Ecology Building Society

Saving with Ecology

General terms and conditions

Effective from 10 March 2017

Building a greener society

This booklet sets out the service levels you can expect, and the general terms and conditions under which we will operate an account for you.

It is important that you read these Conditions carefully. If there is anything that you don't understand or have any queries about please contact our Savings Team. Our staff will be happy to answer your questions.

Ecology Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority. Our Financial Services Register number is 162090. You can view the FCA's Register on their website at **www.fca.org.uk/register** or by contacting the FCA on 0800 111 6768.

How to contact us

You can contact us by:

- visiting our office at **7 Belton Road, Silsden, Keighley, BD20 0EE**
- telephoning us on **01535 650 770**
- visiting our website at **www.ecology.co.uk**
- emailing us at **savings@ecology.co.uk**

Our normal business hours are 9.00 am to 5.00 pm Monday to Friday. An answerphone is in operation outside these hours.

1 Introduction

1.1 These terms and conditions (referred to as 'Conditions') apply to all savings accounts with the Society, except if they are inconsistent with Product Specific Conditions for particular accounts, in which case those conditions will apply.

1.2 In these Conditions -

"the Society", "we", "us" and "our" refer to Ecology Building Society

"you" and "your" refer to holders of savings accounts

"working day" means a day other than Saturday, Sunday or bank holiday in England and Wales, and

"website" means our internet presence at **www.ecology.co.uk**.

1.3 If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 24.

2 Membership

2.1 If these Conditions apply to your account you will (except where the account is a deposit account) 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 the case of any inconsistency. Details of what membership means can be found in the Rules of the Society (available from our website or on request) and in the Building Societies Association factsheet *Your Rights as a Building Society Member*, which is available at **www.bsa.org.uk/information/consumer-factsheets/general** or on request.

2.2 We are fully committed to mutuality and independence. To this end, we seek to ensure that those applying for membership of the Society share our environmental and ecological values. We may therefore ask if you are a member of a green organisation before we accept your application.

2.3 Deposit accounts are normally only available to companies, other corporate bodies and charities.

2.4 You have the right to obtain a copy of these Conditions at any time while your account is open. You can do this by writing to us at 7 Belton Road, Silsden, Keighley, West Yorkshire BD20 0EE or by looking on our website **www.ecology.co.uk**.

3 Opening an account

3.1 To open an account with the Society we will need:

- a completed application form
- at least the minimum investment amount for the type of account in the form of a cheque made payable to Ecology Building Society re: your name (if you are opening a Regular Savings account we require a completed Direct Debit mandate)
- to confirm your identity and your address in accordance with the requirements outlined within the *Savings account identification requirements* leaflet

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.

Before opening an account you should read the Conditions in this brochure and the following leaflets:

- *Our range of savings accounts*
- *Savings account identification requirements*
- *Current savings rates and charges*
- *Product specific leaflets (where appropriate)*
- *FSCS Information sheet*
- *Why choose Ecology for your savings?*

3.2 To open and maintain an account at the Ecology you will need to be resident in the UK. If you cease to be resident in the UK, we may have to close your account.

3.3 If you change your mind after your account has been opened, you have 14 calendar days from the date of your welcome letter (unless it is a fixed rate account*) to notify us in writing that you have changed your mind. You do not have to give a reason. If you notify us within this time, we will help you to switch to another of our accounts or (assuming we have received cleared funds) give you all your money back with interest at the rate payable on our Easy Access account. We will ignore any notice period and any extra charges. Your letter should be addressed to Ecology Building Society, 7 Belton Road, Silsden, Keighley, BD20 0EE.

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.

*There is no right to cancel a contract (other than a cash deposit ISA) where the rate or rates of interest payable on the deposit are fixed for a period of time following conclusion of the contract.

3.4 Please note that we can refuse to open an account without giving any reason. There will not be any contract between us until we have opened an account.

4 Account details

4.1 The address that you provide in the application form 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. 'Care of' and PO Box numbers are not acceptable as a registered address but can be used as the correspondence address.

4.2 It is your responsibility to notify us of any change of address. You should also notify us of any change of name, telephone number and email address as soon as possible. All notifications must be in writing and signed in accordance with the account mandate. If you have registered for Ecology Interactive, you can advise of any changes via this facility. If we provide other secure online facilities (e.g. AGM online voting), we may be able to accept certain changes by these methods. For security reasons we cannot accept instructions received by telephone or email.

4.3 You agree to produce evidence of any new name or address, if we ask to see it. If your account has a passbook you must send this to us so that we can note the change of details.

4.4 You agree to provide us with specimen signatures, if we ask for them.

4.5 If you have more than one savings account with us, you must make sure that the registered address we have for you is the same in respect of each account.

4.6 Your account will have a unique number. Please quote this in correspondence with us. You will also need this when paying money in or withdrawing it.

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 specific conditions for that account.

5.2 We can close an account if the amount in it is below the minimum for that account. We will give you at least 30 days' notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum. Instead of closing the account (or during any period when it is below the minimum amount) we may pay a reduced rate of interest.

5.3 The overall maximum holding by any one person in respect of all savings accounts with the Society is £125,000.

6 Paying money into your account

6.1 Unless special conditions apply you can make further deposits into your account by post or bank transfer. For security reasons we will not accept cash deposits and any cash received via the post will be returned to you without liability on our part.

6.2 Cheques should be made payable to Ecology Building Society followed by the name(s) of the account holder(s), with the account number written on the back so it is clear who the money is intended for. On joint accounts cheques can be made payable to either account holder. You should note that cheques normally become out of date after six months.

6.3 You can also make deposits into your savings account by transferring funds direct into our Investors' Deposit account at the Co-operative Bank via Faster Payments or CHAPS. Your bank will need the following details:

- Destination sort code: **08 90 72**
- Destination account number: **70361591**
- Account name: **Ecology Building Society**
- Reference: **quote your 10 digit Ecology account number.**

Investors who have telephone and/or internet banking facilities should also use the above payment details.

If your account number is not quoted the payment will be returned.

6.4 Regular deposits can be made by Direct Debit (form available on our website or on request) or standing order (form available on request).

6.5 Subject to Condition 9, money paid into your account by electronic means will be available for withdrawal immediately after we receive notification from our clearing bank that it has been received. This will normally be not later than the working day after it has been received. Please see Condition 13 regarding cheques.

6.6 The Society will provide, on request and without charge, details of any electronic transfers, which will contain information relating to the payer and, where applicable, the amount of any charges.

7 Interest and your tax obligations

7.1 We pay all savings interest gross, which means that no tax is deducted. It's your responsibility to pay any tax due, based on your individual circumstances. Tax rules may change in future. In certain cases, HM Revenue and Customs is able to require us to disclose information about you and take money from your account to be used towards payment of taxes due but unpaid. We will take this action if we are legally obliged to do so.

7.2 The interest rate that applies to your account is detailed in our *Current savings rates and charges* leaflet. This information is also available on our website or by contacting the office.

7.3 On our accounts we generally:

- calculate interest from the day we receive your deposit. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received by us when we are next open for business on a working day. Interest is calculated on a daily basis and credited to your account on the date as stated in the *Our range of savings accounts* leaflets. If you ask us we will give you a full explanation of how we calculate interest
- calculate interest on a sum withdrawn up to and including the day before we process your withdrawal request
- give you the choice of having your interest added to your account, transferred into another account with us or (subject to a minimum interest payment of £25) paid into your bank account.

However, this may vary depending on the type of account. You should check the special conditions for particular accounts. Details of when interest is payable is contained in the *Our range of savings accounts* leaflets.

7.4 Subject to any special conditions that apply to particular accounts (for example tracker accounts) we can change interest rates as set out in Conditions 7.5 to 7.7 below.

7.5 We may change interest rates at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to respond to changes in the Bank of England Base Rate
- to respond to changes in the law or the decision of a court or ombudsman
- to meet relevant regulatory requirements
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection
- to reflect changes to our costs in providing the account, including administration costs and costs of providing services or facilities
- to introduce or alter 'tiers' of interest where different rates apply depending on the amount in the account.

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

7.6 Where the change is an increase in the interest rate, we will tell you about it within 30 days of the change by letter or by email if you have told us that you want to be contacted in this way.

7.7 Where there is a reduction in the interest rate, we will tell you about it at least 14 days before the change comes into effect. We will give you written notification of the change by letter or by email if you have told us that you want to be contacted in this way.

This does not apply to:

- interest rate tiers applicable to balances below the minimum operating balance for the account (provided we have clearly told you about the minimum balance requirements) or
- fixed rate or tracker accounts

7.8 The notification will be provided at least 14 days before the rate change. You will then have a period of 30 days from the date of the notification during which you may close or switch your account without having to give any period of notice or having to lose any interest or pay additional charges, or

- the notification will be provided at least 14 days plus the period of notice applicable to the account (or 30 days if longer than the notice period) before the rate change. In this case the normal notice period for making withdrawals from or closing the account will apply.

7.9 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.

7.10 The information on our website will be updated within three working days of an interest rate change.

8 Charges

8.1 We may make charges for items in relation to the operation of your account. Details of our charges are in the leaflet *Current savings rates and charges* which was included in your enquiry pack and is also available on our website.

8.2 Charges will be debited to your account. We will notify you before we do this.

8.3 We can change the charges we make where we reasonably believe that the change is appropriate for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to reflect changes to our costs of providing services or facilities, including our administrative costs
- to respond to changes in the law or the decisions of a court or ombudsman
- to meet relevant regulatory requirements
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

Any change we make to our charges will be proportionate to the circumstances giving rise to the change.

8.4 Changes may include the abolition or alteration of existing charges or the introduction of new charges.

8.5 If we introduce or increase a charge relating to the day-to-day running of your account, we will give you at least 30 days' written notice before the charge comes into effect.

8.6 If we give you notice of a change under Condition 8.6 then, at any time up to 30 days after 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.

8.7 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.

8.8 There may be other taxes or costs that are not paid through us or charged by us.

9 Withdrawals

9.1 Unless special conditions apply you can request withdrawals by post and via the Ecology Interactive facility (Interactive terms and conditions apply) on our website. Withdrawal requests will be processed on the day of receipt subject to the special conditions for particular accounts. A *Withdrawal/Notification Form* will be sent to you on opening your account and

after each withdrawal is processed. Forms can also be downloaded from our website. You can withdraw funds from your account by:

- a cheque payable to yourself or a third party, or
- by Faster Payments or CHAPS, subject to Condition 10.

We do not permit withdrawals to be made by standing order or Direct Debit.

9.2 The Society will provide, on request and without charge, details of any payment transaction which will contain information relating to the payee and, where applicable, the amount of any charges for the payment transaction.

9.3 No withdrawal will be allowed:

- if you have insufficient funds in your account to maintain the minimum balance required to keep the account open, or
- from a passbook account if the passbook has not been sent with the withdrawal instruction.

9.4 The Society can only stop a cheque withdrawn from your account if it has been reported lost or stolen, when a replacement cheque with exactly the same details will be issued. A charge may be levied (see the *Current savings rates and charges* leaflet).

9.5 If the withdrawal is made by a cheque in favour of someone other than you we will not stop payment of the cheque unless we have clear evidence of fraud or we have clear evidence that the cheque has been lost, stolen or destroyed. We may require the written consent of that person before we can issue a replacement cheque or re-credit your account.

9.6 We may refuse to allow a withdrawal if we are not satisfied that we have the proper written authority for the withdrawal, in accordance with the instructions that you have given us. A signed *Withdrawal/Notification Form* will be required to make a withdrawal. Alternatively, we will accept a letter signed by the authorised account signatory/signatories, clearly stating the withdrawal instruction.

9.7 We can restrict at any time the amount which can be withdrawn from any account.

We will only do this if:

(a) we reasonably believe that there may be fraudulent activity or other financial crime affecting the account

(b) we are required to do so by any law, regulation or court order

(c) there is a dispute (which we reasonably 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 in the event of a terrorist threat, computer systems failure or strikes), or

(e) circumstances exist which lead us to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of withdrawals).

In the case of (d) and (e) above:

- we will act proportionately to the circumstances in question
- we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you
- we will take into account the interest of the Society's membership as a whole
- we will, if practical, give advance notice, and
- we may consider exceptions to the restrictions if we are reasonably satisfied that extreme hardship would otherwise be caused.

Where restrictions on withdrawals affect accounts generally, we will notify the restrictions by a notice on our website. If the restriction affects your account only, we will write to you to notify you. You can contact us to discuss any restriction by email or telephone.

9.8 Condition 10 contains additional information about withdrawals made by automated or electronic payments.

10 Automated and electronic payments

10.1 If the specific conditions of your account allow, you may make electronic payments from your account by way of:

- Faster Payments (available up to £100,000) or
- CHAPS (a same day service for payments made and received in sterling within the United Kingdom).

Please note Faster Payments withdrawals will be free of charges but that a fee will be incurred for payments made by CHAPS (please refer to our *Tariff of charges*).

10.2 The following Conditions 10.3 to 10.7 relate to Faster Payments.

10.3 A Faster Payments withdrawal request will be processed on the day of receipt provided this is before 4.00 pm. Requests received after this time will be processed on the next working day. You will need to provide us with the payee's account number and sort code, and you may also need to provide a reference for the payee.

10.4 Please note that we will only be able to set up a Faster Payments withdrawal if the payee's account is able to receive Faster Payments.

10.5 We will only make a Faster Payments withdrawal from your account if you have sufficient cleared funds in your account at the time the payment is to be made.

10.6 Provided Conditions 10.3 to 10.5 are satisfied, we will take the money from your account on the date specified (or on the next working day, if the date specified is not a working day). The payment will normally reach the payee's account not later than the working day after we take the money from your account.

10.7 Once the Faster Payments withdrawal instruction has been passed to our bank, the payment cannot be 'stopped'.

10.8 The following Conditions 10.9 to 10.12 relate to CHAPS.

10.9 A CHAPS withdrawal request will be processed on the day of receipt provided this is before 3.00 pm. Requests received after this time will be processed on the next working day. You will need to provide us with the payee's account number and sort code, and you may also need to provide a reference for the payee.

10.10 We will only make a CHAPS withdrawal from your account if you have sufficient cleared funds in your account at the time the payment is to be made.

10.11 Provided Conditions 10.9 and 10.10 are satisfied, we will take the money from your account on the date specified (or on the next working day, if the date specified is not a working day). The payment will normally reach the payee's account the same day.

10.12 Once the CHAPS withdrawal instruction has been passed to our bank, the payment cannot be stopped.

10.13 If you receive a refund on any of the transactions listed above, we will pay the amount of the refund into your account, providing it is still open, when we receive it. If your account has subsequently been closed then we will issue you with a cheque.

11 Unauthorised payment transactions

11.1 To dispute a payment transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible but no later than 13 months from the date the transaction was debited from your account. To notify us of a disputed transaction you should report it to the Savings Team on 01535 650 770 or email **savings@ecology.co.uk**.

11.2 If you notify us of an unauthorised payment transaction, we may investigate the circumstances if, for example, we have reason to suspect fraud or that the payment was in fact authorised, or that you have deliberately or with gross negligence failed to comply with your obligations in relation to any personalised security features relating to your account.

11.3 If we do need to investigate under Condition 11.2, you must co-operate with us and with the police, if we need to involve them.

11.4 If you have acted fraudulently, or you have authorised another person to use your account, you will be liable for all losses incurred as a result of the transaction.

11.5 If you have deliberately or with gross negligence failed to comply with your obligations in relation to any personalised security features relating to your account, you may be liable for all losses relating to transactions up to the date you notify us in accordance with Condition 11.8.

11.6 Subject to Conditions 11.1 to 11.5 inclusive and 12.1, we will refund to your account the amount of an unauthorised transaction.

11.7 If we make a refund and then discover that you did authorise the transaction or are otherwise liable, we may reverse the refund. We will notify you before we do this.

11.8 You must notify us as soon as possible if you become aware of any unauthorised transaction on your account or you suspect that any personalised security features relating to your account have been lost, stolen or liable to misuse.

12 Mistakes, delays and liability for losses

12.1 If we fail to carry out a payment transaction for you correctly in accordance with these Conditions, then we will be liable to you as set out in Condition 12.3, unless

- you did not give us the correct payment details. It is your responsibility to make sure that they are correct. If you provide us with the wrong account number or sort code we will not be liable if the transaction is not carried out or is wrongly carried out. We will use reasonable endeavours to recover any money that has been sent wrongly, but we may charge you any costs we reasonably incur in trying to do this, or

• you fail to notify us when you become aware of the mistake or failure 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.

12.2 We will not be liable to you if we can show that the payee's bank or building society received the correct payment.

12.3 Subject to the other provisions of these Conditions, we are liable for losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments, but our liability will be limited to:

a) the amount of such payment, and

b) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.

12.4 We will not have any liability to you under Condition 12.3 if any of the circumstances mentioned in Condition 12.1 caused the delay or error.

13 Uncleared funds

13.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque seven working days from the date it has been received by us unless we have received notice that it has not been cleared. If the cheque is not cleared then you will have to repay us the amount of the withdrawal to the extent that there is not enough other money in the account to cover it. However we will not take money from your account, or require you to repay us, after this time if the cheque is uncleared unless:

• 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 on the seventh working day from when it was deposited with us.

If a cheque that is deposited with us is not cleared we will write to you to advise you of this.

13.2 For the purposes of Condition 13.1 the day of deposit is the working day that it is received by post, except that if it is received after 4.00 pm, then the day of deposit is the next following working day.

Example:

If a cheque is paid into your account on a Monday, this is the day the funds will start to earn interest and you can be sure that the money is available to you by close of business on the following Tuesday (providing there are no bank holidays in-between times).

14 Closing your account

14.1 You can close your account at any time, subject to special conditions that apply to particular accounts, by completing a *Withdrawal/ Notification Form* with your instructions and ticking the "account closure" box.

14.2 We can close your account at any time without giving any reason but:

• we will give you at least 30 days' written notice, or such a period of notice you would have to give us in order to close your account (or close it without having to lose interest) whichever is the longer

• we will not use this right to repay a fixed term investment before the end of the fixed term, and

• we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.

These Conditions will not apply if:

• you have deliberately given us any false information in relation to your account;

• you were not entitled to open the account

• you do not comply with any of your obligations under these Conditions and do not put this right within a reasonable time of our asking you to do so

• you threaten, or are abusive towards, our staff

• we receive notification that you have been made bankrupt

• we reasonably suspect that the account is being used for an illegal purpose

• the contract between us is void or unenforceable at law, or

• we have a legal obligation to close the account.

14.3 If we close the account, we will send you the balance and interest calculated as detailed in Condition 7.3, by sending you a cheque.

14.4 If we close the account by making a full repayment you will have no further right or interest in the account.

15 Statements

Statements of account are sent annually in January for all accounts except ISAs, which are sent in April each year.

You should check your statement carefully and tell us as soon as possible if an entry seems to be wrong.

16 Joint accounts

16.1 If an account is held in more than one person's name, 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 vote at, meetings). This is subject to 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 You must notify the Society if one of the account holders 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. Under the Rules, accounts cannot be held by holders as tenants in common.

The original account will be closed and the balance transferred to a new account in the name(s) of the surviving account holder(s). The other terms of the account will remain unchanged.

16.4 Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all of them have authorised us to accept the signature of any one of them or (if there are more than two holders) any combination of them. If we have this authorisation, then any of the holders can withdraw all of the money in the account.

16.5 Any authorisation given under Condition 16.4 can be stopped by any account holder. However, we will need three working days' notice to put this into effect.

16.6 If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) require the signatures of all account holders, despite any authorisation that has been given to us previously under Condition 16.4.

16.7 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, even if we know about the relationship breakdown, we will continue to operate the account in accordance with the instructions that you have given us. This may mean that withdrawals and/or closure of the account will be permitted on one signature.

16.8 We may (in accordance with Condition 9.7) freeze the account if we have reason to think that there is a dispute in relation to the money in the account. However, we are not obliged to do so, unless we are ordered to do so by a court.

16.9 Any correspondence relating to the account will be sent to the address of the first-named account holder, unless you instruct us otherwise.

16.10 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.

16.11 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. Further details about the rights and responsibilities of joint account holders are contained in the leaflet 'You and Your Joint Account'. A copy of this is available on request.

17 Trustee accounts

Accounts may be opened by individuals acting as trustees for children or other third parties and we will regard such individuals as the account holders. However, where there are joint trustees, it will normally be necessary for both or all of them to sign for any withdrawals. In other words, it will not be possible for one of them alone to operate the account. Trustees must also be aware that deposits and withdrawals should only be made for the benefit of the child or beneficiary of the account.

18 Unclaimed balances and dormant accounts

18.1 We may close your account if:

• you cannot be traced after reasonable enquiry, and

• 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.

If you contact us at a later date and provide us with satisfactory proof of your identity, we will either open a new account for you and credit that account with the amount of money in the closed account or repay the money to you, in accordance with your wishes, and in either case 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.

Details of the Dormant and Lost Accounts Scheme are available from Lost Savings,

The Building Societies Association, 6th Floor, York House, 23 Kingsway, London WC2B 6UJ, by visiting **www.bsa.org.uk** or you can use the free online service at **www.mylostaccount.org.uk**.

18.2 Condition 18.1 is subject to any rules that may be made under any legislation.

19 Account documents

19.1 On opening your account you may be issued with a passbook, certificate or an opening statement (depending on the type of account you open). In such cases:

- the document will belong to us
- you agree to return it to us for updating, or for any other purpose we reasonably require
- you agree to keep it safe, and to tell us as soon as you discover it is lost or stolen, and
- if we have issued you with a passbook, it must be produced to us before any withdrawal from the account is made.

You should telephone the office at the earliest opportunity to notify us of a lost or stolen passbook.

19.2 We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge.

19.3 You should check all statements, passbook entries and transaction notices carefully. If there is an entry which seems to be wrong you should tell us as soon as possible by reporting it to the Savings Team on 01535 650 770 or emailing **savings@ecology.co.uk** so that we can resolve the matter. Conditions 11 and 12 will apply in relation to liability.

20 Changes in account terms and conditions

20.1 We can change these Conditions and/or Terms on which your account is held if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those which are expected to apply in the near future):

- to respond to changes in the law or the decisions of a court or ombudsman
- to meet relevant regulatory requirements
- to make the terms clearer or fairer
- to provide you with extra benefits or services
- to respond to new statements or codes of practice or industry guidance designed to enhance consumer protection.

20.2 Any change we make under Condition 20.1 will be proportionate to the circumstances giving rise to the change.

20.3 A change which is not to your disadvantage may be made immediately and without prior notice. We will tell you about the change within 30 days.

20.4 A change which is to your disadvantage will be effective only after at least 30 days' written notice is given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal requirement).

20.5 If we give you notice of a change under Condition 20.4, then 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 interest or pay 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.

20.6 Notices under Condition 20.4 will be sent by individual letter or by email if you have told us that you want to be contacted in this way. Notices under Condition 20.3 may be given in this way, or instead be given by general notice on our website.

20.7 Condition 20 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.

20.8 If we have made a major change or a lot of minor changes in any one year, we will give you a copy of the new Terms and Conditions or a summary of the changes and tell you where you can find a full copy.

21 Notices

21.1 You will be taken to have received any letter or email or other personal notification 72 hours after we have sent it to you.

21.2 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 original notice.

22 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 abnormal and unforeseeable circumstances such as strikes, power failures or other causes beyond our control or as a result of our having to comply with any law.

23 Set off

23.1 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.

23.2 If we propose to use our right of set off in relation to your account we will contact you at least 14 days beforehand to tell you this.

23.3 If we use our right of set off in relation to your account we will contact you promptly to tell you that we have done so.

23.4 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.

24 Companies

24.1 If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. We will require evidence of identity and address for the officers. The *Savings account identification requirements* leaflet provides further details.

24.2 Accounts in respect of unincorporated organisations, such as partnerships and clubs, cannot be held in the name of the organisation. Accounts must be held in the name(s) of individuals on behalf of the organisation. Your attention is drawn to Condition 16 if there are joint holders.

24.3 If you are a limited company or other type of corporation, or an unincorporated association, then you must provide us with such information regarding your business and/or your constitution as we may reasonably request from time to time.

25 Law

These Conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of relations with you prior to the conclusion of any contract between us.

26 Language

All communications between you and us will be in English.

27 Currency

The Society only handles sterling currency transactions.

28 Data protection and confidentiality

28.1 Details of your financial affairs are strictly confidential. Information about you or your account is only disclosed to outside parties –

- if you give your consent; or
- we require a third party to provide a service in connection with the operation of your account or membership on our behalf; or
- we require a third party to conduct research or analysis on our behalf; or
- when the law requires or allows us to do so.

28.2 Personal data about customers may be held on computer. Under the Data Protection Act 1998 you have a right to ask us for a copy of the personal details we hold in our computer records and customer filing systems and to change anything that is incorrect.

28.3 Data held by us about you will be kept while you are a customer and may be held after your relationship with us as a customer has ceased. You can always let us know if information we hold about you has changed, so that we can make sure it is updated.

28.4 More details of the information we hold about you, and what we use it for, are contained in the application form.

28.5 We will treat all your personal information as private and confidential (even when you are no longer a customer). We will not give your details to anyone unless -

- we have to give the information by law; or
- there is a duty to the public to disclose it; or
- you request us to disclose it, or we have your permission to do so; or
- our interests require us to give the information (for example, to prevent fraud). We will not use this as a reason for giving information for marketing purposes.

28.6 For your added security and to help us improve our service, telephone calls may be recorded and the recording kept secure.

Further information

(this does not form part of the Conditions)

Power of attorney

There may be circumstances where you wish to nominate a third party to operate your account, e.g. power of attorney. There are specific requirements for doing this; the Savings Team will be pleased to discuss the arrangements with you.

Death

We appreciate that if an account holder dies it can be a traumatic time, but we should be contacted as soon as possible. If a sole account holder dies, the personal representative may close the account (after producing a grant of probate or providing such other evidence of their authority as we may require) and transfer the balance together with any interest earned to the person(s) entitled to receive the same.

If a joint account holder dies, the account will be closed but the balance will be transferred to a new account in the name(s) of the surviving account holder(s) unless otherwise instructed by the survivor(s). Please refer to Condition 16.3

Financial Services Compensation Scheme

Your eligible deposits with Ecology Building Society are protected up to a total of £85,000 by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. Any deposits you hold above the limit are unlikely to be covered. 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).

For further information about the compensation provided by the FSCS (including the amounts covered and eligibility to claim) please refer to their website **www.fscs.org.uk** or call the FSCS on 020 7741 4100 or 0800 678 1100.

Solving problems

Our aim is to provide a high standard of service to all our customers. However, occasionally things can go wrong. When this happens, we want to put matters right as quickly as possible. If you do have a complaint about any aspect of the service you have received, please contact us straightaway. We have an established complaints procedure, a copy of which is available on request. This explains how we will try to resolve your complaint and how, if you are still not satisfied, you can ask for it to be investigated impartially by the Financial Ombudsman Service whose address is: Exchange Tower, London, E14 9SR or you can visit their website **www.financial-ombudsman.org.uk**

Superseded accounts

If your savings account (not being a fixed rate account) is superseded because we no longer open new accounts of that type or actively promote them, we will either keep the interest rate on your superseded account at the same level as an account with similar features from our current range, or switch it to an account with similar features from our current range.

If there is no account with similar features, we will contact you within 30 days of your account being superseded, to tell you that this has happened, give you details about our other accounts and help you switch to one of these accounts without any notice period and without any extra charges.

Payment accounts

The Society does not have any accounts that are deemed to be payment accounts for the purposes of the Payment Services Regulations 2009.

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