



PROGRESSIVE

BUILDING SOCIETY

Regular e-Saver

Introduction

The Terms and Conditions included in this document form the basis of the relationship between you and Progressive Building Society and it supersedes any previous versions of the Terms and Conditions. Please read this document carefully as it sets out your rights and obligations in your dealings with us. Please keep it in a safe place as you may need to refer to it in the future.

Member information

1. If you are a Member of the Society or become a savings Member you have certain Membership rights. Being a Member of the Society has some important characteristics, for example the Society's Rules will apply to you. A copy of the current Rules is available on request by contacting the Online Service Team (See Section 68). Some of the terms set out in this document are also important features of your membership rights.

Under the provisions of the Building Societies Act 1986, the Society is obliged to provide access to the latest Summary Financial Statement to all first time savers. The Summary Financial Statement may be accessed at www.theprogressive.com.

Availability

2. The account is available to existing Savers who are aged 18 years and over and new Savers who are aged 18 years and over and who reside in Northern Ireland. The Society reserves the right to close your account should you cease to be a Northern Ireland resident. If we close your account we will write to you and give you 30 days' notice as outlined in Section 75 of these Terms and Conditions. It is not available for companies, partnerships, sole traders, charities, clubs and other unincorporated associations.
3. The minimum opening balance is £20. – maximum opening balance £500.
4. The minimum account balance is £20.
5. The minimum monthly contribution is £20.
6. The maximum monthly contribution is £500.
7. The maximum balance allowed to accrue in the account is £1 million.
8. The account cannot be opened or operated by a Trustee, Power of Attorney or any other third party acting on a customer's behalf.
9. Only one Regular e-Saver (any issue) can be held per person including joint accounts. A Regular e-Saver may not be closed and the balance transferred to a new issue of the account. If you have closed your Regular e-Saver, the Society will not permit the opening of a new Regular e-Saver until 6 months after the closure date.

Opening an account

10. To open an account, you must first register to use the Progressive Online Service at www.theprogressiveonline.co.uk. Once logged into your service, select the option 'Apply for an Online Savings Account', complete the relevant sections, and submit your application.

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11. We will notify you of your new account number by electronic means (see Section 69). You must then arrange to send your lodgement by electronic payment from your nominated bank account. **Your nominated bank account (see Section 17) must be held in the name(s) of the Progressive account holder(s).** To activate your Regular e-Saver, the minimum lodgement of £20 must be received by us within 7 banking days (see Section 41), of the date we notify you of your new account number. **Lodgements are not permitted from third party accounts.** Electronic payments made through your nominated bank should contain the following information:-

Receiving sort code:	20-05-94
Receiving account number:	80785288
Recipient:	Your Name
Reference:	XXXXXXXXXXXX

The Reference should be your new account number, contained in the notification which we will forward to you via electronic means (see Section 69) to advise you that your account has been opened. If this Reference is entered incorrectly then the funds will be returned to your nominated bank account as we will not be able to allocate it to your account with Progressive.

Electronic payments received before 3.00pm on a banking day will be credited to your account on the same day. Electronic payments received after 3.00pm on a banking day or on a non-banking day will be credited to your account at the start of the next banking day.

12. We will acknowledge receipt of your opening lodgement by electronic means (see Section 69) no later than the next banking day after receipt.
13. The payment will be returned to you when:
- the payment has been sent from an account other than your nominated bank account;
 - you try to make a payment to a closed account;
 - the payment is below the minimum monthly contribution;
 - the payment has exceeded the maximum monthly contribution;
 - the payment is received after the 7 banking days deadline;
 - incorrect reference details are used;
 - the Society has a valid reason for doing so.

The payment will be sent back via electronic means to arrive with the originating bank account.

14. If your opening lodgement exceeds the maximum monthly contribution of £500, we will credit the maximum monthly contribution of £500 to your account and the excess will be sent back via electronic means to arrive with the originating bank account.
15. The Regular e-Saver can be viewed using the Progressive Building Society Online Service.
16. The opening date of the Regular e-Saver will be the date of receipt of the opening deposit.

Nominated bank account

17. The nominated bank account must be in the name of the account holder(s) i.e. the individual or the individuals named on the Regular e-Saver. In the case of joint accounts the nominated bank account can be in the name of either of the applicants or both jointly.
18. We reserve the right to request from you additional information if we are unable to validate your nominated bank account details. We will ask you to forward one of the following:-
- a copy of a bank statement for your nominated bank account;
 - a cancelled cheque for your nominated bank account, or
 - correspondence from your bank confirming the name, account number and sort code for your nominated bank account.
19. Please note we cannot open your account until such times as we have satisfactorily validated the details of your nominated bank account.

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20. You can change your nominated bank account at a later stage. This request must be made by selecting the 'Nominated Bank Account' option on our Online Service and entering your new nominated bank account. We will acknowledge your request by electronic means (see Section 69) and we will require verification of your new nominated bank details by forwarding a recent copy of a bank statement or a letter from your bank stating your new bank account details to our Online Service Team. The documents must be received by us within 14 banking days of the date you notify us of your change in nominated bank account or your request may be cancelled. (For details of the Online Service Team see *Contact Details and Branch Business Hours* Section 68).

Proof of identity

21. You will be required to prove your identity as the account holder when opening a new account. We will undertake a search with Experian for this purpose. Experian will supply us with information, including information from the Electoral Register, for the purpose of verifying your identity. A record of the search will be retained. The search will not be seen or used by lenders to assess your ability to obtain credit. This information may also be used for the prevention of money laundering.

If we cannot check your identity from the information you provide then we will require you to provide 2 items of documentation as proof of your identity. Further information on the Experian search and a list of acceptable documents for identification purposes can be found in our leaflet 'Proving Your Identity'.

22. In order to guard against the dangers of postal interception and fraud, original documents should not be sent by post. Certified copies of the documents should be sent in the post to the Online Service Team. A person who holds a position of responsibility such as a solicitor, doctor, minister of religion, teacher, hostel manager or a social worker etc. may certify the documents.
23. We must be able to contact the person who certifies your documentation. All certified documents must include a telephone number and/or address of the person certifying the documents.
24. Please note we cannot open your account until such times as we have satisfactorily verified your identity.

Additional lodgements

25. Regular monthly payments of between £20 to £500 are required from your nominated bank account.
26. Monthly payments must be made by electronic payment from your nominated bank account. You must arrange the setting up of this regular monthly payment to your Regular e-Saver separately with your bank. **No lodgements are permitted from any third party accounts.** Electronic payments made through your nominated bank account should contain the following information:-

Receiving sort code:	20-05-94
Receiving account number:	80785288
Recipient:	Your name
Reference:	XXXXXXXXXXXX

The Reference must be the account number for the Progressive Building Society account which you want to transfer money into. If this Reference is entered incorrectly then the funds will be returned to your nominated bank account as we will not be able to allocate it to your account with Progressive.

27. Electronic payments received before 3.00pm on a banking day will be credited to your account on the same day. Electronic payments received after 3.00pm on a banking day or on a non-banking day will be credited to your account at the start of the next banking day.
28. No more than one monthly payment may be missed per **calendar year** (1 January – 31 December). If more than one monthly payment is missed per calendar year (1 January – 31 December) the Society reserves the right to close the account and return the balance to your nominated bank account, after providing 30 days notice of our intention to do so.
29. You may adjust the amount of your monthly payment as long as each payment is between £20 and £500 each month.

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30. The payment will be returned to you when:

- the payment has been sent from an account other than your nominated bank account;
- you try to make a payment to a closed account;
- the payment is below the minimum monthly contribution;
- the payment has exceeded the maximum monthly contribution;
- incorrect reference details are used;
- the Society has a valid reason for doing so.

The payment will be sent back via electronic means to arrive with the originating bank account

31. If your monthly payment exceeds the maximum monthly contribution of £500, we will credit the maximum monthly contribution of £500 to your account and the excess will be sent back via electronic means to arrive with the originating bank account.

Withdrawals

32. One electronic withdrawal per **calendar year** (1 January – 31 December) is permitted.

33. You will be required to give us 7 days notice to make a withdrawal from the account. **This notice of withdrawal should be requested by sending the Online Service Team a secure message (see Section 68).** The 7 day notice period begins on the day we receive your request to make a withdrawal. For example, if we receive your withdrawal request on a Monday, your account will be debited on the following Monday. If the 7th day falls on a non-banking day your account will be debited on the previous banking day.

34. Your funds will be transferred electronically to your nominated bank account. Your payment will arrive in your nominated bank account 1 banking day after the end of the 7 day period.

35. No payments will be permitted to third parties from your Regular e-Saver.

36. We may refuse to accept a payment into an account or make a payment from it if we reasonably believe that doing so might cause us to breach a legal requirement or might expose us to action from any government or regulator.

Closure

37. You will be required to give us 7 days notice to close your account. **This notice of closure should be requested by sending the Online Service Team a secure message see Section 68.** The 7 day notice period begins on the day we receive your request to close your account. For example, if we receive your closure request on a Monday, your account will be closed on the following Monday. If the 7th day falls on a non-banking day your account will be closed on the previous banking day.

38. Your funds will be transferred electronically to your nominated bank account. Your payment will arrive in your nominated bank account 1 banking day after the end of the 7 day period.

39. You may not close your Regular e-Saver and transfer the funds to a new issue.

40. If you have closed your Regular e-Saver, the Society will not permit the opening of a new Regular e-Saver until 6 months after the closure date.

Banking day

41. Banking day means Monday to Friday, excluding bank holidays.

Interest

42. The Regular e-Saver account earns a variable rate of interest and this means the rate of interest paid will vary from time to time. The interest rate applicable to your account is as indicated on the Key Product Information Leaflet which was made available to you before the account was opened. If there has been a change to the interest rate on your account, the interest rate applicable will be as indicated on the personal notification you would have received prior to the changes taking effect, (see Section 46).

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43. We start to pay daily interest on amounts paid into your account by direct credit from the day of receipt.
44. If you withdraw funds from your account we will stop paying interest on those funds as at the close of business on the day before the withdrawal was made.
45. Interest is paid annually and will be credited to your account **after** close of business on the interest payment date. For interest payment dates please see the specific Regular e-Saver Key Product Information Leaflet. You will not have access to the interest until the following banking day. The interest amount due can be transferred to another Progressive account held in your name or to your nominated bank account. If you opt to have your interest paid to another Progressive account held in your name, you will receive the interest on the next banking day after the interest payment date. If you opt to have your interest credited to your nominated bank account you will receive this electronically, 2 banking days after the interest payment date. By banking day we mean Monday to Friday excluding bank holidays. Interest is payable on closure of the account.

For example, interest due on 1 January will be credited to your account after close of business on the 1 January. You will not have access to the interest until the following banking day. If you opt to have your interest paid to another Progressive account, you will receive the interest on the next banking day after 1 January. If you opt to have your interest credited to your nominated bank account you will receive this electronically 2 banking days after the 1 January.

46. We may change the interest rates which apply to your account 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;
 - 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;
 - respond to changes in the rates applying to our mortgage business;
 - 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;
 - maintain our financial strength for the benefit of our members.

a) What happens if my interest rate reduces?

If your account has a balance of more than £100 when we reduce an interest rate we will provide you with personal notice by electronic means before the rate reduction but within 14 days before the change takes effect. We will tell you when the change will take effect and offer to help you switch or close your account if you want to. You will have a period of 30 days during which to close or switch your account, if you wish, without providing any notice, charge or losing any interest.

b) Changes that have an advantageous effect or non-material disadvantageous effect (on interest paid to Members)

Where:

- we increase an interest rate, or
- we reduce interest rates but your account balance is £100 or less;

We will provide you with personal notice by electronic means 3 days before the changes are made.

47. Under the Personal Savings Allowance basic rate tax payers do not have to pay tax on the first £1,000 of savings income and the first £500 for higher rate tax payers. The Personal Savings Allowance does not apply to additional rate tax payers.

Interest earned on cash ISA's does not count towards your Personal Savings Allowance because it is already tax free.

You still have to pay tax to HM Revenue & Customs on interest you have earned over your Personal Savings Allowance.

48. Each year, we must supply HM Revenue & Customs with details of all interest paid or credited to savers.

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Tax reporting

49. The UK government has signed a number of inter-governmental agreements to share tax information, where applicable, with the tax authorities in other countries. The requirement to collect certain information about each customer's tax arrangement is part of UK legislation and as a financial institution we are legally obliged to collect it. We are asking for your tax residency and tax ID numbers (where applicable) and will record this on our records now, but will only disclose this information to the relevant tax authorities if and when we are required to under UK law.

You must advise Progressive Building Society in writing within 30 days if any of your personal information changes or there is a change in your circumstances following any certification that you may have provided to the Society. If you do not provide us with information or documents we need, we reserve the right to close your account.

We will not be liable to you for any loss you may suffer if we disclose information in accordance with our legal obligations.

Progressive Building Society is unable to comment on an individual's tax position. You may need to consider professional, independent tax advice if you are unsure of your personal circumstances.

Joint accounts

50. If your account is held in more than one name, only the first-named account holder has voting rights with the Society. You must notify us promptly about any changes in the personal details for any of the account holders. This includes, for example, any changes of address.
51. Each account holder must register separately for access to their account(s) using our online service and must always use their own User ID, password and memorable data.
52. If you open a savings account with another party you do not own 50% of the balance in the account. This is because, under law, you jointly own the entire balance with the other party. Either one of you is entitled to operate the account, make withdrawals, close the account or transfer the balance to an account in only one of your names. This is known as 'joint and several liability'. This legal concept will be relevant, for example, in situations where there is a matrimonial split with a savings account in joint names. Legally either party can make withdrawals from the account even though the funds in the account may be in dispute.
53. **We would stress that a joint Regular e-Saver account can be operated by one party to the account, then either person is free to manage the account as they wish. However, the Society reserves the right to freeze any withdrawals or transfers if either party has given the Society written notice that there is a dispute material to the funds in the account.**
54. Both joint account holders must agree to change the nominated bank account or the correspondence address.
55. Withdrawals from a joint account require the instructions of only one of the account holders and each of the parties to the account *irrevocably* agrees that withdrawals may be made on the sole authority of just one of the account holders.
- *irrevocably means cannot be altered by the account holders.*
55. It is important to note that, where a jointly-held account is operated by just one of the account holders, a relationship breakdown could have an adverse effect on your finances.
56. If either of the joint account holders should die, and once we have been given proof of death, we will recognise only the surviving account holder as having any ownership or interest in the account. The surviving account holder will be able to operate the account on the same terms as before. Immediate withdrawal or closure is also permitted without loss of interest.
57. No more than two joint account holders are permitted. Only one nominated bank account can be linked to this account. The nominated bank account must be in the same names of the joint account holders or in the name of one of the account holders.

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Representative joint shareholder

58. Where two persons jointly hold a share account in the Society, the first named in the Society's records is known as the 'representative joint shareholder' who is treated as being the Member of the Society. This has a number of consequences such as:
- notices or other documents sent to the representative joint shareholder will be deemed to have been sent to both joint holders;
 - only the representative joint shareholder is entitled to vote at meetings;
 - usually only the representative joint shareholder will receive share distributions or cash payments if the Society transfers its business on a take-over or conversion to a public limited company.
59. Joint account holders are entitled to choose the order in which they are named in the Society's records. Please advise us of the order whenever you open the account.

Charges

60. There are no operational charges applicable on this account.

Amendments

61. Requests to amend your account details must be made in writing and signed by all parties to the account. For instructions on how to amend your nominated bank account please refer to Section 20, 'Nominated Bank Account'.

If you change your mind

62. The Society offers a 14 day cooling-off period from the date of account opening (or, if later the day we provide you with a copy of the Terms and Conditions) during which you can opt to close your account for any reason. On closure we will return your account balance plus interest earned. If you have closed your Regular e-Saver, the Society will not permit the opening of a new Regular e-Saver until 6 months after the closure date.

Statements and information

63. We will make an electronic interest statement available each year. This statement will include notification of the interest rate currently being paid on the account. Please refer to the relevant Key Product Information Leaflet for details of the interest payment date.
64. We will notify you by electronic means (see Section 69) when your Online annual statement is available.
65. We may use messages on or with your statements to tell you about changes to this agreement or other agreements or services you have with us.
66. You are responsible for checking statements or other account information we give you. If you tell us about any errors on your account, or if we notice any errors, we will correct them as soon as reasonably possible (within 5 working days from the date of notification of the error).
67. You must give any information and help we reasonably ask for to deal with the misuse or unauthorised access to your accounts, or in relation to any other transaction we, the police or other authorities are investigating. We may pass related information to other Banks, Building Societies or to the police or other authorities in the UK. Please refer to Sections 87 to 92 for further details.

Contact details and branch business hours

68. The Online Service Team is open for business at the following times:

Monday/Tuesday/Thursday/Friday – 9.00am - 5.00pm
Wednesday – 9.30am - 5.00pm (staff training until 9.30am)

Tel No: 0845 6042979

Email: online@theprogressive.com

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Online Service Team: 3 Millennium Forum, Newmarket Street, Londonderry, BT48 6EB

Contacting each other

69. Our Contact Details are in Section 68 of this document. You can contact us and give us instructions by sending a secure message to the Online Service Team. We will contact you using the contact details you give us. You must tell us if your name or contact details change. If you do not tell us we will continue to use the last details you gave us, and we will not be responsible if we fail to contact you or if we send confidential information to the wrong address using the last details provided by you. We may charge you reasonable costs incurred by us for finding you (or trying to find you) if your contact details are not up-to-date.
70. We may record any phone calls with you to check we have carried out your instructions correctly, to help improve our service, to check that we comply with regulatory obligations and to prevent fraud or other crimes.
71. The Society reserves the right to contact you by the method of its choice, which may or may not involve the use of the Progressive Online Service. If the Society does not use the Progressive Online Service, you may be contacted by letter, email or any other method which permits the Society to correspond with you on an individual basis.

Changes to Terms & Conditions (other than interest rates)

Changes that have a detrimental effect (on the service to Members)

72. If we are making a change that reduces the benefits associated with your Regular e-Saver, we will contact you by electronic means (see Section 69) at least 30 days before the change takes effect to tell you:
 - when the change will take place;
 - about other savings accounts and offer to help you to switch to one of these accounts if you want to;
 - that you can withdraw all the money in your account, and
 - give you a reasonable period of time to switch to another account or withdraw the money without any notice period or charges.

Changes that have a beneficial effect (on the service to Members)

73. If we are making a change in our Terms and Conditions that provide additional benefits associated with your Regular e-Saver account we will contact you by electronic means (see Section 69) within 30 days of the changes being made.

Accepting a change

74. When we give you advance notice of a change, you can end this agreement, or close or change an account without charge within 60 days from the date of notification. If you do not do so, we are entitled to assume that you have accepted the change on the date it comes into force.

Ending this agreement or an account or service

75. This agreement will continue until you or we cancel or end it.
76. Subject to the Terms and Conditions of the account you can end this agreement, or an account or other service under it at any time by sending the Online Service Team a secure message. Where the Terms and Conditions of the agreement have a notice period you must give the notice period to end the agreement.
77. We may end this agreement (or any account or service under it):
 - by contacting you by electronic means (see Section 69) giving you at least 30 days' notice; or
 - immediately if:
 - you are, or we reasonably consider, you may be:
 - using, obtaining, or allowing someone else to use or obtain, a service or money illegally;
 - acting fraudulently;
 - behaving improperly (for example, in a threatening or abusive manner, or operating the account like a current account), or
 - we reasonably consider that by continuing the agreement:

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- we may break a legal requirement or a Court Order or other authority;
- we may be exposed to action from any government or regulator, or
- you have seriously or persistently broken this agreement in any other way.

78. We may close or suspend an account or stop providing a service if you are not eligible (or no longer eligible) for an account or service.
79. If we end this agreement or stop providing an account or service, we will act in a manner we think is reasonably appropriate for the circumstance and will try to reduce the inconvenience to you.
80. If this agreement (or service under it) ends, it will not affect any legal rights or obligations which may already have arisen or any instructions already given.
81. When this agreement ends (or your account is closed) we will pay or transfer money we hold for you or owe you under this agreement (or in the account) to you.
82. In the event of your death, we will need to see a Grant of Probate, Letters of Administration or Death Certificate before releasing money in your account to your personal representative.

The balance in the account together with interest will be paid to your personal representatives without notice or loss of interest. On the death of a joint account holder, the balance together with interest will be payable to the surviving account holder, without notice or loss of interest or the surviving account holder can choose to keep the account in their name.

Transferring rights and obligations

83. The account will be, and must remain in, the beneficial ownership of the saver and the saver will not be permitted to assign or change their beneficial interest in such investment.

General liability

84. We will not be liable for losses or costs arising out of unforeseeable circumstances outside our control such as delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures.

You will not be liable for any payment instructions you did not give yourself, even if they were given using your security details, unless we can prove either:

- that you have acted fraudulently, in which case you will be liable for all payments from the account that we have been unable to stop; or
- that you have been very careless with your security details. For example, if you do not tell us as soon as you think someone has discovered your security details or is accessing your account without your authority in which case (depending on the facts of the case and any legal requirements that apply) you may be liable for payments from your account but only until you have told us that your security details have been lost, stolen or could be misused; or
- that you have failed to notify us of the unauthorised or incorrectly executed payment within 13 months of the day on which the transaction was stated to have taken place.

85. If you are not liable for a payment, we will refund the amount of the payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, and will not have any further liability to you.
86. Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or we are at fault and the law does not allow us to exclude or limit our liability.

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Unauthorised payments out of your account

Our liability for unauthorised payments

87. If you deny having authorised a payment to or from your account, it is for us to prove that the payment was unauthorised. Where a payment from an account was not authorised by you, we must, immediately, refund the amount of the unauthorised payment to you and where applicable, restore your account to the state it was in prior to the unauthorised payment being made.

Your liability for unauthorised payments

88. You will be liable for an amount up to a maximum of £50 for losses in respect of unauthorised payments where you have failed to keep the personalised security features of your account safe.

You will be liable for all losses in respect of unauthorised payments:

- where you have acted fraudulently; or
- you have intentionally, or with gross negligence, failed to comply with your obligations under this agreement up until the point you notify us.

Except where you have acted fraudulently, we will not seek to make you liable for any losses in respect of unauthorised payments where:

- the unauthorised payment arises after you have notified us of the loss, theft, misappropriation or unauthorised use of your security details;
- we have failed to ensure that appropriate means are available at times to enable you to notify us of the loss, theft, misappropriation or unauthorised use of your security details.

You must notify us of any unauthorised or incorrectly authorised payment transactions as soon as you become aware of them.

Non-execution or defective execution of payments

89. Where you claim that a payment has not been correctly executed, it is for us to prove that the payment was authenticated, accurately recorded, entered in our accounts and not affected by a technical breakdown or some other deficiency.

Where a payment from your account is executed in accordance with your instructions it shall be treated as correctly executed by us.

If you instruct or request us to make a payment from your account and the payment is not correctly executed, we must, without undue delay:

- refund to you the amount of the non-executed or defective payment; and
- where applicable, restore your account to the state in which it would have been had the defective payment not taken place.

Where you have provided incorrect payment instructions, we will make reasonable efforts to recover the funds involved in the transaction. However, we may agree a charge with you for attempting to retrieve the funds. The charge will be disclosed to you before we undertake any such action.

Refusal to carry out a payment instruction

90. We may refuse to carry out a payment instruction if:

- you do not have available funds to make the payment or you have exceeded a limit we have applied to your account;
- the payment instruction is not clear or you have not provided us with the correct details;
- there is a legal requirement or a Court Order or other authority that tells us to act in this way;
- the payment seems unusual compared with the way you normally use your account;

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- we reasonably believe you or someone else has used, or is using or obtaining, or may use or obtain, a service or money illegally or fraudulently;
- we reasonably believe that someone else may have rights over money in your account (in this case we can also ask a Court what to do, or do anything else we reasonably need to do to protect us); or
- we reasonably believe that you are vulnerable or acting under duress.

Unless the law prevents us from doing so, we will try to contact you as soon as possible to tell you that we are refusing to act on your payment instruction. You can also contact us to find out (unless the law prevents us from telling you) why we have refused to act on your payment instruction and how you can correct any factual errors that led to our refusal.

For security purposes we have internal controls on the maximum amount that can be taken out of your account in certain circumstances. We will let you know if we are stopping a payment for this reason. If we prevent you from using your account to make a payment for this reason, we will act in a manner we think is reasonably appropriate for the circumstances and try to reduce the inconvenience to you.

Refund for payments

91. We will refund the amount of a payment and any charges or interest you paid as a result of it, and pay you any interest we would have paid you on that amount, if:
- you asked us to make the payment to your nominated bank account and the payment was not made properly or never arrived, unless there was a mistake in any of the details contained in the payment instruction you gave us or we can show that the payment was received by the bank (in this case, that bank is required by law to make the payment immediately to you) or,
 - you tell us that a payment out of your account was unauthorised and, having investigated it, we are reasonably satisfied that the payment was not authorised by you and that you are not liable.

Protecting your accounts

92. It is important that you help us prevent fraud and the misuse of your accounts. Please make sure you let us know as soon as possible when you change your:
- nominated bank account;
 - name;
 - address;
 - telephone number;
 - e-mail address.

If we do not hold correct information we will be unable to communicate with you or send a copy of your annual statement. Always take reasonable steps to keep your personal financial information confidential at all times and never give your account details to anyone else unless you know who they are and why they need them. Take care when storing or disposing of information about your accounts. People who commit fraud use methods such as 'bin raiding' to get this type of information. You should consider shredding all material before disposing of it. We recommend that you check your statement regularly by using our e-savings online facility. If there is an entry which seems to be wrong you should tell us as soon as possible. Please refer to Section 66 for our contact details. The longer the delay in notifying us of the disputed entry the more difficult it will be to resolve. If we need to investigate a transaction on your account, you should co-operate with us and the law enforcement agencies, should their involvement become necessary.

Security

93. We will check your identity before accepting your instructions and prior to disclosing or discussing confidential information about you or your accounts.

You must:

- follow instructions we give you, which we reasonably consider are needed to protect you and us from unauthorised access to your accounts;
- keep your security details secure;
- do all you reasonably can to make sure no-one finds out your security details by not:

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- choosing obvious passwords or codes (such as date of birth) as part of your security details;
- writing down your security details in a way that is recognisable; or

You must tell us as soon as possible (please refer to Section 68 for our contact details) if you:

- notice any errors;
- find our services are not working; or
- think someone may be accessing your accounts without your authority or that someone has discovered your security details.

We strongly recommend you do not email us confidential information or instructions and you should not respond to emails asking for your account information or security details as we will not ask for these details by email. If you use email it is at your own risk.

We will do all we reasonably can to prevent unauthorised access to your accounts and to make sure they are secure.

Data Protection legislation

94. The Data Protection Act 1998 outlines the rights of consumers in respect of information held about them. The Society takes its responsibilities under the Act very seriously and has published a guide to data protection, which is available on our website. The guide sets out what information we hold about you, how we obtain it, for what purposes we hold it, how we care for your data and your rights under the Act.

Your personal information is the information about you that we get from you and others in various ways, including for example:

- in applications, emails and letters, during telephone calls and conversations when registering for services, in Member surveys, when you participate in competitions and promotions. All telephone calls may be recorded and/or monitored.
- through the Progressive Building Society websites and during financial reviews and interviews,
- from analysis (for example, the amount, frequency, location, origin and receipt) of your payments and other transactions, and your
- use of services involving Progressive Building Society and what we know from operating your accounts, and
- information Progressive Building Society receives from other organisations such as credit reference agencies and fraud prevention agencies.

How Progressive Building Society uses your personal information

95. We may store and use your personal information for:

- providing you with products and services and notifying you about important changes or developments to the features and operation of those products and services;
- updating, consolidating and improving the accuracy of our records;
- crime detection, prevention and prosecution;
- responding to your inquiries and complaints;
- administering offers, competitions and promotions;
- disclosing information to regulatory authorities in response to formal requests;
- disclosing information about you to the Society's legal representatives for the purpose of collecting your debts to the Society;
- evaluating the effectiveness of marketing and for market research, training, statistical analysis and customer modelling with the aim of improving services;
- assessing lending through the Society;
- developing and identifying products and services which:
 - we believe may be of interest to you;
 - will help us to manage our relationship with you.

We may, from time to time, provide further details about how your personal information may be used. If you have agreed, we may also contact you about products and services available from Progressive Building Society, which we believe may interest you or benefit you financially. You may tell us at any time if you change your mind.

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Accessing and updating your personal information

96. The Data Protection Act 1998 gives you rights to request your personal information from us. We will charge a small administration fee (see our leaflet 'Your Guide to Data Protection') for supplying the information, and may require proof of your identity before doing so. You can ask us to change your personal information to keep it accurate and up-to-date. For personal information queries and requests, please write to the Secretary at Progressive Building Society, 33/37 Wellington Place, Belfast, BT1 6HH, or send a secure message to the Online Service Team.

Credit reference agencies and fraud prevention agencies

97. The Society does not make disclosures on savings accounts to credit reference agencies, as they are traditional savings accounts with no facility to overdraw.

We may pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from fraud and theft. If you give false or inaccurate information and we suspect fraud, we will record and share this information with other organisations

Bankers' references

98. The Society does not provide 'bankers' reference' in relation to your credit worthiness

Confidentiality

99. We treat all your personal information as private and confidential (even when you are no longer a Member). If you contact us and request confidential information we may ask you to identify yourself or ask a series of questions to establish your identity. This is to ensure that confidential information is not disclosed to the wrong person. We will not disclose your personal or financial details other than in the following three exceptional cases if:

- we have to give the information by law;
- it is in our interests (this does not include marketing purposes); and
- you ask us to reveal the information or we have your permission.

Charitable assignment

100. To avoid disruption from speculators the Society will require new savers to agree to assign to charity any future windfall benefits that they may become entitled to within five years of their account opening. Existing shareholding Members as at 31 March 2000 who have continuously maintained a shareholding account are not affected by the change and may open new accounts without being required to assign any benefits to charity.

The complete Terms and Conditions are outlined in the agreement below:

Agreement to assign windfalls to charity

Where more than one of you is opening an account the above information and, if applicable, the rest of this Agreement applies to each of you separately.

- I agree with the Society that I will assign to the **selected charity** my right to receive any **windfall benefits**. I authorise the Society and any **successor** to pass any **windfall benefits** direct to the **selected charity** (or to any other registered charity which the **selected charity** may nominate) without giving any notice to me.

I understand that the **selected charity** will have the benefit of this Agreement, and that neither it nor the Society will release me from it or vary its terms, even if the Society decides at some stage in the future that new shareholding Members generally will not be required to enter into similar agreements. I authorise the Society to give the **selected charity** any information about me and any account that I have with the Society (either now or in the future) but only if the **selected charity** reasonably needs it for any purpose arising out of this Agreement. I understand that if the Society no longer exists following a merger with another building society, this Agreement will still apply between me and the other society.

[Type text]

- In this Agreement
 - (a) **“selected charity”** means the Charities Aid Foundation or, if it ceases to be registered as a charity, any other registered charity selected by it;
 - (b) **“windfall benefits”** means any benefits which I may become entitled to as a shareholding Member of the Society under the terms of any future transfer of the Society’s business to a **successor** (i.e. on a conversion or take-over), where the transfer to the **successor** is publicly announced within five years of the day on which I become a holder (either sole or joint) of the account for which I am now applying. The expression **“windfall benefits”** does not include the right to have savings in a share account with the Society replaced by savings in a deposit account with the **successor** and;
 - (c) **“successor”** means any company or other corporate body to which the Society transfers its business under Section 97 of the Building Societies Act 1986 (or under any provision which amends or replaces it).

Advertising and marketing

101. The Society is committed to ensuring that all advertising and promotional material is clear, fair, reasonable and not misleading. We will take care when sending market material to you, particularly if you are under 18. Marketing will not be casual or random.

Unless you specifically give us your consent, we will not pass your name and address to any company for marketing purposes although we may tell you about another company’s services or products and, if you say that you are interested, that company may contact you directly. No confidential information will be passed to the other company. If you are interested in the other company’s products or services and you respond then you are releasing your own confidential information directly to the company. Our savings and mortgage application forms allow you the opportunity to say that you do not want to receive marketing material from the Society. You can opt out of receiving this material at any time by sending the Online Service Team a secure message. Please quote your Progressive account number. From time to time we may notify you by electronic means (see Section 69) to remind you that you can ask us not to contact you for marketing purposes.

Financial Services Compensation Scheme

102. Progressive Building Society is a subscriber to the Financial Services Compensation Scheme.

The Financial Services Compensation Scheme (FSCS) acts as a safety net for customers of financial firms. The FSCS is industry funded and covers deposits, insurance and investments. The FSCS covers business conducted by firms regulated by the Financial Conduct Authority (FCA), the UK’s regulator for the finance sector.

The FSCS can only pay compensation if a regulated firm is unable, or likely to be unable to pay claims against it. In general, this is when a firm goes out of business. Failures of banks, building societies, insurance companies and securities houses are fortunately rare but if the worst does happen, the FSCS is there to help.

A compensation limit applies to each depositor for the total of their deposits with an organisation, regardless of how many accounts they hold or whether they are a single or joint account holder. In the case of a joint account, FSCS will assume that the money in that account is split equally between account holders, unless evidence shows otherwise.

This means that each account holder in a joint account would be eligible for compensation up to the maximum limit. Where two depositors hold a joint account, the compensation limit is available to each depositor. The compensation limits are set by HM Treasury and savers are informed of the current limit by receiving a FSCS information sheet. This sheet is provided at the point of account opening and with annual statements. Savers will be informed of eligibility under FSCS on their annual statement.

To find out more, see the Scheme’s website www.fscs.org.uk, call them on 0800 678 1100 or 020 7741 4100, email them at enquiries@fscs.org.uk, fax them on 020 7892 7301 or write to them at Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

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Complaints

103. The Society has an internal complaints procedure should you wish to complain about any aspect of our savings service. Our Online Service Team – 0845 604 2979 will explain the procedure to you and give you written information on the procedure if you request it. Complaints that we cannot resolve may be referred to the Financial Ombudsman Service, Exchange Tower, London E14 9SR (Tel: 0800 023 4567 or 0300 123 9123, email: complaint.info@financial-ombudsman.org.uk).

If you need assistance with your account

104. The Society is committed to having clear and easy to understand financial products. We understand there are times when our Members or their carers need further assistance to help them operate their account with the Society.

We encourage our Members and their carers to disclose any information that will allow us to deal with them in a better way. We take time to listen and we look at each situation on an individual basis.

Our Online Service Team is here to help you and we encourage you to telephone them if you require assistance.

Please refer to our website, www.theprogressive.com, for further information.

Dormant or lost accounts

105. In 2008 legislation was passed enabling money from dormant or lost accounts to be paid into a central fund that is to be used for good causes. The definition of a dormant account is one that had no customer initiated activity for 15 years or more. If you have money in a dormant or lost account it will always be your property and, in the event of death, will become part of your estate. This is the case no matter how many years pass and if the balance has been paid to the central fund the 2008 legislation, the money can always be reclaimed from the central fund.

We are committed to making contact with as many affected account holders as possible to reunite them with their funds. Members with accounts identified as 'dormant' will retain full Membership rights (where applicable), even if funds are paid away to the central fund.

This only affects accounts where the Member has not initiated any activity on their account for 15 years or more. If you are concerned, all you need to do is ask us and we will tell you how to access dormant accounts either directly, or via the British Bankers Association (BBA), the Building Societies Association (BSA) or National Savings and Investments (NS&I) dormant account schemes. For web-based tracing log onto www.mylostaccount.org.uk - this brings the training schemes of BBA, BSA and NS&I together into a single website. This service is free.

Please note that a statement indicating the open account is not necessarily evidence that the account is dormant and has money in it. The statement may pre-date the closure. Your identity will be checked when a previously dormant account is reactivated to prevent fraudulent use of the account. If you think you have dormant accounts with other banks you can visit www.mylostaccount.or.uk.

How we are regulated

106. Progressive Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Financial Services Register Number is 161841. To find out more information about us, see the FCA register:

www.fca.org.uk/firms/systems-reporting/register or call the FCA on 0800 111 6768.

We are also a member of the Building Societies Association, please see www.bsa.org.uk for more information.

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Other information

68. Unless otherwise stated, the law of Northern Ireland will apply and all communications and documentation in relation to any contract you may have with the Society will be in English. You submit to the non-exclusive jurisdiction of the Northern Irish Courts.

The financial relationship between ourselves is complex and the market in which we operate is ever changing. This booklet may not have answered all of the questions you may have about opening or operating an account with us but help and advice are always available. It is important to stay in contact with us and to help to make our relationship a mutually rewarding one.

Progressive Building Society is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register Number 161841. All calls may be recorded and/or monitored. The Society is a member of the Building Societies Association. The Society has an internal complaints procedure. Complaints that cannot be resolved may be referred to the Financial Ombudsman Service, Exchange Tower, London E14 9SR (tel: 0800 023 4567 or 0300 123 9123) email: complaint.info@financial-ombudsman.org.uk. The Society is a subscriber to the Financial Services Compensation Scheme. Further details are available on request from the Society or by visiting our website: www.theprogressive.com or the Financial Services Compensation Scheme website: www.fscs.org.uk.

Unless otherwise stated, the law of Northern Ireland will apply and all communications and documentation in relation to this contract will be in English. You submit to the non-exclusive jurisdiction of the Northern Irish Courts