

Saving with Ecology

General Savings Terms and Conditions

Effective from 15 January 2025



Building a greener society

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1. Saving with us

Our personal savings accounts are designed to help individuals with their savings aims. They are not to be used for daily banking or business activity.

Our deposit savings accounts are no longer on sale. For existing customers, they are only designed for sole traders, partnerships, clubs, charities and companies.

Please check that you have selected the right type of account for your needs. If you are using your savings account as a daily banking account or to run a business, we can close your account with us.

2. Your agreement with us

- 2.1. This document sets out general terms and conditions under which we will operate your savings account (referred to as “the Conditions”).
- 2.2. Your Agreement with us is also made up of the following documents, that you should read before opening your account:
 - *your Account Application*;
 - *Current Savings Rates and Charges document*; and
 - *your Product Conditions* for the account you hold with us(the ‘Agreement’) between the Society and you for your savings account.
- 2.3. Where you use our Digital Service(s), the *Digital Service: Terms and Conditions* will also form part of the Agreement. If there is any conflict or inconsistency between these documents, the relevant Product Conditions will take priority over anything else.
- 2.4. In these Conditions:
 - “the Society”, “we”, “us” and “our” refer to Ecology Building Society, and include our successors and anyone to whom we transfer our rights in respect of an account;
 - “you” and “your” refer to holders of savings accounts, including your personal representatives;
 - “working day” means a day other than Saturday, Sunday or bank holiday in England and Wales;
 - “linked account” means a bank account you have specified that you would like us to use when making a request to transfer funds in to or out of your account via our Digital Service. The account that you specify must be held with a UK bank or building society; capable of receiving Faster Payments and CHAPS; and you must be named as the account holder; and
 - “website” means our internet presence at **ecology.co.uk**.
- 2.5. If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 3.2 for additional requirements which apply as well as the rest of these Conditions.
- 2.6. If you would like another copy of your Agreement or these Terms and Conditions, or you would like them in another format, please get in touch with us. For the ways you can get in touch, please refer to the ‘How to contact us’ section on the final page of these Conditions.

3. Membership

A copy of our Rules, documents and Terms and Conditions are available on request or from our website.

- 3.1. If these Conditions apply to your account, you will (except where the account is a deposit account) be a Member of the Society. That means our Rules will apply. However, if these Conditions or any other conditions relating to your account are inconsistent with our Rules, they will override our Rules.
- 3.2. Deposit account holders like sole traders, partnerships, clubs, charities and companies are not Members of the Society but they are subject to some of our Rules.

4. Opening an account

Our Savings Account Identification Requirements document sets out the proof of identity that we need from you and the searches we undertake to check who you are.

- 4.1. We are required by law to confirm your identity and address before we open an account for you and, by submitting your application, you acknowledge that we may make any enquiries we consider necessary to satisfy our legal obligations. You can also find more details set out in our customer Privacy Notice.
- 4.2. If we receive money without satisfactory evidence of identity and/or address, then we may return the money (without interest) and/or retain it pending instructions from any relevant authority.
- 4.3. You will need to satisfy any requirements in the relevant Product Conditions regarding eligibility for the account (for example, minimum age, UK resident etc.) before we can complete the application process.
- 4.4. To open an account at the Ecology, you will need to be resident in the UK. If you or a joint account holder cease to be resident in the UK, we may close your account and/or restrict you from making further deposits.
- 4.5. We can refuse to open an account without being required to give you a reason. There will not be any contract between us until your account is opened and funds paid in.

5. Changing your mind

- 5.1. You can change your mind by notifying us within 14 calendar days from the date of your welcome email, letter or notification to tell us that you have changed your mind. You do not have to give a reason. We will then help you to switch to another of our accounts or give you all your money back with interest at the rate payable on your account. We will ignore any notice period and any extra charges.
- 5.2. If you do not exercise your right to change your mind, our contract with you will stay in place.

6. Personal details

- 6.1. The postal address and email address that each customer provides in applying for the account will be the registered address and registered email address that we use when contacting each account holder about their account. Postal addresses must be a residential address. 'Care of' and PO Box numbers are not acceptable as a registered address but can be used as the correspondence address.
- 6.2. It is your responsibility to tell us of any change of address, change of name, telephone number and email address as soon as possible. We have FAQs on our website to help you understand the process. If you have registered for our Digital Service, you can login in and advise of a change of address, telephone number or email address. We may also be able to accept some of these changes via telephone, in this instance please contact us and we will advise you how to proceed. Written notifications using the Change of Details Form can also be accepted if you operate your account through the post.
- 6.3. You agree to produce evidence of any new name or address if we ask to see it. If you are changing your name you will need to provide details by sending us an original or original certified copy of your Marriage Certificate, change of name by Deed Poll or other legal document confirming the change.
- 6.4. You agree to provide us with specimen signatures, if we ask for them.

7. Minimum and maximum account balances

- 7.1. The overall maximum holding by any one person in respect of all savings accounts with the Society is £500,000 and £1,000,000 where the account is in joint names. The minimum and maximum amounts that can be held in any account are set out in the relevant Product Conditions.
- 7.2. We can close an account if the amount in it is below the minimum balance. We will give you at least two months' 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.

8. Paying money into your account

- 8.1. The following conditions will apply unless your Product Conditions state otherwise.
- 8.2. You can make deposits into your savings account by transferring funds by Faster Payment, CHAPS or Standing Order from a linked account in your name. Your welcome email or letter contains the details for making the payment. If your savings account number is not quoted as the reference the payment will be returned.
- 8.3. When we receive the following electronic payments, the money will be available to use and interest will be payable at the following times:

Payment type in £ sterling	Payment can be made	Payment shows in your account	Money available to use	Money earning interest
Standing order / scheduled payment	weekdays	next working day	next working day	same day
Faster Payment	24 hours a day, any day	next working day	next working day	same day
CHAPS	weekdays	next working day	next working day	same day

To learn more about earning interest please read Condition 10.

- 8.4. You can make further deposits into your account by bank transfer. Regular deposits can be made by standing order. 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. We no longer accept cheques or Direct Debits. We no longer accept payments that are not from your linked account.
- 8.5. We may refuse or stop accepting additional deposits into your account. We may do this if we reasonably believe:
- there may be fraudulent activity or other financial crime affecting your account;
 - we are required to do so by any law, regulation or court order;
 - you have not given us evidence of your identity, if we have asked for this;
 - you exceed the maximum balance of your account or maximum holdings with us;
 - the amount it costs us to operate your account changes (including changes in interest rates generally) or we have good reason to think it will change.
- 8.6. If a bank or building society tells us that they have made a payment into your account by mistake, we can take it out of your account and give it back to the bank or building society. We may share your name and contact address with the bank or building society. If we have to do this, we'll consider all of the information and act responsibly. We don't have to tell you before we send the money back but we will always tell you what has happened. If you think there has been a mistake you can contact us.

9. Taxation and your information

- 9.1. Interest will be paid to you without deduction of tax (this is also known as 'gross'). It is 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 can 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.
- 9.2. If you are a resident for tax purposes anywhere other than in the UK, or if you are a US Person (which includes US citizens (even if residing outside the US) or resident individuals), you will not be able to open an account with the Society.
- 9.3. For information about how we use personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full Privacy Notice provided on our website ecology.co.uk/homepage/privacy-notice. You will always be able to view our Privacy Notice on our website, however, if you would like to receive a paper copy, please contact our Member Services Team and we will put one in the post for you.

10. Interest

- 10.1. The interest rate that applies to your account as part of the Agreement is detailed in our *Current Savings Rates and Charges* document. You can check the interest rate on your account when logged into our Digital platforms. The information is also available on our website, by calling us or by contacting Member Services.
- 10.2. On our accounts we generally:
- (a) calculate interest from the day funds are credited to your account. Any electronic payments received by us after 8pm on a working day or on a non-working day will be treated as having been received by us on the next working day. Interest is calculated on a daily basis and credited to your account on the date as stated in the Product Conditions. If you ask us we will give you a full explanation of how we calculate interest;
 - (b) calculate interest on a sum withdrawn up to and including the day before we process your withdrawal request; and
 - (c) 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 linked account.
- However, this may vary depending on the type of account. You should check the relevant Product Conditions. Details of when interest is payable is contained in the Product Conditions.
- 10.3. Subject to any relevant Product Conditions (for example, if the interest rate on the account is a fixed rate) we can change interest rates as set out in the rest of this Condition 10.
- 10.4. We may change interest rates on accounts which are not tracker accounts or fixed rate accounts 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):
- (a) to respond to changes in the Bank of England Base Rate;
 - (b) to respond to changes in mortgage interest rates or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
 - (c) to enable us to manage the difference between the interest rates charged to our borrowers and interest rates paid to our investors, or the providers of funds to us, taking into account the interests of the Society, our Members, and your rights and interests as an account holder;
 - (d) to respond to changes in the law or the decision of a court or ombudsman;
 - (e) to meet relevant regulatory requirements;
 - (f) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
 - (g) to reflect changes to our costs in providing the account, including administration costs and costs of providing services or facilities;
 - (h) to introduce or alter 'tiers' of interest where different rates apply depending on the amount in the account.
- Where we make any such change, we will act reasonably and we will only make the change if we believe it is fair in the circumstances. Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.
- 10.5. Where the change is an increase in the interest rate, we will tell you about it as soon as possible following the increase on our website.
- 10.6. Where there is a reduction in the interest rate, if you have more than £100 in your account we will tell you about the change by letter, by email if you have told us that you want to be contacted in this way, or other personal notice (including SMS and push notification), explaining the change in rate, the new rate and effective date of the change. 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).
- 10.7. Where there is less than £100 in your account, we will tell you about a decrease in your interest rate by placing a notice on our website.
- 10.8. For interest rate reductions, the notification will be provided as follows:

We will notify you 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 to another of our accounts which you are eligible for without having to give any period of notice or having to lose any interest or pay additional charges.

- 10.9. If your account is a tracker account (as explained in the relevant Product Conditions), the interest rate will increase or decrease immediately in line with any increase or decrease in the rate which is being tracked. We will tell you about any reductions to the interest rate by email or letter if you have told us that you want to be contacted in this way, or by other personal notice. Where the change is an increase in the interest rate, we will tell you about it as soon as possible on our website.
- 10.10. The information on our website will be updated within three working days of an interest rate change.

11. Charges

- 11.1. We may make charges for items in relation to the operation of your account. Details of our charges are in the *Current Savings Rates and Charges* document you read at account opening and is also available on our website.
- 11.2. Charges will be taken from your account balance where appropriate. We will notify you before we do this.
- 11.3. We can reduce or abolish a charge for any reason at any time. We can only increase a charge or introduce a new one if 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):
- (a) to reflect reasonably incurred changes to our costs of providing services or facilities, including our administrative costs and/or changes to the type of services we provide;
 - (b) to respond to changes in the law or the decisions of a court or ombudsman;
 - (c) to meet relevant regulatory requirements;
 - (d) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

Where we make any such change, we will act reasonably and we will only make the change if we believe it is fair in the circumstances. Any change we make to our charges will be proportionate to the circumstances giving rise to the change.

- 11.4. If we introduce or increase a charge relating to the operational running of your account, other than a change which relates to electronic withdrawals, we will give you at least 30 days' written notice before the charge comes into effect. Where the charge does not relate to the operational running of your account, we will tell you about the change on our website at least 30 days before the change takes effect.
- 11.5. If we give you notice of a change under Condition 11.4 then, at any time up to 30 days after the date of the notice, you have the right to switch the account to another of our accounts which you are eligible for or close it without having to lose any interest or pay any additional charges.
- 11.6. Where we make a change to existing charges, or introduce new charges, in respect of electronic withdrawals from your account, we will give you at least two months' written notice before the change comes into effect. At any time up to the date the change comes into effect, you have the right to switch the account to another of our accounts which you are eligible for or close it without having to lose any interest or pay any additional charges.
- 11.7. If you do not notify us that you object to such a change before the date on which it comes into effect, you will be deemed to have accepted it.
- 11.8. There may be other taxes or costs that are not paid through us or charged by us.

12. Withdrawals

- 12.1. Unless the relevant Product Conditions or the Digital Service Terms and Conditions say otherwise, you can request withdrawals via our Digital Service (terms and conditions apply). You will give your consent to a withdrawal by doing one of the following:
- (a) making a transfer request to your linked account via our Digital Service;

- (b) by telephone to your linked account;
- (c) by transfer to another account you hold with us; or
- (d) if you operate your account by post, giving us a completed *Withdrawal/Notification Form*, signed in accordance with your account mandate, and sending it to us by post. *Withdrawal/Notification Forms* can be downloaded from our website or you can request a paper copy from us.

12.2. Depending on the terms set out in the relevant Product Conditions, you can withdraw funds from your account by:

- (a) Faster Payments or CHAPS (a same day service for payments made and received in sterling within the United Kingdom) to your linked account; or
- (b) internal transfer to another account that you (or in the case of joint account holders, at least one of you) hold with the Society;

We do not allow withdrawals to be made in cash, by cheque, standing order or Direct Debit.

12.3. In the case of Faster Payments and CHAPS:

- (a) In order for us to make the payment, the payment must be to your linked account.
- (b) once the payment instruction has been passed to our bank, the payment cannot be amended or cancelled; and
- (c) subject to the remaining conditions in this Condition 12 and Condition 15, funds will be paid to the account selected by you within one working day of the date on which we treat as having received your payment instruction, provided it is a working day. If it is a non-working day, we will make the payment on the next working day.

12.4. Faster Payment withdrawals will be free of charge but a fee will be incurred for payments made by CHAPS (please refer to our *Current Savings Rates and Charges document*). If Faster Payments are not possible (for example, because the amount transferred is above the limit for Faster Payments, or because your linked account cannot receive Faster Payments), the payment may have to be made by CHAPS and this will incur a charge. We will contact you for your agreement before making the payment.

12.5. Faster Payment and CHAPS withdrawal requests will be treated as received by us on the day of receipt provided this is before 2:30pm. Requests received after this time, or on a day that is not a working day, will be treated as received on the next working day.

12.6. If you receive a refund on any of the transactions above, we will pay the amount of the refund into your account, providing it is still open, when we receive it. If your account with us has been closed then we will contact you to confirm where the funds should be sent. If we have not been in contact for some time then we may need to trace you.

12.7. 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 authority for the withdrawal;
- (b) we have asked for evidence of your identity and you have not provided this when requested (for example, you cannot answer our security questions to confirm who you are);
- (c) we need to carry out further checks in order to comply with our regulatory or legal requirements;
- (d) we reasonably believe that there may be fraudulent activity or other financial crime affecting your account;
- (e) we are required to do so by any law, regulation or court order;
- (f) there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
- (g) we reasonably believe that processing the payment would breach the requirements of these Conditions and the relevant Product Conditions;
- (h) there are not enough cleared funds in the account to make the payment and/or to cover any charge for making the payment, or the amount of the payment (and any charge) would reduce the account balance below the minimum balance of the account;

- (i) you are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or insolvency, or you have entered into a voluntary agreement with your creditors;
- (j) the terms of the payee's account stop us completing the transaction, or the payee's account is unable to receive payments of that type (such as Faster Payments);
- (k) we intend to exercise our right of set-off under Condition 25;
- (l) you are seeking to make a payment using our Digital Service, and we have suspended access under Condition 21 or have terminated your use of that service under the Digital Service Terms and Conditions.

12.8. Provided it would not be unlawful for us to do so:

- (a) we will notify you of the refusal either 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 12.3(c). If for any reason we are unable to notify you before we refuse to carry out a transaction, we will do so immediately afterwards;
- (b) we will explain our reasons for refusal, if possible; and
- (c) we will (where relevant) explain the procedure for correcting any factual errors that led to the refusal.

12.9. We may also refuse to allow a withdrawal, or restrict the amount that can be withdrawn, for the following reasons:

- (a) if the withdrawal date is in the future, for example, you try to instruct a withdrawal today for a payment in 2 weeks' time;
- (b) due to circumstances beyond our reasonable control, as explained in Condition 15; or
- (c) 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 either of these cases:

- (i) we will act proportionately to the circumstances in question;
- (ii) we will notify you of the restrictions by a notice on our website;
- (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 interest 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 extreme hardship would otherwise be caused.

13. Unauthorised or scam payment transactions

- 13.1. To dispute a payment transaction that you do not recognise, or you do not believe 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**.
- 13.2. If you tell us about an unauthorised payment transaction, 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 with the police, if we need to involve them.
- 13.3. If we 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 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 tell you 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 withdrawal not taken place. This means we will also reimburse you for any interest and charges you have incurred because of the unauthorised withdrawal.

- 13.4. Subject to Conditions 13.5 to 13.9, where any loss resulting from an unauthorised withdrawal arises from the unauthorised use of any security details (such as the details you use to access our Digital Service), you will be liable for up to a maximum of £35 of that loss.
- 13.5. You will be liable for all losses arising where you have acted fraudulently, and no limit will apply to your liability.
- 13.6. Where losses arise because of you deliberately or with gross negligence failing to comply with any of the requirements to keep your security details safe, your liability will not be limited to £35. You will be liable for all losses arising, subject to Condition 13.7.
- 13.7. 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 details;
 - (c) where we have not provided you with a notification process for reporting the loss or theft of or the compromise of any security details;
 - (d) where insufficient levels of security checks required by relevant laws or regulations, were made relating to the payment.
- 13.8. You will not be liable for any losses arising where the loss was caused by something we (including any employee or agent of ours) did or failed to do.
- 13.9. Except where we suspect that you have been involved in fraudulent behaviour 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 13.3. 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 working day after you inform us of the unauthorised withdrawal.
- 13.10. 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.
- 13.11. 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. You may be entitled to a refund. To get a refund you must tell us about the unauthorised payment within 13 months of it being taken from your account.

What Happened?	Will we refund you?
You acted fraudulently.	We won't refund you in any circumstances.
<p>You have:</p> <ul style="list-style-type: none"> (a) been 'grossly negligent' with your device or security details; or (b) deliberately failed to keep them secure. <p>! 'Gross negligence' would include not keeping your online password secret.</p>	<p>We usually won't refund any payments made before you tell us that you're concerned about the security of your account. We will refund payments made before you tell us you are concerned about the security of your account if:</p> <ul style="list-style-type: none"> (a) your payment details were used to buy something at a distance (for example by phone or online); (b) we have failed to provide a way to report; (c) concern over the security of your account; or (d) we have failed to require two separate forms of security checks when we should have done.
You have been the victim of an Authorised Payment Scam, with the final payment coming from your Ecology account.	<p>We'll refund you as per the Faster Payments Scheme reimbursement rules.</p> <p>We will not refund you if you have been grossly negligent, such as by ignoring risk warnings.</p>
In any other situation where an unauthorised payment was taken from your account.	We'll refund you.

- 13.12. If we refund you, you'll receive the payment by the end of the working day after you told us about the unauthorised payment. We may take longer to refund you if we reasonably suspect fraud.
- 13.13. If we refund you, we'll also repay any charges we applied because of the unauthorised payment. We'll also pay any interest that we should have paid on the amount.

14. Mistakes, delays and liability for losses

- 14.1. If we fail to process a payment transaction, fail to process it on time, or process it incorrectly, then we will be liable to you as set out in Condition 14.2. However, we will not be liable to you in any of the following situations:
- (a) where you did not give us the correct payment details, as set out in Condition 12.3(a). It is your responsibility to make sure that they are correct. If you provide us with the incorrect payment details, we will not be liable if the transaction is not carried out or is incorrectly carried out. In this case, we will use reasonable endeavours to recover any money that has been sent incorrectly, but we may charge you any costs we reasonably incur in trying to do this. 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;
 - (c) where we can show that the payee's bank or building society received the correct payment and payee's details on time;
 - (d) where we had reasonable grounds to delay processing your instructions under Condition 12.7; or
 - (e) where it was not possible for us to process your instruction due to circumstances beyond our reasonable control, as explained in Condition 15.
- 14.2. 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 must pay directly as a result of such delay or error.

We will refund the amount of your loss arising from the mistake or delay without undue delay.

15. Matters beyond our control

We will not be liable to you if we are unable to provide any service in connection with your account, or for any act or omission on our part in providing any such service, as a result of:

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

16. Closing your account

- 16.1. You can close your account at any time, subject to terms explained in the relevant Product Conditions via our Digital Service or by completing a *Withdrawal/Notification Form*, which is available to download from our website or you can request a paper copy from us.
- 16.2. We can close your account at any time without giving any reason but:
- (a) we will give you at least two months' 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;
 - (b) we will not use this right to repay a fixed term investment before the end of the fixed term; and
 - (c) 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:

- (i) you have deliberately given us any false information in relation to your account;
- (ii) you were not entitled to open the account;
- (iii) 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;
- (iv) you threaten, or are abusive towards, our staff;
- (v) we receive notification that you are subject to a bankruptcy, liquidation, receivership or administration order, or some other order relating to your bankruptcy or insolvency, or you have entered into a voluntary agreement with your creditors;
- (vi) we reasonably suspect that the account is being used for an illegal purpose;
- (vii) the contract between us is void or unenforceable by law; or
- (viii) we have a legal obligation to close the account.

16.3. If we close the account, we will send you the balance and interest calculated as detailed in Condition 10.2.

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

17. Statements

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

17.2. You should check all statements carefully. If you notice anything wrong or strange, contact Member Services straight away.

18. Joint accounts

18.1. 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 attend and vote at, meetings). This is subject to rights given to other holders by any legislation.

18.2. 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.

18.3. You must tell the Society if one of the account holders dies. Once we have been provided with a copy of the Death Certificate, we will treat the surviving holder(s) as being entitled to the account. We do not accept accounts on any other basis. Under the Rules, joint accounts cannot be held by holders as tenants in common.

18.4. To be able to use our Digital Service, your savings account must be set up so that any one of you can authorise withdrawals. Our Digital Service's Transfers and Withdrawals facility is not available if two or more of you are required to authorise withdrawals.

18.5. Any authorisation given under Condition 18.4 can be stopped by any account holder. However, we will need three working days' notice to put this into effect.

18.6. If we have reason to believe 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 18.4.

18.7. If there is a relationship between the account holders that ends, 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.

18.8. We may 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, or it is required to fulfil our legal or regulatory obligations.

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

18.10. 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.

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.

19. Trustee accounts

If allowed by Product Conditions, 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. This means that Trustees must act together 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.

20. Unclaimed balances and dormant accounts

20.1. We may close your account if:

- (a) you cannot be traced after reasonable enquiry, and
- (b) for a period of 15 years (or three years if the amount in your account is less than £100) no money is paid into or withdrawn from your account.

20.2. 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.

20.3. We may take part in the unclaimed assets scheme under the Dormant Bank and Building Society Accounts Act. If there has been no transactions on your account for 15 years (or other period specified by Law in the UK), we may transfer any money in your account to the unclaimed assets scheme. You'll still have the right to your money and you can contact us at any time for information about how to get your money back.

21. Account documents, use of the Digital Service and security

21.1. Where you use our Digital Service, you must take reasonable steps to keep your security details (such as your password and memorable information) secure at all times. This includes taking reasonable steps to comply with any instructions set out in the *Digital Service: Terms and Conditions*, and any other instructions or guidance regarding security that we publish from time to time (for example, on the website).

21.2. If you think that someone else might know your security details or you suspect someone has accessed your account without permission, **please tell us as soon as possible** on **01535 650 770**.

21.3. We can suspend or limit access to our Digital Service, where:

- (a) we have been informed that your security details have not been kept safe;
- (b) we believe (or have been told) that someone has accessed our Digital Service fraudulently or without authorisation;
- (c) we have concerns about the security of your information and/or our systems;
- (d) we believe it is appropriate to protect your account;
- (e) a restriction applies to your account (for example, if there is a dispute between account holders that means the account can't be used until the dispute is resolved);
- (f) you're no longer resident in the UK and we cannot operate your account in the same way; or
- (g) we are obliged to do so because of our legal or regulatory obligations.

21.4. Where we suspend access to our Digital Service:

- (a) we will attempt to inform you in advance, and we will explain our reasons for doing so. If we cannot inform you in advance, we will inform you as soon as possible afterwards. However, we are not obliged to inform you where doing so would compromise our reasonable security measures or would be unlawful; and
 - (b) we will restore access to our Digital Service and issue new security details to you in order to access our Digital Service as soon as possible after the reason for us suspending, cancelling or limiting access or use has stopped.
- 21.5. If we suspect or detect fraud or security threats in relation to your account, we will call you using the contact details we hold for you. We will not share any information with you until we have confirmed to our satisfaction that you are the account holder (or one of them).

22. Changes in account terms and conditions

- 22.1. We can change the terms and conditions of the Agreement 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 soon):
- (a) to respond to changes in the law or the decisions of a court or ombudsman;
 - (b) to meet relevant regulatory requirements;
 - (c) to make the terms clearer or fairer;
 - (d) to provide you with extra benefits or services;
 - (e) to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.
- 22.2. Where we make any such change, we will act reasonably and we will only make the change if we believe it is fair in the circumstances. Any change we make under Condition 22.1 will be proportionate to the circumstances giving rise to the change.
- 22.3. We can also change these terms and conditions for any valid reason (other than a reason mentioned above) where we reasonably believe the change is fair in the circumstances, taking into account the interests of our business, the interests of our Members as a whole, and your rights and interests as an account holder. Any such change we make will be proportionate to the circumstances giving rise to the change.
- 22.4. We can make changes as follows:

Changes we can make?	Will we tell you before we make the change?	How will we tell you about this change?	Can you close your account without charge as a result of the change?
We change the terms and conditions which deal with the way electronic payments can be made into or out of your account.	Yes, at least 2 months before the change comes into effect.	Letter or email, depending on how you have told us that you want to be contacted.	Yes, at any time up to the date the change comes into effect.
We change the terms and conditions (other than those to do with electronic payments) and it disadvantages you.	Yes, at least 30 days before implementing the change (except if not possible, for example where the change is to comply with legal requirements.)	Letter or email, depending on how you have told us that you want to be contacted.	Yes, within 2 months from the date of the notification.
We change the terms and conditions (other than those to do with electronic payments) and it doesn't disadvantage you.	No, we may make the change immediately and without prior notice. We will tell you about the change within 30 days of making it.	On our website.	Yes, subject to the relevant Product Conditions.

- 22.5. 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, for example on the website or by contacting us for a paper copy.

- 22.6. 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.
- 22.7. This Condition 22 does not apply to changes to interest rates or charges, which are dealt with in Conditions 10 and 11. This Condition does however include changes to Conditions 10 and 11 themselves.

23. Superseded accounts

- 23.1. If your savings account is superseded because we no longer open new accounts of that type or actively promote them, we may switch it to an account with similar features. If we switch your account we will follow the notice periods in Condition 22.4.
- 23.2. 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 which you are eligible for and help you switch to one of these accounts without any notice period and without any extra charges.

24. Notices

- 24.1. You will be taken to have received any letter or email or other personal notification 72 hours after we have sent it to you.
- 24.2. 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.

25. Our right of set off

- 25.1. 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.
- 25.2. 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:
- (a) the money is needed to meet your essential living expenses or payments due in respect of:
 - mortgage or rental payments on your home;
 - essential goods or services (such as payments due in respect of your cooker or refrigerator or your means to travel to work);
 - utilities (water, gas or electricity); or
 - court orders or legislation (for example, council tax, child support maintenance or court fines);
 - (b) you are holding the money on behalf of someone else;
 - (c) 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.
- 25.3. 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. We may during this 14 day period not allow any withdrawals from your account.
- 25.4. 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.
- 25.5. Once we have used our right of set off in relation to money in your account, that money will stop being yours and you will not earn any interest on it.

26. Bereavement

- 26.1. We appreciate that if an account holder dies it can be a traumatic time. We try to operate a “tell us once” policy so that you don’t have to keep repeating information at a difficult time. The sooner we are told about a death the sooner we can protect the savings account.
- 26.2. If a sole account holder dies, the personal representative may close the account (after producing a Grant of Probate, Confirmation 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 money.

27. Powers of attorney and third party operating your account

- 27.1. Another person may operate your account(s) on your behalf if we are satisfied that they have the appropriate authority to do so. We may let this happen where:
- you have granted Power of Attorney
 - there is a court order, for example, a Deputy Order from the Court of Protection in England and Wales, or Guardianship from a Scottish court
 - you have signed a Third Party Mandate form
 - you cannot make decisions due to illness
- 27.2. When an application is made to operate your account(s) we will explain the documents that we need to see before allowing this.
- 27.3. We may need the person operating your account(s) to give us an indemnity against all claims which may be made in relation to money taken out of your account.

28. Companies and other businesses

- 28.1. 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 document provides further details. References in these Conditions to “you” or “your” in a context which indicate an individual person rather than a corporation will instead mean the authorised officer where appropriate.
- 28.2. Accounts in respect of unincorporated organisations, such as partnerships and clubs, may be recorded on our system as being held in the name of the organisation but the legal relationship will be with the named individuals on behalf of the organisation. Your attention is drawn to Condition 18 if there are joint holders.
- 28.3. 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 (such as your beneficial owners) and/or your constitution as we may reasonably request from time to time.

29. Making a complaint

If we've made a mistake or you're not happy with our service, please let us know. We want to put things right as soon as we can.

- 29.1. You can make a complaint by email, post or phone. The complaints procedure on our website sets out the most up to date contact details.
- 29.2. If you're not happy with our final response to your complaint, you may have the right to ask the Financial Ombudsman Service to look at it. You can write to: Exchange Tower, London E14 9SR or you can visit their website www.financial-ombudsman.org.uk.

30. Law

English law applies to these conditions. If you live in Scotland, Scots law applies. If you live in Northern Ireland, Northern Irish law applies. If there's a dispute between us, you can take legal action against us in any UK court.

31. Language

All communications between you and us will be in English.

32. Currency

The Society only handles sterling currency transactions.

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 Member Services Team. Our colleagues will be happy to answer your questions.

This page sets out some helpful information along with the Conditions.

Who we are regulated by

We're authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. We're entered on the Financial Services Register and our firm reference number is 162090.

Financial Services Compensation Scheme

We're a member of the FSCS and our savings accounts are covered by the Financial Services Compensation Scheme (FSCS). FSCS can pay compensation to customers if they're eligible and a bank or building society is unable to pay a claim against it, usually if the bank or building society stops trading or is insolvent. Compensation limits apply depending on the type of claim. Please read the depositor information sheet provided at account opening or visit **fscs.org.uk** to find out more.

How to contact us

You can contact us by:

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

Our normal business hours are 9.00 am to 5.00 pm Monday to Friday (except Tuesdays when we're open 10am to 5pm). We're closed on bank holidays.

Any changes to these operating hours will be notified through updates on our website and messages on our telephone answering service. Outside these hours, you can leave us a message by email, through the Digital Service (if registered), or via our telephone answering service.



T 01535 650 770

W ecology.co.uk

E savings@ecology.co.uk

 [EcologyBS](https://www.facebook.com/EcologyBS)

 [@EcologyBS](https://twitter.com/EcologyBS)

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Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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