

ONLINE SERVICE TERMS & CONDITIONS



Please read this agreement carefully and retain a copy in a safe place for future reference. You may ask for a copy of this agreement at any time. The content of this agreement covers your use of the Online Service and supplements the General Conditions applying to each account you access using the Online Service. In the event of a difference, the account specific terms and conditions prevail.

1. DEFINITIONS

In these conditions, unless the context requires otherwise:

“**account**” means any Family Building Society or National Counties Building Society savings, mortgage or other account which is either in your own name, held jointly with somebody else, or on which you are an authorised signatory;

“**account holder**” means the person(s) in whose name the account is held;

“**verification code**” means the code we send to you to be used the first time you access your account details using the Online Service;

“**memorable word**” means the personal memorable word you select, as amended from time to time, which we use to check your identity when you access the Online Service;

“**Online Service**” means the service you can register for with us that allows you to obtain information from us and to carry out transactions on your account(s) with us through a secure site you can log into at familybuildingsociety.co.uk or ncbs.co.uk;

“**password**” means the combination of letters and numbers you select when you register for the Online Service, as amended by you from time to time, which we use to check your identity when you access the Online Service;

“**username**” means the unique combination of letters and numbers we give you to identify you when using the Online Service;

“**Society**” “**we**” “**us**” and “**our**” refers to Family Building Society and/or National Counties Building Society;

“**working day**” means 9am to 5.30pm Monday to Friday not including English bank or public holidays and any other day when we are not open for business;

“**you**” and “**your**” means the customer who registers with us to use the Online Service and who has an account(s) with us on which the Online Service is available.

2. WHO CAN USE ONLINE SERVICE?

- 2.1 Anyone under the age of sixteen is not eligible to register for and/or use the Online Service.
- 2.2 The following table sets out the available features of the Online Service, depending on the product and the customer. The availability of the features is also subject to the account specific terms and conditions and to any restrictions on transactions applying to your individual account(s) including, but not limited to, where a customer is deceased, a Court of Protection Order has been registered with us, or the account is dormant.

3. JOINT ACCOUNTS

- 3.1 Each joint account holder must register separately to use our Online Service and must always use their own username, password and memorable word
- 3.2 To be able to use the Online Service to carry out transactions your account must be set up so that instructions can be authorised by any one account holder. If two or more of you are required to authorise payments jointly, any one account holder will be able to view information about your account but will not be able to carry out transactions.
- 3.3 You should tell any joint account holder that you can access your joint account(s) using the Online Service and make sure that they agree to this. If we are notified at any time by a joint account holder that they wish to change the account mandate to require joint authorisation we will suspend your ability to carry out transactions on that account on the Online Service.

4. ACCESSING THE ONLINE SERVICE

- 4.1 Whilst it is designed to be used with a range of internet browsers and equipment it is your responsibility to provide compatible equipment and software to access the Online Service. To have full functionality and to be able to view all the content of the Online Service you must have the software package Javascript enabled. In order to continue using the Online Service you must ensure your equipment and software remains fully operational and take all reasonable steps to keep it free from viruses and other malicious software.

- 4.2 We do not guarantee that the Online Service will be available at all times. Occasionally you may not be able to access the Online Service – for example, when we carry out updates or maintenance or we need to suspend access to our website or Online Service for technical or security reasons.
- 4.3 We will not be liable for any loss or damage you may suffer as a result of our failure to provide all or part of the functionality and features of the Online Service when we carry out maintenance or updates or if any abnormal or unforeseeable circumstance occurs that is beyond our reasonable control and which we could not reasonably have prevented, such as failure or interruption of the internet.

5. SECURITY

- 5.1 When you register to use the Online Service we will ask you to select a password and a memorable word. You will need to remember these to operate our Online Service.
- 5.2 Once your registration has been successful, we will send you your username by email and send your verification code by email or by post. You must not disclose the verification code to anyone before using it. If you have registered for the Online Service by opening a new account and we need to confirm your identity you will not be able to transact on the account until we have done so.
- 5.3 You can change your password at any time through the Online Service.
- 5.4 “Security details” means the information, processes or security procedures, including but not limited to your username, password and memorable word, we ask you to provide or use to give us instructions via our Online Service. You must keep your security details secret. In particular, you must:
- (a) not disclose your security details to anyone else (including any joint account holder or Society employee), write them down or otherwise record them in a form that would be recognisable by anyone else;
 - (b) take all reasonable care to ensure that no-one sees your security details when you use them;
 - (c) not allow anyone else to use any of the computer or electronic equipment you use to access the Online Service without taking suitable precautions to prevent anyone else from accessing your account using the Online Service;
 - (d) ensure you have fully logged off from the Online Service when you are not using it;
 - (e) follow any reasonable instructions we give you from time to time regarding the safe keeping and use of your security details or other matters relating to the security of your account.

We will never phone, text or email you asking for your password or memorable word.

- 5.5 You must notify us as soon as possible by calling our Online Service helpdesk number (we will reimburse you for any charges you incur) if you discover or suspect that:
- (a) someone else knows your security details; or
 - (b) someone else (other than a joint account holder) is trying to access your account without your authority.
- 5.6 If you let us know under Condition 5.5 or if we think it necessary to protect either your security details or your account, we may suspend the use of your security details as a way to access your account. Unless it is unlawful for us to do so or would compromise our reasonable security measures, we will let you know. This will either be done verbally where we are able to do so (and then in writing), or in writing in advance. We will tell you that we intend to suspend the use of your security details and our reason for doing so. If we are unable to contact you in advance we will tell you immediately afterwards. As soon as possible after the reason for the suspension to your security details has ended we will either remove the suspension or give you new security details. You may also request that we end the suspension of your security details by writing to us.
- 5.7 Provided you have not acted fraudulently or you have not, intentionally, or with serious carelessness failed to take all reasonable steps to keep your security details safe you will be liable for the first £35.00 of any unauthorised withdrawals from your account(s). This includes any withdrawals made after you were aware or should have been aware of the the loss, theft or unauthorised use of your security details and before you notify us in accordance with Condition 5.5 above. You will not be liable for any unauthorised withdrawals where we have failed to provide you with appropriate means for notifying us under Condition 5.5.
- 5.8 In the event of a dispute regarding whether or not you originated a transaction or instruction through our Online Service you agree to co-operate with us, the police and/or our insurers in any investigations.
- 5.9 We cannot guarantee that information passing over the internet will remain confidential or will not be interfered with or disrupted and your use of the Online Service will indicate your understanding and acceptance of this risk.

6. CARRYING OUT YOUR INSTRUCTIONS

- 6.1 Each time you use our Online Service we will ask you to confirm your identity by entering your username, password and selected characters from your memorable word. If this information has been supplied we can provide you with account information and/or carry out the instruction or transaction as if you had given us a valid instruction in writing and without seeking further confirmation from you.

- 6.2 If for any reason we believe that you may not have given an instruction or requested account information or if we reasonably believe that clarification is either necessary or desirable we shall be entitled to refuse to act on it or to require you to provide written confirmation.
- 6.3 If an instruction would breach this agreement and/or the terms and conditions of your account, we reserve the right not to act on it.
- 6.4 We shall be entitled at any time to refuse to provide account information and/or to act on an instruction we have received if for any reason we think it might cause us to breach a law or contractual duty or if we think your account is being used for an illegal purpose.
- 6.5 If we are not able to act on an instruction or transaction being carried out on your account or to provide you with account information, in normal circumstances we will tell you the reason why.
- 6.6 The timings applying to payments into and out of savings accounts are set out in our General Conditions for savings accounts.

7. LIABILITY FOR LOSS

- 7.1 We will not be liable to you for any loss or damage whatsoever if:
 - we do not act on your instructions or provide you with account information for any reasons set out in this agreement;
 - we are unable to act on your instructions or provide you with account information because of abnormal or unforeseeable circumstances beyond our control, the consequences of which would have been unavoidable despite all efforts to the contrary, such as failure or disruption of the internet through no fault of ours;
 - we need to suspend access to our website for maintenance, technical or security reasons;
 - the equipment and/or software you are using fails or is incompatible with our Online Service.

8. ENDING YOUR USE OF THE ONLINE SERVICE

- 8.1 If you no longer wish to use the Online Service you should let us know by email or in writing. The cancellation request will be processed the working day after we receive it.
- 8.2 Ending your use of the Online Service does not amount to closure of your savings account, as set out in Condition 17.1 of our General Conditions for savings accounts. It will not affect instructions you have already given unless you also ask us not to process them and it is not too late to amend or cancel the transaction(s).
- 8.3 In normal circumstances we will not end or suspend your use of the Online Service without giving you at least two months' notice. Examples of circumstances which are not "normal" include, by way of example only, suspected fraud or security concerns.

9. CHARGES

- 9.1 We currently make no charge for using our Online Service but we reserve the right to introduce and/or vary a charge in the future and will give you at least 30 days' notice before doing so.
- 9.2 You are responsible for the costs and charges that you incur in providing the equipment, software and communications services that you use to access the Online Service.

10. CHANGES TO TERMS AND CONDITIONS

- 10.1 We can change this agreement by notifying you personally via the Online Service, by email or by post no less than two months before the change comes into effect. If you do not notify us that you object to a change before it comes into effect, you will be deemed to have accepted it.

11. EMAIL COMMUNICATION

- 11.1 By registering to use the Online Service you are agreeing that we may at our discretion send account and membership related notices and information to you by email at the latest email address held in the Online Service instead of by post to your registered correspondence address. This would include, for example, notification of an interest rate change or of a change to account terms and conditions.

12. SEVERANCE

- 12.1 Each of the provisions and sub-provisions of this agreement is separate and distinct from the others and if at any time any one or more of such provisions or sub-provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.

13. COMPLAINTS

- 13.1 Although we are committed to providing you with a first class service we recognise that there may be an occasion when you feel that we may not have done this and you wish to make a complaint. If you wish to make a complaint or would like more information about our complaints procedure, please let us know by telephone, post, email or via secure message.
- 13.2 We will always try to resolve any complaint quickly and at the earliest possible stage. However, if you are not satisfied with our response, or we have not been able to resolve your complaint you may be able to refer it to the Financial Ombudsman Service. The Financial Ombudsman Service provides a free, independent complaint resolution service. Details about their service and how to refer a complaint to them can be found on their website at [financial-ombudsman.org.uk](https://www.financial-ombudsman.org.uk) or by phoning them on 08000 234567 or 03001 239123.
- 13.3 If you are not eligible to refer your complaint to the Financial Ombudsman Service we do not subscribe to any alternative dispute resolution services.
- 13.4 If your complaint relates to an alleged breach of the Payment Services Regulations 2017 you may refer the matter to the Financial Conduct Authority for investigation. Information about how to contact them can be found on their website [fca.org.uk](https://www.fca.org.uk)

14. LAW AND JURISDICTION

- 14.1 This agreement and the relationship between you and us shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.
- 14.2 Our communications with you using the Online Service will be in English.

Family Building Society / National Counties Building Society

Principal Office: Ebbisham House, 30 Church Street, Epsom, Surrey KT17 4NL

Online Service helpdesk: 03300 243406