

***The Loughborough***  
**Building Society**



Principal Office  
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**GENERAL TERMS  
AND CONDITIONS FOR  
INVESTMENT ACCOUNTS 2009**

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## **1 Introduction**

1.1 These terms and conditions (referred to as the “Conditions”) apply to all savings accounts with the Society, except if they are inconsistent with special conditions for particular accounts (in which case, those special conditions will apply). The Conditions apply to successive operations or a series of operations of the same nature to be performed over time in respect of your accounts.

1.2 In the Conditions:

- “the Society”, “we”, “us” and “our” refer to Loughborough Building Society;
- “you” and “your” refer to holders of savings accounts; and
- “working day” means a day other than a Saturday, Sunday or bank holiday; and
- “branch” means a Society branch office or Agency office opened from time to time.

1.3 If you are a company, other form of corporation, partnership or unincorporated body (such as a club), please refer to Condition 22.

## **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 case of any inconsistency. A copy of the Rules is available on request at any of our branches.

2.2 If you have a deposit account, you are not a member of the Society by virtue of that account. You are, however, bound by some of our Rules.

2.3 New investing members from 1st February 2000 are subject to the Society’s Charitable Assignment Scheme, full details of which are set out in the application form.

2.4 If your account becomes overdrawn then, unless we have consented to the amount of the overdraw, you will stop being a member in respect of the account until it brought up to date. If you have other accounts with the Society, which are not overdrawn, your membership will continue through these account(s).

## **3. Opening an account**

3.1 We will require evidence of identity and address before an account is opened. If we receive money without evidence of identity that is satisfactory to us, then we may return the money or retain it pending instructions from any relevant authority.

3.2 Once you have opened an account, you have 14 days after the contract is entered into (or, if later, 14 days from the day you first receive, on paper or electronically, these terms and conditions and other information relating to the account) to notify us in writing at our Head Office that you want to change your mind. If you notify us within this time, we will help you switch to another of our accounts or (assuming we have received cleared funds) give you back your money together with any interest it has earned. We will ignore any notice period and any extra charges. Please note that this Condition 3.2, and the option to change your mind, do not apply to fixed rate accounts, or to accounts where the price depends on rises and falls in financial markets outside our control that may happen during the cancellation period.

If you do not exercise your right to change your mind, you will continue to be bound by these terms and conditions and any special conditions that apply to the particular 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.

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 (if you have told us you want to be contacted in this way). All notifications must be in writing.

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 or produce it 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 and your passbook, when paying in or withdrawing money.

## **5 Minimum and maximum account balances**

5.1 The minimum and maximum amounts that can be held in any particular account are set out in the special conditions for that account.

5.2 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.

5.3 The overall maximum holding by any one person in respect of all savings accounts with the Society is given in the Savings leaflets.

## **6 Paying money into your account**

6.1 Unless special conditions for a particular account specify otherwise, you can generally pay money into your account at any of our branches during our normal opening hours (9.00 am to 5.00 pm) on a working day (except Wednesdays, 9.30 am to 5.00 pm) or on Saturdays (9.00 am to 12.00 noon), or by bank transfer or post. However, for security reasons we do not recommend that cash is sent by post. Please see Condition 7.2 regarding when interest becomes payable.

6.2 For security reasons, we reserve the right to refuse to accept large sums of money in notes or coins.

6.3 You can pay money into your account by standing order or direct debit. The Society can supply the relevant forms for completion. It is your responsibility to ensure that all your account details are provided correctly.

6.4 Cheques made payable to the Society will only be accepted for payment into an account if they contain additional details (such as the name(s) of the account holder(s) or the account number), so that it is clear who the money is intended for.

6.5 When paying in money by cash, you will need to produce your passbook or provide your account number. We may make enquiries regarding the source of funds to satisfy our obligations under anti-money laundering regulations.

6.6 Money paid into your account by cash will be available for withdrawal immediately (subject to Condition 9.1). Money paid into your account by electronic transfer (such as standing order or direct debit) will be available the day after it has been received by our bank, subject to Condition 9. Any sums received by us (or our bank) outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day. Please see Condition 10 below regarding cheques.

## **7 Interest**

7.1 We will tell you the interest rate that applies to your account (and when it is paid or credited) when you open it. This information is also available:

- in our Interest Rates leaflet;
- on our website, [www.theloughborough.co.uk](http://www.theloughborough.co.uk);
- by asking our staff; and
- by looking at notices in our offices.

7.2 On our accounts we generally:

- calculate interest on a sum deposited in cash or by electronic transfer from the day we receive it. Any sums received by us outside normal business hours or on a non-working day will be treated as having been received when we are next open for business on a working day. Interest accrues on a daily basis but 29th February in any leap year is excluded in the calculation and addition of interest.
- calculate interest on a sum deposited by cheque from the working day after we receive it.
- calculate interest on a sum withdrawn up to and including the day before you make the withdrawal.
- give you the choice of having the interest added to the account, paid into another account with us, or paid into your bank account.

However, this may vary depending on the type of account. You should check the special conditions for particular accounts. Further details of how and when interest is payable is contained in literature relating to particular accounts. Also, different periods may apply to cheques drawn on a bank or institution outside the United Kingdom or in currencies other than Sterling. Please enquire for details.

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

- To help you compare interest rates on our different accounts, we will send you, at least once a year, a summary of these accounts (including accounts no longer available) and their current interest rates, unless your account has less than £500 in it.
- We will tell you, at least once a year, about the different rates that have applied to your account during the year and any changes in the Bank of England base rate (unless we have already told you personally about these or if your account has less than £500 in it).

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

7.5 We may change interest rates at any time 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 or respond to changes in the Bank of England base rate or mortgage or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
- to respond to changes in the law or the decision of a court or ombudsman;
- to meet relevant regulatory requirements;
- to reflect or respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- to reflect or respond to changes to our costs, including administration costs and costs of providing services or facilities.

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

We can also change the rate of interest for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. If we do so:

- we will give you individual notice of the change before, or as soon as reasonably practicable after, the change is to take effect;
- you can within 30 days of our notifying you of the change, switch your account or close it, without having to give us any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals), pay any extra charges or lose any interest due up to the date of switching/closure; and
- we will tell you this when we give you notice.

7.6 Changes may include the introduction or alteration of “bands” under which:

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

7.7 Where the change is an increase in the interest rate payable on your account, we will tell you about it:

- by placing notices in our branches (except for accounts not run mainly through our branches), on our website and in two newspapers within three working days of the change; or
- within 30 days of the change, by letter, e-mail (if you have told us you want to be contacted in this way) or other personal notice.

7.8 Where the change is a reduction in the interest rate, we will give you written notice of the change not less than 14 days before it comes into effect.

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);
- accounts with a balance of less than £500; or
- fixed rate or tracker accounts.

You will be bound by a change that we notify unless you notify us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account. In this case the account will be closed but you will not have to give any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals) or pay additional charges.

7.9 The information on our website will be updated within three working days of a change in the Society’s interest rates.

7.10 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 Account charges**

8.1 We may make charges for items relating to your account. Details of any charges relating to the day-to-day running of your account are contained in our Interest Rates leaflet. You can also find them on our website, or by telephoning any of our branches. We do not make any charges relating to the day to day running of your account.

8.2 Where the charge does not relate to the day-to-day running of your account we will tell you before we provide the product or service (except for charges in respect of unpaid cheques and/or direct debits), or at any other time you ask. However, we may charge for products or services relating to your account. We will tell you about these before we provide the product or service (except for charges in respect of unpaid cheques and/or direct debits), or at any other time you ask. These charges are contained in our Interest Rates leaflet.

8.3 Charges incurred will normally be debited to your account. We will notify you before we do this.

8.4 We can change the charges we make 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 reflect or respond to changes to our costs, 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 reflect or 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.

We can also change the charges we make for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. If we do so:

- we will give you individual notice of the change before, or as soon as reasonably practicable after the change is to take effect;
- you can within 30 days of our notifying you of the change, switch your account or close it, without having to give us any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals), pay any extra charges or lose any interest due up to the date of switching/closure; and
- we will tell you this when we give you notice.

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

8.6 If we introduce or change 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.

You will be bound by a change that we notify unless you notify us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account. In this case the account will be closed but you will not have to give any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals) or pay additional charges.

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

## **9 Withdrawals**

9.1 Withdrawals may be made during our normal business hours on working days and Saturday mornings, subject to the special conditions for particular accounts and to our branch withdrawal limits which are set out in our Interest Rates leaflet.

9.2 No withdrawal will be allowed:

- if it would cause the account to be overdrawn; or
- from a passbook account, unless you produce the passbook at the time of withdrawal.

9.3 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 mandate you have given us. A signed withdrawal form will be required in order to make a withdrawal.

9.4 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 terrorist threat, computer systems failure or strikes); or  
(e) circumstances exist which lead us reasonably to believe our financial stability is under threat (such as where rumours cause actual or potential abnormal levels of cash withdrawals).

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

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

Where the restrictions on withdrawals affect accounts generally, we will notify the restriction by notices on our website and in our branches. If the restriction affects your account only, we will write to you to notify you. You can contact us to discuss any restriction in person at any of our branches, or by telephoning us on 01509 631960.

9.5 If a 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 that the cheque has been lost, stolen or destroyed.

9.6 Please also note that:

- we will not normally send cheques to third parties by post.
- we do not permit withdrawals to be made by direct debit or standing order.

## **10 Uncleared funds**

10.1 Subject to any special conditions for particular accounts, and to Condition 9, we will allow withdrawals against a cheque six working days after it has been deposited with us, provided we have not 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, in respect of a cheque that has not cleared 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 sixth day after it after it was deposited with us.

If a cheque that is deposited by you is not cleared, we will tell you about this by writing to you.

10.2 For the purpose of Condition 10.1, the day of deposit of the cheque is the day it is paid in at a branch counter or the day we receive the cheque by post, except that in each case if the time of payment in or receipt by post (as the case may be) is not before 3.00 pm on a working day, then the day of deposit is the next following working day.

## **11 Closing your account**

11.1 You can close your account at any time, subject to any special conditions that apply to particular accounts and to normal administration requirements.

11.2 We can close your account at any time without giving any reason, but (except in exceptional circumstances):

- we will give you at least two months' written notice or such period of notice you would have to give us in order to close your account (without having to pay a charge or losing 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.

The exceptional circumstances mentioned above are:

- 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 terms and conditions, and do not put this right within a reasonable time of our asking you to do so; or
- your behaviour is hostile, aggressive or violent towards our staff or other members; or
- the contract between us is void or unenforceable at law.

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

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

## **12 Statements**

12.1 We will send you a statement of account annually unless:

- The special conditions for a particular account specify otherwise; or
- the account is a passbook account.

You should check all statements carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible.

12.2 For postal accounts, where money is received electronically (for example by standing order or BACS), we will send you a confirmation of the transaction.

## **13 Taxes**

Where required by legislation, interest will be paid or credited after deduction of income tax at the appropriate rate. Please enquire for further details.

## **14 Joint accounts and trusts**

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

14.2 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.

14.3 For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares. This does not affect the operation of Condition 14.4, which takes precedence.

14.4 Where one account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the account. We do not accept accounts on any other basis. (Under the Rules, joint accounts cannot be held by the holders as tenants in common.)

14.5 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.

14.6 Any authorisation given under Condition 14.5 can be stopped by any account holder.

14.7 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 14.5.

14.8 If there is a relationship between the account holders which ceases, you will need to inform us if the account is to be closed or you want any name to be removed from the account. If you do not inform us then, 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.

14.9 We may (in accordance with Condition 9.4) freeze the account if we have reason to think that there is a dispute in relation to the money in the account. However, we will not be obliged to do this, unless we are ordered to do so by a court.

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

14.11 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.

14.12 We do not have to recognise the interest or claim of any person other than the account holder(s) in respect of any money held in the account (and we will not have any liability for failing to do so), except as may be required by law.

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.

## **15 Transfers**

Unless the special conditions for a particular account say otherwise, you may ask us to transfer your investment to another person. We do not have to agree to this and, if we do agree, it may be subject to conditions and/or payment of a charge.

## **16. Unclaimed balances**

16.1 If no payment into or withdrawal from your account is made for a period of ten years (where the amount in the account is less than £100) and we cannot trace you (after having made reasonable efforts to do so), then we may close the account. However, any money in it will remain yours, and if you contact us later (and provide any necessary evidence of identity) we will repay the money from the closed account to you, together with interest at a rate that we reasonably consider to be appropriate.

16.2 Condition 16.1 is subject to any rules that may be made under any legislation.

## **17. Account documents**

17.1 We may issue you with a passbook, certificate or other similar document relating to your account. If we do:

- 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 in person at one of our branches or by telephoning us on 01509 631960 as soon as you discover it has been lost or stolen; and
- the document must be produced to us before any withdrawal from the account is made.

17.2 We may issue a replacement for lost or stolen documents but this may be subject to payment of a charge and/or other conditions. These conditions may include:

- providing us with reasonable evidence of the loss or theft;
- notifying, and co-operating with, the police;
- restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft; and/or
- signing any form of indemnity that we may reasonably require.

17.3 If someone other than you produces your account document to us, pretends to be you or authorised by you, and is therefore able to withdraw money from the account, you will be liable for the first £50.00 of the unauthorised withdrawals. You will be liable for the amount of all withdrawals if you have acted fraudulently or you have, intentionally or with gross negligence, failed to take all reasonable steps to keep your account document or any personal account or security information safe. However, you will not be liable for any withdrawals after you have told us of the loss, theft or unauthorised use of your account document, unless you have acted fraudulently.

17.4 You should check your passbook regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible, in person at any of our branches, or by telephoning us on 01509 631960 so that we can resolve the matter. If you do not notify us within 13 months after the date of the entry, we will not be obliged to correct the error. Subject to Condition 17.3, we will be liable for unauthorised transactions on your account.

## **18. Changing these Conditions**

18.1 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 reflect or respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- for any other reason that we reasonably consider appropriate (except in relation to fixed term investments).

We can also change these Conditions for any valid reason (other than a reason mentioned above) where we reasonably believe the change is appropriate. If we do so:

- we will give you individual notice of the change before, or as soon as reasonably practicable after, the change is to take effect;
- you can within 30 days of our notifying you of the change, switch your account or close it, without having to give us any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals), pay any extra charges or lose any interest due up to the date of switching/closure; and
- we will tell you this when we give you notice.

18.2 Any change we make under Condition 18.1 will be proportionate to the circumstances giving rise to the change.

18.3 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.

18.4 A change which is to your disadvantage will be effective only after reasonable written notice is given to you.

You will be bound by a change that we notify unless you notify us in writing, before the change is due to come into effect, that you reject it. If you do notify us that you reject the change then that will be treated as notice by you to close the account. In this case the account will be closed but you will not have to give any period of notice (unless the terms and conditions of your account require a notice period to be given for withdrawals) or pay additional charges.

18.5 Notices under Condition 18.4 will be sent by individual letter or e-mail (if you have told us that you want to be contacted in this way). Notices under Condition 18.3 may be given in this way, or instead be given by general notice in our branches, principal office and website in conjunction with advertisements in two or more newspapers of our choice.

18.6 This Condition 18 does not apply to changes to interest rates or charges, which are dealt with in Conditions 7 and 8.

18.7 If we have made a major change or a number 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.

## **19. Notices**

19.1 You will be taken to have received any letter or e-mail or other personal notice 72 hours after we have sent it to you.

19.2 If we, unintentionally, fail to:

- send to you a communication intended for our investors generally or a category of investors of which you are one; or
- display a notice at any of our offices or on the website

this will not make the notice invalid.

19.3 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.

## **20. 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 industrial action, power failures or other causes beyond our control.

## **21. Set Off**

We may use the money in your account towards payment of any money that you owe us which is due for payment but has not been paid. We will notify you if we do this. No interest will be earned on money used in this way.

## **22. Companies, etc**

22.1 If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. The application form has further details. We will also require evidence of identity and address for these persons.

22.2 Accounts in respect of unincorporated organisations, such as partnerships and clubs, cannot normally be held in the name of the organisation. Accounts must be held in the name(s) of individuals on behalf of the organisation. The application form has further details.

22.3 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.

**23. 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.

**24. Language**

All communications between you and us will be in English.

## **INFORMATION SECTION**

### **How to contact us**

You can contact us by:

- Visiting or telephoning any of our offices listed in our literature;
- visiting our web-site at [www.theloughborough.co.uk](http://www.theloughborough.co.uk);
- emailing us at any of our office addresses listed.

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

### **Opening an account**

To open an account with the Society, you will need to let us have:

- a completed application form;
- at least the minimum investment amount for the type of account;
- proof of your identity and your address; and
- HM Revenue and Customs form R85, if applicable (see below under "Tax").

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.

### **Identification requirements**

We are required by law to check the identity and address details of all account holders. To do this, we will usually use electronic identity checks. Where these are not available, we will need to see documentation to verify your identity and address as shown below.

#### Government issued documents with a photograph including:

- Valid passport
- Valid photocard driving licence (full or provisional)
- National Identity card (non-UK nationals)
- Firearms Certificate or Shotgun Licence
- Identity Card issued by the Electoral Office for Northern Ireland

Where the above documents are not available, a government issued document incorporating the customer's full name (without a photograph) should be used (List A) plus a second document, either government issued or issued by a judicial authority, a public sector body or authority, a regulated utility company or an FSA-regulated firm (List B). Such supporting document should incorporate:

- Your full name and either
- Your residential address, or
- Your date of birth

Examples of acceptable documents:

#### **List A**

- Valid (old style) full UK driving licence
- Recent evidence of entitlement to a state or local authority-funded benefit (including housing benefit and council tax benefit), tax credit, pension, educational or other grant

#### **List B**

- Instrument of a court appointment (such as liquidator, or grant of probate)
- Current council tax statement or demand letter
- Current bank statement or credit/debit card statement issued by a regulated firm in the UK, EU or equivalent jurisdiction (but not ones printed from the internet)
- Utility bill (but not ones printed off the internet)

If you cannot provide one item from each list, please contact us for further guidance.

We will need to see the originals of the documents, except if they are sent to us by post. In this case we will accept photocopies as long as they are certified by an appropriate person such as a solicitor, accountant, bank or building society official or other FSA registered person, and we are provided with sufficient information to be able to contact that person.

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

We reserve the right to carry out any further checks on your identity if we think we need to do so in order to comply with our legal obligations. You will need to let us have additional evidence if you change your address. For further details, see the terms and conditions mentioned below.

As part of these checks, we may make searches with credit reference agencies.

### **Terms and conditions**

The terms and conditions that apply to all our savings accounts are set out in this booklet. Special conditions may apply to particular types of account. You will find them in the account specific information relating to these accounts.

You have a right to obtain a copy of the terms and conditions that apply to your account at any time while it is open.

### **Charitable assignment**

We require that, when you open an account, you agree to give to the Charities Aid Foundation any windfall benefits to which you might become entitled on any conversion or takeover. Please see the application form for further details.

This requirement does not apply to you if you have been a member of the Society continuously since 1st February 2000.

### **Changing your mind**

This section does not apply to fixed rate accounts, or to accounts where the price depends on rises and falls in the financial markets outside our control that may happen in the cancellation period.

If you open a new account and then change your mind, then as long as you tell us by writing to us at our Head Office within 14 days after the contract is entered into or, if later, 14 days from the day you first receive, on paper or electronically, the terms and conditions and other information relating to it, you can

- have your money back; or
- switch to another available account.

In this case, you will not have to

- give any period of notice;
- lose any interest on the account you are closing, or
- pay any other charges.

### **Tax**

Interest on your account will be paid 'net' (after taking off tax at the basic rate), unless you are entitled to receive it 'gross' and you complete and let us have HM Revenue and Customs Form

R85. Even if interest is paid net, you may be liable to pay additional tax depending on your income. For further details, please see the booklet "Taxation of Building Society Interest", a copy of which is available on request.

If you are under 16, the Form R85 (if appropriate) must be completed and signed by a parent or guardian. On reaching the age of 16, a new Form R85 (if appropriate) must be signed by you. If we do not receive this, interest will be paid net of tax.

A tax statement may be requested each year free of charge. A charge will be made if a duplicate statement is requested.

**Tax treatment depends on your individual circumstances and may be subject to change in the future.**

### **Joint accounts**

Unless the special conditions for a particular account specify otherwise, accounts can be opened in the names of two or more people. Although joint accounts can be convenient, it is very important that you understand the consequences of having an account in more than one name.

These are set out in condition 14 of the terms and conditions on pages 9 and 10 of this booklet. A booklet "You and Your Joint Account" is available on request.

### **Data protection and confidentiality**

Under data protection laws you have the right to see the personal records we hold about you. You will have to pay a fee (currently £10) if you want to exercise this right. Please contact us at our Head Office for more details.

Data held by us about you will be kept while you are a customer and may be held for six years 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.

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 (even other companies in our group) unless:

- we have to give the information by law;
- there is a duty to the public to disclose it;
- 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.

Please note that your telephone conversations with us may be recorded for training purposes.

### **Marketing of services**

To help you keep up to date with our products and services, we may tell you about these. We may also tell you about another company's products or services. Should you not wish to receive this information you can let us know at any time. Our account application forms have boxes that you can tick to say you do not want to receive this information.

We will write to you at least once every three years to remind you that you can ask not to receive this information. This reminder may be contained in the Summary Financial Statement or other literature that we regularly send you.

## **Complaints**

The Loughborough is committed to providing excellent customer service. Occasionally, however, things can go wrong. If they do, we will try to put them right as quickly and efficiently as possible.

If you have a complaint you will find in most cases the Society's staff can answer all of your questions, but if you remain not totally satisfied, specialist staff will be pleased to help from the appropriate department dealing with the service in question.

Should you find it necessary to take the point further, ask for a member of the management team, as we are always willing to discuss a problem.

If the matter still remains unresolved it may be considered by the Board of Directors.

We will respond to your initial complaint within two working days and we will finalise any investigation within one month and notify you of our findings.

Finally, should all attempts to settle the question fail, an independent authority exists, namely the Financial Ombudsman Service, which can be invited to comment. If required please ask for a copy of the separate leaflet on the Ombudsman Scheme.

If we do not deal with your complaint to your satisfaction, you can refer it to the Financial Ombudsman Service. Details of this service are available on request at any of our offices.

## **Financial Services Compensation Scheme**

The Society is a member of the Financial Services Compensation Scheme. You may be entitled to compensation from this Scheme if we cannot meet our obligations.

Payments under the Scheme are limited to a maximum of £50,000 of an investor's total shares and/or deposits in the Society. Most investors are covered, including individuals and small firms. (See below for exclusions) A small number of categories of shares and deposits are not covered, for example deferred shares/permanent interest bearing shares. Although most shares and deposits are denominated in sterling, all other currencies are covered. Further details are available on request from the Society or from the Financial Services Compensation Scheme.

Accounts held by the following are not covered by the Financial Services Compensation Scheme:

- a large company
- a large partnership
- a large mutual association
- a local, provincial or municipal authority
- a credit institution
- an overseas financial services institution
- an operator or trustee of a collective investment scheme
- a pension and retirement fund or a trustee of such a fund
- a supranational institution
- a government, or central administrative authority
- a person whose claim arises from transactions relating to a conviction they have received for money laundering.

Further details of exclusions from FSCS cover can be found on the Financial Services Authority website at <http://fsahandbook.info/FSA/html/handbook/COMP/4/2>

## **Membership rights**

Individuals holding share accounts with the Society are members of the Society and are bound by our Rules. You can get a copy of the Rules by asking at any of our offices.

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

### **Branch closures**

If we plan to close, move or vary the opening hours on a permanent basis of your branch, we will tell you at least twelve weeks beforehand unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

### **What you can do to protect your accounts**

You can help prevent misuse of your account by:

- taking care of your passbook and other account information and letting us know as soon as possible if your passbook is lost. The best way to let us know is by telephoning us on 01509 631960;
- letting us know as soon as possible of any change in your name, address, telephone number or e-mail address (if this is how we communicate with you), or if you do not receive any information that you were expecting to receive from us;
- checking your statements or passbook regularly;
- taking care when getting rid of information about your account (people who commit fraud use many methods such as "bin raiding" to get this type of information - you should take simple steps such as shredding printed material);
- co-operating with us (or the police) in investigating transactions; and
- never giving your account details or security information to anyone unless you know who they are and why they need them.

Please also see Condition 17 of this booklet.

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

### **Cheque Clearing**

The central clearing cycle for cheques (and automated payments, including those over the telephone or internet) is three working days. Our normal practice is to allow withdrawals against a cheque six working days after it has been paid in. Interest on a cheque paid in will be calculated from the day after the day we receive it. For more details, please see conditions 7.2 and 10 of the terms and conditions of this booklet.

## **LOUGHBOROUGH BUILDING SOCIETY**

Principal Office: 6 High Street, Loughborough, Leicestershire LE11 2QB

Telephone: 01509 610707

Website: [www.theloughborough.co.uk](http://www.theloughborough.co.uk)

The Loughborough Building Society is authorised and regulated by the Financial Services Authority and is entered on the Financial Services Authority Register under registration number 157258

