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Savings General Terms & Conditions

Connecting our communities
with a better financial future.



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1 | You and Newcastle Building Society

MAKING CONTACT

How we can contact you

We may contact you by post telephone or electronically using the contact details we have for you, including any e-mail addresses you have agreed we can use. Correspondence will be sent to the first named account holder. Where we hold an e-mail address for you, correspondence will be sent by e-mail, otherwise it will be sent by letter. It is your responsibility to ensure that the e-mail address we hold for you is kept up-to-date. If any e-mail cannot be successfully delivered to you, we will send you information by letter.

We will never ask you for details about your account, security details or any confidential information by e-mail. So please do not reply to any e-mail asking for this information. Please tell us if your contact details change. If you don't tell us, we will not be responsible if we cannot contact you or we send confidential information to an old address. We'll communicate with you in English.

How to contact us

Visit one of our branches For addresses, phone numbers and opening hours:

www.newcastle.co.uk/branch-finder/

Call us: 0345 734 4345*

Monday to Friday 8am – 6pm (excluding bank holidays)

*Calls to 03 numbers cost the same as a call to a standard '01' or '02' landline number, even when calling from a mobile. The actual cost you are charged will depend on your landline or mobile provider and whether you have any bundled minutes or free call packages.

Online: www.newcastle.co.uk

Write to us: 1 Cobalt Park Way, Wallsend, NE28 9EJ.

OPENING AN ACCOUNT

To open an account, you'll need to either:

- send us a completed application form and the amount you are opening the account with; or
- complete an application form online and transfer the amount you are opening the account with to us.

You can only apply for an account if you're a UK resident with indefinite leave to remain in the UK and you must continue to remain a UK resident while you have the account. Also you can only have the account for your own personal use, not for business, unless it's one of our special accounts for organisations (see the specific product terms).

Whenever you commence a business relationship with us we are required by law to check your identity and verify your address to satisfy current Money Laundering regulations. We will do this at the time you submit your application either electronically, using an appropriate external agency, or ask for documentary evidence. We may also conduct further due diligence checks at any time during your business relationship with us.

BEING A MEMBER OF NEWCASTLE BUILDING SOCIETY

Most of our account holders are members

Unless the product specific terms of your account say otherwise your account is a share account.

This means it gives you membership rights in Newcastle Building Society but only the first named account holder can vote in our annual AGM.

You're bound by our Rules

By opening an account you agree to be bound by the Rules of Newcastle Building Society. If you'd like a copy of our Rules, call us or visit our website:

www.newcastle.co.uk/about-us/governance/our-committees/

Transferring windfalls to charity

Unless you were a member on 31 March 1999 and have been continuously since then our Charitable Foundation scheme may apply to you. When you open an account with us, you'll agree that any windfall benefits may be passed directly to our selected charity. For further information on this please ask us or view it online: www.newcastle.co.uk/faqs/charitable-foundation/

A windfall benefit is a benefit which a person has the right to receive as a shareholding member of the Society, under the terms of any future transfer of the Society's business to a successor (e.g. on a conversion or a takeover).

ACCESSIBILITY

We're committed to making sure that all of our products and services are accessible to all of our members.

If you want these terms in larger print, in Braille or audio format, please let us know. If you'd like more information or want to receive correspondence from us in an alternative format please call us on: 0345 734 4345 or contact your local branch. You can ask for a copy of these terms at any time by asking us for a copy (see 'Making Contact').

2 | Using your Account

PAYING IN MONEY

The table below shows you the different ways you can pay into your account.

Method of payment	When we can receive your money	When are your funds available
Cash over the counter at a branch	During our opening hours	We add the money to your account balance immediately
Cheque over the counter at a branch	If paid in before 4.30pm	We apply the cheque to your account immediately and funds are normally available to withdraw no later than the 4th working day after you pay it in
	If paid in after 4:30pm	We will give you a receipt but apply the cheque to your account on the following business day and funds are normally available to withdraw on the 5th working day after you pay it in
Cheque posted to us	We receive the cheque during the opening hours of our Head Office	We apply the cheque to your account on the same day we receive it, if it is paid in before 4.30pm, and funds are normally available to withdraw no later than the 4th working day after it is applied to your account. If it is received after 4.30pm, we will pay it in the next business day, and funds are normally available to withdraw no later than the 5th working day after it is applied to your account.
Remember: Cheques should be payable to the account holder and not Newcastle Building Society		
Internal transfer (between Newcastle Building Society accounts)	During our opening hours	We normally add the amount to your account balance immediately
Electronic transfers, including standing orders (from an account with another bank/building society)	We'll receive the money on the working day it's sent from the sending bank Remember: quote your account number as the reference! Otherwise the payment may be returned.	Funds will be credited to your account on the day you send them to us, including weekends and bank holidays, provided you include your full roll number with the payment.
Please note: For all transactions, except cheques, interest will be paid from the date we receive the transaction. For cheques, interest will be paid from the working day following receipt (assuming it clears). We reserve the right to ask for evidence as to the Source of Funds and Source of Wealth surrounding significant transactions.		
We also have the right to stop a transaction if we reasonably believe the security of your account has been compromised (for example, we reasonably believe you have not instructed us to make the transaction), or there is suspected unauthorised or fraudulent use of your account. If we decide to stop a transaction, we'll normally tell you as soon as we can (and sometimes before we stop a transaction) unless it may compromise security measures or we'd be breaking the law if we did.		

TAKING MONEY OUT

How you can withdraw depends on your account

Depending on the product special conditions, you can withdraw money from your account in a branch using a passbook or passcard, by telephone or on-line.

The table below shows the different ways you can withdraw money from your account, subject to the product special conditions.

Type of withdrawal	Daily Limit	How
Cash	£500	Visit one of our branches
Cheque	Under £50,000 Over £50,000	Visit one of our branches Write to us at our Head Office Call us on 0345 734 4345
Automated payment	Any amount	By logging on to your account on-line At one of our branches, if you have a nominated account set up. Call us on 0345 734 4345
CHAPS* (only available for house purchases)	Any amount	Visit one of our branches Call us on 0345 734 4345

*If you make a CHAPS payment a fee will apply which will be taken from your account – our current fees are set out on in our Charges section.

You may have to go through extra security checks if you want to withdraw more than £250,000 and any withdrawals must be authorised by you

We may ask you to give us proof of your identity or provide additional information or documents to us, before we agree to carry out the transaction. The withdrawal cannot be authorised by you until you have provided us with the information we ask for.

You must always keep your account in credit

You can only make withdrawals if you have enough money in your account.

The money must belong to you or someone you are acting for

If you pay in any money, it must belong to you or any registered beneficiary who you are acting for.

We can ask for evidence about where the money came from and who owns the money that is being paid into the account.

2 | Using your Account

Cut off times

If your withdrawal is authorised before the cut-off times shown below, it will be processed on the same day (assuming it is a working day) and received by the recipient by close of business on the next working day.

The cut off times are:

Method	Cut-off time
Branch	Branch closing time (unless your withdrawal must be processed by our Head Office in which case 3.00pm)
Automated payment	4pm (payments can only be made to a nominated account in your name)
CHAPS	11am (but only where this is by prior arrangement with us)

NOMINATED ACCOUNTS

You can set up one nominated linked account to be used for withdrawals

Subject to the product special conditions, one nominated linked account can be set up to be used for withdrawals.

You can only have one nominated linked account which will apply across all of your accounts with us. If you hold a joint account, the same nominated linked account will also be linked to this.

The nominated linked account must be held in your name

The nominated linked account must be a personal current account, held in your name and registered to your home address. We may ask for proof of this.

You can change which account you use as your nominated account

If you hold an online account, you can change your nominated linked account online. If you hold any other type of account, then you can write to us to change it or visit one of our branches.

The quickest way to change your nominated account is online.

Changing your nominated account online

If you add or change your nominated linked account online, a code will be sent to you by 2nd class post. Once received you can activate your nominated linked account by following the instructions provided to you.

Changing your nominated linked account by telephone, post or in branch

If you add or change your nominated linked account by telephone, post or in branch, it can take up to 6 working days for this to happen and you may be required to complete security checks.

Until it is changed, no withdrawals can be made to the new nominated linked account but you can continue to make withdrawals to your existing nominated linked account.

Before changing a nominated account we may carry out checks to ensure the account is held in your name

We may carry out electronic checks to ensure the account is held in your name.

If we cannot confirm that the nominated account is held in your name we may ask you to provide documents to prove ownership.

JOINT ACCOUNTS

Each of you is responsible

Unless the product special conditions say otherwise, your account may be held as a joint account by up to four people. These terms and conditions apply to each of you together and separately.

Each of you can make changes and take money out

Each joint account holder can manage the account and make withdrawals unless:

- all of you have told us that two or more of you must authorise all withdrawals and changes, or
- we are made aware of a dispute between any of you

If we know that there is a dispute between any of the account holders, we will not allow any withdrawals or changes to the account until we receive signed instructions from every account holder.

We'll treat each of you as having the right to all the money

If you have a joint account, we'll treat each of you as having the right to all of the money in the account and we will not be concerned with how the money is split between you.

The survivor owns all the money

If a joint account holder dies, the account will remain open in the name(s) of the surviving account holders and they will own all of the money in the account.

When we receive the death certificate or grant of representation, we will change the account into the name(s) of the survivor(s).

CLOSING AN ACCOUNT

How you can close your account

You have the right to cancel these terms, and close your account, within 14 calendar days of opening the account without any penalty and without giving us any reason. Any interest earned during this period will be paid based on the product rates applicable at that time.

You can also close your account at any time, unless your product specific terms say otherwise.

How we can close your account

We can close your account at any time by giving you at least two months' notice in writing. If there is money remaining in your account when it is closed, we will (unless you tell us otherwise before your account closes) either:

- send you a cheque for the balance (together with any interest) within 14 calendar days; or
- electronically transfer the balance to a nominated account within 14 calendar days.

We can close your account immediately if:

- you've been physically or verbally abusive or threatening to our staff or customers or have damaged our property;
- you were not entitled to open an account;
- you have failed to provide us with information that we have requested;
- you have provided us with false information;
- we reasonably suspect that you or someone else is using or intends to use your account for illegal or fraudulent purposes;
- you seriously or repeatedly breach these terms and conditions or the product specific terms of your account and you do not put things right within a reasonable time of us asking you to do so; or
- by continuing to operate your account we may be exposed to an unacceptable risk of being in breach of a law, regulation, code, court order or other duty, or to action from any government, regulator or law enforcement agency.

3 | Interest, Charges and Changes

CHANGES TO OUR TERMS, CONDITIONS, INTEREST RATES AND CHARGES

We can change these terms and conditions and the product specific terms for your account at any time. This includes changes to interest rates and charges BUT any change will be appropriate and in proportion to the impact on us.

Unless the product special conditions say otherwise, we can change these terms, the rate of interest or any of our charges for any of the following reasons:

- to reflect changes in market conditions;
- if the change is to the advantage of our members;
- to respond to changes in how much it costs us to provide accounts, including our funding costs if relevant;
- to make the interest rates being paid to savers consistent following any acquisition or transfer of savings accounts or any conversion or takeover of, or merger with, another financial institution;
- to reflect changes in technology, or to provide for the introduction of new or improved systems, methods of operation or services;
- to make sure we maintain our financial strength and are run prudently for the benefit of our members;
- to correct mistakes (if it is reasonable for us to do so);
- to respond to changes in the law, the interpretation of the law, decisions or recommendations of an Ombudsman, regulator or any code of practice with which we intend to comply; or
- to respond to changes in a reference rate.

How we let you know if we make any changes to our terms, interest rates or charges (see the table below)

Type of change	Notice	When we inform you	Can you close your account without charge?
Changes to our product special conditions, terms or charges that disadvantage you	Personal notice in writing	At least 30 calendar days	Yes - within 60 calendar days of our notice
Changes to your interest rate that disadvantage you	Personal notice in writing	At least 14 calendar days	Yes - within 30 calendar days of our notice
Any other changes	Personal notice and/or notice in branch or our website	Immediately	Yes unless the product special conditions say you can't

CHARGES

Our current charges are listed below and on our website: <https://www.newcastle.co.uk/savings/terms-conditions/> You can ask us for a copy of our current charges at any time. We can change our charges for any of the reasons set out in the table on page 9.

Type of charges	Amount
Auditor's letter (per account)	£20.00
Tracing a BACS payment (per account)	£40.00
CHAPS charge (within the British Isles) (for each transaction)	£30.00
CHAPS charge (international) (for each transaction)	£60.00
Information about a closed account (per account)	£10.00
International payment inwards fee (per account)	£ 6.00
Unpaid cheque charge (per cheque)	£15.00

The above charges apply to each account (unless we say otherwise). If you have an easy access account, the charge will be debited to your account. If you have any other type of account, you must pay us the fee before the request can be dealt with.

4 | Security

USING AND PROTECTING YOUR ACCOUNT

You must keep your passbook and security details safe!

If you have a passbook or passcard this belongs to us.

You must keep all your security details safe and secure at all times.

We will never give out your security details but we may include your account number on correspondence we send to you for ease of reference.

If your personal details change – let us know straightaway

So we can continue to contact you about your account, please let us know as soon as possible if you change your:

- name;
- address;
- phone number; or
- e-mail address

We may ask you for proof of your identity when you change your details.

You must tell us immediately if your security details are used by someone else.

You must tell us immediately if your security details are lost, stolen or at risk of being misused. You can do this by contacting us (see 'Making Contact' in section 1).

We may stop the use of your security details if we reasonably think, or suspect, they could be used by someone else.

Operating an account for account holders under 16

If the account is opened for a child under the age of 16, we will open it in the child's name as long as there is a named person aged 18 years or over who can operate the account. They will be called the **"registered contact"**.

If there is a registered contact, any withdrawals must be solely for the benefit of the account holder **and not** the registered contact.

When the account holder reaches the age of 7 they can use the account together with the registered contact and when they reach 16, the registered contact will be removed and will no longer have access to the account.

UNAUTHORISED TRANSACTIONS

You must 'authorise' transactions

You'll authorise a transaction if you ask us to make a withdrawal using a passbook or passcard, by telephone or on-line (and you may need to give us your roll number). Once you've given us your authority, you cannot cancel it.

An 'unauthorised' transaction is a payment made from your account without your permission.

A transaction is 'unauthorised' if it was fraudulent or there's a dispute.

A transaction is not unauthorised if:

- we can prove you authorised the transaction; or
- we can prove you are at fault because you acted fraudulently or because you deliberately or with 'gross negligence', failed to protect the details of your passbook, passcard or security details in a way that allowed the transaction.

An ‘incorrect’ transaction is our mistake

A payment is incorrect if, contrary to your instructions, we give wrong information to your payee’s bank, e.g. the account number or the amount.

We’re liable to you for an incorrect payment unless we can show that the payee’s bank received the payment correctly.

We’re responsible for carrying out your instructions correctly.

If you discover an incorrect or unauthorised transaction

You must let us know as soon as possible but always within 13 months of the date of the transaction. If you don’t notify us within 13 months, we might not give you a refund.

If money is taken out of your account without you authorising it, here’s how you may be responsible:

Situation	Who’s responsible?
If we can prove you authorised the transaction or you have acted fraudulently.	You’re responsible for everything you lose.
If you’ve been ‘grossly negligent’ by failing to take care of your passbook, passcard or security details	You’re responsible for everything you lose up until the time that you let us know about the unauthorised transaction.
All other situations	You’re responsible for £35 maximum.

We will refund you if money is taken out of your account without your permission.

If you tell us that you didn’t authorise a payment from your account, except when we decide to investigate, we’ll refund the amount taken out within 24 hours, or by the end of the next business day if we are notified on a Friday, and return your account to the position it would have been in if the transaction had not taken place.

If we later discover that you did allow the transaction, we’ll claim the amount back from you as well as any fees and interest you owe us.

We may investigate before we refund you.

If we reasonably suspect that you may not be entitled to a refund we may investigate before giving you the refund.

If we decide to investigate we’ll tell you by the next working day and may ask you to confirm in writing that you didn’t authorise the payment.

We’ll carry out an investigation as quickly as we can. Unless we can show that you authorised the transaction or that you’re responsible for it we’ll refund you within 24 hours.

5 | Other Information

OUR RIGHT OF SET-OFF

If you owe us any money, we can take it from another account you have with us.

If you owe us money (for example, on a loan, mortgage or otherwise) and, even after we remind you, you do not pay us, we may 'set off' your debt.

This means we use the money you have in another account with us (including this account) or any interest we owe you to reduce or repay the amount you owe us.

We'll tell you before we set off

When we want to use our right of set off, we'll tell you at least 14 days before we set off.

If we do set off, we'll write to you immediately to confirm how much we deducted from the amount you owe us and when we did it.

We're fair and sensible about setting off

We won't set off if we know that someone else has rights to the money in the account or if you received the money from a government body or agency

When we're deciding whether to set off, we'll bear in mind whether the account is used for day to day living expenses.

WHAT TO DO IF THINGS GO WRONG

If you're not happy with our service, please let us know

We always try and provide a high quality service to our members. However, we understand things sometimes go wrong. If they do, we'll try and put them right quickly and fairly.

Our complaints procedure can be viewed by visiting one of our branches, or by visiting:

www.newcastle.co.uk/complaints If it's easier, please call us on **0345 734 4345** and we'll send you a copy.

You can take your complaint to the Ombudsman

If you're still not happy with the way we've dealt with your complaint, you can refer your complaint to the Financial Ombudsman Service for investigation.

For more information about the service visit:

www.financial-ombudsman.org.uk

Your savings are protected

Your eligible savings with us are protected up to a total of £85,000 by the Financial Services Compensation Scheme.

Any savings you hold above the £85,000 limit are unlikely to be covered.

To find out more, including how the FSCS covers joint accounts and temporary high balances ask us or visit the FSCS website: **www.fscs.org.uk**

OUR PRIVACY POLICY

Our Privacy policy describes how we collect your information, how we use it and why

We change the policy occasionally to keep it up-to-date.

To view our current Privacy Policy, go to www.newcastle.co.uk/faqs/website-online-services/privacy-data-protection-policy

GOVERNING LAW AND COURTS

We're governed by English law and the Courts where you live deal with any disputes

These general terms and conditions and your account's product special conditions are governed by English law. Any disputes will be dealt with by the courts having jurisdiction over the part of the United Kingdom where you live (i.e. England & Wales, Scotland or Northern Ireland).

5 | Other Information

GLOSSARY

Account	means your savings account with us subject to these terms and conditions and any product special conditions
Account holder(s)	means a person whose name the account is held in (whether alone or with someone else)
Agent	means someone who acts on our behalf and offers basic counter services from their offices
CHAPS	means the Clearing House Automated Payment System and is the process of making electronic bank to bank same day payments in the UK
Cut-off time	means the latest time we can process instructions or add payments to your account
Electronic or electronically	means any form of message made by any type of telecommunication, digital or IT device – including the internet, e-mail and/or SMS
FSCS	means the Financial Services Compensation Scheme
Funds	means the amount you or anyone else pays in to your account
Joint account	means an account which is held by more than one account holder
Nominated account	means a UK personal current account, which can receive electronic transfers and is held in your name
Ombudsman	means an official appointed to investigate individuals' complaints against an organisation for example the Financial Ombudsman
Personal notice	means a notice we give to you individually either by letter, by e-mail or by an insert in a statement
Product special conditions	means the product terms and conditions of your account which are set out in the product terms
Registered contact	a person, over the age of 18 years, who can operate an account on behalf of a child under the age of 16 years
Roll Number	means your full account number which will consist of a 3 digit prefix made up of letters and/or numbers followed by 7 numbers followed by a further 3 digits made up of the first three letter of your surname e.g. A4Q 1234567 ABC
Security details	means your passbook or passcard or if your account is operated on-line or by telephone, your unique user ID, password, memorable data and any other personalised security details
Working day	means any day except Saturdays, Sundays or English Bank Holidays



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*Newcastle Building Society introduces to Newcastle Financial Advisers Limited for advice on investments, pensions, life and protection insurance, and inheritance tax planning. Newcastle Financial Advisers Limited is an appointed representative of Openwork Limited which is authorised and regulated by the Financial Conduct Authority.

Newcastle Building Society Principal Office: 1 Cobalt Park Way, Wallsend, NE28 9EJ. Newcastle Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Newcastle Building Society is entered in the Financial Services Register under number 156058. Call 0345 734 4345 or visit us online: www.newcastle.co.uk
Details are correct as at time of print (May 2021**). DEV115