

Savings

Mortgages

Insurance

Financial planning

The Cambridge Building Society

Terms and Conditions for Savers

These terms and conditions are effective
from 19th March 2018

Please keep for your records



**THE
CAMBRIDGE**
Building Society

cambridgebs.co.uk

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Information section

1. How to contact us

You can contact us by:

- visiting any of our branches or our Head Office;
- calling our Customer Contact Centre on 0345 601 4021 (Monday to Friday 8.30am-8.30pm; Saturday 9am-5pm);
- visiting our website at www.cambridgebs.co.uk;
- emailing us at savings@cambridgebs.co.uk; or
- writing to us at: Savings Team, The Cambridge Building Society, Head Office, PO Box 232, 51 Newmarket Road, Cambridge CB5 8FF

All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security.

2. Opening your Account

To open an Account at one of our branches, by phone or by post you will need to provide the following:

1. a completed and signed application form; and
2. a deposit to open your Account (for postal applications, a personal cheque is preferred).

You can open an Account online by visiting our website www.cambridgebs.co.uk.

The Account is with The Cambridge Building Society. The Cambridge Building Society's main business is the provision of savings products and mortgages.

3. Verifying your identity

When you open an Account with us, under regulations for prevention and detection of financial crime, we will also need to verify your name and address. We use an electronic verification system to do this. However, in certain cases we will need further proof of your identity in order to open your Account. To find out which forms of identification are suitable, please see the 'Verifying your identity' page on our website, ask in branch or call our Customer Contact Centre (please refer to the 'How to contact us' section of this booklet for details). All Account Holders must have their name and address verified.

4. Terms and conditions

The general Terms and Conditions that apply to all our personal savings Accounts are set out on the following pages. Special Conditions may apply to particular types of Account. You will find them in a separate document.

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.

5. Privacy Policy

We want to make sure you're in the know about how we at The Cambridge use your information and how we treat your data.

Our Privacy Policy is available on our website at cambridgebs.co.uk/privacy-policy. Alternatively you can call the team on 0345 601 3344 or pop into a branch to obtain a copy.

6. Complaints

We are committed to providing you with first class customer service. However, there may be occasions when you feel you have cause for complaint. If so, please tell us about it straight away – and we will do all we can to put things right.

We will investigate your complaint thoroughly and aim to resolve it as quickly and amicably as possible. To do this, we need to understand the problem. So please help us to help you and follow our complaints procedure below.

Complaints procedure

6.1 Getting in touch

Contact a member of staff at your branch, or at our Head Office. You can do this in person, by telephone, in writing or if you prefer, you can email your complaint to complaints@cambridgebs.co.uk. A member of staff will be pleased to assist you. If, however, our staff member is unable to resolve the matter to your satisfaction, he or she will confirm in writing within three working days that your complaint has been referred to a Manager for investigation and indicate how long it will take to confirm the outcome.

6.2 The Manager's decision

The Manager will investigate the circumstances of your complaint. If it is going to take longer to resolve the matter than we first indicated, the Manager will provide you with a progress report. Once the complaint has been fully investigated, the Manager will write to you with a final response to confirm the outcome of their investigations. This will be no later than eight weeks after you raised your complaint. Their letter will confirm whether The Cambridge Building Society upholds or rejects your complaint. Where we reject your complaint, we will advise you of our reasons for doing so.

6.3 If you are still dissatisfied

We are committed to resolving complaints whenever possible through our internal complaints procedure. If, after receiving the Manager's detailed response, you are not satisfied that we have resolved your complaint, you can take your dispute to the Financial Ombudsman Service. You must do this within six months from the date of the final response issued by us.

The Ombudsman is an independent adjudicator who can investigate and make a decision about outstanding disputes.

The contact details for the Ombudsman are:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567 free for people phoning from a 'fixed line' (for example, a landline at home) or 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Website: www.financial-ombudsman.org.uk

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

A leaflet providing details about the Financial Ombudsman Service is available on request.

This complaints procedure does not affect your legal rights.

The Financial Ombudsman and The European Commission online Dispute Resolution Platform (ODR)

The European Commission also provides an on-line dispute resolution (ODR) platform which allows consumers to submit their complaint through a central site which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. In relation to The Cambridge this is the Financial Ombudsman Service and you can go to them directly as shown in the contact details above. For more information about ODR please visit ec.europa.eu/odr

7. Branch closures

If we plan to close or move any of our branches, we will tell customers who use the branch at least 12 weeks beforehand, unless there are exceptional circumstances. We will tell you how we will continue to provide services to you.

It is important that you read all of the terms applicable to the account of your choice before you decide whether to open the account. If you do not understand any point please contact us using the details set out in the 'How to contact us' section of this booklet.

General Terms and Conditions

1. Introduction

- 1.1. These general Terms and Conditions (referred to as the 'Conditions') shall take effect from the date upon which an Account is opened.
- 1.2. In the Conditions:
 - "Account"** means a share Account with The Cambridge to which these Conditions apply;
 - "Account Document"** means your passbook or such other documents issued by us to you in relation to your Account as more specifically set out in Condition 19;
 - "Automated Payment"** means any automated or electronic payment into your Account by BACS, Faster Payment, CHAPS, IMO or Standing Order or out of your Account by CHAPS, IMO or Faster Payment, Standing Order or Direct Debit (where this is permitted by the Special Conditions);
 - "BACS"** stands for Bankers' Automated Clearing Services and is a way of electronically transferring funds from one account to another;
 - "CHAPS"** stands for the Clearing House Automated Payment System and is the process for making electronic bank-to-bank sterling payments within the United Kingdom (also known as telegraphic transfers);
 - "Direct Debit"** an instruction you give to a payee to collect an amount directly from your Account. You will not be permitted to make payments from your Account by Direct Debit unless the Special Conditions state that Direct Debits are permitted;
 - "Faster Payment"** is a way of electronically transferring funds from one account to another;
 - "IMO"** stands for International Money Order and is the process for making bank-to-bank payments abroad;
 - "Normal Business Hours"** means Monday to Friday, 9am to 5pm;
 - "Rules"** means the rules of The Cambridge which set out the rights and obligations attached to membership. You can get a copy of the Rules by visiting our website or on request. A booklet 'Your rights as a building society member' is also available on request;
 - "Special Conditions"** means the special conditions or product specific conditions that apply to certain products that may be provided to you by The Cambridge;
 - "Standing Order"** means a payment from an Account, usually on a regular basis, to a specified bank or building society Account. You will not be permitted to make payments from your Account by Standing Order unless the Product Terms and Conditions state that Standing Orders are permitted;
 - "The Cambridge"**, "we", "us" and "our" refers to The Cambridge Building Society;
 - "you"** and **"your"** refers to holders of an Account; and
 - "Working Day"** means a day other than a Saturday, Sunday or public holiday.
- 1.3. The Conditions apply to all Accounts with The Cambridge, where these Conditions are inconsistent with any Special Conditions, the Special Conditions will apply unless we tell you otherwise. The Conditions apply to successive operations or a series of operations of the same nature to be performed over time in respect of your Account.

2. Membership

- 2.1. Individuals holding a share Account with The Cambridge will generally be members of The Cambridge Building Society and are bound by our Rules which set out the rights and obligations attaching to membership. You can get a copy of the Rules by visiting our website or on request. A booklet 'Your rights as a building society member' is available on request.
- 2.2. While joint Account holders are all members of The Cambridge, only the first named Account holder is entitled to exercise the rights of membership.
- 2.3. These Conditions, or any relevant Special Conditions, will override the Rules in case of any inconsistency.
- 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.

3. Opening an Account

- 3.1. We will accept new Account applications from any customer living in the UK. This includes England, Scotland, Wales and Northern Ireland but not any Isles that are Crown Dependencies such as the Isle of Man and the Channel Isles.

- 3.2. We will need to verify the name and address of all Account holders and operators before an Account is opened. If we receive money and are unable to verify your identity, then we may return the money or retain it pending instructions from any relevant authority.
- 3.3. You must tell us straight away if you change your address, telephone or email address. If you have registered for online access to your Account you can change your contact details by logging in via our website, with the exception of your mobile number which you can only change by calling our Customer Contact Centre. If not, then your change must be made in person by visiting your branch or made in writing. Please see the 'How to contact us' section of this booklet for details.

4. Minimum and maximum Account balances

- 4.1. The minimum and maximum amounts that can be held in an Account are set out in the Special Conditions for that Account.
- 4.2. We can close an Account if the balance in it is below the minimum for that Account. We may close the Account on or after 30 days of the balance being below the minimum requirement, we will give you notice before doing this. During this period, you can pay in more money to bring the balance up to the minimum. Instead of closing the Account (or during any period when it is below the minimum amount) we may pay a reduced rate of interest.
- 4.3. The overall maximum holding by any one person in respect of all Accounts with The Cambridge is £1,000,000.

5. Paying money into your Account

- 5.1. Any restrictions on the methods of payment into your Account together with details of whether payments can be accepted at The Cambridge's branches will be set out in the Key Features box within the product leaflet.
- 5.2. Subject to any restriction in the Special Conditions, cash, cheques and postal orders can be paid in at any branch of The Cambridge. Cheques and postal orders (but not cash) can also be sent to The Cambridge by post to credit your Account. We are not responsible for cheques, postal orders or any other items lost in the post.
- 5.3. When you pay in money by cheque:
- it must be made payable to the Account holder(s);
 - it will be deemed as being out of date and will not be accepted if it is presented more than six months after its date;
 - the amount will be added to the balance on the Account straight away but the provisions of Condition 12 shall apply to when the amount is available for withdrawal; and
 - when paying in money by cheque at a branch we reserve the right to refuse to accept large quantities of cheques.
- 5.4. When you pay in money by cash:
- it will be available for withdrawal as soon as we receive it provided it is received on a Working Day and within our Normal Business Hours;
 - it must be in a currency which is legal tender in the UK; and
 - when paying in money by cash at a branch we reserve the right to refuse to accept large sums of money in notes or coins.
- 5.5. When money is paid in by debit card:
- it will normally be available for withdrawal two hours after the payment has been received by us;
 - if it is received by us after 3pm on a Working Day or outside our Normal Business Hours it will be available to withdraw from the next Working Day.
- 5.6. Money can also be paid into your Account by Automated Payment in accordance with Condition 7.1.

6. Withdrawals from your Account

- 6.1. Subject to any further restrictions detailed in the Special Conditions, you can only make withdrawals from your Account in the following ways:
- cash (subject to the applicable daily limit in force at the time of withdrawal, details of which are available from your branch or our Customer Contact Centre);
 - Automated Payment (see Condition 7.2);
 - cheque; and
 - internal transfer to another of your Accounts.

- 6.2. We will debit your Account with the amount of:
- a) all cash withdrawals from your Account;
 - b) any Automated Payments you have instructed us to pay and have authorised. Specific provisions about the execution of Automated Payments on the Account are set out in Condition 7.2;
 - c) cheques paid into your Account which are subsequently returned unpaid;
 - d) any charges which are incurred in the operation of your Account;
 - e) any loss or expense which The Cambridge suffers in connection with your Account as a direct consequence of a breach by you of these Conditions and/or the Special Conditions;
 - f) any sum taken from your Account in accordance with Condition 24;
 - g) any other transaction which you have authorised;
 - h) any funds that have been paid into your Account in error and to which you are not entitled.
- 6.3. Subject to any Special Conditions, if your Account allows you to make online withdrawals:
- a) you must nominate one external account for withdrawals to be transferred to ("Nominated Account"). This must be a UK Sterling current account and in at least one of the Account holders' names. To amend your Nominated Account you will need to call our Customer Contact Centre;
 - b) your Nominated Account has a maximum payment limit of £50,000 per day;
 - c) you may also set up five payees. These can include other accounts with The Cambridge. You can set up and amend your payees when you are logged in (you must have a mobile number registered with us to do this); and
 - d) your payees have a maximum payment limit of £5,000 per day.
- 6.4. Before a withdrawal is made from your Account it must be authorised by you providing the relevant Account Document to us and requesting such a withdrawal. For the authorisation of Automated Payments, please see Condition 7.
- 6.5. If a cheque withdrawn from your Account is not banked within six months, we will re-credit your Account for the sum of the out-of-date cheque. Please also carefully read Condition 12 which sets out the time period which should be allowed to enable a cheque to be cleared.
- 6.6. We are not obliged to stop payment of a building society cheque issued from your Account unless you return the cheque to us for cancellation before it is presented for payment or unless we have clear evidence of fraud, or that the cheque has been lost, stolen or destroyed.
- 6.7. We reserve the right to refuse to pay a building society cheque where the cleared balance in your Account is insufficient and payment would cause the Account to become overdrawn. If your Account becomes overdrawn, it must be brought back to credit immediately and we will inform you in writing (whether by email or letter) of this. If full settlement of any unauthorised overdraft is not made within 28 days from the date that we issue the notification as stated in this Condition 6.7 we reserve the right to register the Account as defaulting with one or more licensed credit reference agencies.
- 6.8. You may authorise a third party to:
- a) make a one-off withdrawal on your behalf. He or she must produce your written authority and your Account Document together with proof of his or her identity before we will allow the withdrawal of funds from your Account; and
 - b) make ongoing withdrawals on your behalf. All Account holders and your authorised third party must complete a Third Party Mandate Form, together with providing suitable documentation to prove their name and address.
- 6.9. Please also note that:
- a) we will not send cheques to third parties by post;
 - b) we do not permit withdrawals to be made by direct debit or standing order;
 - c) we will not pay cheques to another bank, building society or other large organisation without an account number and/or account name.

7. Automated Payments

7.1. Automated Payments into your Account

- a) Automated Payments may be made into your Account and will need to be set up with the payer's bank/building society. It is your responsibility for ensuring that all your Account details are provided correctly.

- b) If you wish to have money paid into your Account by electronic transfer you or the payer will need to send the payment to:
Bank: Barclays Bank Plc, 9-11 St Andrews Street, Cambridge CB2 3AA
Sort Code: 20-17-55
Account Number: 40338346
Reference: This is your 10 digit Cambridge Building Society account number. You must quote this as a reference to ensure the payment reaches your Account.
- c) Automated Payments will be credited to your Account and start to earn interest on the same day that the payment is received by us, provided that it contains all of the details referred to in Condition 7.1b).
- d) When money is paid into your Account by Automated Payment, provided the payment is received by us prior to 3pm on a Working Day you will be able to withdraw the funds that day, subject to our Normal Business Hours. Otherwise, you will be able to withdraw the funds on the next following Working Day, subject to our Normal Business Hours.
- e) If you have not provided the correct Account detail information we cannot guarantee that we will be able to meet the timescales detailed in Condition 7.1c).
- f) Details of any Automated Payments made to your Account will be printed in your passbook the next time that you present it at any of our branches or available to view by logging into your Account if you have registered for online access. If you require any further information about the payment, please contact us by using the 'How to contact us' section of this booklet.

7.2. Automated Payments out of your Account

- a) Before asking us to set up an Automated Payment transaction, you must provide us with your Account number and any other information we may reasonably require in order to carry out the transaction for you including (but not limited to) the payee's name, Account number and sort code.
- b) You must complete the request or authority for a payment transaction in the form we reasonably require depending on the type of transaction which you are requesting. You must give us your consent to carry out the payment transaction by submitting the relevant request or authority to us.
- c) It is your responsibility to ensure there are sufficient funds in the Account to meet any payment amount.
- d) Where an Automated Payment is properly authorised in accordance with Condition 7.2b), we are responsible for its correct execution unless we can prove that the error was due to the fault of the payee's bank or building society. Where we are liable for an incorrectly executed Automated Payment out of your Account we will restore your Account to the state in which it would have been had the defective payment not taken place. Where we are liable for the misallocation of funds into your Account we will restore your Account to the state it would have been in if the payment had been correctly allocated.
- e) In no circumstances will we be responsible if you provide incorrect information when asking us to make a payment. In such circumstances we will make reasonable efforts to trace the payment but we may ask you to pay our reasonable costs for doing so.
- f) Please note that all online withdrawals will be processed as an Automated Payment via the Faster Payment scheme. You will need to ensure that your external Accounts are able to accept Faster Payments otherwise your payment may be returned.

7.3. Cancelling an Automated Payment out of your Account

- a) If you have authorised us to carry out an Automated Payment, and we have accepted your request, we cannot cancel it.
- b) If you have authorised us to carry out a payment transaction for a date in the future, we will cancel it provided you tell us by 8pm on the last working day before the day on which the payment is due to be made. In all other circumstances, we will make all reasonable efforts to cancel the payment but cannot guarantee this.
- c) We may charge you our reasonable costs in connection with the cancellation by you of an Automated Payment.

7.4. Suspending an Automated Payment

- a) An Automated Payment may be suspended or cancelled for any of the reasons set out in Condition 8.
- b) Provided it would not be unlawful for us to tell you why we refused to authorise an Automated Payment, we will notify you either verbally or in writing when we have done this at the earliest opportunity and in any event no later than the day by which the funds should have been available to the payee. Following receipt of this notification you can visit your branch or call our Customer Contact Centre for details of how to rectify any errors.

- 7.5. When we make changes to our Terms and Conditions relating to Automated Payments to your disadvantage we will give you individual notice in writing at the last address known to us 60 days prior to the change. Where you notify us within the 60 day notice period that you do not accept the change, we will take this as notification that you wish to close your Account without notice or loss of interest.

8. Suspending activity on your Account

- 8.1. We may refuse to carry out any transaction on the Account at any time if we reasonably think that:
- a) you or someone else is using the Account illegally or fraudulently;
 - b) we are required to do so by law, regulation or court order;
 - c) you are subject to a bankruptcy order or administration order or you have entered into a voluntary arrangement with your creditors or where we reasonably believe that any of these are likely to happen;
 - d) the relationship between you and us has irretrievably broken down (for example you have been threatening or abusive to our staff);
 - e) there is a dispute (which we reasonably believe to be genuine) about the ownership or entitlement to the money in the Account;
 - f) you are in breach of these Conditions or the Special Conditions;
 - g) we need to contact you to clarify or verify the validity of instructions you have given us;
 - h) we need to verify the identity or authority of any person attempting to carry out the transaction on the Account or who informs us that they are acting for you;
 - i) there are insufficient cleared funds in the Account to cover the amount of the payment;
 - j) the terms of the payee's account prevent completion of an Automated Payment;
 - k) there are technical issues which prevent us from executing an Automated Payment;
 - l) maintenance or upgrades to our systems or those of any third party used to provide the service in connection with the Account need to be carried out.
- 8.2. In the case of restrictions imposed in circumstance set out in Condition 8.1 above:
- a) we will act proportionately to the circumstances in question;
 - b) we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you; and
 - c) we may consider exceptions to the restrictions if we are reasonably satisfied that extreme hardship would otherwise be caused.
- 8.3. Where the restrictions on access 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.
- 8.4. If your Account is blocked for any of the reasons stated in this Condition 8, it will not be possible to make deposits into or withdrawals from the Account.

9. Interest

- 9.1. Details of interest rates applying at Account opening are in our product leaflets. You may also obtain information about our available Accounts and current interest rates from our website, by calling our Customer Contact Centre or asking at your nearest branch.
- 9.2. No tax will be automatically deducted from the interest paid on your Account. You may need to pay tax on any interest that exceeds your Personal Savings Allowance. For more information please contact HMRC or visit hmrc.gov.uk.
- Tax treatment and rate of interest payable will depend on individual circumstances and may change in the future.

10. Varying interest rates

- 10.1. Subject to the Special Conditions, we may change interest rates at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are reasonably expected to apply in the near future):
- a) to reflect changes in general interest rates, including the interest rates or terms on which similar accounts are offered by other providers of financial services;
 - b) to reflect any changes or anticipated changes in the law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
 - c) to reflect changes to our costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to us of borrowing funds;
 - d) to maintain our financial strength for the benefit of our members.
- Any change we make to interest rates will be proportionate to the circumstances which give rise to the change.

- 10.2. Changes may include the introduction or alteration of 'tiers' 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.
- 10.3. Where the change is an increase in the interest rate we will tell you about it:
- by placing notices in our branches, on our website and in two newspapers within three working days of the change. The current newspapers we use are listed in our product leaflets; or
 - within 30 days of the change, by letter, email or other personal notice.
- 10.4. Where the change is a reduction in the interest rate, we will tell you about it up to 14 days before we make the change by letter, email or other personal notice. 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);
 - to fixed rate or tracker accounts;
 - if the change is not material.
- 10.5. For the purposes of Condition 10.4, a change is 'material' if your Account has a balance of £100 or more at the time the notice is provided.
- 10.6. Where the reduction is not material, we will tell you about it in one of the ways mentioned in Condition 10.3.
- 10.7. If we notify you of a material reduction in the interest rate, then the notification will be provided up to 14 days before the rate change. You will have a period of 30 days from the date of the notification during which you may close or switch your Account without having to give any period of notice or having to lose any interest or pay additional charges.
- 10.8. If you do not notify us that you object to the interest rate reduction before the end of these 30 days you will have deemed to have accepted it and product specific notice periods or interest penalties will apply.
- 10.9. The information on our website will be updated within three working days of an interest rate change.
- 10.10. We may also change the interest rate on your Account for any valid reason (other than those set out in Condition 10.1) where we reasonably believe change is appropriate. When we make such a change we will tell you about it up to 14 days before we make the change by letter, email or other personal notice. You will have a period of 30 days from the date of the notification during which you may close or switch your Account without having to give any period of notice or having to lose any interest or pay additional charges.

11. Account charges

- 11.1. We do not currently make any charges relating to the day-to-day running of your Account; however, we may make charges for items relating to your Account.
- 11.2. 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, or at any other time you ask.
- 11.3. Charges incurred will be debited from your Account. We will notify you before we do this.
- 11.4. 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 respond to changes to our costs, including administrative costs;
 - to respond to changes in law or the decisions of a court or Ombudsman;
 - to meet regulatory requirements;
 - to respond to new or changes to statements or codes of practice or industry guidance designed to enhance consumer protection.
- Any change we make to charges will be proportionate to the circumstances which give rise to the change.
- 11.5. Changes may include the removal or alteration of existing charges or the introduction of new charges.
- 11.6. If we introduce or increase a charge relating to the day-to-day running of your Account, we will give you at least 30 days' notice by letter, email or other personal notice, before the charge comes into effect.
- 11.7. If we make a change to the charges in accordance with Condition 11.4, you have the right to switch the Account or close it, without having to lose any interest, or pay any additional charges at any time up to the date the change comes into effect.
- 11.8. If you do not notify us that you object to a change before the date in which it comes into effect, you will be deemed to have accepted it and product specific notice periods or penalty fees will apply.

- 11.9. Please note that there may be other taxes or costs relating to your Account that are not paid through us or charged by us.

12. Cheque clearance

- 12.1. You may not withdraw funds against a cheque until the money has reached your Account (cleared).
- 12.2. Our normal practice is to allow withdrawals against a cheque four Working Days after it has been deposited, provided we have no reason to think that it has not cleared, or might not clear. The day of deposit of the cheque is the Working Day after it is paid in at a branch counter or the working day after we receive the cheque by post.
- 12.3. If you withdraw against a cheque in accordance with Condition 12.2, you cannot be certain that the money is yours until the end of the eighth Working Day after the cheque is paid in at the branch, or the end of the eighth Working Day after the cheque is received at The Cambridge's Head Office.
- 12.4. A cheque that has been returned unpaid after the sixth Working Day following the day of deposit will not be debited from your Account without your consent unless we reasonably believe that you are a knowing party to fraud.
- 12.5. If you make a withdrawal against a cheque that has not cleared, we will debit your Account for the amount of the unpaid cheque backdated to the day you paid it in and may apply a fee for this. If there is not enough money in your Account to cover the unpaid cheque, you will have to repay us the amount of the shortfall.

13. Security and unauthorised transactions

- 13.1. The care of your Account, statements and other security information is essential to help prevent fraud and protect your Account. You should check your Account online and/or via your passbook regularly and let us know of any entries that seem to be wrong.
- 13.2. For your protection we may require proof of identity before allowing withdrawals from your Account.
- 13.3. If you have online access to your Account you must keep your Account login details secret and take all reasonable precautions to prevent unauthorised or fraudulent use of them. You must immediately call us if you become aware that your Account login details may be known by someone else.
- 13.4. If you become aware that a payment transaction on your Account has been carried out which is either unauthorised or has not been paid correctly you must tell us without delay by telephoning us so that we can investigate the transaction in question. Once you have told us, we will as soon as reasonably possible try and recover the payment and let you know the outcome.
- 13.5. If we have to take action against another party as a result of a transaction on your Account, you must assist us and provide all available information to us to pursue the action.
- 13.6. If, after we have made reasonable enquiries, we are reasonably satisfied that you have not authorised the transaction, we will refund the amount of the unauthorised payment and restore your Account to the position it would have been in had the unauthorised payment not taken place.
- 13.7. Please note that we will not be obliged to investigate any unauthorised transaction under this Condition 13 or make any refund, unless you tell us within 13 months of the day on which the transaction is stated to have taken place.
- 13.8. If your Account has online access, you must:
- follow any instructions which we may give from time to time in order to enhance security in relation to your Account;
 - not copy, or allow any third party to use or copy, any software provided by us without our consent; and
 - tell us as soon as you become aware of any failure, delay, malfunction, virus or error in the sending or receiving of instructions.
- 13.9. In respect of Accounts with online access, you should ensure that your computer or other device you use complies with the standard we tell you from time to time and carry out your own regular virus check and security updates.
- 13.10. If you use our online services outside the UK you do so at your own risk, as it may be against the law in that country.

14. Closing your Account

- 14.1. You can close your Account at any time, subject to any Special Conditions that apply and to normal administration requirements.
- 14.2. From the date of Account opening, or (if later) the date you receive these Conditions and the Special Conditions on paper or electronically, you have 14 days to notify us (in writing) if you are not happy with your choice of Account. Within that period we will, if instructed by you, refund your savings with interest from Account opening, or subject to eligibility, transfer the investment to another Account of your choice without applying any fees, costs or other charges associated with early withdrawal which would otherwise be due. This Condition 14.2 does not apply to fixed rate accounts apart from fixed rate ISAs.

- 14.3. Under normal circumstances, we may close the Account by giving you at least 30 days' notice. We may close your Account immediately in exceptional circumstances, which might include a legal obligation to close the Account or threatening or abusive behaviour towards our staff.
- 14.4. We will not use this right to:
- repay a fixed term investment before the end of the fixed term; or
 - close your Account, or threaten to do so, as a response to a valid complaint that you have made.
- 14.5. If we close the Account, we will pay interest at the agreed rate up to and including the date of closure of the Account.
- 14.6. If we make repayment to you and close the Account in full, then you will have no further right or interest in the Account.
- 14.7. In the event of a sole Account holder's death, we will require a copy of the death certificate together with proof of your personal representatives' authority and identity before an Account can be closed.

15. Statements

- 15.1. Where your Account does not include online access, we will send you a Statement of Account regularly, unless:
- the special Conditions for a particular Account specify otherwise; or
 - there have been no transactions on your Account (other than the crediting or payment of interest) during the period since the last statement was sent; or
 - the Account is a passbook Account.
- 15.2. You should check all statements carefully. If there is an entry which seems to be wrong, you should tell us as soon as possible.
- 15.3. Where your Account does allow for online access, we will not send statements to you. You will be able to access your Account online and view statements at any time, which will include details of interest paid.
- 15.4. If by exception we do issue a statement to you then it will contain the following information on Automated Payments:
- the payment amount;
 - the amount of any charges and, where applicable, a breakdown of those charges or interest payable by you; and
 - the date on which the payment was debited from, or added to, your Account.
- 15.5. Where your Account does not include online access, we will send you annually a Statement of Interest if you have an account balance of more than £500 at the end of the period to which the statement relates or if you request a Statement of Interest from us.

16. Joint Accounts and trusts

- 16.1. Unless the Special Conditions for a particular Account specify otherwise, Accounts can be opened in the names of two or more people (up to a maximum of four). Although joint Accounts can be convenient, it is very important that you understand the consequences of having an Account in more than one name. Further details are set out below and in the leaflet 'You and your joint account'. A copy of this is available on request.
- 16.2. 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.
- 16.3. Any correspondence relating to the Account will be sent to the address or email address of the first-named Account holder, unless you instruct us otherwise.
- 16.4. You can choose the order in which the names appear in our records. Any change in the order will happen when our records are actually changed. We will make the change within a reasonable time after you tell us about it.
- 16.5. For tax purposes, we will treat joint Account holders as being entitled to the money in the Account in equal proportions. This does not affect the operation of Condition 16.6 which takes precedence.
- 16.6. Where one Account holder dies, we will, on receipt of satisfactory evidence of the death, treat the surviving holder(s) as being entitled to the Account. We do not accept Accounts on any other basis. The other terms of the Account will remain unchanged. Under the Rules, joint Accounts cannot be held by the holders as tenants in common.
- 16.7. For transactions carried out in branch or by post we will accept instructions from all Account holders authorising us to accept Signing Instructions from any one Account holder, or (if there are more than two holders) any combination of them or all Account holders. Signing Instructions will allow those named to operate the Account. Changes to Signing Instructions or changes that would be detrimental to other Account holders will require all Account holders to sign.

- 16.8. Any authorisation given by an Account holder under Condition 16.7 can be stopped by that Account holder by giving us notice. However, we will need three days' written notice to put this into effect.
- 16.9. If we have reason to think that there is a dispute between Account holders we may (but will not be obliged to) require the signatures of all Account holders, despite any authorisation that has been given to us previously under Condition 16.7.
- 16.10. 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.
- 16.11. 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.
- 16.12. Except as may be required by law, we do not have to (and we will not have any liability for failing to) recognise the interest or claim of any person other than the Account holder(s) in respect of any money held in the Account.

17. Transfers

- 17.1. Unless the Special Conditions for a particular Account say otherwise, you may ask us to transfer your savings to another person. We do not have to agree to this and if we do agree, it may be subject to these Conditions and/or payment of a charge.

18. Unclaimed balances

- 18.1. We may close your Account if:
- you cannot be traced after reasonable enquiry; and
 - for a period of 15 years no money is paid into, or withdrawn from, the Account.
- 18.2. If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-open the Account and credit it with the amount we owe you in respect of the Account (which will be equal to the balance that was in the Account when we closed it, after adjusting it for the interest we would have paid and for any fees or charges we would have deducted if the Account had remained open).
- 18.3. The Cambridge's rights and obligations under this Condition 18 are subject to any rules, regulations or law in force from time to time.

19. Account Documents

- 19.1. 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 contacting us (please see the 'How to contact us' section of this booklet for details) 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.
- 19.2. 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; and/or
 - signing any form of indemnity that we may reasonably require.
- 19.3. You should check your Account Documents regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can resolve the matter.

20. Liability for losses

- 20.1. If we are liable for any losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments our liability will be limited to:
- the amount of such payment; and
 - the amount of any interest you do not receive, or any interest and charges you have to pay directly as a result of such delay or error.
- 20.2. If our liability is established we will refund the above amount into your Account immediately.
- 20.3. Provided that you properly notified us in accordance with Condition 19 if you believe your Account Document is missing, lost, stolen or might be being used by someone else (unless it is used by you or on your behalf), your maximum liability for unauthorised payments is £50.

20.4. There will be no limit on your liability where you have acted fraudulently or negligently.

21. Changing these Conditions

21.1. We may vary these Conditions and/or any Special Conditions (other than in respect of changes to interest rates or Account charges) at any time if the change is to your advantage, or for any of the following reasons:

- a) to respond, in a proportionate manner, to changes in the products or services we provide or the way we provide these; and/or
- b) to respond, in a proportionate manner, to changes in the law or interpretation of the law, decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice with which we intend to comply; and/or
- c) to enable us to harmonise, in a reasonable manner, and having regard to the interests of all of our investors, the Conditions of your Account following any acquisition or transfer of savings Accounts or any takeover of, or merger with, another deposit taker or savings provider, provided that such harmonisation will not be to your detriment.

21.2. Whenever we make a change to these Conditions to your advantage, the change will be made immediately. It will be published on our website and details made available through our branches and our Customer Contact Centre within 30 days.

21.3. Whenever we vary these Conditions (other than in respect of changes to interest rates or Account charges) to your disadvantage for any reason mentioned in Condition 21.1:

- a) we will give you individual notice in writing at the last address known to us at least 30 days before the change is to take effect or by email if you have an online account; and
- b) if we require you to give notice before making a withdrawal or restrict the amount you may withdraw and/or number of withdrawals you may make in any period, then from the date of the notice you will have 60 days to close your Account without notice or loss of interest and without paying any Account charges for withdrawal which would otherwise be due.

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

22. Notices

22.1. It is your responsibility to promptly notify us of any change in your postal or email address.

22.2. When we send you any letter, email or other personal notice we will assume it has been received by you 72 hours after it has been sent. Notices will be sent to the last known postal or email address on our records.

22.3. Where these Conditions allow for notice to be given via our website, it is your responsibility to regularly review the website.

22.4. 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 revised notice.

23. Matters beyond our control

23.1. We will not be liable to you for any loss, damage or cost you may suffer (of any kind whatsoever) as a result of us being unable to operate your Account or fulfil our obligations to you because of abnormal and unforeseeable circumstances beyond our reasonable control (including, but not limited to strikes, power failures, changes in law and failure of the internet).

24. Set-off

24.1. We may use the money in your Account towards payment of any money that you owe us (for example, under a mortgage) which is due for payment but which has not been paid. This is known as our right of set-off.

24.2. We can use our right of set-off, when your Account is in your sole name as well as joint accounts you hold with another person. We can use money in an account held by you to set off against debts owed by you jointly with other people.

24.3. If we propose to use our right of set-off in relation to your account we will contact you at least 14 days beforehand to tell you this. During this notice period we will not allow any transactions in respect of the money in your Account. Where we seek to use money held in a joint Account, we will inform all Account holders of our intentions and not permit any transactions in respect of that Account by any Account holder.

24.4. Once we have used a right of set-off, that money will stop being yours and you will stop receiving interest or any right to a bonus on it. If you are holding money in your Account belonging to a person who is not an Account holder you must inform us of this otherwise we will treat all money as belonging to the Account holders.

24.5. As far as is possible we will exercise our right of set-off in a manner which refrains from setting off any debt due against sums which are needed by you to meet essential living expenses or priority debts.

25. General

- 25.1. These Conditions and the Special Conditions constitute a legal agreement between The Cambridge and you and govern the conduct of your Account.
- 25.2. Any failure by The Cambridge to enforce any of its rights against you on one occasion, whether in whole or in part, should not be regarded as a waiver of The Cambridge's rights to enforce these obligations on any other occasion whether in whole or in part.
- 25.3. Each of the provisions of these Conditions and Special Conditions is severable and distinct from the others and if at any time one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.
- 25.4. A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 25.5. 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.
- 25.6. All communications between you and us will be in English.

The Cambridge Building Society is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. Registration Number 157223.

www.fca.org.uk

The Cambridge Building Society

Head Office, PO Box 232

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0345 601 4021 savings@cambridgebs.co.uk

All communications with us may be monitored/recorded to improve the quality of our service and for your protection and security.



**THE
CAMBRIDGE**
Building Society

cambridgebs.co.uk