



Your ISA Savings Terms and Conditions

Effective from 1 April 2011

Savings | Mortgages | Financial Advice | Insurance | Since 1849

0800 072 1100
www.saffronbs.co.uk

Saffron Building Society is your payment service provider. We will operate your Individual Savings Account (ISA) in accordance with these terms and conditions. Every effort has been made to ensure that these terms are fair and in accordance with the relevant regulations by which we are governed.

We are committed to providing you with a prompt, efficient and fair service. In this leaflet we aim to give you information to help you operate your ISA, together with the general terms and conditions.

It explains the responsibilities of both you; the member and us; the Society. The terms refer to all services we offer and they specify our business relationship with you, the member. However, if a specific service we provide has terms and conditions stated in the ISA product leaflet, then the specific conditions will take priority. We will ensure that these special conditions are also fair and in accordance with the regulations by which we are governed.

1 Account Opening, Holders and Membership.

- 1.1 The Society offers Cash ISAs only. There are currently two types of ISA available:
- (a) Cash – this means saving your money in a straightforward deposit type account offered by building societies and banks.
 - (b) Stocks & Shares – this means saving your money in longer term investments that are linked to the stock market.

By opening a Cash ISA, you may be limiting the amount of investment in equities that you make through ISAs, if you do not already have a Stocks & Shares ISA.

- 1.2 When you open an account we are required by law to confirm your identity. We will seek to validate your identity and residency using an online search facility. If this fails to provide us with the level of proof we require, we will ask you to provide proof of identity and/or address. We will let you know if we need this documentary evidence. Do not send original documents to us in the post. Further information is available in our Things You Need to Know leaflet.
- 1.3 Prior to account opening we will tell you about all of the accounts that we offer which have the services you are looking for, the main features of the accounts and the rates of interest payable on the accounts. However, if you require information on just one account in particular, we will provide you with this information. All of this information will be available to you at all times in our branches, on our website or by talking to our staff either in the branch/agency or over the phone.

- 1.4 Before you open an ISA we will provide you with a copy of these terms and conditions and give you the opportunity to fully read and understand them before you are bound by any contract with us.
- 1.5 Once your ISA has been opened, we will provide you with a passbook or other document that we deem to be a membership document, as a record of all transactions that you make on your account. For full details regarding the use and safe keeping of your membership document please see sections 2 and 17.2 of these conditions.
- 1.6 When opening an account you will be required to fully complete the necessary application form. By signing an application form you are making the declaration as documented on the application form. As part of this declaration you are confirming that you have not subscribed and will not subscribe to another Cash ISA in the same tax year; you must also confirm the tax year for which you are making a subscription.
- 1.7 Before we can open an ISA you must provide us with a National Insurance Number. If you do not have a National Insurance Number you must declare this on the application form.
- 1.8 We reserve the right to refuse to open an account without giving a reason. We also reserve the right not to release a membership document until satisfactory evidence of identification has been provided.
- 1.9 To be eligible for an ISA you must be at least 16 years of age. You must also be permanently resident in the United Kingdom (UK) for tax purposes or, if not so resident, either perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the UK, to be married to, or in a Civil Partnership with, a person who performs such duties.
- 1.10 If you cease to become a resident of the UK for tax purposes you must advise the Society immediately; you will no longer be able to subscribe to your ISA although the account may remain open. If you are unsure of your residency status, please contact your local tax office.
- 1.11 When you open an ISA you become a member of Saffron Building Society. This means that you have a direct say in how the Society is run. If you are aged 18 or over you are entitled to vote at the Society's Annual General Meeting provided your account was open at the Society's previous year-end (31 December) and had a balance of at least £100. Full details of your rights as a member and the procedure for the Annual General Meeting are in the Society's rules. You can obtain a copy of our rules at any time by requesting them from our head office or any of our branches.

- 1.12 The account must be held in your sole name only and cannot be opened as a joint account; similarly these accounts cannot be opened by a charity, club, business or other organisation. The only exception to this is where an Enduring Power of Attorney is held on behalf of a mentally or physically incapacitated person.
- 1.13 ISA investments will be and must remain in the beneficial ownership of the investor and must not be used as security for a loan.
- 1.14 We do not have to recognise the interest or claim of any person other than the account holder in respect of money held in any account, nor will we be liable in any way for failing to recognise such interest or claim, except as required by law.
- 1.15 The Society offers accounts through the following channels:
- (a) face to face in one of our branches or agencies;
 - (b) through the post with Saffron Direct;
 - (c) over the phone with Saffron Direct;
 - (d) over the internet with our online accounts.

These terms and conditions do not cover our online or general savings accounts and the terms and conditions relating to these accounts can be found in the Online Account Terms and Conditions and Your Savings Terms & Conditions.

2 Membership

- 2.1 We will give you a membership document on account opening and receipt of satisfactory evidence of identification. It will remain our property and must be returned to us whenever we ask, to be brought up to date or for such other purposes as we may reasonably require.
- 2.2 A membership document means a passbook, certificate, card or any similar items, which we designate to be a membership document. You must keep your membership document safe. For some practical advice about how you can do this please see section 17.2 of these conditions. We recommend that you regularly check your passbook or membership document. If you see any entry which appears to be wrong, you must advise us as soon as possible so that we can take action to sort it out. For full details of the process to follow and what action we will take please see section 7 of these conditions.
- 2.3 If your membership document is either lost or stolen you must notify us as soon as you can, in the first instance verbally, but always in writing. You can notify us verbally

in a branch or over the phone on 0800 072 1100. There is a messaging service available for out of office hours. On receipt of verbal notification we will suspend the use of the membership document immediately.

- 2.4 Written notification will be deemed to have been received once a Lost/stolen passbook indemnity form has been completed and any fee, as detailed in the Things You Need to Know leaflet, which we may reasonably require, has been paid. On receipt of this notification we will; after a period of up to 14 days, arrange for the balance of your account to be transferred to a new account and provide you with a new membership document showing your new account number.
- 2.5 The maximum overall investment any customer may hold with the Society in total may not exceed £5,000,000. Exceptions to this limit may be considered by the Society's board. Some products carry their own maximum investment limits, details of which can be found in the relevant product literature.
- 2.6 We reserve the right to suspend the use of your membership document where we reasonably believe that the security of the membership document is at risk or that there may be fraudulent activity on the account. Unless it would be unlawful to do so we will tell you if we are going to do this and the reasons for doing so by writing to you. We will remove any block on the use of the membership document once we have reasonable belief that the reason for stopping the use of the membership document in the first place no longer exists.
- ## 3 Distance Contract
- 3.1 Accounts that are opened at a distance; that is, not by visiting one of our branches or agencies, are deemed to be distance contracts.
- 3.2 With the Society distance contracts can be opened through the post or through the internet. Online accounts are subject to different terms and conditions; please see the Online Account Terms & Conditions on our website.
- 3.3 When you apply for an account through the post you will be sent a copy of these terms and conditions and be given an opportunity to fully read and understand them before being bound by any contract with us.
- 3.4 We will always provide you with sufficient information about our accounts so that you are able to make an informed decision about the type of service that you wish for us to provide. This information is not limited to but will include the following:

- (a) a description of the main characteristics of the service that we will provide;
- (b) the details about any right to cancel that may exist for the contract;
- (c) details about our complaints procedure; and
- (d) details about any compensation scheme that may apply to your account.

3.5 The normal conditions for account opening will apply; in that a fully completed and signed application form will be required and you will be required to prove your identification and residency as stated in section 1.2 of these conditions.

3.6 When operating an account through the post it is important that you do not send us any cash through the post as the Society cannot accept liability for any loss.

3.7 Accounts that are held out to be postal accounts can only be transacted on through the post. Any cheques withdrawn from a postal account will be made payable to the account holder only.

4 Services of Notices and how we will communicate with you.

4.1 We will ensure that all communications with you (including financial promotions) are clear, fair and not misleading. All communications with you will be in English and in comprehensible form.

4.2 We will contact you using the most recent e-mail address, postal address or phone number you have given us and in the format agreed by you. Any notice we send to the most recent address (e-mail or postal) we have for you will be binding on you. If you do not tell us about a change of contact details and, as a result, an email or post is returned to us, we may restrict access to the account until we receive satisfactory proof of your new address. Where we send a notice or other document by post, it will be treated as properly served if we post it to you in a pre-paid envelope addressed to your notified address, 72 hours after it is posted. We will not be liable for delays due to circumstances outside our control, including postal delays. Where you have elected to communicate by e-mail and the email service is not available we may communicate with you through the post.

4.3 The Society will notify you if, by reason of any failure to satisfy the provisions of the ISA regulations, an ISA has, or will, become void. An ISA can only be made void on written instructions from HM Revenue & Customs.

4.4 If we accidentally fail to:

- (a) send to you a communication intended for our investors generally or a category of investors of which you are one; or
- (b) display a notice at our Head Office or any other branch office;

this will not make the notice invalid.

4.5 We will never explain the benefits of a product or service without also making its risks clear to you.

4.6 Where required by the regulations by which we are governed; we will send you information in a durable medium. This means that it will be in a format that is storable for future reference by you.

4.7 Unless you have chosen not to receive them you will receive from us on an annual basis a statement of interest paid to your account for the statement period.

4.8 We are required by the regulations by which we are governed, to send you notices and information when certain things on your account happen and/or change. These notices are detailed under the relevant section of these conditions.

4.9 We will not make any charge for providing any of the information that we are obliged to provide by the regulations by which we are governed. We are entitled to make a charge for the provision of information that is in addition to the requirements set out by the regulations by which we are governed. We will only provide additional information where you ask us to and we will always tell you if it will incur a charge prior to carrying out your request.

4.10 If your name and/or address (including your post code) changes you must inform us, in writing, within 28 days. Before we can change our records we will require you to complete the necessary form and supply documentary evidence for a change of name (marriage certificate etc).

5 Deposits into your account

5.1 We will accept deposits to your account subject to section 5.6 of these conditions, in Sterling in the following ways:

- (a) Cash,
- (b) Cheques,
- (c) BACS payments,
- (d) CHAPS Payments,
- (e) Faster Payments,
- (f) Direct Debit Payments.

The accounts that the Society offers do not allow you to receive money in any currency other than Sterling.

5.2 We will also accept ISA subscriptions by way of a Transfer In. This means that you can transfer your previous and current years ISA subscriptions to us from another ISA manager without jeopardising the funds' ISA status. You must speak to your current ISA manager to do this. ISA Transfers In will take no more than 15 days to complete, but we will let you know if it does.

5.3 When arranging for money to be credited to your account you must give the person sending you the money the correct bank details in order that the money be credited to your account. The correct details for all BACS, CHAPS and Faster Payments are:

Sort Code: 20-74-05

Account Number: 00775991

Reference: Your 8-digit Society account number which can be found at the front of your passbook (or other membership document or account record)

Should you personally send or arrange for money to be sent that does not reach your account we will not be liable where you have not given the correct payment details. Where the correct payment details have not been given we will make all reasonable efforts to help you recover the funds.

5.4 The amount that we credit to your account will always be the full amount that we have received from the sending bank.

5.5 The features of the types of credit transactions are given below:

Transaction Type	Where can you carry out transaction?	How to authorise the transaction.
Cash Deposits	Over the counter at any branch or agency.	Signed paying in slip and presentation of passbook.
Cheque Deposits	Over the counter at any branch or agency or through the post.	Signed paying in slip and presentation of passbook when in a branch/agency. Confirmation of account number when through the post.
BACS Credits	Executed by the sending bank.	Not applicable
CHAPS Payments	Executed by the sending bank.	Not applicable
Credit by Faster Payments System	Executed by the sending bank.	Not applicable
Direct Debit Payments	Through Saffron Direct	Signing and completing the Direct Debit Instruction.

Continued opposite

Transaction Type	When will it be paid into my account?	When will it be available?
Cash Deposits	Immediately	Immediately
Cheque Deposits	Immediately	The funds from the cheque will be available on the 7th business day following receipt.
BACS Credits	Paid into your account on the 3rd business day after the money has been sent which will be the same day that we receive the money.	Funds are available as soon as they reach your account.
CHAPS Payments	Paid into your account the same day that we receive the money.	Funds are available as soon as they reach your account.
Credit by Faster Payments System	Paid into your account the same day that we receive the money.	Funds are available as soon as they reach your account.
Direct Debit Payments	Paid into your account the same day that we receive the money.	Funds will be available as soon as they reach your account.

5.6 You can only subscribe to one Cash ISA per tax year.

Please note that whilst the Government has guaranteed the availability of ISAs indefinitely, the ISA subscription limits are subject to change at any time and are normally reviewed annually.

5.7 Subscriptions will only count towards the subscription limits for the tax year in which they are received by the ISA manager. Where you do not subscribe to the maximum allowance in any tax year, the balance cannot be made up in any other tax year.

5.8 Once the subscription limit for that tax year has been reached, you may make no further subscriptions regardless of any withdrawals.

5.9 Cash and cheques paid into your account at a branch will be posted to your account immediately there is no cut off time during the day.

5.10 As of 1 January 2012 it will be a requirement of all financial institutions that where money is sent electronically it will need to reach the destination account by close of business on the day following the day that it was sent. Until this time money that is sent electronically will reach its destination by close of business on the 3rd business day. An extra day is allowed where the request to execute a transaction is received in writing.

5.11 Cash

- (a) You can pay cash in over the counter at any of our branches. You must complete a paying in slip in order to do this.
- (b) You can also pay cash in via one of our agencies. Cash paid in by this method will be forwarded to us by the agency. We normally receive payments within four business days after the day you pay in the cash at the agency.
- (c) When we receive the payment it will be added to your account and will be available for you to withdraw immediately. It will be treated as cleared for interest calculation purposes (if applicable) from the day that you paid it in at the agency.

5.12 Cheques

- (a) You can pay cheques in over the counter at any of our branches or by post. See table in 5.5.
- (b) You can also pay cheques in via one of our agencies. Cheques paid in by this method will be forwarded to us by the agency. We normally receive payments within four business days after the day you pay in the cheque at the agency.
- (c) When we receive the payment it will be added to your account on the day that we receive it. It will be treated as cleared for interest calculation purposes (if applicable) from the day after you paid it in at the agency.
- (d) Cheques can only be made payable to the account payee. Cheques crossed 'account payee' will only be accepted into the account of the payee named. Any endorsements to an 'account payee' cheque will not be accepted.
- (e) We will refuse to accept a cheque drawn in your favour which is dated more than six months earlier than the date on which it is presented for payment.
- (f) You will not normally be allowed to withdraw money against uncleared cheques. A cheque normally takes six working days to clear, as shown below. All number of days are working days:

Day 0 – Saffron Building Society receives the cheque.

Day 1 – The account starts to earn interest on the money paid in.

Day 2 – The payer's bank account will be debited with the amount shown on the cheque.

Up until the end of day 6, a cheque may still bounce and

the money be reclaimed from the payee's account.

Day 7 – The money is available to withdraw (if the account allows withdrawals). This is the same day that you can be certain that the money is yours and cannot be reclaimed without your permission subject to point (h) below.

- (g) If we allow you to make a withdrawal against a cheque earlier than the seventh working day, this is no guarantee that the cheque has been 'cleared'. If the cheque is not 'cleared', you will have to repay us the amount of the withdrawal.
- (h) If a cheque that you have paid into your account is lost in the clearing process, then it will not be cleared and (provided we have not acted negligently) we will remove the amount from your account accordingly. It will then be your responsibility to obtain a replacement for the lost cheque.
- (i) Cheques paid in which are subsequently returned from the bank will be debited to your account. We may reasonably make a charge for returning the cheque; details of any applicable charge can be found in the Things You Need to Know leaflet. If this happens we will give you personal notification either through email (where we hold this information) or letter. Cheques returned for any reason will be returned to the account holder; where we have received this ourselves from our bankers.

5.13 BACS

- (a) A payment that is sent to you through the BACS system will normally take 3 business days to reach your account. The money will be credited and made available to you on the 3rd business day.
- (b) A BACS payment into your account can only be instigated at the sending bank. You will need to give the details noted under section 5.3 of these conditions; in order for the payment to reach your account.

5.14 CHAPS

- (a) A payment that is sent to you through the CHAPS system will be received into your account on the same day that it is sent. There is normally a charge for this type of transaction that will be levied by the sending bank.
- (b) A CHAPS payment into your account can only be instigated at the sending bank. You will need to give the details noted under section 5.3 of these conditions; in order for the payment to reach your account.

- 5.15 Faster Payments
- (a) Any money that is sent to you via the Faster Payments system will be received into your account on the same day that it is sent.
 - (b) A Faster Payment into your account can only be instigated at the sending bank. You will need to give the details noted under section 5.3 of these conditions; in order for the payment to reach your account.
- 5.16 Direct Debits
- (a) Any money that the Society calls into your account via the Direct Debit system will take 3 business days to reach your account. The money will be made available to you on the 3rd business day after it has left the source account.
 - (b) A Direct Debit payment into your account can only be instigated by us. A Direct Debit instruction form will need to be completed; giving your authorisation for the transaction. We will need to receive this a minimum of 13 business days prior to the planned receipt of funds.
 - (c) Should we take your instruction to call an amount into your account via the Direct Debit system and there are insufficient funds in the source account then we may reasonably make a charge for the returned payment. The charge will be debited from your account on the day that the payment is returned and the full amount is detailed in the Things You Need to Know leaflet.
- 5.17 While we try to operate your account accurately, mistakes may occur. If you are aware that an amount has been incorrectly credited to your account you should notify us immediately. If you use funds with the knowledge that they were incorrectly credited to your account, we may take steps to recover the money from you or take it from your account and take such other proceedings or actions as may be appropriate.
- 5.18 If we become aware of an error that we have made; we will notify you either by telephone, in person or by letter or email. We will amend the error accordingly; including removing any money incorrectly credited into your account.
- 5.19 Should the removal of such funds result in any account charges or debit interest then we will refund these to you except where section 5.17 of these conditions applies.
- 5.20 We may refuse to accept any deposit to an account where we believe that it would be unlawful to accept the deposit or where it contravenes the conditions of the account as set out in this document. For example; without the production of a signed paying in slip.
- 5.21 If we refuse to accept a deposit we will; except where it would be unlawful to do so, provide you with a full reason for doing so and explain what you need to do in order that we can accept the deposit. We will provide this notification to you by the end of the business day following that on which we receive the deposit from you.
- 5.22 When you ask us to execute a transaction we will tell you, on request, how long it will take for the transaction to reach its destination and about any charges in respect of the transaction. We will give you this information before we carry out your instructions.
- 5.23 Once an instruction to credit your account has been sent you can only cancel the transaction up to the close of business on the working day before the funds leave the source account. You must do this by contacting the bank from where you are sending the payment.
- 6 Investment withdrawals
- 6.1 All withdrawals under the ISA rules are tax free.
- 6.2 Withdrawals can be made from your account in sterling in the following ways, where your account allows such transactions:
- (a) Cash,
 - (b) Society Cheque,
 - (c) Transfer Out
 - (d) Adhoc BACS Payments.
- The accounts that the Society offers do not allow you to send money internationally.
- 6.3 The Society will allow you to Transfer Out of your ISA. This means that you are able to transfer your current tax year's subscription in full and previous years' subscriptions in part or full to another ISA manager without jeopardising your fund's ISA status.
- 6.4 Any withdrawal from your ISA will have no effect on the subscription limits. Any withdrawal made by you in error will only be reinstated where doing so would not exceed your subscription limit for that tax year.
- 6.5 When requesting an amount to be paid from your account, the full amount of the transaction will be debited plus any charges that are associated with that transaction. Details of all charges that relate to particular types of transactions are detailed in the Things You Need to Know leaflet.

6.6 The features of the types of debit transactions are given below:

Transaction Type	Where can you execute?	How to authorise the transaction
Cash Withdrawals	Over the counter at any branch or agency.	Signed withdrawal slip and presentation of passbook.
Society Cheque Withdrawals	Over the counter at any branch or agency or through the post.	On presentation of a signed withdrawal authority and a passbook through the post; a signed withdrawal slip and passbook in the branch/ agency.
Adhoc BACS Payment	This service is only available through Saffron Direct in particular circumstances.	Presentation of a signature.
Transfer Out	By completing an application form for an ISA with another ISA manager.	Sign the ISA application form, we will then receive the transfer form from the new ISA manager.

Transaction Type	When will my account be debited?	When will the money reach its destination?
Cash Withdrawals	Immediately.	Not Applicable
Society Cheque Withdrawals	Immediately.	Not Applicable
Adhoc BACS Payment	On the day you request us to send out the funds.	On the 3rd business day after the money has been sent.
Transfer Out	Within 15 days of receiving the signed form or within 7 days of any notice period expiring.	We will send a cheque to the new ISA manager on the same day that the account is debited.

6.7 Withdrawals can only be made from cleared funds in your account of up to £500 in cash per day at branches and agencies and £100,000 by cheque on demand at branches, agencies and by post. A withdrawal form must be completed in full, including a signature, and the passbook or membership document must be presented. For your protection we may require proof of your identity before allowing withdrawals from your account.

6.8 For withdrawals larger than the daily allowance, notice of one banking day is required. Although please note that cash withdrawals with notice are subject to a maximum of £1,000 per day.

6.9 Cash

- (a) You can withdraw cash over the counter at any of our branches. You must complete a withdrawal slip and present your passbook or membership document in order to do this.
- (b) You can also withdraw cash via one of our agencies. You must complete a withdrawal slip and present your passbook or membership document in order to do this. For cash withdrawn by this method; the details of the transaction will be forwarded to us by the agency. We normally receive the instruction within four business days after the day you withdraw the cash at the agency.
- (c) When we receive the details of the transaction it will be debited to your account immediately. It will be treated as debited for interest calculation purposes (if applicable) on the day that you withdrew it at the agency.

6.10 Cheques

- (a) You will not receive a cheque book with your Society account. If you require a cheque from your account you can request this in one of our branches, at an agency or through the post. There is no charge for the provision of a Society cheque.
- (b) If you make a withdrawal by cheque and it is made payable to a third party, then the cheque can only be stopped by the Society if it is reported lost or stolen. You will need to provide written instructions to your branch or call Saffron Direct for further details. A charge may be payable for this service, please refer to the Things You Need to Know leaflet for details.
- (c) Any cheque withdrawn on a postal account cannot be made payable to a third party; but in the account holder's name only.
- (d) All cheques drawn from Society accounts are "Account Payee Only" which means that they cannot be endorsed to the benefit of a third party.
- (e) Cheques drawn from your account are valid for six months.

6.11 Adhoc BACS

- (a) This service is available for when accounts are closed. This is not a service that is available as normal activity on any of our ISA accounts.

6.12 ISA Transfers Out

- (a) We must receive notice in writing before we can execute any request to Transfer Out. If your ISA account has a notice period for withdrawals this must be observed before any Transfer Out can be completed. The provisions under section 12 of these conditions will take priority where a Transfer Out results in account closure.
- (b) You can make Transfers Out immediately. However, you will lose the required number of day's interest on the amount you are transferring where a notice period applies. The provisions under section 12 of these conditions will take priority where a Transfer Out results in account closure.
- (c) Transfers out will be subject to the new ISA managers Terms & Conditions regarding acceptance of transfers.
- (d) An ISA cannot be transferred from one investor to another.
- (e) The Society reserves the right to charge a fee for transfers out to other ISA managers or within the Society. Details of any charge that we may reasonably apply are noted in the Things You Need to Know leaflet.

6.13 There may be specific terms and conditions that apply to withdrawals from your specific type of account and therefore you should check your product literature for any additional conditions on withdrawals; or you can ask any of our staff.

6.14 When you give notice to make a withdrawal you will be given a due date on which the withdrawal can take place. The notice can be extended by up to 6 days from the due date. Any further extension will not be permitted and any withdrawal will be subject to a new notice period of interest penalties in accordance with the terms of the ISA.

6.15 Once a request has been received and/or the money has debited your account you are not able to revoke the transaction. For transactions that are forward dated you are able to cancel your instruction up to the close of business the working day before the funds are debited from the account.

6.16 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 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 substantial hardship would otherwise be caused.

6.17 When you ask us to execute a transaction we will tell you, on request, how long it will take for the transaction to reach its destination and about any charges in respect of the transaction. We will give you this information before we carry out your instructions.

6.18 When an electronic payment transaction debits your account we will make the following information available to you; for you to obtain on a monthly basis should you wish to do so:

- (a) a reference enabling you to identify the electronic payment;
- (b) the payee's name so that you know where the payment has gone;
- (c) the amount of any charges for the transaction;
- (d) the date that the money left your account.

You can obtain the above information by visiting one of our branches or contacting us in writing or over the phone. This information will be provided to you in writing either through personal notification or your passbook. There will be no charge for the provision of this information on a monthly basis.

- 6.19 When an electronic payment transaction debits your account we will provide the following information to the intended recipient so that they can easily identify where the funds have come from:
- (a) a reference enabling the payee to identify the electronic payment and its source;
 - (b) the amount of the transaction to be credited to the intended account;
 - (c) the amount of any charges for the transaction;
 - (d) the credit value date.
- 6.20 Your account must not go overdrawn. Withdrawals cannot be made unless you have sufficient cleared funds in your account. If withdrawals, payments, or fees made from your account do take the balance below zero, therefore creating an unauthorised overdraft, your account must be brought back to credit immediately. If this happens we will advise you personally by email or letter.
- 6.21 If full settlement of any unauthorised overdraft is not made within 28 days from the date that we issue the notification as stated in section 6.20 of these conditions, we reserve the right to register the account as defaulting with one or more licensed credit reference agencies.
- 6.22 Where we take court action to recover any outstanding unauthorised overdraft, interest may be charged at the Bank of England's base rate up to and including the date of judgement. Following judgement by the court the debt will continue to attract interest set at a rate by the court.
- 6.23 If you have other savings accounts with the Society, we may set off any debt balance on one account against a credit balance on another account to bring the account back into a positive balance. We will write to you personally if we do this.
- 7 Unauthorised Payments and Disputed Transactions
- 7.1 As noted under section 2.2 of these conditions; we recommend that you check your passbook or membership document on a regular basis.
- 7.2 If someone other than you produces your membership document to us, pretends to be you or to be authorised by you, and is therefore able to withdraw money from your account, you will be liable for the amount of any withdrawals made if you have acted fraudulently or with gross negligence.
- 7.3 Where you identify that a transaction has occurred on your account that you did not authorise you must tell us as soon as possible so that we can take the necessary action.
- 7.4 You will not be liable for any losses incurred in relation to an unauthorised payment where you have not acted fraudulently or intentionally, or with gross negligence, failed to comply with your obligations under these conditions in relation to the use and safe keeping of your membership document.
- 7.5 Where you have acted fraudulently or you have intentionally, or with gross negligence, failed to comply with your obligations under these conditions in relation to the use and safe keeping of your membership document you will be liable for all losses incurred.
- 7.6 Where we are unable to prove that you authorised the payment we will (subject to sections 7.4 & 7.5 of these conditions) refund the amount of the unauthorised payment and restore your account to the state it would have been in had the transaction never taken place by the end of the same business day.
- 7.7 Where you identify that we have either:
- (a) not executed a transaction at your request; or
 - (b) not executed a transaction in accordance with your instructions;
- you must tell us as soon as possible so that we can take the necessary action.
- 7.8 Unless we are able to prove that the payment was authenticated, accurately recorded, entered into our system and not affected by any technical breakdown; we will (subject to section 7.10 of these conditions), without undue delay, refund the amount of the non-executed or incorrectly executed payment and where applicable restore your account to the state it would have been in had the transaction never taken place.
- 7.9 Where we have carried out a transaction in accordance with your instructions we will be deemed to have carried out your instructions correctly. Where it is identified however that the instructions that you provided were incorrect we will make all reasonable efforts to trace and recover the funds for you.
- 7.10 Where we identify that the payment reached the firm with whom the destination account is held then it will be the responsibility of the destination firm to immediately make the payment available to the intended recipient of the funds by crediting the amount to the intended account.
- 7.11 Where we refund any amounts in accordance with section 7 of these conditions we will also refund any charges or interest incurred as a result of the unauthorised or disputed debit transaction in question.

8 Interest

- 8.1 Details of the interest rates that apply to all of our savings accounts can be found in our Your Savings Rates at a Glance leaflet, on our website, or over the phone. This information will be provided to you prior to you being bound by any contract with us.
- 8.2 Interest will be earned on all credit balances at the current stated rate of pay. Up to date interest rate information can always be found in our branches, on our website or over the phone.
- 8.3 Interest will be paid on the 5 April each year. Unless you tell us otherwise, interest will always be paid into the account on which the interest was earned. You can choose to have your interest paid to another Society account where the account allows, and you can change your instructions at any time by writing to us at least 28 days before the next interest payment date.
- 8.4 Interest and bonuses will be exempt from Income Tax providing all the ISA Terms & Conditions as detailed in this document have been met. In the event of the death of the account holder, gross interest will be paid up to and including the date of death. Thereafter, interest will be subject to tax.
- 8.5 Interest on our accounts is calculated on a daily basis. There may be specific conditions to your particular account which stipulate that this is different. In this circumstance the special condition will take priority. If this is the case we will tell you before you are bound by any contract with us.
- 8.6 Most deposits into your account will start to earn interest from the day that we receive your deposit. How this works for the individual types of transaction is detailed below:

Transaction Type	Interest earned from or up to
Cash Deposit	From the day of credit to account.
Cheque Deposit	From the day after credit to account.
Automated Transfer In	From the day of credit to account.
Cash Withdrawal	Up to the day before it is withdrawn.
Cheque Withdrawal	Up to the day before it is withdrawn.
Automated Transfer Out	Up to the day before it is transferred out.

- 8.7 Where a deposited cheque into the account does not clear then the interest that may have accumulated from the day after it was paid in will not be paid on the interest payment date.
- 8.8 We can change the rate of interest paid to your savings for any valid reason where we reasonably believe change is appropriate.

8.9 Where a change in interest rate is to your advantage we may make the change without giving you any prior notice. We will however, tell you that a change has happened in one or all of the following ways:

- by putting up notices in our branches/agencies informing you that our interest rates have changed;
- sending you an email or a text message where we hold the relevant information and you have agreed that we can communicate this information in this way;
- notification on our website that our interest rates have changed.
- by advertising in the newspapers that are local to our branches.

You can then obtain the information specific to your account by checking our website, asking our staff, or requesting to receive a copy of our latest rates in the post.

8.10 Where a material change in the interest rate that is paid on your savings is proposed and this change is to your detriment we may make the change by giving you 30 days personal notice prior to the change happening.

A material change that is detrimental to you is defined by the Society as being any drop in the rate of interest paid where you have a balance of at least £500 in your account at the month end prior to the notification being given.

We will give this notification in one of the following ways:

- sending you an email or a text message where we hold this information and you have agreed that we can communicate this information in this way; or
- writing to you.

This notification will include the following information:

- what the current interest rate payable is on your account;
- what the proposed interest rate is;
- the reason for the change;
- when the change will take effect;
- the options that you have including:
 - how you can decline the change;
 - how long you have to decline the change;
 - details of any comparable accounts that the Society offers with similar account features and services;
 - the consequences of declining the change or not declining the change.

For clarification; no notification will be given where you have less than £500 in your account at the month end prior to the notification being given. However, you will be advised of the change to your interest rate in accordance with section 8.9 of these conditions.

- 8.11 We will also display all interest rate changes on our website and in our branches/agencies.
- 8.12 Details of historic rates are available by asking our staff, or on our website; including for accounts that are no longer available to new investors.
- 8.13 Where your account pays an introductory or bonus rate we will give you personal notification 30 days prior to this rate coming to an end where all of the following applies:
- (a) your account has a balance of more than £500 at the month end prior to the introductory or bonus rate is due to end; and
 - (b) you have had your account for at least 12 months when the introductory or bonus rate is due to end; and
 - (c) the rate of interest paid to you will drop by more than 1.00%.

We will do this in one of the following ways:

- (a) sending you an email or a text message where we hold this information and you have agreed that we can communicate this information in this way; or
- (b) writing to you.

This notification will include the following information:

- (a) what the introductory or bonus rate is;
- (b) when it will end;
- (c) what the interest rate payable will be after time;
- (d) where you are not tied into the account; comparable accounts that the Society offers.

- 8.14 Where the interest rate payable on your account is linked to a reference rate; for example the Bank of England base rate, your rate will change to be in line with any change in the reference rate within 28 days.
- 8.15 Any minimum balance, as detailed in the specific product literature, must be maintained in order for the stated rate of interest to be paid.

9 Taxation

- 9.1 If you have any queries regarding your tax liability you should get in touch with your local HM Revenue & Customs Tax Office.

10 Charges

- 10.1 In accordance with the Society rules we may make charges for certain services that are available on the account. We are not however allowed to charge for the provision of any information that we are required to give you under the regulations by which we are governed.
- 10.2 Savings charges are listed in the Things You Need to Know leaflet and they accurately reflect the expenses that we incur, the cost of staff time, and the use of our office and computer facilities.
- 10.3 We will always provide you with a copy of the Things You Need to Know leaflet prior to you being bound by any contract with us.
- 10.4 We will advise you if a charge is applicable before we provide a product or service, and whenever you ask us. The charge will be deducted from the amount in the account on providing the service.
- 10.5 We may change the charges for any valid reason where we reasonably believe the change is appropriate.
- 10.6 Where we make a change to any of our charges, we will give you 60 days' personal notice prior to the change happening. We will do this in one of the following ways:

- (a) sending you an email or a text message where we hold this information and you have agreed that we can communicate this information in this way; or
- (b) writing to you.

This notification will include the following information:

- (a) what the current charge is for the one(s) we are changing;
- (b) what we are changing it to;
- (c) the reason for the change;
- (d) when the change will take effect;
- (e) the options that you have including:
 - (i) how you can decline the change;
 - (ii) how long you have to decline the change;
 - (iii) the consequences of declining the change or not declining the change.

- 10.7 Not declining the change as detailed in your notification will have the effect of you accepting the change for the account and therefore the changes being adopted.

11 Changes to Terms & Conditions

- 11.1 Upon opening the account you are bound by these terms and conditions. For internet based accounts Online Account Terms & Conditions will apply. For other savings accounts the Your Savings Terms & Conditions will apply.
- 11.2 You can obtain a written copy of our terms and conditions at any time by asking one of our staff or agency staff or by phone on 0800 072 1100.
- 11.3 We can change the terms and conditions, as detailed in this document, on which your savings are held. The conditions under this section do not apply to any changes in interest rate or charges. The provisions for these areas are detailed under sections 8 and 10 of these conditions respectively.
- 11.4 Any proposed changes will automatically take effect unless you tell us in accordance with the notice you will receive under condition 11.5 of these conditions.
- 11.5 Where we make a change to any of the terms and/or conditions as set out in this document; we may make the change by giving you 60 days' personal notice prior to the change happening. We will do this in one of the following ways:
- (a) sending you an email or a text message where we hold this information and you have agreed that we can communicate this information in this way; or
 - (b) writing to you.

This notification will include the following information:

- (a) what the current condition is where one is changing;
 - (b) what the proposed change is;
 - (c) the reason for the change;
 - (d) when the change will take effect;
 - (e) the options that you have including:
 - (i) how you can decline the change;
 - (ii) how long you have to decline the change;
 - (iii) the consequences of declining the change or not declining the change.
- 11.6 Not declining the change, as detailed in your notification will have the effect of you accepting the new terms and conditions of the account and therefore the changes being adopted within these conditions.
- 11.7 If we have made a major change or a lot of minor changes, we will give you a copy of the full terms and conditions or a summary of the changes that have been made with the notification given under section 11.5 of these conditions.

12 Account Closure

- 12.1 For a period of 14 calendar days following the opening of your account you are entitled to change your mind and cancel your account and contract with us without any notice, reason or penalty. We will help you to switch accounts or simply give you your money back without losing any interest.
- 12.2 You can let us know that you wish to change your mind over the phone on 0800 072 1100 or by writing to us at your local branch or at Saffron Customer Services, Saffron House, 1A Market Street, Saffron Walden, Essex, CB10 1HX. We will take verbal notification in our branches or agencies where this is backed up in writing.
- 12.3 By exercising your right to change your mind you will be cancelling your contract with us. Consequently should you wish to reinvest, a new application form will be required.
- 12.4 In the case of cancellation we will within 30 calendar days, return to you any funds in your account including the interest that it may have earned. We are also entitled to receive back any sums that you may owe us within 30 calendar days. We will let you know if this applies to you when we receive your notification.
- 12.5 After the 14 day cancellation period you are still entitled to close your account, but you may be required to comply with the special conditions that apply to that particular account; subject to sections 12.6 – 12.8 of these conditions.
- 12.6 Unless you have a fixed term account if you wish to close your account after the 14 day cancellation period and your specific account conditions impose a notice period for withdrawals, then a maximum notice period of one month will be required. This notice must be given in writing. No further charges will be levied for closing your account.
- 12.7 Should you wish to close your account after the 14 day cancellation period and your specific account conditions do not impose any notice period then you may close your account without any notice or penalty. This notice may be given verbally or in writing. No further charges will be levied for closing your account.
- 12.8 Where you have an account that is for a fixed term for example, a Two Year Fixed Rate ISA, then you may close your account at any time after the 14 day cancellation period after giving the required notice specified in the particular account conditions, where the product specific terms and conditions allow this. Failure to provide the required notice will incur a loss of interest as specified in the particular account conditions.

12.9 If you decide that you want to close your account and move your funds to another financial institution we will help you do this by providing you with a cheque for any amount that we owe you in accordance with section 12.4 of these conditions.

12.10 If you close your Cash ISA during a tax year in which you have invested you will not be able to invest in another Cash ISA until the next tax year. However, if a current year's subscription for a Cash ISA is transferred into a Stock & Shares ISA, you are entitled to subscribe to another Cash ISA once the transfer is complete (subject to the overall ISA subscription limits as set out in Section 5.6 of these conditions).

12.11 We will close your account as soon as possible after we receive your instructions to do so, subject to the clearance of your funds.

12.12 Under normal circumstances we will not close your account without giving you at least 60 days' notice. Should we give you this notice it will be in writing to you at the address that we hold for you.

12.13 Examples of circumstances that are not 'normal' include threatening or abusive behaviour towards staff.

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

12.15 We reserve the right to close the account if the balance falls below the minimum investment amount for that account. If you break the general or specific terms and conditions of your account or any account holder becomes bankrupt we may suspend the use of the account immediately.

12.16 If you have an account that matures after a certain period of time, then your options on maturity will be sent to you before the account matures and closes.

13 Branch Closure

13.1 If we plan to close or move your branch or agency, we will tell you at least 12 weeks beforehand.

13.2 We will also tell you how we intend to continue to provide financial services to you.

14 Unclaimed Balances and Dormant Accounts

14.1 If:

- (a) you cannot be traced after reasonable enquiry; and
- (b) for a period of 3 years you have made no payment to or withdrawal from your account and the amount in that account is less than £100, or

- (c) For a period of 5 years you have made no payment to or withdrawal from your account and the amount in that account is more than £100;

we may decide to close that account and the money in it will be retained by us. If, however, you contact us at a later date we will either open a new account for you and credit that account with the amount of money in the closed account, including interest, or repay the money to you.

14.2 Where an account becomes dormant we will re-identify you in accordance with section 1.2 of these conditions.

15.1 Lien

We have the right to retain and set off all money you hold with us against any money you may owe to us (whether under a mortgage, loan, guarantee or otherwise) which is due for payment but which has not been paid.

15.2 We will notify you in writing when we have done this. Interest or bonuses will not be paid on any money that has been used in this way.

16 Regulations

16.1 The Payment Services Regulations (PSRs) became effective from 1 November 2009 and introduced a number of benefits for customers, and cover:

- (a) the information that we have to give you before you open an account with us;
- (b) giving instructions and what happens when mistakes are made;
- (c) how we give you information before you open an account with us and during our relationship with you;
- (d) how we can vary or terminate your agreements.

16.2 The PSRs cover certain types of transactions that you are able to execute on your accounts with us; for example a Standing Order. For all other aspects of your account and the service that we offer; you are protected by the governance of the FSA's Banking Conduct of Business Rules which also came into force on 1 November 2009.

16.3 We are also governed by the ISA rules that are set out by HM Revenue & Customs. The rules determine the treatment of ISAs for tax purposes.

17 Data Protection & Security

- 17.1 We will treat all your personal information as private and confidential (even when you are no longer a customer). We will not make your name and address or details about your accounts known to anyone, including other companies in the group unless you give us your authority to do so. There are exceptions to this as detailed in our leaflet Your Guide to Data Protection.
- 17.2 The following should be taken into account when considering the security of your account and membership document:
- (a) never give your account details or other security information to anyone unless you know who they are and why they need them.
 - (b) always take reasonable steps to keep your passbook or membership document safe ensuring that you always know where it is.
 - (c) take care when storing or getting rid of information about your accounts. 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.
- 17.3 The Society is obliged by law to return information on ISA holders to HM Revenue & Customs.
- 17.4 For full details of how we use your information, and your rights to see the information that we hold about you, please refer to our leaflet You Guide to Data Protection, available at any of our branches, by calling 0800 072 1100 or by visiting our website www.saffronbs.co.uk.

18 Complaints & Compensation Scheme

- 18.1 We have an internal complaints procedure and are a member of the Financial Ombudsman Services Scheme.
- 18.2 You may make a complaint at any time by talking to us over the phone or face to face, writing to us or emailing us. Specific details about how you can do this are provided in our Things You Need to Know leaflet.
- 18.3 Nothing in these terms and conditions will reduce your statutory rights. For further information about your statutory rights contact your local authority Trading Standards Department or Citizens Advice Bureau.
- 18.4 We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. Most depositors - including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the building society, including their share of any joint account, and not to each separate account.

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

- 18.5 As a customer of Saffron Building Society your account(s) are covered by the FSCS, unless you are:

A large company; a large partnership; a large mutual organisation; 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 supernational institution; a government, or central administrative authority; a firm within the Saffron Building Society group; a person whose claim arises from transactions relating to a conviction they have received for money laundering.

Further details of exclusions under the FSCS cover can be found on the Financial Services Authority's website (www.fsa.gov.uk/pages/handbook) and can be found under Redress, Compensation.

Under the Data Protection Act 1998, you have the right to see and receive a copy of your personal information that we hold about you. Should you wish to exercise this right we will charge you an administration fee of £10. Further information can be found in our leaflet Your guide to Data Protection, which is available on request.

Saffron Building Society is a member of the Financial Ombudsman Service and of the Building Societies Association.

Saffron Building Society, Saffron Independent Financial Advisers Ltd and Crocus Home Loans Ltd are authorised and regulated by the Financial Services Authority for investments, savings, insurance and regulated mortgages. Saffron Building Society's FSA registration number is 100015.

Registered Office: Saffron House, 1A Market Street, Saffron Walden, Essex, CB10 1HX.

We treat all our members as individuals and understand that our standard printed brochures do not suit all. If you would like this document to be supplied in large print, audio or Braille please contact us on 0800 072 1100.

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