

GENERAL TERMS AND CONDITIONS FOR SAVINGS ACCOUNTS

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SECTION 1

WELCOME TO CHELSEA BUILDING SOCIETY

A big thank you for choosing Chelsea Building Society as the home for your savings!

We've been helping savers achieve their life goals for more than 150 years – today we call it 'Helping Real Life Happen'.

So whether you're saving for a new car, a well-deserved holiday or you want the security of a safety cushion, we're here to help look after you and your money.

If you open an account it will be with Yorkshire Building Society (trading as Chelsea Building Society and the Chelsea). The Chelsea operates under its own brand with its own products.

About these terms and conditions

In Yorkshire we're renowned for our straight-talking – something we hope is reflected in these terms and conditions. We appreciate they won't be high on your list of favourite reads. So where we can we've ditched the finance and legal-speak to make your savings account easy to understand.

If you'd like another copy of these terms and conditions, you'd like them in another format, or you have any questions, please get in touch. See section 11, '**How to contact us**' at the end of this document.

Our Terms and Conditions

When you open a savings account with us, you'll receive General Terms and Conditions and Product Terms. Together they form the agreement we have with you, so it's really important you take the time to read them carefully.

When we say terms and conditions we mean the General Terms and Conditions and Product Terms, including the ISA Terms and Conditions.

General Terms and Product Terms – what's the difference?

Our General Terms (this booklet) apply to all Chelsea Building Society savings accounts, unless your Product Terms say otherwise.

Each product has specific terms which apply to it. These are known as Product Terms and you'll find them in the product factsheet we give to you when you open your account.

If there's any difference between the two, your Product Terms take priority as these are specific to your account.

'Talking about 'us' and 'you''

When we say 'we', 'us', 'our', 'CBS', 'the Chelsea' and 'Society' we mean Yorkshire Building Society, trading as Chelsea Building Society. When we say 'you' and 'your' we mean you - our account holders.

I have a Cash ISA – is this different?

Cash ISAs (tax-free savings) are subject to additional terms. You can see these in Section 9, '**If you have a Cash ISA**'.

If there are any differences between these terms, the Product Terms take priority, then the ISA Terms, and finally the General Terms.

Legal information

Our agreement with you, and the operation of your account, is governed by the laws of the country in the United Kingdom where you opened the account. That is, England, Wales, Scotland or Northern Ireland. The courts of that country will deal with any dispute. We'll treat accounts opened online or by post as being opened in England. All our communication with you will be in English.

The terms and conditions in our agreement are distinct and severable from each other. If one or more becomes illegal, invalid or unenforceable for any reason, this will not affect any of the others.

We may decide not to enforce a term or part of it, or to delay enforcing it. If we do, this will not affect our right to enforce the same term or part at a later date.

We will not recognise anyone other than you as a party to this agreement, except by court order.

SECTION 2

BUILDING OUR STRONG RELATIONSHIP WITH YOU

Becoming a valued member of our Society

When you open a savings account with us you're welcomed into the YBS family and become one of our members. There are a few exceptions that we've covered in 'Are there any exceptions?' below.

As a building society we're a mutual, run for the benefit of our members, not shareholders. So when you take out a mortgage or save with us, you're doing something amazing: helping others get the keys to their new home or save for something special.

Am I a member?

Unless your Product Terms say otherwise, you are a member of the Yorkshire Building Society and have certain membership rights.

When you applied for your account, you also agreed that the Society's Rules will apply to you. These Rules set out your rights and responsibilities as a member of Yorkshire Building Society.

See section 11, 'How to contact us' if you'd like a copy of our 'Rules' or our leaflet 'Your Society', which tells you more about membership.

Are there any exceptions?

Most of our savings accounts are 'share accounts' because technically the money you save with us represents your 'share' in the Society. A share account is different to a share held in a public company because you can't buy or sell your share in the Society.

Some of our accounts are designed for companies, other corporate bodies and people who hold money in trust for these organisations. These accounts are 'deposit accounts' and do not give you membership rights.

Can joint account holders become members?

Where an account is held in joint names, all account holders are members of Yorkshire Building Society. However, only the first person named on the account is eligible to vote at the Annual General Meeting. This person is known as the 'representative joint member'. You can choose who this will be when you open your account.

Charitable Assignment Scheme

When you open your account, you agree to our Charitable Assignment Scheme. This is where we require you to give any windfall benefits to charity that you might become entitled to in the unlikely event of the transfer of the Society's business to a company on conversion or takeover within 5 years of you opening your account.

The Charitable Assignment agreement was set out in the savings application form or explained when you opened your account. The scheme applies to all members joining us after 8 April 1998, but if you are already a member and have had an account for longer than five years this may not apply to you.

For more information visit <https://www.ybs.co.uk/your-society/member-benefits/members-interests>

Small Change Big Difference

If you agree to contribute to our Small Change Big Difference scheme we'll round down to the nearest pound the annual interest on your account. We'll then donate the amount deducted (never more than 99p a year per account) to the Yorkshire Building Society Charitable Foundation.

Contact us if you'd like to stop your donation to the Small Change Big Difference scheme. You can do this at any time.

 0345 744 6622

SECTION 3

LOOKING AFTER YOU AND YOUR MONEY

How your savings are protected

Your eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). The FSCS is the UK's deposit guarantee scheme. The amount covered with us is for combined deposits you hold in any of our brands.

To find out more, including how the FSCS covers temporary high balances, contact us or visit the FSCS website:

 [fscs.org.uk](https://www.fscs.org.uk)



Help and support when you need it

We want to make it easy for you to understand your savings account. If you have any questions or would like some help with your account:

Call in to your local branch or agency

 0345 744 6622

 [THECHELSEA.CO.UK](https://www.thechelsea.co.uk)

We'll be happy to help.

If you'd like these terms and conditions in another format

These terms and conditions are available as:

- large print,

- braille,
- audio

To get the version that best suits your needs call in to one of our branches or agencies or call us on

 0345 744 6622

You can also download a **digital version** with:

- a zoom feature so you can enlarge the text
- a speaking option that reads the text to you

www.thechelsea.co.uk/savings/general-terms-and-conditions

How we collect and use your personal information

So we can offer you our products and services and answer your questions, we need to collect and use your personal information.

Details of how we do this, and your information rights, are available at

 [thechelsea.co.uk/privacy/index.html](https://www.thechelsea.co.uk/privacy/index.html)

Contact us if you'd like a copy of our guide, 'How we use your personal information'.

Unhappy with our service?

If you're not happy with our service or you think we've done something wrong, please tell us.

To give us feedback or make a complaint:

 0800 0565 252

 customerrelations@ybs.co.uk

 [YBS.CO.UK/CONTACT-US/HELP-US-IMPROVE](https://www.ybs.co.uk/contact-us/help-us-improve)

We'll always work with you to try and resolve your complaint. But if you're not happy with the outcome you might be able to refer it to the Financial Ombudsman Service. You can find out more at:

 [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk)

SECTION 4

JOINT ACCOUNTS

Who is responsible for a joint account?

As joint account holders these terms and conditions apply to you as individuals and as a group. This means each of you is responsible for the account, the way you run it and for keeping to the terms. It also means that you will be liable as individuals, or together as a group, for any breach of terms.

We'll send communications to just one person

We'll send communications to one person on the account, usually the first named person. When you open your account, you can choose who this will be.

Can everyone named on the account operate it?

We'll accept instructions or rely on signatures from any one of you for all transactions on the account, including withdrawals, transfers, account closure and moving to a different product.

We will do this unless:

- you agreed otherwise when you opened your account;
- you opened an online account via our website/or app (as when you do you each agree to operate the account individually); or
- you tell us otherwise.

If we become aware of a dispute on a joint account, the terms under **'What happens if there is a dispute between account holders?'** will apply.

Online account

Online account means an account you can access and manage via our website or app.

What happens if there's a dispute between account holders?

As soon as we're made aware of a dispute between joint account holders, for example, a relationship has ended, the following will happen:

- we may need the authority or signatures of you all for any further transactions on the account, including withdrawals and account closure;
- we'll cancel any regular internal transfers on the account; and
- we'll credit any interest to the account, overriding any earlier instructions we may have received to pay it to another account.

If one of the account holders dies

If one of the account holders dies, the surviving account holders will be responsible for the money in the account. This means that if one party dies, the account and balance automatically pass to the surviving account holder without the need for probate or letters of administration.

We understand it can be difficult when someone dies, but it's important you let us know as soon as you can. You'll need to give us appropriate proof of death.

We'll then change the account so it can be operated by the surviving account holders.

More information about joint accounts

Contact us if you'd like a copy of our leaflet, **'You and your joint account'**.

SECTION 5

PAYING INTO AND OUT OF YOUR ACCOUNT

You can move money into and out of your account in different ways.

The types of payments you can make depend on your Product Terms, so please check them to see which you can use.

You'll need enough cleared funds in your account to carry out transactions. We won't allow a payment where there isn't enough money, so it's important you know when money paid into your account is available to you. The **'Payments In Table'** and **'Cheque Clearance Timescales'** explain this for you.

All payments into and withdrawals from your account must be in Pounds Sterling and must be received from - or paid to - a UK bank account. You can't make or receive foreign payments and transfers.

Electronic Payments

Depending on your Product Terms, you can make the following types of electronic payments to and from your account.

Faster Payments

This service enables electronic payments to be sent in the UK to another bank or building society which also uses Faster Payments.

We'll use it when you ask us to make a payment in Pounds Sterling to an account in the UK that can receive Faster Payments.

We'll tell you if the payment exceeds the Faster Payments limit shown in our **'Charges and Fees Information'** leaflet, or if the destination account doesn't accept Faster Payments. The payment can then be sent by CHAPS or by cheque.

Download our **'Charges and Fees Information'** leaflet.

<https://www.thechelsea.co.uk/documents/pdf/savings/charges-and-fees.pdf>

CHAPS payments

CHAPS (Clearing House Automated Payment System) is an electronic payment that is useful for sending large amounts of money, for example when you're buying a house and your solicitor needs to send money to the seller. It guarantees same-day payment, as long as payment instructions are received by a specified time in the working day. The **'Payments In'** and **'Payments Out'** tables show these timescales.

CHAPS payments out of your account are subject to separate terms. If you would like a copy of these **'contact us'** to request this. There's a charge to make a chaps payment.

Internal transfers

An internal transfer is when money is moved between accounts that are both held with us.

Payments into your account

Subject to your Product Terms, the following types of electronic payments can be made into your account:

- Debit card payments.
- Standing Orders.
- Direct Debits.
- BACS payments.

BACS (Bankers' Automated Clearing System) is a transfer between UK banks.



Payments in

You can pay money into your account in different ways. Not all are available on every account, so please see your Product Terms for which you can use.

Working Day

A working day is any day excluding a Saturday, Sunday, or Bank Holiday in England and Wales.

PAYMENTS IN TABLE

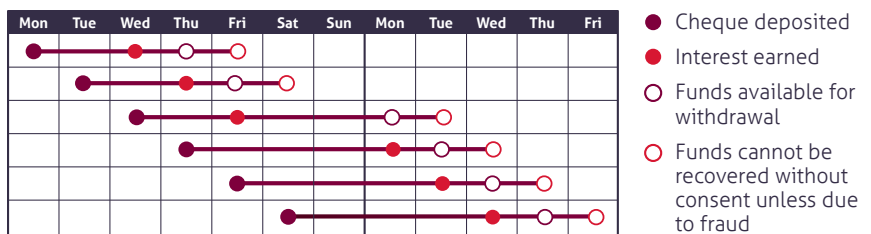
Payment Type	When we can receive the payment	When the money will reach your account	When the money will be available to withdraw once it's in your account	When interest starts being earned once it's in your account	Things to note
Faster Payments (including Standing Orders)	24/7	Within 2 hours of us receiving the payment	Immediately	Immediately	Although the money may show as available, certain product terms and conditions may prevent you withdrawing it. Please see your Product Terms and conditions for more information.
BACS	Monday-Friday, by 9am	Usually 3 working days after the payer instructed their bank	Immediately	Immediately	
CHAPS	Monday-Friday by 5pm	Usually on the same working day the payer instructed their bank	Immediately	Immediately	
Debit card deposit	Via our website 24/7	Usually on the same day the payment is processed	2 working days after being paid in	2 working days after being paid in	Refer to your Product Terms for bank details needed for electronic payments. We do not accept payments in foreign currencies.
Cash deposit	In a branch or agency during opening hours	Immediately	Immediately	Immediately	
Internal transfer	Online 24/7 and in a branch or agency during opening hours	Paid in before 8pm: immediately Paid in after 8pm: from midnight	Immediately	Immediately	
Cheque	For more information about cheques see the section 'Paying in a cheque'				

Paying in a cheque

We only accept cheques from UK bank accounts and in Pounds Sterling.

Cheques go through a process called 'clearing' which affects when the money is available to you. The timescales that apply to our savings accounts are shown here in the 'Cheque Clearance Timescales' table.

CHEQUE CLEARANCE TIMESCALES



Things to note about cheques you pay in

- You can withdraw money paid in by cheque on the 3rd working day following the day we receive it. For example, a cheque paid in on Monday will be available for withdrawal on Thursday.
- A cheque paid in on a non-working day will be treated as if we've received it on the next working day and will clear in line with the timescales shown in the **'Cheque Clearance Timescales'** table above.
- Cheques may be returned to us unpaid. We may re-present a cheque up to two times (dependent on the reason why it returned) and we'll write to you to confirm if this happens. We'll write again if the cheque remains unpaid after the final submission.
- If a cheque is returned unpaid before the end of the 3rd working day after the date of receipt, we'll adjust the interest and debit your account with the amount of the cheque even if we have allowed you to withdraw any of the money.
- If a cheque is returned unpaid after the 4th working day after the date of receipt, we will not take the money from your account without your consent unless we reasonably believe you are a knowing party to fraud.

Things to note about cheques you ask us to issue

- We can only stop a cheque you've asked us to issue if you report it lost or stolen.
- If you request a replacement cheque, we'll issue it with exactly the same details as the original cheque.
- If you want to cancel a cheque you've asked us to issue and you don't want a replacement, you must provide us with either:
 - the cheque itself, or
 - the written consent of the payee

Payments out

Before you pay money out

All payments out (except those you have asked to be future dated) are taken from your account immediately. Before making a payment, you must make sure you have enough money in your account to cover the amount you want to send or withdraw.

You should also check your Product Terms to make sure withdrawals and transfers are allowed, and if there's a notice period.

If your product terms need you to give us notice of a withdrawal, if you don't withdraw the money within 7 days after the notice expires you will have to give us the full notice again.

Electronic Payments

Your Product Terms may allow electronic payments such as Faster Payment or CHAPS. To make an electronic payment we'll need:

- Your account number.
- Details of the account you're sending the payment to: the account holder's name, account number and sort code (exactly as it appears on their account).
- A completed transaction request or authority.

You must make sure that the details you give us are correct before you ask us to make the payment. If you don't, the money could go to the wrong account.

Paying out from your online account

If you make a payment using our online service, we may send an automated message to make sure it's you. This could be:

- a one-time passcode you need to enter
- a request for biometric information such as your fingerprint

If you don't verify the payment instruction, we will not make the payment.

labelling="Section-Header">Cancelling a payment instruction

You can cancel a future-dated payment up to 5pm on the working day before the payment is due to be made.

See, '**How to contact us**' at the end of this document.

We'll make all reasonable efforts to cancel the payment, but cannot guarantee we'll be able to. We may charge you reasonable costs we incur for doing this.

Paying out by telephone

If you instruct us over the telephone, we'll check your identity to make sure it's definitely you who's calling. We'll then read back your instruction and ask you to confirm it's correct before we make the payment.

Payment out types and timescales

This table shows the different ways you can take money out of your account. Please check your Product Terms to see which you can use.

We have based the information as if you made your request on a working day. With the exception of Faster Payments, if you ask us to make a payment on a non-working day we will treat the request as having been received on the next working day.

Payment type	Latest time to make request	When will the payment reach the account after I've given you my instruction?	Things to note
Faster Payments	Online 24/7 and in a branch or agency during opening hours	By the end of the next working day or, if you instruct us in writing, 2 working days after we receive the instruction	There's no charge for this service. However, there is a maximum amount you can transfer by Faster Payments, as shown in our ' Charges and Fees information ' leaflet. If your payment is over that limit, or the receiving account can't accept Faster Payments, we'll let you know
CHAPS	In a branch or agency, Monday - Friday by 12pm	Same working day as we receive the request	There's a charge for this service, as shown in our ' Charges and Fees information ' leaflet. Separate terms apply
Cash	In a branch or agency during opening hours	n/a	Cash withdrawals are subject to a maximum limit. You can get details from a branch or agency or on our website ybs.co.uk
Internal transfer	Online 24/7 and in a branch or agency during opening hours	In a branch or agency: on the same working day Online: immediately, unless you're told otherwise when you make the payment	

Restrictions we can apply to transactions

We won't carry out a transaction where:

- there isn't enough money in your account to cover it;
- you've given us incorrect information or not enough information to carry out the transaction; and/or
- the Product Terms don't allow it.

If this happens, we'll try to call you to tell you no later than the end of the next working day after you ask us to make the payment. If we can't get through by phone, we'll write to you.

You will need to get in touch with us to find out how to correct the errors or provide the missing information.

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Other ways we can restrict transactions

We can refuse to carry out a transaction for the reasons in this table. We can also suspend, restrict or temporarily stop operation of your account or restrict the amount you can withdraw for the same reasons.

We may charge you for reasonable costs we incur for informing you of any action we've taken to restrict a transaction.

We will also prevent a transaction, such as a large withdrawal or transfer from your account, if our security controls cannot verify you. We'll let you know of this at the time.

	Reason:	If we stop you operating your account for this reason:	If we refuse to carry out a transaction for this reason:	If we suspend your use of payment facilities on your account for this reason:
(a)	We reasonably believe that fraud or some other unlawful may be affecting this account;	You won't be able to withdraw funds from or pay money into your account until we're satisfied (acting reasonably) there is no fraud or unlawful activity, or that any dispute has been resolved	We will tell you, where it's lawful for us to do so, and, where possible, explain why as soon as we're able to. You can ask us: <ul style="list-style-type: none"> for our reason how you can correct errors in the information we hold what you need to do to reasonably satisfy us that the instruction came from you 	We'll tell you we're going to do this and why, and explain why, where it's lawful for us to do so and won't compromise our security measures. If we're unable to contact you before we suspend your use of payment facilities, we'll tell you immediately after.
(b)	We are required to do so by law, our regulator or order of the court;			
(c)	If there is a dispute, which we believe may be genuine, about who owns or is entitled to the money in the account;			
(d)	We're prevented from offering normal service because of events beyond our reasonable control, such as an act or threat of terrorism, computer failure or industrial action; or	We will: <ul style="list-style-type: none"> respond proportionally to the circumstances in question; promptly take all reasonable steps to lift the restrictions to minimise your inconvenience; take into account the interests of all our members; and consider alternatives or exceptions if we're reasonably satisfied that applying restrictions will cause you substantial hardship. 		
(e)	We reasonably believe our financial stability may be at risk, such as actual or potentially abnormal levels of withdrawals or deposits.			

Responsibility for incorrect, late or failed payments

Your responsibility

You're responsible for the instructions you give us, so you must make sure they're clear and accurate. Always check the details are correct before you give them to us.

Our responsibility

We're responsible for making an electronic payment correctly, if you've given us the correct information.

If we fail to carry out a payment correctly or on time, we'll refund you the amount of the payment. If necessary, we'll put your account back to the position it would have been in had the error not taken place.

We'll also repay any charges or interest you incur as a result of us not following your payment instructions correctly. We'll do this as quickly as possible.

This applies unless:

- We make a payment correctly and on time and we can prove that the payment was received by the other financial institution. In this case the payee's account provider is responsible for making sure the payment is available to the payee.
- Your payment instruction was incorrect. In this case we'll make reasonable efforts to recover the payment, but we may ask you to pay our reasonable costs for doing this.

If we're unable to recover the payment for you, we'll provide you with all the

information we lawfully can. You can then make your own claim for repayment.

- Your payment was late or delayed due to circumstances outside our reasonable control.

For example:

- we needed to make further checks or get more information;
- there were abnormal or unforeseeable events outside our control, the consequences of which could not have been avoided despite all our efforts to the contrary; or
- we had to comply with legal or regulatory requirements.

In these circumstances we will not be liable for the payment.

If you think a payment has been made incorrectly

If you think a payment — either into or out of your account — has been made incorrectly or has failed in some way, please contact us. We'll try to trace the payment, won't charge you for doing this and will let you know the outcome.

However, we will only investigate and compensate you if you tell us within 13 months of the date on which the payment was made or was due to be made.

If you receive a refund you're not entitled to, you must pay it back when we ask you to. We'll always explain why we're asking for a refund.

Payments made into your account by mistake

If another bank or building society tells us that a payment was made into your account by mistake, you won't have access to this money. This will apply from the time we're told of the mistake until we're satisfied the payment was not made in error.

If we reasonably believe it's a genuine mistake, we may take an amount up to the value of the payment from your account. We'll tell you if this happens and how you can dispute the claim that it's been paid in by mistake.

■ If we're told within 2 months of the payment being made:

Unless you contact us to tell us you wish to dispute the claim, we'll return the money to the bank or building society that sent the payment. We'll do this within the time frame we may have advised.

■ If we're told more than 2 months after the payment was made:

We will not return the money without your agreement.

Please note: We must co-operate with the bank or building society whose customer made the payment by mistake. This includes giving them all the relevant information they need to recover the payment.

If the payer's bank or building society is unable to recover the funds from us, the payer can claim repayment themselves. They can ask their bank or building society to give them the information they need to do this, which will include your name and contact address.

Safety first: protecting your money

There are lots of ways we can work together to protect your money. Here are some things to look out for and what to do if you think you've been the victim of fraud.

Check your account regularly

One of the most important things you can do is check your account regularly to make sure everything looks right.

Keep an eye on:

- Transactions on your account (particularly withdrawals) that you (or joint account holders) didn't do or don't know anything about.
- Money that hasn't been paid in correctly.

You should tell us straight away if you spot anything that doesn't look right. You should also tell us immediately if:

- You lose your passbook, certificate or passbook record card
- Your passbook, certificate or passbook record card is stolen
- You think or are sure someone else knows some or all of your security details
- Someone else has used or tried to use your security details

Security details means any passwords, selected personal information or other information used in connection with online services. This includes your login password or PIN.

Get in touch with us by:

- Using the 24-hour Stay safe online link on the 'Login' page on our website
- Calling us on
☎ **0345 744 6622**
- Visiting your local branch or agency
- Writing to us at Yorkshire Building Society, Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ

Keeping your account documents safe

Please do all you can to keep your account documents and security details safe.

Your account documents remain our property. So sometimes (like when your passbook/passbook record card needs updating), you'll need to send documents back to us.

You may also need your account documents when you carry out a transaction in a branch or agency.

What do we mean by 'account documents'?

When we say 'account documents' we mean the passbook, passbook record cards, certificate or similar items we provide for you to use with your account.

What happens if you don't take steps to look after your account?

You must take all reasonable steps to look after your account and your personal security details. If you don't, and your details are stolen or your account security is breached, you may be held responsible for any losses arising. Please see the '**Unauthorised Transactions**' section for more information.

You may be liable for all losses that arise before notification, so it's really important that you notify us as soon as possible:

Making sure it was you that made a transaction

Sometimes we'll get in touch with you to make sure it was you that made a transaction, like paying in or withdrawing money.

Using our online service - doing your bit to stay safe

To keep you safe and secure online we ask you to adopt good digital practice, both in terms of the device(s) you use and the way you access our services.

Five easy but effective ways to keep your money safe:

1. Check your account regularly
2. Keep all your paperwork in a safe, secure place
3. Take a moment to stop and think before parting with your money or information
4. Be wary of unsolicited calls, texts or emails, particularly those asking for your details – we'll never ask you for your security details like passwords
5. Tell us immediately if you think you've been the victim of fraud.

Keep your equipment up to date

Whether you use a computer, phone or tablet, you must make sure the device and software meet the requirements for our online services. You can see these at [thechelsea.co.uk/security/protect-yourself](https://www.thechelsea.co.uk/security/protect-yourself)

Safe and secure connection

When you log into your online account, you must make sure that your internet connection is safe and secure.

Your login password

When you use our online service, you'll need to quote some security information. This will include random characters from your login password.

You should keep your full login password secret and only reveal parts of it to our helpline staff - we'll **never** ask you for it in full.

Using our online service outside the UK

Our online service uses sophisticated technology to ensure the safe movement of data across the internet. In some countries it may be an offence to use this kind of technology. Before using our online service outside the UK, check with the appropriate consulate or embassy in the country concerned.

If you choose to access our online service from outside the UK, you do so at your own risk. You may be subject to restrictions, depending on the country you're in.

Three smart ways to stay safe online:

1. Use up to date anti-virus and firewall software on your device
2. Log in regularly and make sure you're using our genuine website - You can do this by checking your last log in details.
3. Log out of our online service whenever you're away from your device.

Visit [thechelsea.co.uk/security](https://www.thechelsea.co.uk/security) to find out more

Service Levels

We cannot guarantee continuous, uninterrupted access to our online service and will not be liable to you if we fail to provide this. From time to time we may need to interrupt the service to carry out maintenance, for other operational reasons or for reasons beyond our control.

Unauthorised transactions

You should check your account regularly. Tell us straight away if:

- you spot a transaction that has been carried out incorrectly or without your authorisation: or,
- you lose any of your account documents or they are stolen: or,
- someone else knows any of your account details.

It's really important you tell us as soon as you can, and certainly **within 13 months** of the day the transaction is said to have taken place. After this date we're not obliged to investigate your case or give you a refund.

When we will refund any losses on your account straight away

Once you've told us about any unauthorised transaction on your account, we'll usually refund you by no later than the **end of the next working day**. Where appropriate, we'll refund any interest and charges so your account will be as it would have been if the unauthorised payment hadn't taken place.

Where a loss is due to someone using your account documents or security details, you'll be liable for the first £35 of the full amount lost. See page 8 for exceptions.

If we think you've been the victim of financial crime, we may pass on your details to the police, who will contact you.

When you might not get a refund straight away

We won't refund you straight away if any of the following apply:

- we have good reason to believe you either deliberately with gross negligence failed to keep your account documents or security details safe; See the section, '**Safety first: protecting your money**'.
- the transaction was by cheque; or
- we have reasonable grounds to suspect you are a knowing party to fraud.

If any of the above apply, we'll look into your case as quickly as we can. Depending on the outcome of the investigation, if necessary we'll refund your account.

You must co-operate with any investigation we carry out and any action that comes as a result of this. If you don't help us then we might not be able to refund you.

If we can't refund your account, we'll let you know why if we're lawfully able to do so. For example, we won't be able to share information if there's a suspicion of money laundering.

Refunds

We won't refund you if you've acted fraudulently. You will be liable for all losses in this situation.

We won't refund you if we know you've acted deliberately with gross negligence and failed to keep your account documents or security details safe. You'll be liable for all losses in this situation, except where the following apply:

Exceptions:

- you wouldn't have been able to detect the loss or theft until after the payment was made;
- the payment was made after you'd let us know about any loss or unauthorised use of any account document or security details;
- where we haven't told you how to report the loss or theft of an account document or your security details; or
- where we, or anyone acting on our behalf, failed to carry out the security checks required by relevant laws or regulations.

You won't be liable for any loss caused by something we (including any employee or agent of ours) did or failed to do.

Authorised Push Payment (APP) scams

This section is only applicable to Faster Payments and CHAPS payments made to accounts in the UK on or after 7 October 2024.

An Authorised Push Payment (APP) scam happens when someone is manipulated, deceived or persuaded into sending money to a fraudster posing as a genuine payee.

As part of the scam, the account holder is deceived into authorising a payment which then gets sent to an account outside of their control.

If you fall victim to an APP scam, we will reimburse you subject to the rules set out below.

What you must do to prevent/report an APP fraud

The Payment Systems Regulator (PSR) sets out a 'Consumer Standard of Caution'. Essentially this is a list of customer behaviour standards that consumers need to abide by. Find out more at www.psr.org.uk

This means we expect you to take caution when transacting on your account. In particular, you should:

- Have regard to any intervention (for example, a warning not to proceed with the transaction) made by us and/or by a competent national authority (e.g. the police or the National Crime Agency)
- Report the scam claim to us promptly and within the time limits set out below as soon as you learn or suspect you have fallen victim to an APP Scam
- Respond to any reasonable and proportionate requests for information made by us if we need to investigate your claim further
- Promptly report the scam to the police if we request this. If we decide to report the scam, you should consent to us reporting to the police on your behalf.

When we won't reimburse APP scam payments

We will not reimburse any APP scam payments where we can demonstrate that you have, as a result of gross negligence, not complied with one or more of the standards set out above.

This **does not apply where you are vulnerable** (assessed in accordance with FCA guidance) and this impacted your ability to protect yourselves from the scam.

The following exclusions also apply:

- First-party fraud - this is where you give false information for financial or material gain
- Civil disputes - where there is a genuine dispute between yourself and the receiving party

- Where payments are sent to credit unions, municipal banks and national savings banks
- When the payment wasn't authorised by you, although 'unauthorised' payments may be covered by other scam prevention initiatives. See '**Section 5. Paying into and out of your account**' for more details about unauthorised payments.

Time limit for claims

We will not reimburse you for an APP scam claim which has been reported to us more than 13 months after the date of the scam payment.

If there was more than one payment made as part of the scam, the 13-month time limit will begin from the date of the last payment made as part of the scam.

Investigation of your claim and reimbursement timescales

We may request further information from you in order to investigate your claim. If you fail to provide any additional information we have requested, or in any other way refuse or fail to cooperate with our investigations into the APP scam claim, your claim may be rejected.

Where your claim is straightforward and we determine it to be valid, you will be reimbursed within 5 working days.

Where your claim requires further investigation and is then determined to be valid, you will be reimbursed within 35 working days.

Maximum level of reimbursement

If you have a valid claim, we will reimburse you in full up to the maximum level of reimbursement set by the PSR. This is currently £85,000, but may change from time to time. You can find the latest figure on our website.

If you lose any account documents

If you lose any account document then we may transfer the amount our records show you have in your account to a new account. If we do this, we will send you new account documents.

We'll do this when you've:

- given us any evidence we need about your missing document/s;
- completed any forms we ask you to fill in; and
- paid any fees (if we ask you to).

SECTION 6 STATEMENTS AND PAYMENT INFORMATION

If you ask us to make an electronic payment, we'll confirm it's been paid after the transaction has completed.

You can see details of payments made into your account in any one month online or through your local branch or agency.

We'll provide you with a monthly statement if we've said we'll do so in your Product Terms.

If you have an online account, you can view and download your statement online. We'll let you know when your statement is available.

We may not send you a monthly statement if either or both of the following apply:

- there have been no electronic payments into your account during that month, or
- the only payments out of your account during that month have been interest you've earned on your account or cheque payments.

See, '**How to contact us**' at the end of this document if you would like more information about payments.

If there is a mistake on your Statement, Passbook Record Card or Passbook

If your statement, passbook or passbook record card has an entry that looks wrong, you should tell us as soon as possible so we can correct it. See, '**How to contact us**' section at the end of this document.

SECTION 7

ACCOUNT CLOSURE

Closing your account

Your account will stay open unless you or we close it.

You can close your account at any time without reason and without notice or charge. This is subject to your Product Terms and terms outlined in **'Restrictions we can apply to transactions'** section.

Our right to close your account

Closure with notice

We can close your account at any time by giving you at least 90 days' notice by letter or email, unless your Product Terms require us to give more notice. We'll explain why we're closing your account and how you can make a complaint to us and the Financial Ombudsman.

We won't use this right:

- to repay a fixed-term investment before the end of the term; or
- if it would cause you to lose any tax benefit without giving you the opportunity to transfer your account to an account with equivalent tax benefits.

Closure without notice

We can close your account immediately if:

- you've harassed or used threatening or abusive language to our staff;
- you gave us incorrect information before or when we opened your account and if you'd given us the correct information, we wouldn't have opened your account; or

(c) the agreement between us is void or unenforceable by law (for example, you have an ISA, and you've breached any ISA regulations).

If we close your account for any of these reasons, we'll send you a notice by letter or email straight after we close your account. This will explain that we've closed your account and why we've done this. It will also explain how you can make a complaint to us and the Financial Ombudsman. We won't send you this notice or explain why if it would be unlawful to.

We can also close your account immediately if we reasonably believe:

- you've deliberately given us false information in relation to your account or there is (or we reasonably suspect there is) fraudulent or other unlawful activity on the account;
- we have a legal or regulatory obligation to close the account; or
- we may break a law or regulation, or be exposed to action by a regulator, ombudsman, court or law enforcement agency if we keep your account open. We won't close your account, or threaten to do so, as a response to a complaint you've made.

If we close your account for any of these reasons, we don't have to tell you.

We won't close your account, or threaten to do so, as a response to a complaint you've made.

If we close your account immediately for any of the reasons above, we may not compensate you for any lost benefit, such as interest payments.

What happens when your account is closed

You will no longer be a member of the Society if your account is closed and you have no other account that gives you membership rights.

If we close your account we'll pay interest at the agreed rate up to and including the date of repayment.

If we close your account in full and make a repayment to you then you'll have no further right or interest in the account.

Account inactivity

We may close your account without notice, if:

- no money is paid into or withdrawn from your account for five years (or three years if the amount in your account is less than £100); and
- we can't find you (after making reasonable enquiries).

If you contact us at a later date and provide us with satisfactory proof of your identity, we'll open you a new account and credit it with the amount we owe. We'll base this amount on the balance that was in the account when we closed it. We'll adjust the balance to include any interest we'd have paid and fees or charges we'd have deducted if the account had stayed open.

If you owe us money

If you owe us money — for example, if a cheque is returned unpaid after you've withdrawn the funds — we can repay this from money in any account you have with us. This includes any accounts held with, or money owed to, the Society under any of its brand names. This is sometimes referred to as the right to 'set off'.

We can use this right whether your account is held on your own or with someone else. This means, if your account is a joint account, we may use money from this account to reduce a debt owed to us by only one of you.

We'll always contact you (and any joint account holder) at least 14 days before we do this. You'll earn no interest on the money once we've used it to pay off any debt you owe us.

SECTION 8

INTEREST, CHARGES AND CHANGES

Interest

Details of the interest rate are in your Product Terms.

We work out interest on a daily basis. We pay it into your account in accordance with your Product Terms or, if you have different interest payment options, the instructions you gave us.

The **'Payments in'** section shows when interest starts to be earned on the different payments that can be made into your account.

There's more information on when cheques start to earn interest in the **'Payments in'** section.

We pay interest up to and including the day you take money out.

Charges

We sometimes charge for our services. If we do, we'll take the charges from the balance in your account. You can see more on this in our **'Charges and Fees Information'** leaflet.

Some charges aren't included in our **'Charges and Fees Information'** leaflet. We'll always tell you about them before you use the product or service they apply to.

Tax

Interest is paid gross which means we don't take off any income tax. The interest may be subject to income tax or other taxes and costs which are not charged by us.

It is your responsibility to pay any tax due. You can get information on how to pay any tax you owe from www.hmrc.gov.uk or by calling HMRC on 0300 200 3300.

When we can make changes to interest rates, charges and terms

We may need to change the interest rates, charges or terms that apply to your account for any one or more of the following reasons:

- To reflect the requirements or recommendations of:
 - > the Financial Conduct Authority; or
 - > the Prudential Regulation Authority; or
 - > any other body responsible for regulating our business;
 - > the Financial Services Ombudsman or any other appropriate ombudsman; or
- To reflect any changes or anticipated changes to relevant laws, codes of practice or industry guidance designed to enhance consumer protection.
- To meet relevant regulatory requirements with which we intend to comply.

Additional reason to make changes to interest rates, charges and terms

We may also need to:

- reduce the interest rate on your account (unless your Product Terms say otherwise)
- change the charges (including to add new ones), or
- change the terms (including to add new ones).

To allow us to run our business prudently in exceptional economic or financial circumstances which we reasonably believe have had, or are likely to have, a significant effect on the United Kingdom's financial system or building societies operating in the United Kingdom

For example, to reflect changes to the way we run our business and savings accounts, including in accordance with regulatory requirements, even if the requirements themselves have not changed.

If we use this power to make changes to interest rates, charges or terms, we'll always:

- respond proportionately to the circumstances in question; and
- tell you that the change is being made under this particular power. We'll explain why we're making the change when we give you notice.

Other reasons to change interest rates

In addition to the reasons set out on the previous page we may increase the interest rate on your account at any time without reason or without notice. We may also reduce the interest rate on your account (unless your Product Terms say otherwise) for any one or more of the following reasons:

- (a) to take account of any change in the costs we reasonably incur when managing our savings business and, in particular, providing and administering our savings accounts, which may include changes to the technology and systems we use;
- (b) to take account of changes in the Bank of England Base Rate or the nearest equivalent rate set by the Bank of England or any body which may, in the future, take over responsibility for setting interest rates from the Bank of England;

- (c) to respond to changes in the overall costs of the money we lend to our customers, including changes in the interest rates we need to charge to attract and retain mortgage customers.

Further reasons for changes to charges

We can also make changes to charges (including to add new ones) to take account of, in a proportionate manner, changes in the expenses we reasonably incur (including our management, administrative and external costs) in respect of the particular product or service provided to you, which may include changes to the technology and systems we use.

Further reasons for changes to terms

We may also need to make a change to any of the terms applicable to your account for any one or more of the following reasons:

- (a) to take account of legitimate cost increases or reductions so we can more efficiently operate and administer your account, which may include changes to the technology and systems we use;
- (b) to give extra benefit to savers, including making the terms of the accounts easier for you to understand, or to make them fairer;
- (c) to correct mistakes if it is reasonable to do so; or
- (d) if it is to your advantage.

Any changes we make to interest rates, charges or any of the terms that apply to your account, for any of the reasons stated in these terms, will be reasonable and proportionate to the circumstances giving rise to the change.

Telling you about changes

Where a change affects your account, we'll let you know in the following ways, unless your Product Terms say otherwise. See section 'How we'll stay in touch', for how we do this.

How we'll tell you about changes to the interest rate

Interest rate	Type of account	When we'll tell you	How we'll tell you
Increase	Any	Within 30 days of the change	We'll either: - write to you by letter, email or digital message, or - publish this in our branches and/or on our website: ybs.co.uk
Decrease	Savings Account, balance less than £100	At least 14 days before the change	
	Savings Account, balance £100 or more	At least 14 days before the change	write to you by letter, email or digital message.

How we'll tell you about changes to specific terms, or our charges

What is the change	When we'll tell you	How we'll tell you
Changes to specific terms or charges to do with electronic payments	At least two months before the change	We'll write to you by letter, email or digital message and update our 'Charges and Fees Information' leaflet
Changes to specific terms or charges that are not to do with electronic payments where this doesn't disadvantage you	As soon as we can and no more than 30 days after we make the change	We'll either: - write to you by letter, email or digital message, or - publish this in our branches and/or on our website: ybs.co.uk and update our 'Charges and Fees Information' leaflet
Change to specific terms or charges that are not to do with electronic payments where this disadvantages you	At least 30 days before the change	- write to you by letter, email or digital message and update our 'Charges and Fees Information' leaflet

Where a change removes or reduces an existing charge, this change may be introduced immediately and without notice. We'll publish the change in our 'Charges and Fees Information' leaflet.

If we make a major change, or a series of smaller changes, over a year, we'll send you a letter or email with a summary of the changes. We'll also let you know where to find a full copy of our 'General Terms and Conditions'.

If you're not happy about a change

If there are normally restrictions on your account, you can switch or close it without notice, charge or loss of interest in the following situations:

Situation	When you can close
We're making a change to specific terms or charges that are to do with electronic payments	Anytime before the change takes effect
We're making a change to the General Terms or Product Terms that are not to do with electronic payments which disadvantages you	Anytime within the 60 days after we tell you about the change
We're making a change to charges that are not to do with electronic payments which disadvantages you	Anytime within the 30 days after we tell you about the change
We're making a change to the interest rate which disadvantages you	Anytime within the 30 days after we tell you about the change

If you don't contact us, we'll take this to mean you've accepted the change

SECTION 9

IF YOU HAVE A CASH ISA

If you have a CBS Cash ISA, the following terms also apply.

What is a Cash ISA?

A Cash ISA (individual savings account) works like a traditional savings account except you won't pay tax on any interest you earn. The money you pay into your ISA is known as 'subscriptions'. The amount of subscriptions you can pay in every year is limited by your annual ISA allowance.

There are four types of ISA: Cash, Stocks and Shares, Lifetime and Innovative Finance. If you have more than one type of ISA, you can split your overall Annual ISA allowance for the tax year across all of them.

Paying into your Cash ISA

When you pay money into your Cash ISA, the money must be, and must stay, in your beneficial ownership. You cannot use it as security for a loan.

If you don't make any payments into your Cash ISA with YBS during the tax year (this runs from the 6th of April to the 5th of April the year after) using your annual ISA allowance, your application will no longer be valid. If this happens you'll need to make a fresh application before you can subscribe again.

Cash ISA Regulations

Your Cash ISA will lose its tax-free status, and any interest earned in that year may be subject to tax, if your application is incorrect. Your Cash ISA may also lose its tax free status if you have breached the ISA rules, including:

- you've gone over your annual ISA allowance for the tax year; and/or
- you are aged 16 or 17, and you've exceeded the number of Cash ISA's which you can subscribe to in any year.

We'll let you know if your Cash ISA has breached any of the ISA rules. If it has, it may be, or become, void.

You can find full details of the Cash ISA scheme at:

 [gov.uk/individual-savings-accounts](https://www.gov.uk/individual-savings-accounts)
or by calling HMRC on
 **0300 200 3312**

If we delegate any of our functions or responsibilities to someone else under the terms agreed with you, we'll satisfy ourselves that they're competent to carry out those functions and responsibilities.

Transferring your ISA

Transferring money from your CBS Cash ISA to another ISA

You can transfer all or part of the money from your CBS ISA to an ISA you have with another manager. If you choose to do this, the other manager will instruct us. Within five working days of receiving their instruction, we'll transfer the money and send the new manager the relevant information, in line with ISA regulations and subject to withdrawal restrictions on your account.

Transferring money from another ISA to your CBS Cash ISA

You can transfer all or part of the money you have in an ISA with another manager to your CBS Cash ISA. If you choose to do this, we'll instruct the other manager within five working days of you getting in touch with us. We'll tell them we'll accept the transfer and send them any relevant information, in line with ISA regulations.

We'll credit your account within three working days of receiving the cash and relevant information from the other manager.

Transferring money from your CBS Cash ISA to another bank account

When you ask us to, we'll transfer the money in your CBS Cash ISA (or, where your Product Terms allow, part of the money) and all interest you're due, to a bank account of your choice. Where possible, we'll do this on a date you choose.

How your CBS Cash ISA Product Terms may affect withdrawals, transfers or closure

Your Product Terms will affect how and when you can withdraw money, transfer or close your CBS Cash ISA.

1. If you want to make a withdrawal, transfer money or close your CBS Cash ISA, you must give us notice as stated in your Product Terms.

If you don't give the appropriate notice, you'll lose interest equivalent to the number of days notice you should have given.

2. If your Product Terms only allow transfers, withdrawals or closure at a certain time (e.g.

during an anniversary month) you'll need to ask that the transfer, withdrawal or closure takes place within that period or you could lose some of the interest you've earned.

3. You cannot ask for a partial transfer or withdrawal from your CBS Cash ISA if your Product Terms don't allow this. If the restriction applies, you can only withdraw or transfer all of the cash, or close your account, which may mean you'll lose some of the interest you've earned.
4. If your Product Terms restrict the number or amount of withdrawals you can make, you'll only be able to make withdrawals up to the amount or frequency set out. If you do withdraw money, you may lose interest.

When you've reached the maximum number of withdrawals or amount you can withdraw that your Product Terms allow, you can still close your account or transfer the remaining balance (in full) to another manager. If you do, you may lose some of the interest you've earned.

Other Cash ISA Terms

You must tell us if you're no longer:

- resident in the UK; and/or
- a Crown employee serving overseas; and/or
- married to or in a civil partnership with someone who is a Crown employee serving overseas, which allows you to subscribe to a Cash ISA.

If any of the above no longer apply, your Cash ISA will continue to be exempt from UK tax. However, you won't be able to make any subscriptions until you meet residency requirements again.

What happens if an account holder dies?

If an account holder dies, no more money can be paid into their Cash ISA.

If they died on or after 6 April 2018, interest paid on the value in their Cash ISA after the date of their death will remain tax free until the ISA is closed, the completion of the administration of their estate or three years after the date of their death (whichever is earliest).

After this, any interest paid will be subject to tax.

SECTION 10

THINGS YOU NEED TO DO AND HOW WE'LL STAY IN TOUCH

Let us know about any changes to your personal details

You must tell us straight away of any changes to your personal information, like your name, address, telephone number or email address.

See '**How to contact us**' section for how to get in touch to do this.

If you have set up your account to use online services

If you've set up your account to use online services, we'll normally get in touch with you by email. So it's important you tell us if your email address changes. If you don't there's a risk you won't receive important information about your account.

Managing your account/s online

To manage your account online, including with our mobile app, you'll need to register for online access.

It only takes a few minutes to get set up and you'll have instant, secure, 24/7 access to your CBS account.

For more information on how to register, go to:

 thehelsea.co.uk/help/online

How we'll stay in touch

If we have something to tell you, we'll:

- send you a letter or email to your last known address;
- send you a secure message through our online service
- publish notices in our branches and on our website.
- have leaflets explaining the change available in our branches

When we send you a letter, we'll assume

it's reached you within two working days after we posted it (not including weekends and Bank Holidays).

When we send you an email, digital message, update our website or display information in our branches, we'll assume it's reached you immediately.

We'll tell you if we discover or suspect fraud or a security threat

If we discover or suspect fraud or a security threat on your account, we'll call you where possible. If we can't contact you this way we'll either write to you or send you a secure message through our online service.

We may pass your details to the police, who will then contact you. We may also contact you to confirm your identity or do some additional security checks.



SECTION 11

HOW TO CONTACT US

We're here to help. If you have any questions, would like our support or need more information, please get in touch. You can:

CALL US

General savings enquiries

☎ **0345 744 6622**

9am – 5pm Mon - Fri, 9am - 1pm Sat

Lost or stolen cards or security details and unauthorised transactions:

☎ **0345 603 5066**

Call our helpline 24 hours a day, 7 days a week.

SEND US A SECURE MESSAGE

📧 Log in to your account and send us a secure message

GO ONLINE

📧 **THEHELSEA.CO.UK/SAVINGS**

VISIT US IN BRANCH

www.ybs.co.uk/contact-us/branch-finder.html

The branch facilities referred to in these terms are Yorkshire Building Society branch facilities. These are available for accounts with Chelsea Building Society where the product terms allow the customer to operate the account in a branch.

All communications with us will be monitored/recorded to improve the quality of our service and for your protection and security. Calls to 03 numbers are charged at the same standard network rate as 01 or 02 landline numbers, even when calling from a mobile.

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