



Please note that ways of contacting us may be restricted in relation to certain products. If so, this is set out in the Special Conditions for your account.

Please read and keep this important document. We hope you find this document easy to understand, if you have any feedback or would like this document in large print or braille, please do let us know by contacting us using the details below.

0121 557 2551 [thetipton.co.uk](https://www.thetipton.co.uk) [info@thetipton.co.uk](mailto:info@thetipton.co.uk)

#### Tipton branch

0121 557 2551

70 Owen Street, Tipton, DY4 8HG

Opening Times Monday - Tuesday, 9:00 - 17:00 ; Wednesday, 9:30 - 17:00  
Thursday - Friday, 9:00 - 17:00 Saturday, 09:00 - 12:00 ; Sunday, Closed

#### Coseley branch

01902 883173

Castle Street, Coseley, WV14 9DW

Opening Times Monday - Tuesday, 9:00 - 17:00 ; Wednesday, 9:30 - 17:00  
Thursday - Friday, 9:00 - 17:00 Saturday, 09:00 - 12:00 ; Sunday, Closed

#### Bilston branch

01902 403853

73 Church Street, Bilston, WV14 0BJ

Opening times Monday - Tuesday, 9:00 - 16:00; Wednesday, 9:30 - 16:00;  
Thursday - Friday, 9:00 - 16:00; Saturday, 9:00 - 12:00; Sunday, Closed

#### Sedgley branch

01902 882469

6 Bull Ring, Sedgley, DY3 1RX

Opening Times Monday - Tuesday, 9:00 - 14:30; Wednesday, 9:30 - 14:30;  
Thursday - Friday, 9:00 - 14:30; Saturday, 9:00 - 12:00; Sunday, Closed

Large print version  
available on request

To replace 2020 edition with effect from 1 June 2023 for existing account holders

Tipton & Coseley Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The Society's Firm Reference Number is 159601. The Society is a member of the Building Societies Association.



## Terms and Conditions for Savings Accounts

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# You and the Tipton

## 1. About us, you, and this document

We aim to help members save for the future and provide a safe and secure home for your savings.

The 'Terms and Conditions' that apply to all of our savings' accounts are set out in this document. They detail what we must do for you and what you must do for us. There are also additional 'Special Conditions' for each type of savings account which will be provided to you before a savings account is opened.

In this document where we refer to 'the Society,' 'we,' us, and 'our' it means the Tipton & Coseley Building Society and includes anyone who may take over our business or our rights in respect of your account. Where we refer to 'you' and 'your' it means the holder of a savings account and includes your personal or other legal representatives.

When you open an account, you agree to both these Terms and Conditions and the Special Conditions applicable to your specific savings account.

Your account is only permitted to be used for personal use; it must not be used for business purposes unless it is one of our specific Business Savings accounts (see the Special Conditions for Business Savings accounts).

## 2. Membership

Most of our account holders are members. Unless the Special Conditions of your account state otherwise your account is a 'share' account. This means you're a member of the Tipton and Coseley Building Society.

Joint account holders are all members although only the first-named account holder can exercise membership rights arising from the account, for example, the right to vote.

By opening an account, you agree to 'The Rules and Memorandum' (The Rules). This document sets out your rights and responsibilities as a member of Tipton and Coseley Building Society. If you would like a copy of 'The Rules' please contact us at any of our branches or Head Office or download them from our website.

New members from 1 November 1999 are subject to the Society's Charitable Assignment Scheme, full details of which are set out in the savings product application form and our leaflet 'Assignments of Windfalls to Charitable Foundation', a copy of which will be provided before a savings account is opened.

## 3. Joint Accounts

Unless the Special Conditions for an account state otherwise, accounts can be opened in the names of two or more people, up to a maximum of 4 people. Although joint accounts can be convenient, it is important that you understand the details of having an account in more than one name. Further information about the rights and responsibilities of joint account holders can be found in the leaflet 'You and Your Joint Account.' A copy of this is available from any of our branches, from Head Office and on our website.

You can choose the order in which joint account holders are named on the account. Please choose carefully because the first named person is the only one allowed to vote at our Annual General Meeting (AGM). We send all information about these meetings to the first named person only.

Under the Rules, joint accounts cannot be held by the account holders as tenants in common. This means that we will not recognise any agreement between you about how you divide or own the money in the account and that each of the account holders, is entitled to any money in the account and not to a particular share. It also means that if an account holder dies, we treat the surviving holder(s) as being entitled to the account and the other terms of the account remain unchanged. We do not accept accounts on any other basis.

The liability of joint account holders is joint and several. This means that each of you is separately responsible to us for carrying out all obligations of the account holders, and not just a share or a proportion of them.

Accounts cannot be transferred between account holders. Any changes in ownership can only be made by closing the account and opening a new one in the required names. Any new account will be subject to our normal account opening procedures.

For tax purposes only, we will treat joint account holders as being entitled to the money in the account in equal shares.

If someone dies, we understand it is a difficult time and we want to make things as easy as possible. Please contact us for assistance. We'll need to see the death certificate before we can amend the account. Depending on the balance of the account, we may need to see further documents (such as a Grant of Probate) but will advise you of this at this time.

## 3.1 Withdrawals and other transactions on joint accounts

Withdrawals and other transactions on a joint account need the signatures of all account holders, unless all the account holders have agreed for us to accept the signature of any one of them or, if there are more than two account holders any combination of them. Withdrawals are permitted on the basis of the authorisation you have given us.

An authorisation given can be ended by any account holder. However, we will need 1 banking days' notice to put this into effect ('banking day' means a day other than a Saturday, Sunday, or bank holiday.)

If we have reason to think that there is a dispute between account holders we may (but will not be obliged to) request the signatures of all account holders for any withdrawal or other transaction, despite any authorisation that has been given to us previously.

If we are told about a dispute between account holders, we won't allow any more money to be taken out. We also won't allow any changes to be made without written permission of all account holders, unless there are exceptional circumstances.

We will freeze the account if we are ordered to do so by a court. We may also freeze the account, preventing any withdrawals, if we have reason to think that there is a dispute in relation to the money in the account.

## 4. Companies or any other type of corporation

If you are a limited company or other type of corporation, you will need to authorise officers to operate the account. We will also require for all authorised officers, evidence of their identity and address. References in these Terms and Conditions to 'you' or 'your' in a context which indicates an individual person rather than a corporation

will instead mean the authorised officer where appropriate.

Accounts in respect of unincorporated organisations, such as English partnerships and clubs, cannot be held solely in the name of the organisation. Accounts must be held in the name(s) of trustees or other individuals on behalf of the organisation.

If you are a limited company or other type of corporation, or an unincorporated association, then you must provide us with such information regarding your business and/or your constitution as we may reasonably request from time to time.

## 5. Allowing other people to use your account

You can only allow someone to manage and use your account when it has been agreed formally. This could include for example, through a Power of Attorney, where you have signed a legal document to say you agree to allow other people to use your account or by utilising our Third-Party Mandate process (information is available from any of our branches, our Head Office or on our website).

**YOU MUST NOT ALLOW  
SOMEONE ELSE TO USE  
YOUR ACCOUNT AS IF  
THEY WERE YOU.**

# Opening an Account



## 6. How to open an account

Accounts are only available to be opened by UK residents. If you move abroad, we will not be able to continue to operate your account and we will have the right to close your account and return your money. The method by which your account will be closed will vary depending upon the type of account you have with us.

Before we can open your account, we need to see satisfactory evidence of your identity and address. If we receive money without this satisfactory evidence, then we may return the money or retain it, pending instructions from any relevant authority. Our identification and address requirements are available on our website and from any of our branches or our Head Office.

We are required by law to check the identity and address details of all account holders. We reserve the right to carry out any further checks on your identity if we think we need to do so in order to comply with our legal obligations. As part of these checks, we may make searches with credit reference agencies.

### To open an account with us, you will need to let us have:

- a completed application form;
- at least the minimum investment amount for the type of account; and
- satisfactory proof of your identity and your address.

Once you have opened an account, you have 14 days starting from the date from when you first receive a copy of these Terms and Conditions, either paper or electronically to tell us that you want to change your mind. This is known as the 'cooling off period.'

If you notify us within this time, by writing to us at our Head Office, we will either help you switch to another of our accounts if that is what you want or, (assuming we have received cleared funds) give you back your money together with any interest it has earned. We will ignore any required notice period and any extra charges that would otherwise apply.

The cooling off period does not apply to fixed rate accounts (other than a fixed rate ISA) or to accounts where the price depends on rises and falls in the financial markets outside our control that may happen during the cooling off period.

Where these exclusions apply, we will make it clear in the Special Conditions to a particular account.

Please note that we can refuse to open an account without giving any reason. There will not be any contract between us until we have opened an account.

## 7. Your account details

Your account will have a unique number. Please quote this when contacting us. You will also need it when paying money into or withdrawing money from your account.

The address that you provide in the savings product application form for the account will be your registered address and remain as your registered address until it is changed in our records. If you have more than one savings account with us, you must make sure that the registered address we have for you is the same for each account.

It is your responsibility to notify us of any change of name or address. You will need to let us have evidence of the changes in line with our identification and address requirements before we can amend our records. You agree to produce evidence of any new name or address if we ask to see it. If your account has a passbook, we will need this so that we can update the change of details. You agree to provide us with specimen signatures if we ask for them.

You should also notify us of any change of telephone number (and e-mail address if you have told us you want to be contacted in this way). Dependent on the information being changed, we may request confirmation in writing or by completion of an amendment form.

## 8. Minimum and maximum account balances

The minimum and maximum amounts that can be held in any particular account are set out in the Special Conditions for your account.

To find out if your account has a minimum balance, please check the Special Conditions.

If the balance is below this, you might not earn the advertised rate of interest until the balance is above or the same as the minimum again.

The maximum overall holding per investor is £500,000.

# Using your account

## 9. Account Documents

We will issue you with a passbook for your account. The document will belong to us, and you agree to return it to us for updating, or for any other purpose we reasonably require.

You may use your passbook in any of our branches. If we plan to close or move any of our branches, we will tell you at least 12 weeks beforehand, unless there are exceptional circumstances, and we will tell you how we will continue to provide services to you.

You must keep the passbook safe and tell us in person at one of our branches or by telephoning us at our **Head Office on 0121 557 2551** as soon as you discover it has been lost or stolen.

We may issue a replacement for lost or stolen documents, but this may be subject to payment of a charge and/or other conditions. These conditions may include:

- providing us with reasonable evidence of the loss or theft;
- notifying and co-operating with the Police;
- restricting withdrawals from the account for a certain period from the date you notify us of the loss or theft; and/or
- signing any form of indemnity that we may reasonably require.

Unless the Special Conditions for a particular account say otherwise, we do not issue account statements. Details of your transactions and your account balance are available in your passbook or on enquiry at any of our branches or by telephone, written request or by emailing our Head Office.

There are ways that you can help to keep your account and your passbook safe and to prevent misuse by:

- taking care of your passbook and other account information and letting us know as soon as possible if an entry seems to be wrong, your passbook is lost, or your account is compromised;

- letting us know as soon as possible of any change in your name, address, telephone number or e-mail address (if this is how we communicate with you), or if you do not receive any information that you were expecting to receive from us;
- taking care when disposing of information about your account (people who commit fraud use many methods such as looking in rubbish bins to get this type of information – you should take simple steps such as shredding printed materials);
- co-operating with us (or the Police) in investigating transactions;
- never giving your account details or security information to anyone; and
- following any reasonable instructions which we give you or publish on our website and which are intended to help you to keep your account and passbook safe.

## 10. Paying money into your account

The following table sets out the different ways you can pay into your account, subject to the Special Conditions relating to your specific account(s). Payments into your account can only be made in Pounds Sterling (£).

Method	When you can pay in	When we add the funds to the account
Cash - over the counter at any branch  For security reasons please do not send cash by post	During branch opening hours**	Added to the account balance straight away and included in your available balance ***
Cheque - over the counter at any branch	During branch opening hours**	Added to the account balance straight away and included in your available balance when cleared***
Cheque - received in the post	Received before 3pm during our normal business opening hours**	We credit this to your account balance on the day of receipt and include in your available balance when cleared***, cheques received outside our normal business opening hours** or on a non-banking day* will be treated as having been received when we are next open for business on a banking day
Internal Transfer between your existing Society accounts	The funds are transferred at the point of request during our normal business opening hours**	Funds will be added to your account balance straight away and included in your available balance
Electronic transfers (CHAPS/Faster Payments) including standing orders from an account with another bank or building society	We normally receive the funds on the calendar day it is sent from the sending bank or building society	Funds will be added to your account balance within 2 working days but will be backdated to the date received. Any funds received outside our normal business opening hours** or on a non-banking day* will be treated as having been received when we are next open for business on a banking day. When they are added to the account balance they will be included in the available balance

\* 'non- banking day' means a Saturday, Sunday, or bank holiday.

\*\* our normal business opening hours are 9am (9.30 am on Wednesdays) to 5pm on a day that is not a non-banking day. Our branch opening hours differ and will vary according to the branch (see the branch for details).

\*\*\* Account balance is the total amount in your account. Available balance is the amount you can take out. It can be less than the account balance if you've paid in a cheque which hasn't yet cleared. When the cheque has cleared the amount will be included in your available balance. Our own cheques are classed as cleared funds. You can contact us to check your available balance at any of our branches or by telephone, written request, or by emailing our Head Office.



## 10.1 Deposit information and restrictions

The maximum amount you can pay into your account by cash is £10,000 per account per week. If you're paying in cash, we might ask you for proof of where the cash has come from. It's not linked to how much you pay in, but we have to make sure all the money in our accounts comes from legal sources. There are legal and regulatory reasons for this. We can also refuse the cash deposit. Where a third party is paying in on your behalf, the maximum cash they can pay in per day is £500.

We are able to accept coins provided they are sorted and bagged in the appropriate denomination before being taken to a branch. Coin bags are available from our branches. A maximum of 5 full bags (not mixed coins) will be accepted.

For electronic transfers by CHAPS or Faster Payments, the payer will need to send the payment to our bank, please ask us for relevant details. The payer will also need to quote your account number as the reference number. If your account number is not quoted, the payment will be returned.

If you wish to pay money into your account by standing order, you will need to set this up with your bank. We cannot accept payments by direct debit.

When paying money into your account through a branch or by post you will need to produce your passbook or provide your account number.

We will not return any counterfeit banknotes which are received from you, nor will we credit your account with the value of such notes. We send all counterfeit or suspicious notes to the Bank of England.

If a bank or building society informs us that they have made a payment into your account by mistake, we are obliged to cooperate with them and help them recover the payment. We must provide them with the relevant information they need to do this, and the information will include your name and contact address. We will deduct the amount of the mistaken payment from your account. If the payer's bank or building society is unable to recover the funds from us and the payer asks them to do so, they will provide all relevant information they have to enable the payer to try and recover the money from you.

We will not accept cheques that are more than 6 months old.

A charge will be made for any cheque returned unpaid by our bank. The amount of the charge is specified in our Tariff of Charges. A copy of our Tariff will be provided before you open an account and the Tariff is available on our website and from any of our branches and our Head Office. The tariff is subject to change (see section 15 below "Charges").

Cheques made payable to the Society must also include details of the account holder(s) or the account number (for example, 'Tipton & Coseley Building Society, account J Smith'); otherwise, we will not accept them for payment into an account. This is to protect against fraud.

## 11. Payment Services Regulations

Although we do not operate 'payment accounts', under the Payment Services Regulation 2017, we are obliged to provide you with certain information with regards to electronic payments (for example, monies paid into your account via standing order, CHAPS payments, Faster Payments, or BACS payments made into or from your account). This information will include the identity of where the funds originated, the amount of the payment and the date on which we received it and can be provided upon request.

It is important that you notify us as soon as possible if funds are incorrectly applied into your account or if interest is not allocated to the designated account of your choice so that this can be investigated.

## 12. Taking money out of your account

The following table sets out the different ways you can take money out of your account. Withdrawals of cleared funds are subject to the Special Conditions for particular accounts.

Method	When you can withdraw	When the funds leave your account	When you can cancel a payment
Cash taken out from a branch	During branch opening hours	The funds come off the account balance straight away	Not permitted as funds come off the account balance straight away
Cheques taken out from a branch. Minimum value £10	During branch opening hours	The funds come off the account balance straight away	We may stop a cheque, for example if we have clear evidence that it's lost, stolen or destroyed or we have evidence of fraud
Cheques requested by post. Minimum value £10	During our normal business opening hours	The funds come off the account balance the same day we process your instruction	If you wish to stop a cheque, please contact us. We are unable to stop a cheque which has already been paid by our bank
Internal transfer between your Society accounts	During our normal business opening hours	The funds come off the account balance straight away	Not permitted as funds come off the account balance straight away

## 12.1 Withdrawal information and restrictions

We do not permit withdrawals to be made by direct debit, standing order, or by electronic/Faster Payment.

We may ask to see proof of identification before completing a withdrawal.

Our standard cash withdrawal daily limit is £500 per account. Higher amounts require 2 banking days' notice, subject to a maximum withdrawal of £2,500 per day.

Cheque withdrawals are subject to a minimum value of £10, and maximum value of £20,000 on demand per account. Higher amounts require 2 banking days' notice.

Subject to the Special Conditions for an account, we will allow withdrawals against a cheque 6 banking days after the date of deposit, provided we have not received notice that it has not been cleared. If the day of deposit is not a normal banking day, then the period of 6 banking days will start the day after the next banking day. If a cheque is not then cleared, you will have to repay us the amount of the withdrawal to the extent that there is not enough other money in the account to cover it. We will not take money from your account, or require you to repay us, in respect of a cheque that has not cleared unless any of the following apply:

- the cheque is drawn on a bank or institution outside the United Kingdom;
- you agree otherwise;
- you are knowingly a party to a fraud in respect of the cheque; or

- the money is reclaimed from your account before the end of our normal business opening hours on the 6th banking day after the day it was deposited with us.

If a cheque that is deposited by you is not cleared, we will tell you about this in writing or by another communication method which you have agreed with us.

If a withdrawal is made by cheque for someone else, we will not stop payment of the cheque unless we have clear evidence of fraud or that the cheque has been lost, stolen or destroyed.

No withdrawal will be allowed if it would cause the account to be overdrawn (but if the account does become overdrawn you must immediately pay us back the amount by which it is overdrawn).

Withdrawals are not permitted in our branches or by post without producing your passbook at the time of the request.

We may refuse to allow a withdrawal if we are not satisfied that we have the proper written authority for the withdrawal in accordance with the instructions you have given us. A signed withdrawal form will be required in order to make a withdrawal.

We can restrict at any time the amount which can be withdrawn, including refusing a withdrawal, from any account. We will do this if:

- a. we reasonably believe that there may be fraudulent activity or other financial crime affecting the account;
- b. we reasonably believe that it is necessary in order to safeguard your interests if you are a vulnerable consumer;
- c. allowing the withdrawal would make the account overdrawn or exceed any agreed overdrawing;
- d. we are required to do so by any law, regulation, or court order;
- e. there is a dispute (which we reasonably believe may be genuine) about the ownership of, or entitlement to, the money in the account;
- f. circumstances beyond our reasonable control prevent us from offering a normal service (such as in the event of terrorist threat, computer systems failure or strikes); or
- g. circumstances exist which lead us reasonably to believe our financial stability is under threat.

In the case of (e) and (f) above:

- i. we will act proportionately to the circumstances in question;
- ii. we will take all reasonable steps to ensure that the restrictions are lifted as soon as practical and to minimise the inconvenience to you;
- iii. we will take into account the interests of the Society's membership as a whole;
- iv. we will, if practical, give advance notice; and
- v. we may consider exceptions to the restrictions if we are reasonably satisfied that hardship would otherwise be caused.

Where the restrictions on withdrawals affect branches generally, we will notify the restriction by putting notices on our website and in our branches. If the restriction affects your account only, if it is not reasonably possible to give you advance notice, we will notify you in writing or by another communication method which you have agreed with us as soon as reasonably possible.

## 12.2 Withdrawals made by your representatives

The limits for cash withdrawals made by a third party are the same as our daily limits. Cheque withdrawals made by a third party which are over £2,500 must be payable to the account holder and are subject to a maximum limit of £20,000. Identification must be provided by the third party collecting the withdrawal.

If it appears to us that you are not capable of managing your affairs, we may agree to allow any person who appears to have care of you or to be managing your affairs, to make withdrawals from your account. However, we may not allow this:

- in England and Wales, until we have given written notice to the Court of Protection and the Court has given written notice that it does not object (although we may exercise our discretion in cases of exceptional urgency);
- in Scotland, until approval has been given by a factor, curator, or tutor (if you have one);
- in Northern Ireland, until approval has been given by a receiver, committee, guardian, or controller (if you have one).

In all cases we may need the person who appears to have care of you or to be managing your affairs, to give us an indemnity against any claims against us, as a result of allowing withdrawals made by them. In certain cases, we may need the person to apply to the Court for authority to make withdrawals.

## 13. If money is taken out of your account incorrectly or without you allowing it

We will only carry out transactions where you authorise them and we are responsible for carrying out transactions correctly. A transaction is incorrect if you've requested a transaction and provided correct details but then we do not complete this correctly. If we make an incorrect payment, we will rectify this as soon as possible.

If money is taken out of your account without you authorising it, you must notify us without undue delay, either in person at any of our branches or by contacting us at our Head office on 0121 557 2551.

The amount of the refund (if any) depends on the circumstances, but unless any of the following circumstances apply, you will be responsible up to a maximum of £35 for any unauthorised withdrawal, by the use of a passbook that has been lost, stolen or misappropriated.



Circumstance	Will the payment be refunded
If you've acted fraudulently	No, you are fully responsible for the amount withdrawn
Where you give us wrong information when asking us to make a payment	No, you are fully responsible for the amount withdrawn
If the unauthorised withdrawal was caused by acts or omissions by us or on our behalf	You won't be responsible for the amount withdrawn
If you have deliberately or by gross negligence* failed to keep your passbook secure	You are responsible for the amount withdrawn up to the time you let us know about the loss, theft, or attempted use of your passbook. Subject to the other circumstances listed, we will refund withdrawals made after that time
If you have deliberately or by gross negligence* failed to tell us your passbook is lost or stolen, (for example, even if you knew about it)	
If you have deliberately or by gross negligence* failed to tell us that someone has tried to use your passbook (for example, even though you knew about it)	Except where you have acted fraudulently, you won't be responsible for the amount withdrawn
Where the levels of security checks required by the relevant laws and regulations were insufficiently made	

\*Gross negligence means that something you have done or have not done is very obviously wrong or careless.

If you tell us that you didn't authorise a transaction, we'll usually refund you as soon as possible. If we reasonably suspect you of fraud, we may investigate the matter before considering your refund further.

If you tell us we've done something wrong when we completed the transaction for you, we'll investigate the matter and let you know the outcome. If we did make a mistake, we'll refund you straight away and adjust your interest accordingly.

You should check your passbook regularly. If there is an entry that seems to be wrong, you should tell us as soon as possible, in person at any of our branches, or by telephoning **Head Office on 0121 557 2551** or emailing us, so that we can investigate the matter.

If we make a refund and discover that you did authorise the payment or that you are liable, we can reverse the refund and take the amount refunded from your account.

Subject to the above, we will be liable for any unauthorised withdrawals from your account.

# Interest and charges

## 14. How we calculate and pay your interest

Interest rates can be fixed or variable and the Special Conditions for your account will confirm this. If interest rates are variable, we may change them. Your account Special Conditions will tell you the rate of interest that applies at the time you opened the account and when we pay interest. If your account is an ISA, the interest is tax-free, unless the Government changes the law.

Interest rate information is available:

- in our Interest Rates leaflet available from branches or Head Office;
- from our website [www.thetipton.co.uk](http://www.thetipton.co.uk);
- by telephoning our Head Office on 0121 557 2551;
- by asking staff at our branches; and
- by looking at notices in our branches.

On our accounts we generally:

- calculate interest on a sum deposited in cash or by electronic transfer from the day after it is credited to your account (including interest credited to the account). Any sums received by us outside our normal business opening hours or on a non-banking day will be treated as having been received when we are next open for business on a banking day;
- calculate interest on a sum deposited by cheque from the day after it is credited to your account.
- calculate interest on a sum withdrawn up to and including the day you make the withdrawal;

The interest we pay you has not had any tax taken off it. You may have to pay tax on the interest you receive from us. In certain cases, His Majesty's Revenue & Customs (HMRC) can require us to disclose information about you and take money from your account to be used towards payment of taxes due, but unpaid.

We will take this action if we are legally obliged to do so.

We share tax information about you. If we believe you're a tax resident overseas or are a US citizen, we have to give information to HMRC about you and your account(s) with us. In line with international tax agreements, HMRC may then share your details with the tax authorities in the other country/countries. You must inform us if you become tax resident outside the UK and/or become a US citizen.

Tax treatment depends on your individual circumstances and may be subject to change in the future. We do not issue S975 tax certificates automatically, these are available upon request.

If the Special Conditions of your account allow, you can request payment of interest on your account to be made monthly to another account. The following terms apply to such interest payments:

- We will pay the interest into your account or other nominated account on the last banking day in the month. If the interest is paid into an account with the Society, it will reach the account immediately. If the interest is paid into an account with another bank or building society, it will normally reach the account not later than the last banking day of the month.
- We may adjust the balance on your account to recover any overpayment of interest that results from a withdrawal being made close to the end of a month, and after an interest payment had been prepared, on the assumption that the balance on the account would not change before the end of the month.
- We may refuse to make an interest payment if any of the circumstances set out in withdrawal information and restrictions apply.
- You can stop a monthly interest payment instruction at any time before the end of our normal business opening hours, 6 days before it is due to be credited. You can do this by writing to us, or in person at one of our branches or our Head Office. You may need to produce some identification.

## 15. Our Charges

We may make charges for matters relating to your account and these are detailed in our Tariff of Charges. We will provide you with a copy before you open your account. You can also find the current charges in force at any time on our website, by telephoning our Head Office or enquiring at our branches.

Any charges incurred will be debited to your account. We will notify you before we do this except for charges in respect of unpaid cheques where we will notify you as soon as we reasonably can.

We can change the charges we make at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to respond to changes to our costs, including our administrative costs;
- to respond to changes in the law or the decisions of a court, Ombudsman, or regulator;
- to meet relevant regulatory requirements; and/or
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

Any change we make to our charges will be proportionate to the circumstances giving rise to the change.

Changes may include removing or amending existing charges or the introduction of new charges. If we introduce a new charge or increase a charge on the Tariff (that relates to your account), we will give you at least 30 days' written notice (including by email if you have agreed to receiving information this way) before the change comes into effect.



# How we will let you know about changes

## 16. How we will let you know about changes to our variable interest rates

We may change our variable interest rates at any time if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future):

- to respond to changes in the Bank of England base rate or interest rates generally (including the interest rates paid on similar accounts by other providers of financial services);
- to respond to changes or anticipated changes in the law, regulation, codes of practice or the decision of a court, the Ombudsman, or a regulator;
- to meet relevant regulatory requirements;
- to respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection;
- to respond to changes to our costs, including administration costs and costs of providing services or facilities or changes in the costs to us of borrowing funds;
- to maintain, increase or reduce the difference between the rates we pay investors and the rates we charge our mortgage customers to maintain our financial strength for the benefit of our members.

Any change we make to interest rates will be proportionate to the circumstances giving rise to the change.

Changes may include the introduction or alteration of tiers and bands under which:

- interest is not paid where the amount in the account is below a certain level; and/or
- different rates apply depending on the amount in the account.

The following table outlines details of when and how we will tell you about any changes we make to our interest rates. This depends on what the change is and the type of account you have:

Interest rate change	Type of account	When we will notify you	How we will notify you
Increase	Any	As soon as reasonably possible	Notice in our branches including Head Office and, on our website
Decrease	Account Balance £100 or less	At least 14 days' notice	Notice in our branches including Head Office and, on our website
	Account Balance more than £100	At least 14 days' notice*	Letter or email to the address registered on your account, and notice in our branches including Head Office and, on our website

\* If we notify you of a reduction to the interest rate and, at the time of the notification, the balance of your account is £100 or more we may choose to either:

- Give you at least 14 days' notice before we make the rate change. You will then have 30 days from the date of notification during which you may close or switch your account without having to give any period of notice, lose any interest or pay any additional charges; or
- If the account Special Conditions require a period of notice to be given to make withdrawals, we will give you notice of at least 14 days plus the period of notice applicable to the account (or 30 days if this is longer than the notice period) before the interest rate changes. The notice period set out in the Special Conditions for making withdrawals or closing the account will continue to apply.

## 17. How we will let you know about other changes to these Terms and Conditions or Special Conditions

We can change these Terms and Conditions and/or the Special Conditions to your account if we reasonably believe that the change is needed for any of the following reasons (which may relate to circumstances existing at the time or those that are expected to apply in the near future). We may make changes in order to:

- respond to changes in the law or the decisions of a court, Ombudsman, or regulator;
- meet relevant regulatory requirements;
- make the terms clearer or fairer or to correct mistakes where it is reasonable to do so;
- allow our technology to be updated or to enable new systems, services or benefits to be provided;
- provide you with extra benefits or services; or
- respond to new (or changes to) statements or codes of practice or industry guidance designed to enhance consumer protection.

Because you may hold your account with us for many years, we need flexibility to manage our business for the long term, including providing a sufficient financial return for us to operate our business in a prudent and sustainable manner. We can't predict everything that may affect our business, so there may be other reasons we have not set out when we need to make a change. We will only make changes we consider are fair and in the best interests of all of our members.

Any change we make will be proportionate to the circumstances giving rise to the change.

Changes	When we will notify you	How we will notify you
Changes to these Terms and Conditions or Special Conditions which don't disadvantage you	Can be made immediately and without prior notice. We will tell you as soon as we can and no more than 30 days after we make the change	By way of general notice in our branches, Head Office and on our website
Changes to these Terms and Conditions or Special Conditions and it disadvantages you	Will be effective only after 30 days' written notice is given to you (except if that length of notice is not possible, such as where the change is needed to comply with a legal or regulatory requirement)	Notices will be sent by individual letter or email

If we make a lot of changes at any one time, we will either give you a copy of the new Terms and Conditions and/or Special Conditions or provide you with a summary of the changes and tell you where you can get a full copy

Unless where we intend to exercise our right of set off, (see section 18 below under 'If you owe us money') any notice issued by post will be sent by first class unregistered post to your address registered with us in your passbook. If you have provided us with your email address for communications with you, we may send notices to you using that email address.

If we, accidentally, fail to send to you a notice intended for our savers generally or a category of savers, but display the notice at our branches and put it on our website, you will be taken to have been given such notice.

Any notice or communication required to be given to us in writing under these Savings Terms and Conditions must, (unless otherwise specified) be given to us by posting it or delivering it to Tipton & Coseley Building Society, 70 Owen Street, Tipton, DY4 8HG or by emailing us.

**17.1 If you are not happy about a change we plan to make**

With many of our accounts, you can close or switch your account whenever you want. However, if there are normally restrictions on your account you can close or switch your account without having to give any period of notice, or pay any additional charges, or having to lose any interest in the following situations:

Situation	When you can close your account
We're making a change to the Savings Terms and Conditions or Special Conditions which disadvantages you	Any time within the 60 days after we notify you about the change
We're making a change to charges which disadvantages you	Any time before the change comes into effect
We're making a change to the interest rate which disadvantages you	See section 16 for details

If you don't contact us to object to the change before it comes into effect, we'll take this to mean that you've accepted the change.



# Other Matters

## 18. If you owe us money

If you owe us money, we can take it from another account you have with us. This is known as our right of set off. This means we use the money you have in another account with us, or any interest we owe you, to reduce or pay back the amount you owe us.

We will refrain from instigating our right of set off in circumstances where we consider that any of the funds held within any of your account(s) with us are required by you to meet your Essential Living Expenses and Priority Debts. Essential Living Expenses and Priority Debts are those expenses required to maintain your home including rental payments, mortgage payments, utility bills, obligations under court orders, maintenance payments to children, food, and any other expenses that we, in our absolute discretion, consider to be essential.

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

In the first instance, we will and without further notice to you, freeze your account(s);

We will provide you with written notice of our intention to use our right of set off and of your account(s) being frozen by first class registered post, including by email if you have agreed to receiving information this way, within 24 hours of your account(s) being frozen and will include a summary of the debt due and the method of payment.

You will have a period of 14 days from the date of receipt of the notice in which to settle the debt, failing which we will (without further notice to you) transfer the funds held in your account(s) in settlement of any debts owed to us.

For the avoidance of doubt, as soon as we transfer funds from your account(s), you shall no longer have any proprietary interest in those funds. We do not accept any liability for loss to you or any third party as a result of this action.

We won't apply our right of set off if we know someone else has rights to the money, or if you received the money from a government body.

## 19. Closing an account

Our agreement with you lasts until your account is closed.

You can close your account by giving us notice in writing at any time, subject to any Special Conditions that apply to particular accounts and to normal administration requirements. The Special Conditions will tell you of any notice periods, charges or loss of interest which apply if you close your account.

We can close your account at any time without giving any reason, but (except in exceptional circumstances):

- we will give you at least 30 days' written notice or such period of notice you would have to give us in order to close your account (or to close it without having to pay a charge or losing interest), whichever is the longer;
- we will not use this right to repay a fixed term savings account before the end of the fixed term; and
- we will not close your account, or threaten to do so, as a response to a valid complaint that you have made.

The exceptional circumstances mentioned above are:

- you have deliberately given us false information in relation to your account;
- you were not entitled to open the account;
- you do not comply with your obligations under these Terms and Conditions or the Special Conditions relating to your account, and do not put this right within a reasonable time of our asking you to do so;
- you have been repeatedly in serious breach of your obligations under these Terms and Conditions or the Special Conditions relating to your account even if you have corrected your breaches;
- you cease to be a member of the Society in respect of your account;

- you threaten, or are abusive towards, our staff;
- we receive notification that you have been made bankrupt (or insolvent);
- we reasonably suspect that the account is being used for an illegal purpose;
- we reasonably suspect the account is being used for business purposes and is not a Business Savings account where specific Special Conditions allow business activity;
- the contract between us is void or unenforceable at law; or
- we have a legal obligation to close the account.

If we close the account, we will pay interest at the applicable rate up to and including the date of repayment. We may make repayment by sending you a cheque.

If we close the account in full and make repayment to you, in person or by post, then you will have no further right or interest in the account.

### 19.1 Where your account is inactive

We may close your account if it is dormant. This means if you haven't used your account for 5 years (not including interest payments) and we haven't heard from you, your account will be classed as dormant. If your account is classed as dormant it may be closed after reasonable attempts to trace you. Once your account is classed as dormant all account holders will be required to provide acceptable identification before any transaction takes place on the account.

If you contact us at a later date and provide us with satisfactory proof of your identity, we will re-open the account and credit it with the amount we owe you, (which will be equal to the balance that was in the account when we closed it, after adjusting it for the interest we would have paid and, for any fees or charges we would have deducted if the account had remained open). This is subject to any rules that may be made under any legislation.

## 20. Matters outside of our control

Sometimes unexpected things happen which may lead us to not complying with these Terms and Conditions or any Special Conditions.

We will not be liable to you if we are unable to provide a service in connection with your account in accordance with these Savings Terms and Conditions and any Special Conditions, because of things that happen that are outside of our reasonable control or that we cannot reasonably avoid, (such as strikes, power failures, terrorist threat and computer system failures), or as a result of us having to comply with any law or regulatory requirement.

## 21. What to do if things go wrong

We are committed to providing you with great service, however we recognise that there may be occasions when you wish to make a complaint. You can do this by calling or writing to our Head Office, visiting any of our branches or by using our 'contact us' facility on our website. We will investigate your complaint and always try to resolve it as soon as possible.

A leaflet detailing our internal complaints procedure is available on request in our branches or from Head Office and on our website, this outlines our process and timescales for responding to complaints in line with regulatory requirements.

If you do not agree with the outcome of our investigation into your complaint, you may be able to refer your complaint to the Financial Ombudsman Service. Details are available on request from our branches or Head Office and on our website.

You can contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower  
London, E14 9SR.

Telephone: 0300 1239123

Or go online to [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) for more contact details.

## 22. Your savings are protected with us

Your eligible deposits with the Society are protected up to a total of £85,000 by the Financial Services Compensation Scheme (FSCS), the UK's deposit guarantee scheme. For joint accounts, each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all of the eligible depositor's accounts with the Society, including any subsidiary companies, including their share of any joint account, and not to each separate account. Any deposits you hold above the limit are unlikely to be covered.

For further information about the compensation provided by the FSCS please ask at one of our branches, enquire at our Head Office or refer to the FSCS website [www.FSCS.org.uk](http://www.FSCS.org.uk) or call the FSCS on 0800 678 1100 or 020 7741 4100. Please note that only compensation queries should be directed to the FSCS.

## 23. How we use your information

The Society is a data controller and decides the purposes for which and the manner in which any of your personal data is to be processed. Personal data means any information that is about you or from which we can identify you.

Our Privacy Notice describes the context of our business relationship with you along with how and why your personal information is processed. A copy of the Privacy Notice will be provided before you open an account. For further copies please contact us at one of our branches, our Head Office or visit our website.

We monitor and record telephone calls for your security and our training purposes. Any recordings we make are the property of the Society.

## 24. We're governed by English law

Our agreement with you and these Savings Terms and Conditions are governed by the laws of England and Wales. Those laws are also taken as the basis for the establishment of the relationship with you prior to the conclusion of any contract between us.

All communications between you and us will be in English unless we specifically agree otherwise.