

# Savings Account Terms & Conditions 2023



# About these savings conditions

These conditions give you information about your savings account(s). These conditions apply to all our savings accounts. We'll also give you separate account terms and conditions for the account you have, which contain details of your specific savings account. Further information about what these conditions cover and what your account terms and conditions cover is set out in section 1, **"Your agreement with us"**.

It's important that you read these conditions and your account terms and conditions so that you understand how your savings account works. Keep them somewhere safe so you can look at them again in the future.

If you have any questions, ask us. Go to **"Getting in touch"**.

# Getting in touch

You might need to get in touch with us. You can do this in the following ways:



Call us at Skipton Direct on **0345 850 1722**.



If you have signed up for our online customer portal, log into your savings account online to send and receive secure messages.

You can also send and receive secure messages through the Skipton App. **You will need to sign up for our online customer portal before you can register for the Skipton App.**



**Chat to a member of our team on our website. Visit [www.skipton.co.uk](http://www.skipton.co.uk)**



**Write to us at:** Skipton Building Society, The Bailey, Skipton, North Yorkshire, BD23 1DN.



**Visit us at one of our branches.** Our website [www.skipton.co.uk](http://www.skipton.co.uk) has details of where to find your nearest branch.

## Lost or stolen security information

If you think someone might know your security details or someone has tried, or might try, to use them to access your savings account, you must phone us **straight away** to tell us. If you don't tell us as soon as you can, there's a risk you will lose your money:



Call us on **0345 850 0469**. This line is open 24 hours a day, 7 days a week, 365 days a year.

If we think your savings account is being used without your permission or there's a security threat, we may get in touch with you to let you know. We'll use the contact details we have for you.

When we get in touch, we'll never ask you to give us access to your security information.

**Please treat all calls, texts and emails claiming to be from us with caution.**

If you're unsure whether it's really us who is contacting you, please contact us via any of the channels above.

## How we'll contact you

We communicate in English.

We'll contact you using the details we have for you. This could be on your mobile or landline phone, email, or at your home or correspondence address. We may also contact you through our online customer portal or the Skipton App (if you're signed up for these services).

If we write to the most recent postal address you have given us and our letter is returned to us undelivered, we'll stop using that address. This is unless a law or regulation requires us to send you information by post.

It's important you tell us if your contact details change. You can update your customer information (your address, email address or telephone number):

- in person, by coming into one of our branches  
(please bring proof of ID, such as a passport or driving licence)
- by post
- by telephone
- using our online customer portal or the Skipton App  
(if you're signed up for these services).

If you change your name, you will need to contact us in person, by post or by telephone. This is because you will need to show us the original documents to evidence the change. If you contact us by telephone, we'll let you know how to send the original documents to us.

If we contact you by email or secure message, we'll treat the communication as having been received by you immediately after we send it, unless we receive a 'failed delivery' notice.

# Contents

1. Your agreement with us.....	6
--------------------------------	---

## Part 1: Your savings account

2. Who can manage your savings account .....	7
3. Receiving payments into your savings account.....	8
4. Withdrawing money from your savings account .....	10
5. Keeping you informed about your savings account .....	14
6. Keeping your savings account safe.....	15
7. What happens if something goes wrong.....	17

## Part 2: Our relationship with you

8. How we can make changes to your agreement.....	19
9. Ending your agreement .....	22
10. Set-off .....	23
11. Other legal information.....	24

# 1. Your agreement with us

## Key terms you need to know

- 'we', 'us' and 'our' is Skipton Building Society (Skipton). It includes anyone who takes over any of our legal rights or duties of your savings account. If we transfer any of our rights in your savings account to someone else, 'we', 'us', 'our' also means the person we transfer them to.
- 'you', 'your' is the person or people named in the application form as the savings account holder(s). This could be one or more individuals or a business.
- 'business day' is every day except a Saturday, Sunday or public holiday in England.
- 'Principal Office' is The Bailey, Skipton, North Yorkshire, BD23 1DN.

The agreement for your savings account is made up of:

### Your account terms and conditions

The account terms and conditions provide details of your specific savings account. For example, they explain how the specific savings account you have chosen works and the interest rate. They also explain how you can access and manage your savings account.

The account terms and conditions will be given to you when you open your savings account.

and

### These conditions

These conditions apply to all our savings accounts. They are split into two parts.

Part 1: Your savings account – these conditions apply when you manage your savings account.

Part 2: Our relationship with you – these conditions apply to our relationship. For example, they tell you things like how we can make changes to your agreement.

If your account terms and conditions say something different from these conditions, your account terms and conditions will apply.

Contact us if you want another copy of these conditions or your account terms and conditions at any time. Go to page 3, "Getting in touch".

## Membership of Skipton Building Society

If you open a share account with us as the account holder or an account is opened on your behalf, you will become a shareholding member of Skipton Building Society. Your account terms and conditions tell you if your savings account is a share account. If you're opening the savings account with someone else, each of you will become shareholding members. You will be bound by the Rules of Skipton Building Society (also called our 'Rules'). Copies of our Rules are available on request.

If you're opening the savings account with someone else, the first person named in our records is the shareholding member with shareholding membership rights. This means the person with voting rights on any resolutions. This person is called the 'representative joint shareholder'.

Your shareholding membership will end when your final savings account with us is closed. Your membership may end if we transfer the savings account to someone else – for example, on a conversion or takeover of Skipton Building Society.

When you sign the application form, you also make some declarations.

One of the declarations is an **agreement to assign windfalls to charity**. You agree that if we transfer our business to a company or another body corporate within five years of you becoming a shareholding member of Skipton Building Society, any conversion benefits to which you may become entitled as a result of that transfer will go to charity. If you have any questions about our charitable assignment scheme, please ask us.

# Part 1: Your Savings Account

## 2. Who can manage your savings account

### Who can give instructions

We'll accept instructions from you.

Sometimes we may agree to let a third party manage your savings account. This means they can make a payment or transfer from your savings account. We'll only accept instructions from someone else if:

- you ask us to let another person help you manage your savings account, and we agree this with you in writing
- we're required by law – for example, where you have given the other person power of attorney, or a court or other competent authority has appointed another person to act on your behalf. A competent authority may include the Department of Work and Pensions
- you're a company or other corporate body and the person giving instructions is a director, officer or employee who's a signatory on your savings account.

If you ask us to accept instructions from someone else, we may contact you to confirm your instructions. We won't do this in the case of an Enduring or Lasting Power of Attorney (Combined Power of Attorney in Scotland).

You're responsible for anything a third party does or doesn't do when they are helping you manage your savings account. This includes if they break this agreement. You won't be responsible for anything a third party does or doesn't do if you have told us to stop that person using or managing your savings account, or if we knew they were acting dishonestly towards you.

### Joint accounts

Unless your account terms and conditions prevent this, you can hold a savings account jointly with one, two or three other people. We'll treat all joint account holders as being entitled to all the money in your savings account, even if there's a dispute about it.

If you have a joint account, unless your account terms and conditions say otherwise, all joint account holders must sign any instruction or confirm instructions on your savings account. If your account terms and conditions allow it, one account holder acting alone can make withdrawals. This means that one account holder can withdraw the entire balance of your savings account without the written permission of any other account holder(s). It's your responsibility to decide whether this is a suitable arrangement for you.

If you tell us that the relationship between joint account holders has ended:

- we'll only follow instructions signed by all account holders, and
- we'll restrict your access to make withdrawals via our online customer portal and the Skipton App if you have signed up for these services.

Unless we need to send communications to each of you, we'll send communications only to the address of the first account holder named on the application form. You can tell us to do something different. Please use our contact details on page 3, "Getting in touch".

If one of you dies, all the money in your savings account passes automatically to the remaining account holder(s) unless we're required by a court order to treat it differently.

# 3. Receiving payments into your savings account

This section explains how you can receive payments into your savings account. Your account terms and conditions explain if you can receive payments to your savings account and the type of payments.

## Types of payment you can receive

If your account terms and conditions allow this, you can make the following payments to your savings account.

### • Cash

You can pay in cash at one of our branches. You may need to fill in a paying-in slip.

We can refuse to accept cash payments if we have reasonable concerns about the source of the money. For example, this could happen if we ask you for evidence of the source of the money and you refuse to provide it.

### • Cheque

You can pay a cheque to your savings account. You will need to tell us which savings account you want to pay it into. You may need to fill in a paying-in slip. You can do this:

- at one of our branches
- by sending the cheque to us at our Principal Office. Please use our contact details on page 3, "Getting in touch".

We don't accept cheques payable to 'payee only' if the payee's name on the cheque is different to the name(s) on the account you want to pay the cheque into. In other words, the name(s) on the cheque must match the name(s) on the account.

For example:

- If Mrs M A Smith has a savings account with us in her name only, she can't pay into that account a cheque made payable to Mr and Mrs Smith.
- If Mrs M A Smith and Mr J W Smith have an account with us in their joint names, cheques made payable to either Mrs M A Smith or Mr J W Smith can be paid into their joint account. This is because they are both named on the account.

### • Debit card

You can make a debit card payment to your savings account. You can do this:

- at one of our branches
- via our online customer portal or the Skipton App (if you're signed up for these services)
- over the telephone. Please use our contact details on page 3, "Getting in touch".

### • Internal transfer from another savings account with us

You can make an internal transfer from another account with us if the terms of the savings account you want to transfer from allow it. You can do this:

- at one of our branches
- via our online customer portal or the Skipton App (if you're signed up for these services)
- over the telephone. Please use our contact details on page 3, "Getting in touch"
- by writing to us at our Principal Office. Please use our contact details on page 3, "Getting in touch".

### • Electronic payment

Different types of electronic payment can be made to your savings account: Faster Payments, CHAPS, standing orders and BACS payments.

You can't make payments to your savings account using a credit card or a pre-paid card. Unlike a debit card, a prepaid card is not linked to a bank account. Generally, when you use a prepaid card, you're spending money you have already loaded onto the card. Someone making a payment to your savings account might check with us that your name matches your other account details. Information we can give them about you can include:

- your name
- the type of account you hold (that it's a personal account).

All payments to your savings account must be in sterling.



## What happens when we receive payments

Depending on how the payment is made to your savings account, it will be available to you and will start earning interest at different times.

Type of payment	When we'll pay the money into your savings account	When it will start earning interest	When it will be available for you to use
Cash	Immediately	Immediately	Immediately
Skipton Building Society cheques	If the cheque is received by 3pm on a business day, <b>the day we receive it</b> If the cheque is received after 3pm or on a non-business day, <b>the next business day after we receive it</b>	If the cheque is received by 3pm on a business day, <b>the day we receive it</b> If the cheque is received after 3pm or on a non-business day, <b>the next business day after we receive it</b>	<b>Four business days after we receive it</b> Skipton Building Society cheques can still be returned unpaid up to <b>four business days after we receive them</b> . If this happens, we'll remove the amount of the cheque from your savings account.
Cheques (except Skipton Building Society cheques)	If the cheque is received by 3pm on a business day, <b>the day we receive it</b> If the cheque is received after 3pm or on a non-business day, <b>the next business day after we receive it</b>	If the cheque is received by 3pm on a business day, <b>two business days after we receive it</b> If the cheque is received after 3pm or on a non-business day, <b>three business days after we receive it</b>	<b>Four business days after we receive it.</b> A cheque can still be returned unpaid up to <b>four business days after we receive it</b> . If this happens, we'll remove the amount of the cheque from your savings account
Debit card	By the end of the <b>2nd business day after we receive it</b>	By the end of the <b>2nd business day after we receive it</b>	By the end of the <b>2nd business day after we receive it</b>
Internal transfer from another savings account with us	Immediately	Immediately	Immediately
Electronic payments	Immediately	Immediately	Immediately

## 4. Withdrawing money from your savings account

This section explains how you can make payments from your savings account and withdraw money. Your account terms and conditions explain if you can make payments and withdraw money from your savings account and the type of payments you can make.

### Types of payment you can make

If your account terms and conditions allow this, you can make the following payments out of your savings account. We explain how you can make the payment or withdrawal. Your account terms and conditions may also contain limits for the value of payments you can make by different methods.

If your account terms and conditions allow it, electronic payments from your savings account by Faster Payments or CHAPS can only be made to a **nominated account** in your name. You can nominate up to two UK bank or building society accounts for each savings account you hold with us. When you set up or change your nominated account, we'll need to do some checks to verify it's in your name. We'll do this by an electronic check, or if we can't, we may ask for documentary evidence from you. While we're doing this, or if we can't verify the nominated account, withdrawals may be delayed or refused. We may also need to do similar checks where law or regulation requires us to.

When you set up your nominated account, we'll ask you to confirm that the account is held in your name and that it's a personal account (rather than a business account).

**Our savings accounts don't have overdraft facilities so you will need to have enough money in your savings account to make the payment.**

All payments or withdrawals you make must be in sterling.

#### • Cash

You can withdraw cash from your savings account from any of our branches during our branch opening hours. Individual branch opening hours are available on our website. Please use our contact details on page 3, "**Getting in touch**".

Unless your account terms and conditions say something different, the most you can withdraw from your savings account in cash at a branch is £500 each day. If you have multiple savings accounts, we may set restrictions on the amount of cash you can withdraw from our branches across all your savings accounts in any day.

Cash withdrawal limits can change. You can get details by contacting us. Please use our contact details on page 3, "**Getting in touch**".

#### • Cheque

Unless your account terms and conditions say something different, the most you can withdraw from your savings account by cheque at a branch is £125,000.

Cheque maximum limits may be higher at individual branches. If you need a cheque for more than £125,000, ask your local branch.

Cheque withdrawal limits can change. You can get current details by contacting us. Please use our contact details on page 3, "**Getting in touch**".

#### • Faster Payments

Normally we use the Faster Payments service if the bank or building society where you want to send a payment to accepts it. If it doesn't, or the payment is above the limit we set for Faster Payments, we'll send the payment by CHAPS. You can find out our Faster Payment limit on our website. Please use our contact details on page 3, "**Getting in touch**".

Faster Payments can be made:

- at one of our branches
- via our online customer portal or the Skipton App (if you're signed up for these services)
- over the telephone (if you're signed up for telephone access). Please use our contact details on page 3, "**Getting in touch**"
- by writing to us at our Principal Office. Please use our contact details on page 3, "**Getting in touch**". You can only instruct withdrawals by post if you want the payment to be made at a future date.

If we choose to send a payment by CHAPS instead of Faster Payment because your payment is over the Faster Payment limit, no fee will apply.

• **CHAPS payments**

CHAPS stands for Clearing House Automated Payment System. CHAPS payments are usually used for large payments. You can ask to make electronic payments by CHAPS. Currently we don't charge for this. CHAPS payments can be made:

- at one of our branches
- over the telephone (if you're signed up for telephone access). Please use our contact details on page 3, "Getting in touch"
- by writing to us at our Principal Office. Please use our contact details on page 3, "Getting in touch". You can only instruct CHAPS withdrawals by post if you want the payment to be made at a future date.

• **Regular payments**

If your account terms and conditions allow it, regular transfers to another Skipton Building Society or one of your nominated accounts can be set up:

- at one of our branches
- via our online customer portal or the Skipton App (if you're signed up for these services)
- over the telephone (if you're signed up for telephone access). Please use our contact details on page 3, "Getting in touch"
- by writing to us at our Principal Office. Please use our contact details on page 3, "Getting in touch". You can only instruct CHAPS withdrawals by post

if you want the payment to be made at a future date.

**What you need to do to make a payment**

To make a payment, you must follow our security procedures, let us know the amount you want to pay and also:

- provide the name of the person or firm you're paying
- provide the account number and sort code of the account you want to make the payment to.

**Please take extra care to ensure all these details are accurate.** If the account information you give us isn't right, we're not responsible to you if you can't get your payment back. For more information on what to do if this happens, go to section 7, "What happens if something goes wrong".

**How long payments take to arrive – we call these execution times**

If you ask us to make a payment, it should arrive by the times shown in this table:

Way of making the payment	Cut-off time	When the payment will be received
Cash	Cash can only be withdrawn during branch opening hours	N/A
Faster Payment	8pm on a business day	<p><b>For payments before the cut-off time:</b> Your payment will usually arrive within two hours. The latest your payment will arrive is by the end of the next business day.</p> <p><b>For payments after the cut-off time:</b> The execution times above will start on the next business day. The payment will be deducted from your savings account for the purposes of calculating interest from the time you instruct the payment.</p> <p><b>For payments made by post:</b> The execution times above will start from when we have received your postal instruction. We may also need to undertake certain security checks for postal instructions, which may also delay the start of the execution times.</p>

Way of making the payment	Cut-off time	When the payment will be received
CHAPS	3.30 pm on a business day	<p><b>For payments before the cut-off time:</b> Your payment will arrive on the same business day.</p> <p><b>For payments after the cut-off time:</b> Your payment will arrive by the end of the next business day.</p> <p><b>For payments made by post:</b> The execution times above will start from when we have received your postal instruction. We may also need to undertake certain security checks for postal instructions, which may also delay the start of the execution times.</p>
Internal transfers	8pm on a business day	<p><b>For payments before the cut-off time:</b> Your payment will arrive immediately.</p> <p><b>For payments after the cut-off time:</b> The payment will arrive on the next business day.</p>
Regular payments out	8pm on a business day	<p><b>For payments before the cut-off time:</b> Your payment will usually arrive within two hours.</p> <p>The latest your payment will arrive is by the end of the next business day.</p> <p><b>For payments after the cut-off time:</b> The execution times above will start on the next business day. The payment will be deducted from your savings account for the purposes of calculating interest from the time you instruct the payment.</p> <p><b>For payments made by post:</b> The execution times above will start from when we have received your postal instruction. We may also need to undertake certain security checks for postal instructions, which may also delay the start of the execution times.</p>

## Cancelling payments

### Types of payment we can't cancel

We can't cancel payments you ask us to make straight away. This includes any money you ask us to send straight away online or via the Skipton App. If you have asked us to issue a cheque payable to a third party, we can't cancel it once it has been given to the third party.

Any cheque you ask us to issue from your savings account is issued by Skipton Building Society. We don't provide chequebooks with any of our savings accounts.

### Types of payment we can cancel

If you ask us to make a payment in the future, you can ask us to cancel it as long as you ask us before the end of the business day **before** the payment is due to be made.

If you want to cancel a payment, please use our contact details on page 3, "Getting in touch".

## When we can refuse a payment

We'll always try our best to make a payment when you ask us to, but sometimes we might not be able to.

As long as we're acting reasonably, we can refuse to make a payment for any of the following reasons:

- The terms of your savings account don't allow you to take money out.
- We don't believe the instruction comes from you or from a third party with permission to act on your behalf.
- You or a third party with permission to act on your behalf haven't given us any extra identity information (ID) or information about the payment we have asked for.
- We don't understand the instructions, or they are obviously wrong.
- You don't have enough money in your savings account to make the payment.
- You have asked us to make a type of payment that your nominated account provider doesn't accept.
- The payment would take you over any maximum payment limits, or any limits we set to protect you and us against fraud or manage our risk.
- We believe your savings account is being used for illegal, unlawful or fraudulent purposes.
- Making your payment would mean we could break a law, regulation, code, court order or contract that we need to comply with.
- Making your payment might expose us to legal action or censure by any government, regulator or law-enforcement agency.
- Where the savings account is a child's account, we may refuse the instructions of the account operator in our discretion, acting reasonably.
- You have broken your agreement in a serious way such as using it for something it wasn't intended or designed for.
- Any other valid reason applies. For example, if we reasonably consider you're not using the account for the purposes of a savings account.

We won't be responsible for any losses you suffer if we have acted reasonably and there are delays or we have refused your payment, for any of the reasons above.

## What happens when we refuse a payment

If we refuse your payment, unless there are legal reasons why we can't, we'll tell you what has gone wrong and why we refused to make the payment.

If we can't make the payment because there's an error with your instructions or we're missing information, we'll tell you what you can do to put things right.

## When we can make a payment

We can take payments from your savings account if we're required to by law or regulation – for example, if a government agency such as the Child Maintenance Service requests this.

## 5. Keeping you informed about your savings account

We'll provide you with information about electronic payments made from your savings account on at least a monthly basis. If you don't wish to receive this monthly, please tell us. Please use our contact details on page 3, "Getting in touch".

We'll give you an annual statement for each of your savings accounts with us.

You can view details of recent payments into and out of your savings account via our online customer portal or the Skipton App (if you're signed up for these services) or we can agree with you what other ways we may make this information available to you. If you're not signed up for our online customer portal or the Skipton App, you can request this information from our branches or Principal Office. Please use our contact details on page 3, "Getting in touch".

## 6. Keeping your savings account safe

We work hard to make sure your savings account and money are kept safe. To do this, we need your help. Keeping your savings account and money safe is your responsibility too. If you don't keep your savings account safe in the way we ask you to, you could lose your money.

If you have any concerns and want to talk to us about how you can keep your account safe, please get in touch with us. Please use our contact details on page 3, "Getting in touch".

### Information we ask for to check it's you

When you manage your savings account there's some information we'll ask for, to check it's you.

- When using our online customer portal, the Skipton App or telephone access – you will need to follow the instructions we give you. This includes instructions about using your security information.
- When in branch – you will need to present your passbook (if you have one for your savings account) and proof of identity we ask for.

### Ways to keep your savings account safe

There are ways to help keep your savings account details safe.

Ways to keep your account safe	Your responsibilities
<p><b>Your security information</b></p> <p>This is the information we ask you to give us before we let you manage your savings account. It includes your login ID number, any extra layer of security, your online customer portal password, your security questions and any memorable words.</p> <p>We can stop using one of these details or introduce new ones at any time.</p>	<ul style="list-style-type: none"> <li>• Keep your security information private.</li> <li>• Avoid using a password that is easy to guess, such as your date of birth.</li> <li>• Never write down your security information or share it with anyone else, including us.</li> <li>• Don't use the same password, memorable words or security questions for different accounts or cards you have.</li> <li>• Quickly destroy any information we give you about your security information.</li> <li>• Tell us straight away if someone asks you to share your information to protect your savings account against fraud or asks you to lie to us about why you're making a withdrawal.</li> </ul>
<p><b>Any technology you use to access your savings account</b></p> <p>Technology you use to access your savings account includes things like your mobile phone or computer, which you use for your online access.</p>	<ul style="list-style-type: none"> <li>• Only use devices that you trust. This means making sure your devices have regular checks for viruses.</li> <li>• Don't leave your device while you're still logged into our online customer portal or the Skipton App. Someone else might be able to manage your savings account while you're still logged in. If you need to leave your device, make sure you logout first.</li> <li>• Tell us straight away if someone asks to view/access your computer remotely using software or an app they ask you to install. They may tell you this is to protect your device or account.</li> </ul>
<p><b>Our online customer portal and the Skipton App</b></p>	<p>You shouldn't login to our online customer portal or the Skipton App using a public wi-fi network. A public wi-fi network is one that doesn't need a password.</p>
<p><b>Passbooks</b></p>	<p>If you have a passbook for your savings account, you need to keep your passbook somewhere safe.</p>

## When we can stop you using your savings account

Sometimes, we might need to block your savings account. This will stop you accessing your savings account.

We'll only do this if we're acting reasonably, and:

- we think your security information is being used by someone else without permission (for example, if there's unusual activity on your savings account)
- there are other legal, regulatory or security reasons why we need to do so.

If we stop you accessing your savings account, we'll contact you before we do, or at the latest straight after. We'll also tell you why we stopped you accessing your savings account unless there are legal reasons why we can't.

When the reasons for stopping you accessing your savings account have ended, we'll unblock your savings account.

## How we'll contact you

If we think your savings account is being used without your permission or there's a security threat, we may contact you to let you know. We'll use the contact details we have for you.

When we get in touch, we'll never ask you to give us access to your security information.

**Please treat all calls, texts and emails claiming to be from us with caution.** If you're unsure whether it's really us who is contacting you, please get in touch with us. Please use our contact details on page 3, "Getting in touch".

## Lost and stolen security details

You should tell us as soon as possible by calling us on 0345 850 0469 if you think that:

- someone might know your security information, or
- someone has tried, or might try, to use your security information to access your savings account

When you call us, we might ask you to:

- give details of the place(s) that you normally manage your savings account
- tell us how you think someone found your security information who shouldn't have
- explain how you think your security information might have been wrongly used
- report the incident to the police and help them with their enquiries.

If you lose money because your security information has been lost, stolen or misused, you may be able to claim it back. Please see the part of section 7 called "Responsibility for unauthorised payments" for more information.



# 7. What happens if something goes wrong

## Mistaken payments

### If you make an error

If you tell us to make a payment from your savings account, we'll assume you have given us the correct account details.

### If we make an error

If we haven't followed your instructions correctly, we're responsible to you.

### Missing payments

If you think a payment you have sent from your savings account hasn't been received by your nominated account, let us know as soon as possible. We'll try to trace the payment and let you know what we have found.

### Payments you don't recognise

You must tell us as soon as possible, or at least within 13 months of the payment being taken from your savings account, if you think we have made a payment that you:

- have cancelled
- haven't authorised
- don't recognise or think is incorrect.

## Receiving money by mistake

If we are told by another bank or building society that money has been paid into your savings account by mistake, we'll take it back out of your savings account. Before we have taken it out, we may put a hold on the money so you can't withdraw it.

We'll try to contact you to tell you if we think you have received money by mistake. We won't contact you if we know the money was paid into your savings account because of a system error.

If we can't return the money – for example, if you have withdrawn it from your savings account before we were told it had been paid in by mistake – then we may provide details about you and the payment to the bank or building society that sent the payment. We'll contact you to ask for the money to be returned.

If you don't agree the money was paid into your savings account by mistake, we'll ask you for evidence of this.

## Responsibility for unauthorised payments

If you're not responsible for an unauthorised payment, we'll refund your savings account with the full amount of the payment. We'll do this no later than the end of the next business day.

We have set out where we'll be responsible for payments below:

Situation	Who is responsible
You have been fraudulent	You're responsible
An unauthorised payment is made using your security details before you received them	We're responsible
After you have told us that your security details have been lost or stolen or might be misused	Unless you have been fraudulent, we're responsible.
You have failed, intentionally or with gross negligence, to keep your security details safe	You're responsible unless: <ul style="list-style-type: none"><li>• the payment was made online, through the Skipton App or telephone</li><li>• we haven't provided a way for you to tell us that your security details have been lost or stolen, or</li><li>• we haven't checked that it was you who authorised the payment in the way we're legally required to.</li></ul>

Situation	Who is responsible
Your security details were lost, stolen or misused but you couldn't have known about it	Unless you have been fraudulent or grossly negligent, we're responsible.
You have given us incorrect information about the payment	You're responsible, but we'll make reasonable efforts to help you recover the money. If we can't recover the money, we'll give you information about the payment to help you try to get the money back.
We haven't followed your instructions correctly, including if you tell us not to make a payment	Unless you're acting fraudulently, we're responsible. As soon as possible, we'll restore your savings account to how it would have been if we had made the payment correctly. If you ask us, we'll ask the recipient's bank to correct the interest on their customer's account. If the money has gone missing, we'll try to trace it if you ask us to.
We receive money to be paid into your account, but we delay paying it in	We're responsible and we'll restore your savings account to how it would have been if we had paid in the money correctly.
In all other situations – if you couldn't have known about the loss, theft or use or attempted use of any document or other verification details we give you, or if any loss was caused by us or our employees, we'll refund the full amount of the payment unless you're fraudulent or grossly negligent.	

When we say '**gross negligence**' or '**grossly negligent**' we mean you have done something that was obviously wrong or careless. For example, you have not kept your password secret.

### When we're not responsible for things going wrong

We won't be responsible if you have given us correct account details, but the payment hasn't gone to the person you expected it to – for example, this might happen because you say the nominated account is in your name when it isn't. This is sometimes known as authorised push payment fraud. If this happens, unless we're required to do so by law or regulation, we're not responsible for repaying you. We can help you try to get your money back, though we're not obliged to.

**You should tell us as soon as possible if you think this has happened.**

**Please phone us on 0345 850 0469**

This phone line is open 24 hours a day, 7 days a week, 365 days a year.

**You can also chat to a member of our team on our website or email [reportscam@skipton.co.uk](mailto:reportscam@skipton.co.uk)**

Please be aware that webchat and email are only monitored during opening hours, which can be found on our website.

## Part 2: Our relationship with you

### 8. How we can make changes to your agreement

We may make changes to the agreement from time to time.

#### Types of changes we may make

- The terms of your agreement.
- The interest rate(s) on your savings account.
- The interest rate tier(s) on your savings account.
- Any charges you pay when you manage your savings account, including the introduction of new charges.

#### Reasons we can make these changes

Reason for change	Detail of the reason for change
Changes in costs	To enable us to respond to a change in our costs that we reasonably incur in managing the savings side of our business including providing and administering savings accounts.
Changes in our running costs	There may be changes in our costs of running our business that are beyond our reasonable control.
Changes in the law	To enable us to respond to a change in the law, regulations, industry guidance or codes of practice.
Decision by a court or regulator	To enable us to respond to a decision by a court, regulator or the Financial Ombudsman Service.
Improving our service	To enable us to provide an additional way for you to give us instructions or operate your savings account, which we reasonably believe will improve the savings service we provide.
Changes in the technology we use	As a result of changes in the technology or other systems we use that affect the way we provide your savings account to you.
Managing costs	To enable us to manage in a reasonable and proportionate way the overall costs to us of raising the money we lend to our mortgage borrowers. This is because we use the money you save with us, together with the money we raise from other financial institutions, the financial markets and investors, to lend to our mortgage borrowers. We have to balance the interest rates we pay you with both the rates we pay to borrow or raise other funds and the interest rates we charge on our mortgages.
To make your agreement clearer	To make your agreement clearer or to make it plainer and more intelligible.
To maintain our financial strength	If it's necessary to maintain our financial strength, in the interest of all our members and the business as a whole. We'll only use this reason in agreement with our regulator.
To correct mistakes	To correct any mistakes where it's reasonable to do so.

## Changes to interest rates

In addition to the above, we can make changes to interest rates or our charges for the following reasons:

Reason for change	Detail of reasons for change
Changes in externally set interest rates	To enable us to respond to changes in the Bank of England Base Rate, or other external benchmark rates or indices.
Changes in tax rates	To enable us to respond to a change in tax rates.
Your interest rate is calculated on the basis of a reference rate and there's a change in the reference rate	If your account terms and conditions say we'll calculate the interest rate that applies to your savings account on the basis of an interest rate that comes from a publicly available source (sometimes called the 'reference rate') which can be verified by both you and us, then the rate will change in line with the reference rate.

## Changes for any valid reason

We may also make changes to the agreement, including interest rates or charges for any other valid reason which we have not yet been able to anticipate, and which affects our savings business or the business as a whole. If we do so:

- you may, within two months of receiving notice of the change, switch your savings account or close it without having to pay any charges and without losing any interest up to the date of switching/closure, and
- we'll tell you this, and that we're making the change in line with this condition when we give you notice.

## Converting or renaming your savings account

If we have a valid reason for doing so, we may:

- convert your savings account to another savings account we offer our customers, or
- rename your savings account.

We'll give you at least two months' notice if we do this.

Once we have given you notice that we're converting or renaming your savings account, you will have the option to switch or close your savings account immediately. We'll remind you of this right when we send you the notice and give you the information you need to be able to switch or close your savings account if you decide to.

## How we'll tell you about changes

We'll give you notice when we make changes. The notice we give you will depend on the change we're making.

We'll give you notice as follows:

If we <b>reduce</b> a variable interest rate we control	If your savings account has £100 or more: we'll give you at least 14 days' notice in writing. If your savings account has less than £100: via our website or in branch.
If we <b>increase</b> an interest rate	Via our website or in branch.
If your interest rate is changing automatically to reflect a change in the reference rate	No personal notice unless your account terms and conditions say otherwise. We'll publish the change on our website.
If we change your agreement with us (except for interest rates)	We'll give you at least two months' prior written notice of any changes to terms other than interest rates. If you don't want to accept the change you can close your account. If you don't close your account, we'll regard you as having accepted the change on the day the notice says it will come into force.

If postal services are suspended or restricted and we can't send notice of interest-rate changes by post, we can give notice by publishing a notice in two or more daily newspapers with national circulation and by displaying notices in our branches and on our website.

# 9. Ending your agreement

## When we end your agreement

We can close your savings account at any time without giving you a reason. We must give you two months' notice if we're going to do this. If you have a fixed-term or notice account, we may have to give you more notice.

We may also end your agreement immediately or on less notice if we reasonably believe you have seriously or persistently broken any terms of the agreement. We can also do this if we have reasonable grounds for thinking you have done any of the following things:

- You have given us false or misleading information.
- You have not complied with your obligations under the agreement in a material way.
- You have put us in a position where we might break a law, regulation, code of practice or other duty that applies to us if we keep your savings account open or if keeping your savings account open exposes us to action or censure from any government, regulatory or law enforcement agency.
- Your behaviour towards any of our staff, or any other individuals on our premises, is threatening, abusive, harassment, discriminatory, or otherwise inappropriate.
- You have committed (or attempted) fraud against us or someone else.
- You have used or tried to use your savings account illegally or for criminal activity.

We can also close your savings account if we find out that you're not eligible for it. This might happen where you're a company and your account is a share account. We may need to close your account if no suitable non-share account is available.

We'll tell you in writing as soon as we can that we're closing your savings account. We won't do this if it would compromise reasonable security measures or be unlawful.

## When you can end your agreement

You can close your savings account and end your agreement at any time during usual business hours unless you have a:

- fixed-term account – you must wait until the end of the fixed term (unless you have a fixed-term ISA – please see account terms and conditions for details of any penalty that may apply for early closure)
- notice account – you must give us the notice required by your account terms and conditions.

## What happens when your agreement ends

If your savings account is closed, we'll pay interest at the rate that applies to it up to the day it is closed. We'll deduct any charges and other amounts we're entitled to deduct under your account terms and conditions.

## If you stop using your savings account

If you haven't used your savings account for a long time, we may close it. We'll give you two months' written notice if we plan to do this and explain what you can do to keep it open.

If there's money in your savings account, we'll tell you how to claim it.

We'll only do this if:

- no payments are made to or from your savings account for six years
- we can't trace you after making reasonable enquiries.

If you contact us after we have closed the savings account for this reason and give us proof of your identity, we'll pay you the balance of your savings account when it closed. We'll adjust the balance to take account of the interest we would have paid and any charges we would have deducted if your savings account had remained open.

## 10. Set-off

You must pay any money you owe us on your savings account immediately.

If you don't pay money you owe us under another agreement with us when you should have done, such as your mortgage agreement, we may use money in any of your savings accounts to pay off some or all of the debt. This is called a 'right of set-off'. We'll only do what the law allows.

We can do this if the savings accounts are in your name only or joint names. We'll only use money from a joint account if all the savings account holders owe us money under the other agreement. We won't take the money we think you need for essential living expenses. We also won't take

money you need to pay certain other important debts to which we must give priority.

If there's a debt on your joint account, each joint account holder will be jointly and individually liable to pay the full amount due to us. This means you're all responsible (as individuals and together) for making sure you don't break the agreement.

# 11. Other legal information

## How we use your personal information

- You consent to us accessing, processing and retaining any information you give us for the purposes of providing payment services to you. Payment services are electronic payments into or out of your savings account.
- You can withdraw your consent. If you do, we'll stop using your information for this purpose. However, we may continue to process information about you to administer your savings account – for example, if we're allowed or required to by law.
- We'll deal with tax as required by legislation and HMRC guidance. Your account information will be reported to HMRC. If legally required, HMRC may share the information with the government of another territory.

This doesn't affect any rights and obligations that you or we have under data protection legislation.

## The law that applies to your agreement

Your agreement is governed by the law and regulations of the part of the UK where you live. The laws and regulations of that country will also decide any legal questions about our relationship with you before this agreement is made.





Call us on **0345 850 1722**



Message us on **Webchat**

Skipton Building Society is a member of the Building Societies Association. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under registration number 153706, for accepting deposits, advising on and arranging mortgages and providing Restricted financial advice. Principal Office, The Bailey, Skipton, North Yorkshire BD23 1DN. Ref: 10-2057 - 322905 - 15/05/2023