Branch and agency opening times vary.
- 6.2 Money can be paid into your account by electronic payment. It is your responsibility to ensure that all your account details including your account number and sort code are provided to the person paying in the money correctly. If the details are not quoted correctly your payment may be returned to the originator.
- 6.3 If you wish to pay money into your account by standing order you will need to set this up with your bank or building society with whom the debiting account is held.
- 6.4 Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), so that it is clear for whom the money is intended. Cheques should be crossed "account payee only".
- 6.5 Money paid into your account by cash or electronic payment during normal business hours will be available for withdrawal immediately after we receive it, subject to the other terms and conditions of your account. Any sums received by us outside normal business hours or on a

non-working day will be treated as having been received when we are next open for business on a working day. Please see Condition 13 below regarding cheques.

6.6 Payments into your account can only be made in sterling.

6.7 We are required to co-operate with a bank or building society who tells us that they have made a payment into your account by mistake, to help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to the payer so they can claim repayment. This information will include your name and contact address.

7 Interest

7.1 We will tell you the interest rate that applies or, if there is more than one, the interest rates that apply to your account (and when interest is paid or credited) when you open it. This information is also available:

- on our website; and
- by calling our telephone helpline.

For details of these please see "How to contact us" in Section 2 of these Conditions.

7.2 On our accounts we generally:

- calculate interest on a sum deposited by cheque or by electronic payment (including a payment from another account held with the Society) from the day we receive it. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day;
- calculate interest on a sum withdrawn up to and including the day before you make the withdrawal;
- give you the choice of having the interest added to the account, paid into another of your accounts with us, or paid into your nominated bank account (please see Condition 9.3 for details on nominated bank accounts).

However, this may vary depending on the type of account. You should check the special conditions for particular accounts. Further details of how and when interest is payable is contained in our literature relating to particular accounts. You can obtain a copy of this on request.

7.3 We will give you information regarding your account, as follows:

- to help you compare interest rates on our different accounts, we will make available to you, on our website, a summary of these accounts (including accounts no longer available) and their current interest rates;
- we will make available to you information regarding the different rates which have applied on your account for a given period at least once a year;

- you can, request a copy of your terms and conditions or any other information in relation to your account, at any time.

7.4 Subject to any special conditions that apply to particular accounts (for example, fixed rate or tracker accounts) we can change interest rates as set out below. We will not change the interest rate on a fixed rate account during the fixed rate period.

7.5 We may change interest rates at any time subject to the notice provisions below, if we reasonably believe that the change is needed for any of the following reasons:

- (i) to respond to changes in the Bank of England base rate;
- (ii) to respond to changes in interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
- (iii) to respond to changes in the law or the interpretation of the law or the decision of a court or ombudsman;
- (iv) to enable us to maintain the competitiveness of interest rates charged to our borrowers by us, while having regard to the interests of our savings members, in the interests of our business as a whole;
- (v) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- (vi) to meet changes in relevant regulatory requirements;
- (vii) to enable us to maintain an appropriate return from your account to ensure that our business remains profitable and competitive including our need to maintain our financial strength;
- (viii) to enable us to harmonise, in a reasonable manner, the interest rates being paid to our savings members following any acquisition of accounts or any takeover, or merger with, another provider of accounts;
- (ix) to respond to any increase or reduction in costs reasonably incurred by us in operating our eSavings services, including funding costs.

If any of the individual reasons in 7.5(i)-(ix) above is found to be invalid we may still rely on any of the alternative reasons to change the interest rate.

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

7.7 Changes in interest rates may include the introduction or alteration of 'bands' where:

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

- 7.8 When we change the interest rates on your account, we will update the information on our telephone helpline and our website within 3 working days. To help you compare rates, the old rate will also be available on our website and helpline.
- 7.9 Where we increase an interest rate we can make the change immediately and we will tell you about the change by providing you with personal notice within 30 days of the change.
- 7.10 Where your account is a tracker account, the interest rate will increase or decrease in line with any increase or decrease in the rate which is being tracked. The change will take effect within 5 working days. We will tell you about the change by providing you with personal notice within 30 days of the change.
- 7.11 Where we reduce an interest rate (other than a rate on a tracker account), we will tell you about the change by providing you with personal notice not less than 14 days before the change takes effect. You will then have a period of 30 days during which to close or switch your account, if you wish, without providing any notice or losing any interest.

8 Account charges

- 8.1 We may make charges for items relating to your account. Please see the service charges leaflet for further details. A copy of our service charges leaflet is available on request or can be viewed on our website.
- 8.2 Where the charge is not set out in our service charges 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.
- 8.3 Charges incurred will be debited to your account. We will notify you before we do this (except for charges in respect of unpaid cheques which will be debited automatically).
- 8.4 We can introduce or change the charges we make at any time if we reasonably believe that the change is needed for any of the following reasons:
- (i) to respond to any new or increased cost which we reasonably incur in operating your eSavings account;
 - (ii) to respond to changes in the law or the interpretation of the law or the decision of a court or ombudsman;
 - (iii) to meet changes in relevant regulatory requirements;
 - (iv) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
 - (v) to respond to changes which we may reasonably make in the services we provide, including any new or improved service or facility available on your account;
 - (vi) to make our charges operate more fairly between our consumer customers generally;
 - (vii) to enable us to harmonise, in a reasonable manner, charges following any acquisition of accounts or any takeover, or merger with, another provider of accounts; or

(viii) to maintain an appropriate return from your account and to ensure that our business remains profitable and competitive including our need to maintain our financial strength in the interests of all our consumer customers.

If any of the individual reasons in 8.4(i)-(viii) above is found to be invalid we may still rely on any of the alternative reasons to introduce or change the charges we make at any time.

- 8.5 Any change we make to our charges will be proportionate to the circumstances giving rise to the change.
- 8.6 Changes may include the abolition or alteration of existing charges or the introduction of new charges.
- 8.7 If we increase our charges or introduce new charges, we will give you at least 30 days' personal notice before the change comes into effect, except where the charge relates to electronic payments into or out of your account.
- 8.8 Where we make any change to existing charges (either an increase or a reduction), or introduce new charges, in respect of electronic payments into or out of your account, we will notify you personally not less than 2 months before the change comes into effect.
- 8.9 If we give you notice of a change we intend to make to the account charges under either Condition 8.7 or Condition 8.8, then we will tell you this is the case and at any time up to the date the change comes into effect you have the right to switch the account or close it without having to lose any interest or pay any additional charges. If you do not notify us that you object to a change before the date on which it comes into effect you will be deemed to have accepted it.
- 8.10 If we reduce the amount of a charge, other than a charge that relates to electronic payments into or out of your account, we will tell you about the change by notice in our branches and on our website. In this situation, you will have no right to close or switch your account other than by going through the normal procedures.
- 8.11 There may be other taxes or costs that are not paid through us or charged by us.

9 Withdrawals and restrictions

- 9.1 Subject to Condition 13, you can withdraw money from your account by electronic payment to a nominated UK bank or building society account using Faster Payments, unless there are special conditions which apply and any restrictions on the payment type selected. For more information see Condition 10.

Withdrawals cannot be made by cash or cheque.

- 9.2 Withdrawals from and closure of eSavings online accounts may only be made online, except where the Society accepts maturity instructions where the balances could be transferred to another account with the Society.
- 9.3 A nominated account is an account in your name held with another bank or building society and notified to us, to which withdrawals from your Furness eSavings online account may be made.
- 9.4 You cannot give instructions through your eSavings online account to:

- (a) transfer funds out of a Furness passbook account;
- (b) transfer funds from a Furness passbook account to open a Furness eSavings online account;
- (c) request a CHAPS electronic payment;
- (d) carry out any change of account holder(s);
- (e) exercise any right to cancel;
- (f) serve notice of withdrawal or closure on any account;
- (g) change personal details such as name or address; or
- (h) change bank account details.

9.5 We may refuse to allow a withdrawal (or, where relevant, restrict the amount that can be withdrawn from the account), or delay processing your withdrawal instruction if:

- (a) we are not satisfied that we have the proper written authority for the withdrawal, in accordance with the mandate you have given us;
- (b) we do not have satisfactory evidence of your identity;
- (c) we have not concluded all checks required to comply with our anti-money laundering, financial crime and other legal requirements;
- (d) we reasonably believe that there may be unauthorised or fraudulent activity or other financial crime affecting you, the account or the payment (including but not limited to you using the account outside of its terms and conditions);
- (e) we reasonably believe we are required to do so by any law, regulation or court order, or the instructions of a regulator or ombudsman;
- (f) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account, or we are not reasonably satisfied with ownership of the funds, or there is a dispute between joint account holders;
- (g) we reasonably believe that making the payment would breach the terms and conditions of the account;
- (h) the amount of the payment exceeds the daily account withdrawal limit set out in section 2 – "Other Important Information" of these Conditions, or the limit of any payment scheme, such as the Faster Payments Scheme. Details of this Scheme's limit are available on our website;
- (i) there are insufficient cleared funds in the account to make the payment and/or to cover any charge for making the payment;
- (j) you are subject to a bankruptcy, liquidation, receivership or administration order or you have entered a voluntary arrangement with your creditors or where we reasonably believe this is likely to happen;

- (k) the terms of the payee's account prevent completion of the transaction, and/or there are technical issues which prevent us from executing the transaction (for example, because the payee's account does not accept certain types of payment);
- (l) we have suspended your online access under Condition 28.3;
- (m) we intend to exercise our right of set-off under Condition 24.

9.6 Provided it will not be unlawful for us to do so:

- (a) we will notify you of the refusal either verbally by telephone or in writing. We will do so at the earliest opportunity and in any event no later than the day by which the funds should have been available to the payee under Condition 10.2. If for any reason we are unable to notify you before we refused to carry out a transaction, we will do so immediately after;
- (b) we will explain our reason for refusal, if possible; and
- (c) we will (where relevant) explain the procedure for correcting any factual errors that led to the refusal.

9.7 We may also be unable to process a withdrawal for the following reasons:

- (a) due to circumstances beyond our reasonable control, as explained in Condition 23; or
- (b) circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).

In either of these cases:

- (i) we will notify the restriction by notices on our website and in our branches;
- (ii) we will act proportionately to the circumstances in question;
- (iii) we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- (iv) we will take into account the interests of the Society's membership as a whole;
- (v) we will, if practical, give advance notice; and
- (vi) we may consider exceptions to the restrictions if we are reasonably satisfied that substantial hardship would otherwise be caused.

9.8 You can contact us to discuss any restriction in person at any of our branches, or by telephoning us on the number shown in the Other Important Information section.

10 Electronic payments out of your account

10.1 If the specific conditions of your account allow, you may withdraw funds from your account to your nominated account by way of Faster Payment (up to the maximum online withdrawal limit per account which is set out on our website). We will only make a Faster Payment if you have sufficient cleared funds in your account and your nominated account has access to the Faster

Payment service and the payment is less than the Faster Payment Scheme limit. In other cases you will need to contact us to discuss an alternative means of making the payment.

- 10.2 If you request a Faster Payment, the money will be taken from your account on the day you instruct us to take payment and will reach the payee's Bank or Building Society on the same day (if this is a working day) or by the end of the next working day.
- 10.3 To make a withdrawal you will need to provide us with the payee's bank account number and sort code, the payees name and the payee's bank name and address. It is important you check the payees sort code and account information is correct as the payment will be sent using this information. Once you have checked the information is correct, you will be asked to confirm your instruction. This will be your consent for us to make the payment.
- 10.4 A Faster Payment cannot be cancelled once the instruction and authorisation has been given to us. However, if we allow future dated Faster Payments, you may cancel instructions for future dated electronic payments provided you notify us of cancellation no later than close of business on the working day before the payment date. You can give us your consent to cancelling a future dated electronic payment either by writing to us and giving us details of the payment you wish to cancel, or in person at any of our branches or agencies.
- 10.5 Where a Faster Payment cannot be made, you will be notified accordingly and offered the choice to send the payment by an alternative method or to cancel the instruction. There may be a charge for this service. Details of any applicable charges will be set out in the Service Charges leaflet. If alternative payment arrangements are not available or you do not wish to send your payment by an alternative method, we may not be able to make the payment.
- 10.6 Where we receive your instructions and authorisation to carry out a withdrawal from your account before 3.00pm, we will treat your instructions as having been received that day. Instructions received after 3.00pm or on a non-working day will be treated as having been received on the next working day. In the case of payments to be made at a future date, we will treat your instruction as having been received by us on the date the payment is due to be made.

11 Refunds and unauthorised payments

- 11.1 If we become aware of an actual or suspected fraud or a security threat affecting any of your accounts, we will contact you on the latest telephone number that we hold for you to inform you. If we cannot contact you by telephone then we will contact you by some other means, using the contact details we hold for you.
- 11.2 You should check your account regularly. If you become aware of an entry or an electronic payment which has not been properly authorised by you or has been incorrectly executed on your account you may be entitled to a refund. You must notify us of such a payment either at one of our branches or by contacting us on the number shown in the Other Important Information section without undue delay but in any event no later than 13 months after the debit date. We will not be obliged to refund you for any loss if you notify us more than 13 months after the debit date. However, if there are extenuating circumstances the 13 month time limit will not apply.
- 11.3 If you notify us of an unauthorised electronic payment, we may investigate the circumstances if we have reason to suspect that you have been involved in fraudulent behaviour. If we do need

to investigate, you must co-operate with us and any authority, should we need to involve them. If we do decide to investigate, we will inform you of this on the same working day on which your notification is received by us, or if the notification is received at the very end of the working day or on a non-working day, at the beginning of the next working day. If, once we have completed our investigations we determine that we do not have to give you a refund, we will inform you of this. Otherwise, we will refund the amount of the unauthorised payment to your account and restore your account to the state it would have been had the unauthorised payment not taken place. This means we will also reimburse you for any interest and charges you have incurred as a result of the unauthorised payment.

- 11.4 Subject to Conditions 11.5 to 11.10, where any loss resulting from an unauthorised withdrawal arises from the unauthorised use of security credentials, you will be liable for up to a maximum of £35 of that loss.
- 11.5 You will be liable for all losses arising where you have acted fraudulently, and no limit will apply to your liability.
- 11.6 Where losses arise as a result of you deliberately or with gross negligence failing to comply with any of the requirements to keep your security credentials safe, your liability will not be limited to £35. You will be liable for all losses arising, subject to Condition 11.7. "Gross negligence" means that something you have done or have not done is very obviously wrong or careless.
- 11.7 Except where you have acted fraudulently, you will not be liable for any losses arising:
- (a) where the loss or theft was not detectable by you before the unauthorised withdrawal was made;
 - (b) after you have notified us of any loss or unauthorised use of any security credentials;
 - (c) where we have not provided you with a notification process for reporting the loss, theft or compromise of any security credentials;
 - (d) where insufficient levels of security checks required by relevant laws or regulations, were made relating to the payment; or
 - (e) where the payment related to certain contracts made at a distance.
- 11.8 You will not be liable for any losses arising from an unauthorised transaction or transactions where those losses were caused by anything that we, our employees or agents did or failed to do.
- 11.9 Except where we suspect that you have been involved in fraudulent behaviour relating to the electronic payment, we will refund the amount of the unauthorised payment to your account and restore your account to the state it would have been had the unauthorised withdrawal not taken place, as explained in Condition 11.3. Provided you have notified us within 13 months of the debit date, we will refund the withdrawal, plus any further reimbursement, no later than the next business day after you inform us of the unauthorised withdrawal. However, if there are extenuating circumstances the 13 month time limit will not apply.
- 11.10 If we make a refund and then discover that you did authorise the withdrawal or are otherwise liable, we may reverse the refund after providing you with reasonable prior notice.

12 Mistakes, delays and liability for losses

12.1 If we fail to process a withdrawal, fail to process it on time, or process it incorrectly, then we will refund you as set out in Condition 12.2. However, we will not be liable to you in any of the following situations:

- (a) where the payment was processed incorrectly because you did not give us the correct payment details, being the payee's account number and sort code. In this case, we will make reasonable efforts to recover the payment but we may ask you to pay our reasonable costs for doing so. Where we are unable to recover the payment for you, if you write to us we will provide you with all the available and relevant information we have and which we can lawfully provide to you so that you can make a claim for repayment;
- (b) where you fail to notify us when you become aware of the mistake, failure or delay without undue delay and in any event within 13 months after the transaction was incorrectly carried out or was due to have been carried out. However, if there are extenuating circumstances the 13 month time limit will not apply;
- (c) where we can prove that the correct amount and payee's details were received by the payee's bank or building society on time;
- (d) where we had reasonable grounds to refuse or delay processing your instructions under Condition 9.5; or
- (e) where it was not possible for us to process your instruction due to abnormal and unforeseeable circumstances beyond our reasonable control, as explained in Condition 23.

12.2 Where we are responsible under Condition 12.1, we will refund the amount of your loss arising from the mistake or delay. Where applicable, we will also restore your account to the state it would have been had the unauthorised withdrawal not taken place. This means we will also reimburse you for any interest and charges you have incurred as a result of the mistake or delay. We will do this without undue delay.

12.3 Where an electronic payment fails we will attempt to contact you by telephone on the same day as the failure of the payment. If we cannot contact you by telephone then we will contact you by some other means, using the contact details we hold for you.

12.4 If you believe a payment has been made incorrectly or it has failed in some way, please contact us. We will make immediate and reasonable efforts to trace the payment without charge and will advise you of the outcome.

13 Cheques and uncleared funds

13.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque on the 6th working day after it has been deposited with us, provided we have not received notice that it has not been cleared. If a withdrawal is allowed on the 6th working day and we receive notification that the cheque has been returned unpaid on that day then we would require you to repay the funds and the Society's unpaid cheque charge if there were insufficient funds available in your account for us to deduct these amounts automatically. For withdrawals after the 6th working day you can be certain the money is yours and cannot be reclaimed without your permission. However, the Society can require you to

repay the funds if the cheque is subsequently returned unpaid in the following circumstances:

- the cheque is not in sterling;
- the cheque is drawn on a bank or institution outside the United Kingdom and without a UK sort code;
- you agree otherwise;
- you are knowingly a party to a fraud in respect of the cheque; or
- the money is reclaimed from your account before close of business (5.00 pm) on the 6th day after it was deposited with us.

If a cheque or other item paid into your account is returned unpaid we will deduct from your account the amount of that cheque or item and any interest accrued or paid on that amount together with any charges incurred.

We will not normally accept a cheque if it was written more than 6 months ago. You should ensure that you pay any cheques into your account allowing sufficient time to clear before the end of the 6 month period.

- 13.2 For the purpose of Condition 13.1, the day of deposit of the cheque is the day we receive the cheque by post at our Head Office, except that in each case if the time of receipt by post is after 3.00 pm on a working day, then the day of deposit is the next following working day.

14 Closing your account

- 14.1 You can close your account at any time, subject to any special conditions that apply to particular accounts and to normal administration requirements.
- 14.2 Subject to Condition 14.3, we can close your account at any time without giving any reason, but:
- we will give you at least 2 months' written notice;
 - we will not use this right to repay a fixed term deposit 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; and
 - we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.
- 14.3 We can close your account immediately in the following circumstances:
- the relationship between you and us has irretrievably broken down (for example, you have been threatening or abusive to our staff);
 - you have deliberately given us any false information in relation to your account which resulted in us doing something that, had we known the true facts, we would not have done, or would have done differently (for example, if you gave us false information as

part of your application for the account, and we would not have accepted your application if we had known the true facts);

- you were not entitled to open the account;
- we receive notice of your death or bankruptcy;
- you do not comply with any material obligation owed by you under the terms and conditions of your account, and do not put this right within a reasonable time of our asking you to do so;
- the contract between us is void or unenforceable at law; or
- we are obliged to do so by law, regulation, court order or the instructions of a regulator or an ombudsman.

14.4 If we identify that you are suffering from mental incapacity issues which affect your ability to manage your account we will seek to provide assistance to you. If we reasonably believe it is in your best interests we will close the account immediately.

14.5 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.

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

15 Taxes

We pay interest without deducting any income tax that you may have to pay on it. This means that you may have to contact HM Revenue and Customs to arrange to pay tax on the interest you earn directly to them if you exceed your Personal Savings Allowance. This is the amount of interest you can earn per tax year before paying tax on that interest.

16 Joint accounts

16.1 If an account is held in the names of two people, then only the holder whose name appears first in our records will be entitled to membership rights (such as the right to receive notices of, and to attend and vote at, meetings). This is subject to any rights given to other holders by any legislation.

16.2 You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed. We will make the change within a reasonable time after you tell us about it.

16.3 For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares. This does not affect the operation of Condition 16.4, which takes precedence.

16.4 Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the account. We do not accept accounts on any other basis. The other terms of the account will remain unchanged. If you have left your assets to a different person, that person will not get the monies held in your joint account as the law

regards the money held in your joint account as belonging to the other account holder as well as you, and therefore it is not yours to leave in your will. If this is important to you and may cause a problem, then you should not open a joint account.

- 16.5 If any one of the joint account holders becomes bankrupt, the Society will suspend the account when notified, pending closure in accordance with Condition 14.
- 16.6 Withdrawals and other transactions on a joint account can be authorised by either joint account holder and the Society can accept the instruction of either of them.
- 16.7 If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) suspend the account, despite any authorisation that has been given to us previously under Condition 16.6.
- 16.8 If there is a relationship between the account holders which ceases, you will need to inform us if the account is to be closed, or you want any name to be removed from the account. If you do not inform us then, we will continue to operate the account in accordance with the instructions that you have given us. This means that withdrawals will continue to be permitted on the instructions of one account holder.
- 16.9 We may (in accordance with Condition 9) suspend the operation on the account if we reasonably think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court.
- 16.10 Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.
- 16.11 The liability of joint account holders is joint and individual. 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. For example, if we exercise the right of set off under Condition 24 against the other account holder of your joint account, money may be taken from your joint account to repay us the money that he or she owes to us.
- 16.12 We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of any money held in the account (and we will not have any liability for failing to do so), except as may be required by law.
- 16.13 If any one of the joint account holders becomes mentally incapable, the Society cannot continue to operate the eSavings joint account and reserves the right to transfer the account to a passbook account. The Society will not allow the account holder to operate the account without a Court of Protection order (England and Wales) which protects the rights of the mentally incapacitated person or a valid Power of Attorney.
- 16.14 Each account holder will receive a unique username and password for the online account. Each joint account holder is entitled to see all the information about transactions on a joint account. If this is not suitable then you should not open a joint account.
- 16.15 Each joint account holder can take or use all the monies held in the joint account. You can arrange between yourselves how the money is split but this is a private matter between you and would not affect the Society or the terms and conditions of your account.

16.16 Each joint account holder is separately responsible and together you are both responsible for any debt on the joint account, although the Society does not operate overdraft facilities and therefore no debt should occur in normal circumstances.

17 Third parties and transfers

17.1 We will not be bound to recognise the interest or claim of anyone except you, any joint account holder or your personal representatives in or over the money in your account (unless we are required to by law) whether or not we may have notice of any interest or claim. We will not be liable to you in any way for not recognising any such interest or claim (unless we are required by law). These Conditions do not permit any third party to have any benefits or the right to enforce any terms or conditions in respect of your account(s) with us.

17.2 On proof of the death of any joint account holder, we will recognise only the survivor(s) as having any ownership of, or interest in the account and the survivor(s) shall be entitled to operate the account on the same terms.

18 Incapacity or infirmity

If it appears to us that you are suffering from mental disorder or that, through mental infirmity arising from disease or age, you are incapable of managing your affairs, you will not be able to continue to operate your eSavings online account and the Society reserves the right to transfer your account to a passbook account. In order to operate the account, we may give consent to any person appearing to have care of you or to be managing your affairs to withdraw all or any part of the amount in your account(s) with us. Such consent shall not be given in England and Wales until we have received notice of a valid Power of Attorney or a Court of Protection Order or other Court appointment document.

19 Unclaimed balances

19.1 We may close your account following an extended period of inactivity if:

- (a) we have written to your last known address asking if the account should be kept open and your mail has been returned from that address;
- (b) you cannot be traced after reasonable enquiry; and
- (c) for a period of 5 years (or 3 years if the amount in your account is less than £100) no money is paid into, or withdrawn from, your account.

This Condition will only apply to accounts with a fixed term once the fixed term period has come to an end. 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).

19.2 Condition 19.1 is subject to any rules that may be made under any legislation.

20 Account information and payment notifications

20.1 Details of all payments made into or out of your account will be available online.

- 20.2 Whenever you make an electronic payment out of your account, we will (unless you expressly agree otherwise with us) either:
- (a) send you a payment notification or statement in writing within one month, setting out the details of the payment; or
 - (b) send you an email notifying you that your payment information has been updated and that you should check your account information online.
- 20.3 Information about payments (of any kind) into or out of your account can be provided on request at any time.
- 20.4 Copy statements or payment notifications can be provided on request. We may charge an amount to reflect our costs in producing copies, and will notify you of this cost at the time of your request.
- 20.5 You should check your online account information and any payment notifications or statements carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible.

21 Changing your account terms and conditions

- 21.1 We have set out above how we may make changes to interest rates or charges, we can make any other change to the terms and conditions of your account if we reasonably believe that the change is needed for any of the following reasons:
- (i) to respond to changes in the law or the interpretation of the law or the decisions of a court or ombudsman;
 - (ii) to meet changes in relevant regulatory requirements;
 - (iii) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
 - (iv) to reflect changes in the way we administer eSavings;
 - (v) to correct errors, where it is reasonable to do so (for example, typographical errors);
 - (vi) to make the terms and conditions clearer or fairer to understand;
 - (vii) to provide you with extra benefits or services or the introduction of new systems;
 - (viii) to maintain an appropriate return from your account and to ensure that our business remains profitable and competitive including our need to maintain our financial strength in the interests of all our consumer customers; or
 - (ix) to enable us to harmonise, in a reasonable manner, the conditions following any acquisition of accounts or any takeover, or merger with, another provider of accounts.

If any of the individual reasons in 21.1(i)-(ix) above is found to be invalid we may still rely on any of the alternative reasons to change the terms and conditions of your account at any time.

- 21.2 Any change we make to terms and conditions of your account will be proportionate to the circumstances giving rise to the change.

21.3 Except where a change to the terms and conditions of your account deals with the way payments can be made into and withdrawals can be made from your account (as set out below), we may make a change which is not to your disadvantage immediately and without prior notice. We will tell you about the change within 30 days.

21.4 Except where a change to the terms and conditions of your account deals with the way payments can be made into and withdrawals from your account (as set out below), where we make a change which is to your disadvantage, we will provide you with at least 30 days' personal notice of the change.

For a period of 60 days from the date of the notice, you have the right to switch the account or close it without having to lose any interest or pay any additional charges. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.

21.5 Where we change the terms and conditions which deal with the way payments can be made into and withdrawals from your account (as set out below), we will send you at least two months' personal notice before the change comes into effect. During the two month notice period, you have the right to switch the account or close it without having to lose any interest or pay any additional charges. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it. This notice period applies to:

- Paying money into your account (except Condition 6.4);
- Account charges (Conditions 8.8 and 8.9 only);
- Withdrawals and restrictions;
- Electronic payments out of your account;
- Refunds and unauthorised electronic payments;
- Mistakes, delays and liability for losses;
- Closing your account;
- Account information and payment notifications;
- Notices;
- Law;
- Language;
- System availability and suspension of access (Conditions 28.3 to 28.5);
- Complaints;
- Security and What you can do to protect your accounts; and
- this Condition 21.5.

22 Notices

- 22.1 When we say we will send you a personal notice, we mean we may communicate with you by letter, telephone, email or another form of electronic communication that we have agreed with you. You will be taken to have received any letter or other personal notice 72 hours after we have sent it to you. We may communicate with you for any other reason using the contact details you have provided to us, unless you ask us not to use those details.
- 22.2 If an error is made in a notice, but this is corrected shortly afterwards by a subsequent notice, the notice period will run from the date of the corrected notice.
- 22.3 Any notice or other document sent by you to us may be sent to us at Head Office or any of our branches. The Head Office address and contact details can be found in Section 2 "**Other important information**".

23 Matters beyond our control

We will not be liable to you if we are unable to provide any service in connection with your account because of:

- (a) abnormal and unforeseeable circumstances (such as strikes, power failures or other causes beyond our control) which would have been unavoidable despite all efforts to the contrary; or
- (b) our having to comply with any legal or regulatory requirement.

24 Set off

- 24.1 Subject to us providing you with 14 days' notice, we may use the money in your account towards payment of any money that you owe us which is due for payment but has not been paid. This is known as our right of set off.
- 24.2 Our right of set off also applies to joint accounts and joint debts. This means that we may use the money in your joint account towards payment of any money that you or the other person owes either individually or jointly.
- 24.3 We will not use our right of set off in relation to money in your account if we have grounds to think that any of the following apply:
- (i) the money is needed to meet your essential living expenses or priority debts;
 - (ii) you are holding the money on behalf of someone else; or
 - (iii) you have received the money from a government department, local authority or NHS direct payment organisation for a specific purpose, or you are under a legal obligation to keep the money and use it in a particular way.
- 24.4 We may, during the 14 days prior to exercising the right of set off, not allow any transactions to be made on your account.
- 24.5 If we use our right of set off in relation to your account we will contact you promptly to tell you we have done so.

24.6 Once we have used our right of set off in relation to money in your account that money will cease to be yours and you will not earn any interest on it.

25 Law

Your agreement with us for the account is governed by the laws of England and Wales except if you were located in Scotland or Northern Ireland when you open your account in which case the laws of either Scotland or Northern Ireland will apply respectively. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us. You submit to the non-exclusive jurisdiction of the English Courts.

26 Language

The terms and conditions of your account are in English and all communications between you and us will be in English unless we specifically agree otherwise.

27 General

- (a) Any word in these Conditions which is singular shall also be read to as in the plural and any word which is in the plural shall also be read as if it was in the singular.
- (b) These Conditions and the special conditions constitute the legal agreement between the Society and you and govern the conduct of your account. The agreement between you and the Society in respect of your eSavings online account will be concluded online but you agree by applying for an eSavings online account that that the agreement is deemed to be in writing where the context or law requires it.
- (c) No delay by the Society in enforcing any of these Conditions against you will affect our rights. If we decide not to enforce our rights against you on one occasion, this does not imply that we will ignore any future right to enforce our rights under the Conditions.
- (d) If all or part of the Conditions are found to be illegal, invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions.

28 System availability and suspension of access

28.1 Access to the eSavings online services may be suspended temporarily and without notice in the case of system failure, emergency maintenance or repair or for reasons beyond the Society's reasonable control. While the Society endeavours to ensure that the eSavings online services and helpline are available between the times stated, we shall not be liable if the services are down for these reasons, although we will do whatever we reasonably and proportionately can to assist you by other means if the services are unavailable for more than 48 hours.

This may include (subject to legal requirements), making account information available to you by other means, such as post or telephone or enabling transactions through our branch or postal services. Additional security or identity verification details may be required to enable alternative means of account operation.

28.2 We may suspend your access to the eSavings online services at any time if you have notified us that, or we reasonably believe that, your security credentials has been lost, stolen, compromised, used without your authorisation or used fraudulently.

28.3 Provided it would not be unlawful for us to do so, or it would not compromise reasonable security measures:

- we will notify you that we intend to stop the use of your security credentials and suspend your access to the eSavings online services. If for any reason we are unable to notify you before we stop their use and suspend your access, we will notify you afterwards without delay; and
- we will explain our reasons for stopping the use of your security credentials and suspending your access.

28.4 We will restore your access to the eSavings online services, and either permit you to use your existing credentials or ask you to change these, as soon as possible after the reasons for suspending access no longer apply.

28.5 We reserve the right at any time to ask you to change your security credentials for administrative or security reasons. We will never ask you to reveal your security credentials to a member of staff.

28.6 We can terminate the access to the eSavings online service:

- on notification of your death (except in relation to joint accounts);
- on notification to us in writing of any lawful request by your attorney, trustee, trustee in bankruptcy, deputy or personal representative acting on your or your estate's behalf to operate your account; or
- if you materially or persistently fail to meet the terms and conditions relating to your account.

SECTION 2

Other Important Information

EFFECTIVE [date] 2018

How to contact us

You can contact us by:

- telephoning our helpline number 0800 542 5411;
- visiting our web-site www.furnessbs.co.uk;
- e-mailing us at furness.direct@furness-bs.co.uk
- writing to Head Office, 51-55, Duke Street, Barrow-in-Furness, Cumbria, LA14 1RT.

Please note that ways of contacting us may be restricted in relation to certain products. If so, this is mentioned in the terms and conditions of the particular account.

Identification requirements

We are required by law to check the identity of all account holders.

If you already have an account with the Society, and the details we have about you have not changed, then we may not need to check your name and/or address.

When you apply to open an eSavings online account, an electronic check will be carried out to verify your identity. However if the electronic verification is unsuccessful we will need you to supply documentary evidence of your identity and address.

To do this, you will need to provide us with 3 of the following documents:

At least one document from List 1 together with two other documents from List 1 or 2. One document must verify your current address.

If you cannot provide the required documents, please contact 0800 542 5411 for further guidance.

List 1	List 2
A current valid passport	A current council tax letter
National identity card	Grant of probate
A current valid photocard driving licence (full or provisional)	A recent (last 3 months) bank or credit card statement
A current valid firearms certificate or shotgun licence	A recent (last 3 months) utility bill

A valid (old style) driving licence (must be accompanied by a second document from List 2)	
Recent evidence (last 3 months) of payment of state pension or other Government benefit/tax credit (must be accompanied by a second document from List 2)	

We will accept photocopies of the documents provided they are certified by a Solicitor, Banker, Accountant, Authorised Financial Adviser, Teacher, Doctor, Minister or Post Office Master and will also need sufficient information to be able to contact that person.

We reserve the right to carry out any further checks on your identity if we think we need to do so in order to comply with our legal obligations, including electronic checks. We may ask you to provide additional evidence if you change your address or if you have not used your account for over 12 months. Please see the Privacy Notice on our website for further details as to how such checks and credit searches may be conducted.

We will keep a copy of the identity verification document(s) you provide. These records are required to fulfil our statutory obligations and will not be used for any other purpose.

Furness eSavings online General Terms and Conditions

The Furness eSavings online General Terms and Conditions apply to all our eSavings online accounts. Special conditions may apply to particular types of account. You will find them on our website in the section dealing with eSavings accounts.

You have a right to obtain a copy of the terms and conditions that apply to your account at any time while it is open. To obtain a copy, please contact us as set out in the 'How to contact us' section.

Charitable assignment

When you open an account, you must sign a declaration to agree to transfer any future windfall benefits to which you might become entitled to on any conversion or takeover to the Charities Aid Foundation. Please see the Charitable Assignment leaflet online for further details.

This requirement does not apply to you if you have been a member of the Society continuously since 30 September 1999 or before.

Tax

From 6 April 2016, if you are a basic rate taxpayer you will be able to earn up to £1,000 in savings income tax free. Higher rate taxpayers will be able to earn up to £500. Additional rate taxpayers will not receive any allowance. This is called the Personal Savings Allowance. This means that most people will no longer pay tax on savings interest. banks and building societies will stop deducting tax from your account interest.

Joint accounts

Unless the special conditions for a particular account say differently, accounts can be opened in a maximum of 2 names. Although joint accounts can be convenient, it is very important that you understand the consequences of having an account in more than one name.

These are set out in Condition 16.

Data protection and confidentiality

We will access, process and retain your personal information for the purposes of providing the accounts and services you have requested from us. For more information, please see the Privacy Notice on our website.

Grant of probate

If you die and there is a balance outstanding on your account which exceeds £15,000, we will not be able to release these monies to your estate without first being provided with a copy of the grant of representation, known as 'probate'. A representative of your estate will need to apply to get a grant of representation or seek legal advice on how to do so.

Complaints

If we don't get it right – how to make a complaint

Furness Building Society is committed to providing you with a first class service. However, there may be occasions when you are not entirely satisfied. We would like to be made aware of your concerns as soon as possible as your feedback will help us to identify ways in which we can improve our service and prevent the issue from happening again. Our aim is to resolve your complaint promptly and fairly.

Ways to contact us

Please contact us via the website [Contact Us page](#) or email at furness.direct@furness-bs.co.uk. You can visit or write to the relevant branch or agency (see the [Contact Us page](#) - [Branch Finder](#) or [Agency Finder](#)) or by calling us on 0800 83 43 12 or 01229 824560. Finally you may write to us at 51-55 Duke St, Barrow-in-Furness, Cumbria LA14 1RT.

For further information please see the complaints handling procedure.

Please note that in most cases we will contact you by telephone to discuss your complaint so it's important to note that our call will not display a phone number, it may display e.g No Caller ID.

What happens next?

We will record your complaint and work hard to resolve it as quickly as possible, however this is dependent on the nature of the complaint as there are different timescales.

For further information please see the complaints handling procedure.

Financial Ombudsman Service

We hope that the final decision you receive will provide you with sufficient information to explain the investigation and how we came to our decision, however, If you are not satisfied with the outcome, you can refer it to the Financial Ombudsman Service (FOS) and ask them to look into it for you. We will send you a leaflet that explains the FOS procedure with our final response. If you decide to refer your complaint to FOS, you must do so within 6 months of our final response. The contact details of the Financial Ombudsman Service are:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4 567 or 0300 123 9 123

Website: www.financial-ombudsman.org.uk

Email: complaint.info@financial-ombudsman.org.uk

Online Dispute Resolution (ODR)

The European Union has an Online Dispute Resolution platform which may assist customers in resolving disputes about products and services bought online. This is another platform to resolve disputes via the Financial Ombudsman Service (FOS) in addition to a customer's existing right to contact FOS directly. The ODR can be accessed at the [Online Dispute Resolution](#) section of the European Commission website or <http://ec.europa.eu.consumers/odr> . Please note that if you choose to submit your complaint in this way, it will be forwarded to the Financial Ombudsman Service.

Financial Services Compensation Scheme

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. Most depositors - including most individuals and small businesses - are covered by the scheme. In respect of deposits, 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.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1100.

A deposit is excluded from protection if:

1. the holder and any beneficiary owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank, building society or credit union;
2. the deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering;
3. it is a deposit made by a depositor which is one of the following:
 - credit institution;
 - financial institution;
 - investment firm;
 - insurance undertaking;
 - reinsurance undertaking;
 - collective investment undertaking;
 - pension or retirement fund *;
 - public authority;

For further information about exclusions, refer to the FSCS website at www.fscs.org.uk.

* Deposits by personal pension scheme, stakeholder pension schemes and occupational pension scheme of micro, small and medium sized enterprises are not excluded.

Membership rights

Individuals holding share accounts with the Society are members of the Society and are bound by our Rules. You can get a copy of the Rules by contacting us.

The Rules set out the rights and obligations about membership. While joint account holders are all members, only the first-named can exercise any membership rights (for example, the right to vote at meetings) arising from the account. Please see the terms and conditions (Condition 16) for more details of the terms governing joint accounts.

Security

Services operated through the eSavings online services are operated directly by you. If you have any joint accounts and one of the joint account holders gives an online instruction relating to that account then any such instructions are deemed to have been given in respect of both of the account holders until we receive notice that a dispute exists.

You must take all reasonable steps to ensure that your security information is kept secret and are not disclosed to anyone else, to prevent anyone else accessing your information. You should:

- i. keep your PC secure and maintain up to date anti-virus software and firewalls;
- ii. never write your security information down in any way that could allow someone else to access your account;
- iii. never record your security information in any software which retains it automatically on your computer (for example any 'save password' feature or function on your web-browser or toolbar);
- iv. not reveal your full security information to us (if we have to we will only ever ask you for part of your security information);
- v. not allow anyone else to use any of the computer or electrical equipment you use to access your account without taking suitable precautions;
- vi. ensure you have fully logged off from the online services when you have finished; and
- vii. treat emails you receive with caution and be wary of emails which ask you for your security information.

The Society or the police will not contact you asking you to reveal your security information.

You should tell us as soon as possible if you believe that your security information has been disclosed or if you believe someone may try or has tried to use your security credentials to access your information. The best way to let us know is by contacting us as set out in the 'How to contact us' section. We may require either orally or in writing:

- i. evidence from you about the disclosure or misuse of your security information;
- ii. details of where transactions have been carried out; or

iii. you to notify and/or co-operate with police if theft is suspected.

For your own protection you should not remain logged in to the online services whilst your computer is unattended. We are not responsible if anyone else gains access to your information in such circumstances.

You should regularly check your registration details online and let us know as soon as you can if you think they have been changed without your knowledge.

Any software is downloaded at your own risk. If you are uncertain about software suitability you should obtain specialist advice before downloading. It is your responsibility to ensure no viruses enter your computer system.

Secure messaging service

If we make this facility available to you, we may send you and you may send us emails using the secure messaging service. We will endeavour to respond to secure messages within 2 working days of receipt.

You agree that you will not use the secure messaging service for:

- i. matters that require immediate attention (e.g. giving notice of a dispute on a joint account);
- ii. matters which can be carried out yourself using the online services;
- iii. reporting theft or any loss or where you believe that your security credentials have been disclosed or you believe someone may try or has tried to use your security credentials to access your account. You should never send us your full security credentials via the secure messaging service or communicate them via any other means. If we have to we will only ever ask you for part of your security information; and
- iv. advising a change of address or email address.

What you can do to protect your accounts

You can help prevent misuse of your account by:

- taking care of your security credentials and letting us know as soon as possible if these have been lost or stolen. The best way to let us know is by telephoning us on 0800 542 5411 or you can e-mail us at;furness.direct@furness-bs.co.uk.
- updating your personal details online as soon as possible if there is any change in your name, address, telephone number or e-mail address, or if you do not receive any information that you were expecting to receive from us;
- checking your eSavings online account regularly;
- taking care when getting rid of information about your account (people who commit fraud use many methods such as 'bin raiding' to get this type of information - you should take simple steps such as

shredding printed material);

- co-operating with us or the authorities in investigating transactions; and
- never giving your account or security information to anyone

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

What you can do to protect your identity

Identity fraud (also called identity theft) is when a criminal pretends to be you. They may do this in order to buy things in your name that they never intend to pay for or to gain access to your accounts. It is very important to take action to protect your personal details.

Signs that you have become a victim of identity theft may include:

- unusual transactions;
- important mail going missing;
- contents of waste bins being tampered with;
- bills arriving for items you have not bought; or
- changes to your credit status.

To help you keep your information safe:

- shred your personal information before throwing it away;
- never give out your personal information when you could be overheard;
- always keep important personal documents safe and out of sight at home, particularly your passport/driving licence/national insurance number;
- ensure you tell your bank, building society, utility company, council tax etc when you move home;
- always keep pin numbers and security information such as passwords safe;
- no bank will ever phone to ask you for a pin number or full security information such as a password;
- make sure your letterbox is secure and post can get through and fall to the floor;
- if you live in shared accommodation, ask your branch if you can pick up account passbooks or cards instead of having them sent; and
- regularly check your credit file with one of the 3 credit reference agencies.

If you lose any important mail or documents, you should notify the following:

- your Bank/Building Society;
- the Royal Mail helpline 08457 740740 or www.royalmail.com;
- identity and passport service www.gov.uk/report-a-lost-or-stolen-passport;
- the Driver and Vehicle Licensing Agency www.gov.uk/contact-the-dvla; or
- local police if you suspect a crime has been committed.

We take the security and protection of our customer data very seriously and if you believe that your data has been compromised in any way, we urge you to contact us immediately, so that we can help you to take the appropriate steps to protect your accounts.

Withdrawal limits

The amount which can be withdrawn from an online eSavings account is limited to a maximum of £5,000 per day.

Cheque clearing

The central clearing cycle for cheques is 3 working days. Our normal practice is to allow withdrawals against a cheque paid in on the 6th working day. The first working day commences the day after you make your cheque deposit into your account with the Society. This is because we are not a direct member of the UK clearing cycle and we are not notified when a cheque has cleared the system. The Society cannot guarantee that these funds have been cleared. Interest on a cheque paid in will be calculated from the working day we receive it. For more details, please see Conditions 7.2 and 13 of the terms and conditions in the first section of this booklet.

The Furness Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Furness Building Society is entered in the Financial Services Register under 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. A member of the Building Societies Association. Eligible for Investment by Trustees.

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