

Terms & Conditions



CHESHIRE
BUILDING SOCIETY

Our Savings Promises

- PROMISE 1** We will not offer 'brand new customer only' savings products.
- PROMISE 2** We will reward existing savers with exclusive savings accounts.¹
- PROMISE 3** We guarantee our Fixed Rate ISA rates will match or beat our equivalent Bond rates - so you get the most of your ISA tax relief.
- PROMISE 4** When you transfer a Cash ISA to us you will start earning interest as soon as we receive your application.²
- PROMISE 5** We offer a Rate Guarantee when you reinvest in a Fixed Rate Bond or Fixed Rate ISA - if our rate changes between the day you apply and the day of reinvestment, we guarantee you the better rate.
- PROMISE 6** We will contact you³ every year detailing our range of savings accounts, so you know about new accounts we have launched. We will send you an annual savings statement showing the rate you are receiving, and we will always have our latest rates available at thecheshire.co.uk
- PROMISE 7** We will help you choose our best savings accounts for you. You can ask us at any time for a free Savings Review to see if you can get more from your savings.



(1) Product eligibility criteria will apply.

(2) Provided that your funds are free to move and not subject to any notice period.

(3) Only for customers who are 18 or over with a savings balance of £500+.

These are our Savings Promises which will form part of your savings account terms and conditions. These Savings Promises ONLY apply to those accounts opened with the Cheshire Building Society.

These Terms and Conditions (and those in the individual product leaflets) together with Nationwide Building Society Rules, set out the contractual relationship between you, the member, and us, Nationwide Building Society trading as Cheshire Building Society ("the Society"). If a specific condition in the relevant product leaflet differs from these Terms and Conditions, that specific condition is the one that applies.

If you would like further details regarding any particular account, please see the relevant product leaflet.

It is important that you read and understand these Terms and Conditions. Should you have any queries or require clarification, please contact any branch or our Customer Contact Centre on **0845 755 0555**. Lines open 8am-7pm weekdays and 9am to 1pm Saturdays. For security and training purposes, telephone calls may be monitored or recorded.

From time to time we may publish 'Savings Promises'. These will be clearly promoted as such and entitled 'Our Savings Promises'. These promises are incorporated into and form part of these terms and conditions.

1.0 Communication

- 1.1** All correspondence between you and the Society will be communicated in English.
- 1.2** All contracts entered into between you and the Society will be governed by English Law.

2.0 Helping you choose products and services which meet your needs

- 2.1** The Cheshire offers a wide range of savings and investment facilities. Full details of all our current and closed issue accounts, including current and previous interest rates, are available from any branch or by calling our Customer Contact Centre on the telephone number shown previously. Alternatively you can visit our website – www.thecheshire.co.uk.
- 2.2** Before you become a customer, we will:
- Give you clear information explaining the key features of the services and products you tell us you are interested in
 - Give you information on a single product or service, if you have already made up your mind
 - Tell you what information we need from you to prove your identity (by law, we have to check your identity)
- 2.3** In addition to our investment services we are able to offer personal loans, credit cards, insurance and financial planning. Details of all of our services are available on request.
- 2.4** You must not use this account for business purposes.

3.0 Customer identification

- 3.1** All financial service providers are required by law to verify a customer's identity and, together with the Government and law enforcement agencies, are united in the aim to crack down on crime and terrorism.
- 3.2** Verification of identity will be requested from all customers. The Cheshire's identification requirements apply to both new and existing customers.
- 3.3** This level of security is required by money laundering regulations to protect our customers and members of the public against fraud and misuse of the banking system.
- 3.4** We may ask you to show a form of identification at any time, for example, when making a withdrawal from your account.
- 3.5** For more information on acceptable forms of identification documents, please refer to our 'Identification Requirements' leaflet.

4.0 Eligibility

- 4.1** To be eligible for a share account you must be a private individual and resident in the United Kingdom.

5.0 Charitable assignment

- 5.1** THE FOLLOWING WORDING APPLIES TO YOU UNLESS:
(1) YOU WERE A MEMBER OF THE SOCIETY ON 2 NOVEMBER 1997 AND HAVE CONTINUED TO BE A MEMBER EVER SINCE THAT DATE; OR
(2) YOU FALL WITHIN A SPECIAL CATEGORY OF PERSONS TO WHOM OUR CHARITABLE ASSIGNMENT SCHEME DOES NOT APPLY.
By applying to open an account after 2nd November 1997, you also apply to be a charity member of The Nationwide Foundation ("the Foundation") unless you are already a charity member. You agree that, if:
- the account is opened by the Society and you are or become a charity member of the Foundation; and
 - the Society subsequently enters into an agreement to transfer the whole of its business to a company,
- You will assign to the Foundation (or any charity(ies) nominated by it, but to no other person) all rights to or in connection with any conversion benefits to which you would otherwise become entitled as a member or depositor at any time before, or within two years, after your membership of the Society comes to an end. You make this agreement:
- (a) with the Society (acting for itself and for the benefit of the Foundation), in return for the Society opening the account you are applying for, and you acknowledge that the Foundation may enforce the benefit of your agreement with the Society under the Contracts (Rights of Third Parties) Act 1999; and
- (b) with the Foundation directly, in return for the Foundation granting you charity membership (if you are not already a member).

This agreement means that, without any further notice to you:

- the Society may make over to the Foundation (or to any charity(ies) nominated by it) any such conversion benefits; and
- the Foundation may exercise all your rights in relation to any such benefits.

You understand that this agreement is irrevocable and cannot be amended or varied without the consent of both the Society and the Foundation and that neither the Society nor the Foundation will release you from this agreement.

You understand that (except in the case of any class of person where the Society considers this to be inappropriate) the Society will require on behalf of itself and the Foundation that all applicants for share and mortgage accounts agree to the above condition (or a condition having substantially the same effect), unless the Society decides and announces by press release that it is no longer in the best interests of the Society to do so generally on a continuing basis. Any such decision by the Society would not have retrospective effect and you would continue to be bound by the above condition.

For this purpose:

"conversion benefits" means any benefits under the terms of any future transfer of the Society's business to a company (i.e. on conversion or takeover) except the statutory right to have shares in the Society (including any balances on share accounts) converted into deposits with the company; and "Society" means Nationwide Building Society and, if it merges with any other building society, includes such other society.

6.0 Joint accounts

- 6.1** Where an account is held in joint names and the relationship with the other party ends, for example on separation or divorce, and the authority for withdrawals is just one signature, either party can if they wish, make the authority for withdrawals both signatures. However, both parties must give their authority before only one signature would be accepted on future withdrawals. If there is a dispute between joint account holders, we may freeze the account until we receive written instructions from you all.
- 6.2** Where the authority for withdrawals is either signature, we will accept withdrawals on either signature and therefore either party can make partial withdrawals, withdraw the entire balance or close the account alone.
- 6.3** Investment accounts cannot be transferred from joint to sole names, instead the account must be closed and a new application form completed.
- 6.4** On proof of death of any joint account holder, we will recognise only the survivor(s) as having ownership of, or interest in, the account and the survivor(s) shall be entitled to operate the account on the same terms. If the account is in your sole name we will ask your personal representative to provide proof of their authority and then allow them to close your account.
- 6.5** You cannot transfer your rights in your account to someone else and we will not recognise the interest or claim of any other person in your account unless we are required to do so by law.

This means, for example, that you cannot use the money in your account as security for money that you borrowed from someone else.

- 6.6 If you become mentally incapable of managing your affairs we may allow a person appointed by the Court to manage your affairs to operate your account.
- 6.7 As joint account holders these conditions apply to you individually and jointly with the other account holder(s).
- 6.8 On a joint account interest can be paid net (with tax deducted) to one account holder and gross to the other. If you pay income tax at a higher rate, you will have to pay any additional tax on your interest.
- 6.9 For accounts in joint names the membership rights (the right to receive notices of meetings, for instance) will generally belong to the first named account holder other holders will have limited rights, mainly to do with obtaining information. Some rights depend upon a minimum holding, e.g. to receive notice of an Annual General Meeting of a building society you must have held at least £100 at the last year end of the society. If you want to change the order of names on any jointly held account, please contact your local branch.
- 6.10 For Trustee Accounts, the trustees are the legal account holders and have any membership rights. They also receive communications about the account. However, if you have told us that an account is held for the benefit of a particular person, for example a child, we will refer to the name of that person in any account statement we issue, even though, as the beneficiary of the trust, he or she is not the legal account holder.

7.0 Right to cancel

- 7.1 If you are not happy with your choice of savings account you can cancel it within 14 days of opening it. This does not apply to Fixed Rate Bonds, no withdrawals are permitted during the bond term. We will help you to transfer to a different type of Cheshire account or give you your money back with interest. Interest earned will be at the interest rate applicable to the specific account for the duration of the investment. The interest received will depend on the number of days you invested and whether it was a cash or cheque investment. For cheque investments, the funds cannot be withdrawn until the cheque has cleared. There is no cancellation period for fixed rate accounts where the interest rate is set when you open the account. Except for our fixed rate cash ISA where the 14 day cancellation period applies.
- 7.2 If you wish to close your account within this period you will need to send us written confirmation of your instructions to close within 14 days of opening your investment. Any notice period or interest penalty will be waived. If you decide not to exercise your right to cancel, your investment will be subject to the terms and conditions of your chosen account from the opening date and any applicable notice period or penalty will be applied on closure.

- 7.3 Please send instructions to close your account in writing with your account documentation (i.e. passbook or certificate, see section 17.0 'Account documents and taking care') to the following address – Cheshire Building Society, Savings & Investment Team, PO Box 29216, Dunfermline, KY12 2BZ.

8.0 Making a deposit

- 8.1 You can make cash or cheque deposits into your account at any Cheshire branch. Please do not send cash deposits through the post, as we cannot accept liability for any loss of funds.
- 8.2 You can send cheque deposits to:
Cheshire Building Society, Savings & Investment Team,
PO Box 29216, Dunfermline, KY12 2BZ.
- 8.3 To help protect against fraud, please make cheques payable to the account holder to whom the money is being paid. Cheques made payable to the Cheshire Building Society must also include the name of the customer, for example "Cheshire Building Society – J. Smith". If a customer name is not included, it is likely that the cheque will be returned.
- 8.4 If you wish to have payments credited to your account from a bank e.g. telegraphic transfers or standing orders, please quote the following:
Barclays Bank Plc, Market Place, Macclesfield
Sort code: 20-53-77
Account No: 50244961
ensuring your customer/account number is quoted as a reference.
- 8.5 Please also ensure that deposits are kept within the maximum investment limits for your type of account.
- 8.6 All payments into your account must be in sterling.

9.0 Cheques

- 9.1 Banking of cheques for payment will at all times be subject to the rules, and clearing processes, of any cheque clearing system(s) used by us. Cheques will earn interest from the second working day following the day of receipt.
- 9.2 Cheque funds will be available for withdrawal on the sixth day following the day of receipt.
- 9.3 Cheques paid in on a non-working day will be treated as received on the next working day (working days exclude Saturdays, Sundays and Bank Holidays).
- 9.4 *Please note that the banking industry's central clearing cycle normally takes three working days. However, the Cheshire is not a clearing bank and therefore our clearing cycle must include sufficient time for confirmation of payment, in order to reduce the risk of loss. See table below.*

Cheque clearance dates

Day cheque paid in	Mon	Tues	Wed	Thurs	Fri	Sat
Day interest earned from	Wed	Thurs	Fri	Mon	Tues	Wed
Day money available for withdrawal (week 2)	Tues	Wed	Thurs	Fri		
Day money available for withdrawal (week 3)					Mon	Tues

- 9.5** If a cheque is returned unpaid before the end of the sixth working day following the day of receipt, interest will be adjusted and we will debit your account with the amount of the cheque.
- 9.6** If you send a cheque through the post, clearly write the name of the person you are paying the cheque to and put extra information about the recipient on the cheque, to help to prevent fraud (see section 8.3).
- 9.7** Also, draw a line through any unused space to ensure unauthorised people cannot add extra numbers or names.
- 9.8** When a cheque is issued by the Cheshire and made payable to a third party at your request, payment cannot be stopped except in the event of proof of loss or theft.
- 9.9** The Cheshire's cheques are valid for six months from the date of issue. If out of date, they must be suitably amended by us before they can be accepted or paid.

10.0 Automated Payments

- 10.1** Automated payments include payments made from your bank account over the internet, by telephone or by standing order to your account with us. When you give an instruction to your bank to make an automated payment to a Cheshire account, the payment will be processed through the central clearing cycle and will normally arrive by the end of the next working day following your request. However, payments from some financial institutions may take longer to reach your Cheshire account.
- When you make an automated payment, please ensure that you quote your account number as a reference as well as the Cheshire's sort code and account number (see section 8.4).
- If any of the payment details are missing or quoted incorrectly, it may not be possible for the payment to be credited to your Cheshire account and the payment will be returned to the bank account it was paid from.

11.0 Access to funds

- 11.1** Withdrawals of up to £500 in cash per account, per day can be made and larger amounts are available by cheque. For cash withdrawals between £500 and £2,000, two working days advance notice is required. For cheque withdrawals over £100,000 one working day advance notice is required. Please contact your local branch or the Customer Contact Centre to arrange. Subject to any additional conditions on your account regarding withdrawals the certificate or passbook must accompany any request for a withdrawal from the account. An upper limit on withdrawals may apply subject to the Cheshire's discretion.
- 11.2** We can limit at any time, without notice, the amount which may be withdrawn in respect of any account, if we reasonably consider it necessary in order to protect the interests of Nationwide's membership as a whole.

- 11.3** We may refuse to carry out or allow any transaction on your account if we are not reasonably satisfied of:
- The identity or authority of any person requesting the transaction or
 - The lawfulness of the transaction
 - We reasonably believe that you did not give us the instruction; or
 - We reasonably suspect fraudulent activity; or
 - Your instructions are unclear, incomplete or the recipient's details are incorrect (as set out in the 'Making Payments' section below); or
 - It might cause us to act contrary to a law, regulation, code or other duty which applies to us; or
 - It would cause you to exceed any limit or restriction which applies to your account.

Where we have refused to carry out your transaction that occurred within the EEA, we will notify you within one working day either verbally, by letter or by showing the refused transaction as a credit and debit of the same amount on your statement or passbook, which will be made available to you at a branch.

We will not notify you if we believe that doing so would compromise security or would otherwise be unlawful. Information about the refusal and, if possible, our reasons for the refusal along with information on how to correct any factual errors that led to the refusal can be obtained by contacting us.

- 11.4** Direct Debits and Bill Payment Service cannot be made from the account.
- 11.5** Credit facilities are not available on the account. If any withdrawal or payment creates an overdraft, the account must be brought back into credit immediately.
- 11.6** We will debit the account with all payments and withdrawals authorised by you together with any charges in accordance with our published charges.

Before we can act on your instructions to make payments or withdrawals, we will require your consent and may require proof of identification. How we obtain your consent will include written consent.

When making payments, the following information is required from you about the company or person you are paying:

- a) For UK automated payments as detailed in the table below, and CHAPS payments, the sort code, account number and, if applicable, reference. In addition, for CHAPS payments you must give us the bank's name and address.
- b) For overseas electronic payments, you must give us the bank's name and address, sort code, account number, SWIFT Bank Identifier Code (BIC) or national bank code, if the payment is within the EEA, International Bank Account Number (IBAN) and, if applicable, reference.

If you give us the wrong account details for a payment as detailed above, we will try to recover the funds for you if you ask us to, but we may charge you for doing so.

11.7 The following table details when payments can be made, when they are received and how they can be cancelled.

Payment Type	When we can accept your payment instructions	When payments usually arrive	How to cancel your instruction
AUTOMATED PAYMENTS			
Internal transfers to Cheshire accounts	During opening hours at a branch or via the postal service.	Immediately.	You cannot normally cancel a payment after we have accepted your instruction.
Electronic funds transfer	During opening hours at a branch or via the postal service. If we receive your instruction after 3.30pm it will be processed the following working day. Payments are made on Head Office working days only. Payments due to be made on a weekend or Bank Holiday will be sent on the next working day.	Payments normally arrive by the end of the next working day following your request.	You cannot cancel a payment after we have accepted your instruction.
CHAPS Payments (Same-day UK electronic transfer)	During opening hours at a branch or via the postal service. For same-day payments we must receive your instruction by 2.30pm on a working day.	Payment normally arrives on the same working day.	You cannot normally cancel a payment after we have accepted your instruction.
Overseas electronic payments (Same-day International electronic transfer)	During opening hours at a branch or via the postal service. For same-day payments we must receive your instruction by 2.30pm on a working day.	Payment normally arrives by the end of the next working day following your request for EEA countries. Other countries may take longer.	You cannot cancel a payment after we have accepted your instruction.

In some circumstances we may choose to send your electronic funds transfer via CHAPS. If we do decide to send your payment via CHAPS, you will not be charged for this transaction.

Payments from your account will only be made if there are enough cleared funds available in your account.

To dispute a transaction that you do not recognise, or you do not believe that you carried out, and to claim a refund you will need to contact us as soon as possible and we will investigate the dispute and notify you of the outcome.

If we have to take action against another party as a result of a transaction on your account, you must assist us and provide all available information to enable us to pursue this action.

12.0 Calculation of interest

12.1 Unless otherwise specified in the relevant product leaflet, interest payable annually will be calculated as at 31 December. Interest payable monthly, where applicable, will be calculated as at the last day of each calendar month, commencing from the month the account is opened.

12.2 Where interest is paid to a Cheshire account, it will be credited to the account on the day it is calculated.

12.3 If the interest and/or matured funds are paid to a non-Cheshire account, it will be sent via the BACS clearing cycle and credited accordingly (normally 3 working days).

12.4 Other than for cheque deposits, interest will be calculated on deposits to your account on the day which we receive them.

12.5 All interest is credited after the deduction of income tax at 20% or, subject to the required certification, gross. Tax regulations are subject to change in the future. We advertise net rates for illustrative purposes only, the figures are rounded and rates may vary. We normally pay interest Net of income tax. We can pay interest Gross if you can provide us with an appropriate completed R85 form which complies with HM Revenue & Customs' regulations.

If you are a non-taxpayer, or if your total taxable income is only just over the starting point for paying income tax, you may be able to claim a repayment of the tax deducted from HM Revenue & Customs.

If you pay income tax only at the basic rate, you will have no more tax to pay on the interest. If you are a higher-rate taxpayer, you will have to pay additional tax on the interest to cover the difference between the tax deducted and the higher-rate tax due.

Interest on ISAs is tax free provided all account conditions are met (see the ISA special conditions). We will also pay interest without deduction of tax on accounts for registered charities/exempt pension funds.

The tax position affecting our accounts is subject to changes in the law.

We will pay gross interest on the child's savings until they are 16, as long as a parent or guardian has an HM Revenue & Customs' form R85 filled in for them. Once a child is 16, HM Revenue & Customs will only let us pay gross interest if the account is in the child's name only. The child will also have to fill in an HM Revenue & Customs' form R85. If an account is opened, or is currently being run, for a child when the child is 16 or over, we can only pay interest net of tax.

12.6 Interest is payable up to and including the day prior to withdrawal or closure.

12.7 Interest is calculated daily.

12.8 Information on how we calculate interest on your account, including information about the calculation of interest in a leap year which is different to how it is calculated in a non-leap year, is available by visiting your local branch.

13.0 Interest rate changes

13.1 Subject to any special condition relating to interest rate changes which covers a particular account, we may change at any time the rate of interest to be paid on your investment, for any of the following reasons:

- To reflect changes in general interest rates, including the interest rates or terms on which similar accounts are offered by other providers of financial services;
- To reflect any changes or anticipated changes in the law, regulations or codes of practice or to respond to a decision by a court, ombudsman or regulator;
- To respond to changes in the rates applying to our mortgage business;
- To reflect changes to our costs, including administrative costs, costs involved in providing services or facilities or changes in the costs to us of borrowing funds;
- To maintain our financial strength for the benefit of our members.

We will tell you about rate changes as set out in condition 16.0.

13.2 To help you compare rates, our old rates will be available on our website.

13.3 If the terms of an account include an interest rate guarantee relating to the Bank of England's Base Rate, then provided the minimum investment for the account is maintained, any changes required by this guarantee will take place within one month of the Base Rate change.

14.0 Charges

14.1 We may make charges for items relating to the operation of your account and deduct those charges from the amount in the account. The charges will reflect expenses we incur, the cost of staff time and the use of our office and computer systems. We will tell you about the charge before we provide that service or product, or at any time you ask.

Current charges are as follows:

- | | |
|---|-------------------------|
| a) CHAPS and overseas electronic payments i.e. when funds are transferred electronically through a bank (transfers of this kind are normally only carried out where the initial investment has been made by telegraphic transfer) | £25 |
| b) Stopped cheques | £10 |
| c) Access to data by a customer under the Data Protection Act | £10 |
| d) Providing historic data at the request of a customer or his/her professional adviser | minimum
£25 plus VAT |
| e) Unpaid direct debit/cheque | £12 |
| f) Replacement passbook | £5 |
| g) Duplicate Section 975 certificate | £10 |
| h) Reply to audit letter | £20 |

You can also find out about our charges by phoning our Customer Contact Centre, visiting our website or asking our branch staff.

15.0 Circumstances where we may take money from the account

15.1 We may take from the account an amount sufficient to cover any of the following, or to set off against money which you owe to us:

- Any cheque or other item paid into the account which is later returned to us unpaid. This may apply even after we have already allowed you to withdraw the value of the cheque or other item.
- Any charge which is applied to the account
- Any amount paid to the account in error
- Any amount owed to us under a mortgage, loan, guarantee or otherwise

15.2 We will give you notice in writing when we have done any of the above.

15.3 We will not pay interest or bonuses on any money which we have taken from the account as above.

16.0 Change of terms and conditions

16.1 We may make changes to the terms of this agreement, including interest rates, levels and types of charges and the services offered. If the change is to your benefit and does not relate to a Payment Service as specified in section 16.2 below, we may make it immediately and inform you as set out in the 'Communication' section below. If the change is to your disadvantage, we will tell you about it personally not less than 30 days in advance to allow you to close or switch the account without charge.

16.2 If we make changes that are to your disadvantage to any services or charges relating to any Payment Service as listed below, we will tell you about it personally not less than 60 days in advance to allow you to close or switch the account without charge. However, you must inform us of your intention to do this within the 60 days. If the change to a Payment Service is to your benefit, we may make it immediately and inform you as set out in the 'Communication' section below.

Payment Services:

- Electronic funds transfers
- BACS payments
- Overseas electronic payments
- CHAPS payments
- Cash deposit/withdrawal service
- Passbooks
- Internal transfers

Communication

Unless we are required to give you personal notification, when we give you notice, we will do so in one or more of the following ways:

- by display in our branches;
- by display on our website;
- by advertising in the press;
- by telephone or in person;
- any other way that is reasonable and appropriate at the time.

- 16.3** You can find out which are the relevant newspapers by contacting our Customer Contact Centre, Caledonia House, Carnegie Avenue, Dunfermline, KY11 8PJ, as occasionally these may differ.
- 16.4** Subject to this, we can change these conditions and any special conditions applying to particular accounts at any time.
- 16.5** Changes may include the amendment, removal, or addition of conditions. They may be made, by way of example, if we reasonably believe that the change is needed for any of the following reasons, according to existing or anticipated circumstances:
- (i) to reflect general market conditions and standards (including the terms on which similar accounts are offered by other building societies, banks or anyone else providing financial services);
 - (ii) so that we can compete more effectively with other building societies, banks or anyone else providing financial services;
 - (iii) to improve efficiency or reduce costs;
 - (iv) to give extra benefit to investors (including making the terms of accounts easier to understand);
 - (v) to take account of changes in the law, decisions of the Ombudsman, regulator or similar person, or any code of practice with which we comply or intend to comply;
 - (vi) to correct errors;
 - (vii) the needs of the business justify a change.
- 16.5** We may also change these conditions and any special conditions applying to particular accounts for any other valid reason where we reasonably believe change is appropriate.

17.0 Account documents and taking care

- 17.1** An 'Account Document' means a passbook, certificate or any similar item, which we decide to be an Account Document. We will provide you with an Account Document, but it will remain our property and must be returned to us whenever we ask, to be brought up to date or for such other purposes as we may reasonably require.
- 17.2** If you fail to receive a statement or any other expected financial information, you should contact us immediately.
- 17.3** We recommend that you check your Account Document and any related standing orders on a regular basis. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can investigate.
- 17.4** The Account Document is a valuable document and should be kept in a secure place to help prevent fraud and protect your account. You must produce the relevant Account Document for every transaction. Entries may only be made by the Cheshire or its agents.
- 17.5** You must notify us immediately by telephone or in writing to your local branch, Customer Contact Centre or Savings & Investment Team, PO Box 29216, Dunfermline, KY12 2BZ if you discover that any Account Document is missing.

- 17.6** After you have:
- Provided such evidence regarding the loss and
 - Paid any fee which we may reasonably require
- we may transfer the amount in the account in our records to a new account and afterwards we will issue you with a new Account Document.
- 17.7** If someone other than you presents your Account Document to us, pretends to be you or to be authorised by you and is therefore able to withdraw money from your account, you will be liable for the amount of any withdrawal made if you have acted fraudulently or without reasonable care. Your maximum liability for unauthorised transactions is £50 before you report the items lost or stolen. You may be liable for all losses incurred if you have acted fraudulently or you have failed to take any of the steps listed in this condition.
- 17.8** Taking care of your Account Document is essential to help prevent fraud and protect your accounts, therefore please make sure you follow the advice given below:
- Keep your Account Document and any related items containing personal information in a safe place.
 - Take care when storing or getting rid of information about your accounts. People who commit fraud use many methods such as 'bin raiding' to get this type of information. You should take simple steps such as shredding printed material.
- 17.9** If, for any reason, we need to investigate a transaction on your account you should co-operate with us and the police, if we need to involve them.
- 17.10** If we are liable for any losses due to a delay or error by us in carrying out your instructions to make or stop a payment, or for unauthorised payments our liability will be limited to:
- a) the amount of such payment; and
 - b) the amount of any interest you do not receive or any interest and charges you have to pay directly as a result of such delay or error.
- We will refund the above amount immediately if our liability is established.

18.0 Action we may take

- 18.1** If you act fraudulently, you will be responsible for all losses on your account. If you act without reasonable care, and this causes losses, you may be responsible for them.
- 18.2** If we suffer loss of any kind as a result of a third party's fraudulent use of your account, we may take proceedings against them to get back any money (including any discretionary compensation) we may have paid. As the proceedings are for our benefit, we will be responsible for any expenses in connection with them.
- 18.3** The proceedings will be taken in your name. You must give us all the information and help we ask for at your own expense.

19.0 Keeping us up to date

- 19.1** Please let us know as soon as possible when you change your:
- Name
 - Address
 - Phone number or
 - E-mail address (if this is how we communicate with you)
- 19.2** If we do not hold correct information we may make your account dormant in order to protect us both (see section 22.0).

20.0 Service of notices

- 20.1** The address that you, or in the case of joint accounts any of you, give us is the one that we will send communications to. If you change your address, we may require you to confirm it in writing or provide documentation as proof of your change of address.
- 20.2** If we communicate with you by personal notice you will be taken to have received it 3 days after we have posted it to you.
- 20.3** If we accidentally fail to either:
- a) send you a communication intended for investors generally or a category of investors of which you are one, or
 - b) display a notice at any branch this will not make the notice invalid.

21.0 Closing your account

- 21.1** You can close your account at any time, without giving reason, after giving any notice required by the special conditions applying to the account, except where the investment has been accepted for a fixed term which has not expired.
- 21.2** Under normal circumstances, we will not close your account without giving you at least 60 days notice. Circumstances which are not 'normal' include, by way of example only, suspected fraud, threatening or abusive behaviour towards staff and the use of accounts for unacceptable purposes deemed by the Cheshire, for example operating a personal account as a business clearing account.
- 21.3** If you breach any terms of this agreement to a material extent we may close your account by giving you not less than 30 days personal notification.
- 21.4** We can repay to you all or part of your investment at any time without giving any reason, after giving you at least 30 days notice, except where the investment has been accepted for a fixed term which has not expired.
- 21.5** Investment accounts offered by the Cheshire have different minimum opening balances which are detailed in our Guide to Savings. Where the balance falls below the advertised minimum, the Society reserves the right to close the account.
- 21.6** The Cheshire reserves the right to close any account where the requirement to give notice of withdrawal is being abused.
- 21.7** The Cheshire reserves the right to close any account where the terms and conditions of the account are being abused.
- 21.8** In exceptional situations we may, without prior notice, suspend your right to operate your account.

22.0 Dormant accounts

- 22.1** The Cheshire follows the Building Societies Association guidance for 'dormant accounts' (previously referred to as unclaimed balances or forfeit shares).
- 22.2** Having made reasonable enquiries to trace you, we may make your account dormant due to inactivity or lack of correct information. If you contact us at a later date, we will either open a new account, or repay the money to you with interest at a rate which we reasonably consider to be appropriate, if the investment product is no longer available.
- 22.3** To help prevent the fraudulent use of dormant accounts, we will require evidence of your identity before re-activating a dormant account.
- 22.4** We will give you, on request, details of the Building Societies Association's Dormant Account Scheme. Details can also be obtained from the Building Societies Association by either writing to BSA Dormant Accounts, 3 Saville Row, London W1S 3PB, telephoning 020 7437 0655 or downloading a copy from www.bsa.org.uk.

23.0 Protecting your account

- 23.1** We will co-operate as an industry so that you enjoy secure and reliable banking and payment systems you can trust.

24.0 Confidentiality

- 24.1** The Data Protection Act 1998 protects individuals from improper use of information held about them. At the Cheshire, we firmly believe that successful relationships with customers can only be achieved if customers feel comfortable with the way that we handle the information given to us.
- 24.2** The Cheshire complies with the Data Protection Act when obtaining, processing and holding customer information.
- 24.3** All your personal information will be treated as private and confidential (even when you are no longer a customer) and information will only be held for the purposes for which it has been given or which we have told you about. We will ensure that it is accurate and up to date, that we do not keep it for longer than necessary and that appropriate measures are in place to protect the information from any unauthorised use.
- 24.4** Personal information will not be passed to any third parties without your permission, unless we are required to do so (for example, when we are legally compelled to), where you consent, where there is a duty to the public to disclose or where our interests require disclosure.
- 24.5** The Data Protection Act gives you the right to receive details of the information the Cheshire holds about you and to have any inaccurate details amended. Any request for your data must be in writing and addressed to the Cheshire at Caledonia House, Carnegie Avenue, Dunfermline, KY11 8PJ. A charge may be payable for this information (see section 14.0).

- 24.6 Under the Data Protection Act, general information you supply about yourself is known as your personal data. As part of the Cheshire's application procedure, we will obtain, process and hold personal data, together with other information you have supplied.
- 24.7 Cheshire Building Society forms part of the Cheshire Marketing Group ("the Marketing Group"), a list of whose members may be obtained from the Cheshire. The Marketing Group will use the information you have given for the administration of your account and for statistical analysis. The Marketing Group may also use your information for credit scoring, debt collection and fraud prevention.
- 24.8 Telephone conversations may be recorded from time to time to improve our customer service standards. Calls may also be monitored for security and staff training purposes.

25.0 Circumstances beyond our control

- 25.1 If we are unable to provide services generally or any particular service because of any causes beyond our reasonable control; e.g. failure of equipment, power supplies or industrial action; we will not be liable to you for any loss you may suffer.

26.0 Complaints

- 26.1 Our commitment to quality of service should ensure that complaints from our customers are few. However, if you have an unresolved complaint you should contact your nearest branch or write to Business Quality Department at Caledonia House, Carnegie Avenue, Dunfermline, KY11 8PJ who will advise you of the Cheshire's complaints procedure. Within 5 working days of receiving your complaint, we will send you a written acknowledgement. Within 4 weeks, we will write to you again with our final response, or to explain why we need more time to respond.
- 26.2 If we have not already sent it, we will send you our final response within 8 weeks and will tell you how to take your complaint further if you are still not satisfied. Our procedures meet the requirements of the Financial Services Authority.
- 26.3 Alternatively, if you have a complaint or indeed ideas or suggestions on how our service can be improved, you are invited to contact our Customer Contact Centre on **0845 755 0555**. Lines open 8am-7pm weekdays and 9am to 1pm Saturdays. For security and training purposes, telephone calls may be monitored or recorded.
- 26.4 In addition, you also have the option of contacting the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Open 8am to 6pm, Monday to Friday, Telephone: 0800 0 234 567 free for people phoning from a fixed line (for example a landline at home) or 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

27.0 Financial Services Compensation Scheme

- 27.1 Cheshire Building Society is a trading division of Nationwide Building Society. We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a building society is unable to meet its financial obligations. Most depositors – including most individuals and small businesses – are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. 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 the eligible depositor's accounts with the building society, including their share of any joint account, and not to each separate account. Nationwide Building Society operates under the trading names of: Cheshire Building Society, Derbyshire Building Society, Dunfermline Building Society and Nationwide UK (Ireland). The FSCS limit relates to the combined amount in all the eligible depositor's accounts with all of the building society trading names including Nationwide.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call **0800 678 1100** or **020 7892 7300**.

Customer
Contact Centre
0845 755 0555
Lines open 8am-7pm
weekdays and
9am to 1pm
Saturdays.

What to do next

You can contact the Cheshire in three ways:

Visit **your local branch**

Call **0845 755 0555**

Go online **www.thecheshire.co.uk**

Lines open 8am-7pm weekdays and 9am to 1pm Saturdays. For security and training purposes, telephone calls may be monitored or recorded.

Cheshire Building Society, Savings & Investment Team, PO Box 29216, Dunfermline, KY12 2BZ. Cheshire Building Society is a trading division of Nationwide Building Society which is authorised and regulated by the Financial Services Authority under registration number 106078. Credit facilities other than regulated mortgages are not regulated by the Financial Services Authority. Head Office: Nationwide House, Pipers Way, Swindon, Wiltshire SN38 1NW.