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## LIMITED ISSUE FIXED RATE e-BOND

### Introduction

The terms and conditions included in this document together with the relevant Fixed Rate e-Bond Summary Box form the basis of the relationship between you and Progressive Building Society and they supersede any previous versions of the terms and conditions. Please read these documents carefully as they set out your rights and obligations in your dealings with us. Please keep them in a safe place as you may need to refer to them 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 65). Some of the terms set out in this document are also important features of your Membership rights.

### Availability

2. The account is available to Savers who are aged 18 years and over and who reside in the United Kingdom. The Society reserves the right to close your account should you cease to be a UK resident. If we close your account we will write to you and give you 30 days' notice as outlined in Section 73 of these terms and conditions. The Society reserves the right to restrict new accounts to customers resident in Northern Ireland. It is not available for companies, partnerships, sole traders, charities, clubs and other unincorporated associations.
3. The minimum opening balance is £500.
4. The minimum account balance is £500.
5. The maximum balance for the account is £1 million.
6. The account cannot be opened or operated by a Trustee, Power of Attorney or any other third party acting on a customer's behalf.

### Opening an account

7. To open an account, you must first register to use the Progressive Online Service at [www.theprogressiveonline.co.uk](http://www.theprogressiveonline.co.uk). Once logged into the service, select the option 'Apply for an Online Savings Account', complete the relevant sections, and submit your application.
8. We will notify you of your new account number by electronic means (see Section 68). You must then arrange to send your lodgement by electronic payment from your nominated bank account. Your nominated bank account must be held in the name(s) of the Progressive account holder(s). To activate your Fixed Rate e-Bond, the minimum lodgement of £500 must be received by us within 7 banking days (see Section 40) of the date we notify you of your new account number, or by the last banking day of the month, whichever occurs first. **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:	XXXXXXXXXX

The Reference should be your new account number, contained in the notification which we will forward to you via electronic means (see Section 68) to advise you that your e-Bond 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.

9. 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.
10. Electronic payments sent to your account after closure of the e-Bond issue will be returned to your nominated bank account by faster payment.



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11. We will acknowledge receipt of all payments by electronic means (see Section 68) no later than the next banking day after receipt.
12. The payment will be returned to you when:
  - the payment is below the minimum opening contribution;
  - the payment is received after the 7 banking days deadline;
  - the payment has been sent from an account other than your nominated bank account;
  - you try to make a payment to a closed e-Bond issue;
  - you try to make a payment to a closed account;
  - 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.

13. The e-Bond can be viewed using the Progressive Building Society Online Service.
14. The date of the e-Bond will be the date of receipt of the opening deposit.

#### **Nominated bank account**

15. The nominated bank account must be in the name of the account holder(s) i.e. the individual or the individuals named on the e-Bond. In the case of joint accounts the nominated bank account can be in the name of either of the applicants or both jointly.
16. 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.
17. Please note we cannot open your account until such times as we have satisfactorily validated the details of your nominated bank account.
18. 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 68) 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 65).

#### **Proving your identity**

19. To protect you and your account you will be required to prove your identity when:
  - you open a new personal or business account;
  - you are processing a transaction or making a query on your account;
  - you change your personal details;
  - you have not transacted on your account in a long time; and
  - required at various points throughout our relationship.

We will undertake a search with a credit reference agency or a data reference agency for this purpose. They 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 as proof of your identity. Further information on the credit reference agency search and a list of acceptable documents for identification purposes can be found in our brochure 'Proving Your Identity'.



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20. 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.
21. 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.
22. Please note we cannot open your account until such times as we have satisfactorily verified your identity.

#### **Additional lodgements**

23. Additional lodgements to a minimum value of £500 may be made to the account while the issue is open.
24. Each lodgement must be made by electronic payment from your nominated bank account. **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.

25. 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.
26. Electronic payments sent to your account after closure of the e-Bond issue will be returned to your nominated bank account by faster payment.
27. We will acknowledge receipt of all payments by electronic means (see Section 68) no later than the next banking day after receipt.
28. The payment will be returned to you when:
  - the payment is below the minimum opening contribution;
  - the payment is received after the 7 banking days deadline;
  - the payment has been sent from an account other than your nominated bank account;
  - you try to make a payment to a closed e-Bond issue;
  - you try to make a payment to a closed account;
  - 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.

#### **Withdrawals and early closure**

29. Withdrawals and early closure of the Fixed Rate e-Bond are not allowed.
30. No payments will be permitted to third parties from your Fixed Rate e-Bond.
31. 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.



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## **Maturity**

32. We will contact you by electronic means (see Section 68) at least 14 days prior to the maturity date in order to advise you that an online Maturity Options form is available. You may access this form when you log into your Progressive Online service account. The Online Maturity Options form will inform you of our current e-Bond rates and the options available to you on the maturity of your e-Bond and will be available until the maturity date of your e-Bond.
33. You should select your preferred option for the maturing balance of your e-Bond and submit your instructions online. Once you have submitted your instructions by clicking the 'Confirm' button your consent to the maturity instructions will be deemed to have been given. Consent can be withdrawn at any time prior to the maturity date by submitting new maturity instructions online. The Online Maturity Option form will be available for you to complete until the maturity date.
34. If we do not receive instructions from you, the balance of your e-Bond will be rolled over into a new Fixed Rate e-Bond with a similar term and at the interest rate prevailing at that time. The new rollover e-Bond will be an instant access account for 14 days after which the normal terms and conditions apply in relation to withdrawals.
35. Your e-Bond will mature after close of business on the day of maturity. You will not have access to your funds until the following banking day. If you opt to have all or part of your matured funds transferred to another Progressive account held in your name and that account is able to receive transfers, you will receive the matured funds on the next banking day after the maturity date. If you opt to have all or part of your matured funds credited to your nominated bank account you will receive these electronically 2 banking days after the maturity date. By banking day we mean Monday to Friday excluding bank holidays.
36. If you wish to advise us of your maturity instructions after your e-Bond has matured during the 14 day rollover period you will need to contact the Online Service Team on 0845 6042979. If you advise us of a withdrawal or transfer request during the 14 day rollover period, requests received before 3.00pm on a banking day will be processed on the same day. Requests received after 3.00pm on a banking day or on a non-banking day will be deemed to have been received on the following banking day.
37. We shall be entitled at any time to refuse to act on instructions given by electronic means, or ask you to confirm them in writing, if for any reason we think they were not given by you or were not clear. We will inform you in writing as soon as practical, giving our reasons, if we decide to do this unless we are prevented from doing so for legal reasons or where it would comprise our reasonable security measures.
38. We reserve the right not to renew your bond at the end of the fixed term, but we will give you at least 30 days notice before the bond maturity date should we intend to exercise this right.

## **Term**

39. The term of the account is as selected by you during the account opening process, and is in accordance with the Summary Box which was made available to you before the account was opened.

## **Banking day**

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

## **Interest**

41. The interest rate applicable to your account is as indicated on the Summary Box which was made available to you before the account was opened.
42. We start to pay daily interest on amounts paid into your account by direct credit from the day of receipt.
43. 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.



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44. 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 Fixed Rate e-Bond Summary Box. 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 July will be credited to your account after close of business on the 1 July. 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 July. If you opt to have your interest credited to your nominated bank account you will receive this electronically 2 banking days after 1 July.
45. 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. It 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.

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

#### Tax reporting

47. 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

48. 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.
49. 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.
50. 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. **We would stress that a joint e-Bond account can be operated by one party to the account, and 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.**
51. When you open the account you can specify that the signatures of either parties will be required to operate the account. This will safeguard the interests of both parties but may be inconvenient as two signatures will be required and only one can be obtained, the Society will not allow withdrawals, closure or the transfer of the account until the matter is either resolved legally or by agreement between the parties.



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52. 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. Both joint account holders must agree to change the nominated bank account or the correspondence address.

*\*irrevocably means cannot be altered by the account holders.*

53. 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.
54. 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.
55. 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.

### Representative joint shareholder

56. Where two or more 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.
57. 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

58. Charges for savers are published in a separate tariff that is available from our branches and agencies and on the Society's website, [www.theprogressive.com](http://www.theprogressive.com). When you become a Member, we will give you details of any charges for the normal day to day running of your account. You can also see these charges by visiting our website. Any charges not included in this published tariff will be advised when you request a service and before they are charged to the account. All charges are subject to change.

If we make a change to the level of charge associated with your account, we will provide you with personal notice before the change takes effect. If you are not happy with the change, you may switch your account or close it without having to give us any period of notice, lose any interest due up to the date of switching/closure or any charges that would otherwise apply.

If you do not notify us that you object to a change before the date on which it comes into effect, you will be deemed to have accepted it.

### Amendments

59. 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 18 'Nominated Bank Account'.

### Statements and information

60. 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 Summary Box for details of the interest payment date.
61. We will notify you by electronic means (see Section 68) when your Online annual statement is available.
62. 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.



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- 63. 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).
- 64. If requested, annual statements can be sent to each party in a joint account at different addresses without an additional charge.

**Contact details and branch business hours**

65. 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
Online Service Team:	3 Millennium Forum, Newmarket Street, Londonderry, BT48 6EB

**Contacting each other**

- 66. Our Contact Details are in Section 65 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.
- 67. 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.
- 68. 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 and conditions (other than interest rates)**

Change type	When you will be informed	How you will be informed
A change to your disadvantage	At least 30 days before the change	Personal notice by electronic message
A change that does not disadvantage you (Personal notice not provided)	At least 30 days before the change	Personal notice by electronic message
A change that does not disadvantage you (Personal notice provided)	At least 30 days before the change	Personal notice by electronic message



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### **A change made that is to your disadvantage**

69. If we are making a change that reduces the benefits associated with your e-Bond, we will contact you by electronic means (see Section 48) 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 switch to one of these accounts;
  - 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.

### **Accepting a change**

70. When we give you advance notice of a change, you can end this agreement, or close or change an account without charge. This can be completed within 60 days from the date of notification. If you do not end, close or change the account within this timeframe we will assume that you have accepted the change on the date it comes into force.

### **Ending this agreement or an account or service**

71. This agreement will continue until you or we cancel or end it.
72. 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 is for a fixed term, the fixed term must have expired.
73. We may end this agreement (or any account or service under it):
- by contacting you by electronic means (see Section 68) giving you at least 30 days' notice; or
  - immediately if:
    - (i) 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 abusing manner); or
    - (ii) we reasonably consider that by continuing the agreement
      - 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
    - (iii) you have seriously or persistently broken this agreement in any other way.
74. 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.
75. 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.
76. 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.
77. 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.
78. 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.





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### Transferring rights and obligations

79. 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

80. 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.
81. 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 processed payment within 13 months after the day the transaction was debited from your account.
82. 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.
83. 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.

### Unauthorised payments out of your account

#### Our liability for unauthorised payments

84. 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 your 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

85. You will be liable for an amount up to a maximum of £35 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.



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### **We must correctly carry out your payment instruction**

86. Where you claim that a payment has not been correctly processed, 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 processed in accordance with your instructions it shall be treated as correctly processed by us.

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

- refund to you the amount of the incorrectly processed 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.

### **Payments incorrectly lodged to your account**

87. If we become aware of a payment that has been incorrectly lodged to your account and we reasonably believe this to be the case we may remove the amount from your account as soon as possible after we are informed of the error.

We will contact you to let you know what is happening and if you provide proof showing the payment was not a mistake within 14 days we will lodge the money back into your account. If you are unable to provide proof the payment wasn't incorrectly lodged to your account within this timeframe the funds will be returned to the paying bank.

If we are unable to retrieve the full amount of the disputed payment from your account we will, where appropriate, share your personal information with other banks and building societies so the payer of the funds can trace any money paid incorrectly into your account.

### **Refusal to carry out a payment instruction**

88. 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;
- the payment seems unusual compared with the way you normally use your account;
- 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.



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## Refund of payments

89. We will immediately refund the amount of a payment (except those made by cheque) 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;
  - following further investigation we are satisfied that the payment was authorised by you we will debit the refund amount from your account without the need for any further consent from you. We will write to you and tell you the reasons for making the debit.

## Protecting your accounts

90. 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:
- name
  - address
  - telephone number
  - email address
  - nominated bank account.

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 65 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

91. 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:
    - (i) choosing obvious passwords or codes (such as date of birth) as part of your security details;
    - (ii) writing down your security details in a way that is recognisable; or
    - (iii) letting anyone listen in to your calls with us, or watch you entering or making use of your security details.

You must tell us as soon as possible (see Section 65 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.



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## Data Protection

92. The Data Protection Act 1998 outlines the rights of consumers in respect of information held about them. We collect and store information from you to help manage your accounts and to provide a service to you.

This information is collected in various ways, including for example:

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

Your information is used and stored for the following purposes:

- to administer and maintain your accounts;
- to provide 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 which includes checking your identity
- 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;
- developing and identifying products and services which:
  - we believe may be of interest to you;
  - will help us manage our relationship with you;
- testing IT system functionality to provide a more efficient service. We will ensure that any testing is carried out in a secure and controlled environment.

The Society will rely on the following legal basis for processing your personal data:

- the processing is necessary for the performance of a contract with you or to take steps to enter into a contract;
- the processing is necessary for compliance with a legal obligation;
- the processing is necessary for the purposes of legitimate interests pursued by us or a third party

The Society will seek your verifiable consent in respect to receiving marketing material.

Should you not provide the Society with the personal data it legitimately requests it may not be possible to transact business with you.

## Categories of Personal Data

93. Personal Data

The Society holds the following personal data about you:

- personal information, such as your name, address and date of birth, including personal information you provided to Progressive when you applied for a product or service and were declined;
- personal details provided by you when opening a savings account – e.g bank account;
- details about you proving your identity;
- details of the accounts and products you hold and previously held with Progressive;
- details of products with other providers that we may have sold to you or you have told us about;
- details of when you contact us and when we contact you;
- if you provide us with your personal information we will keep the information for as long as is necessary to comply with any statutory or legal obligations or for audit purposes.



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#### 94. Sensitive Personal Data

On occasion it will be necessary to collect and process information which Data Protection Regulations define as “sensitive” (such as criminal convictions or health information). In some circumstances you may wish to provide us with sensitive personal data to enable us to help you access and manage your accounts either permanently or temporarily. Where possible we will ask for your consent, but if you write to us we will assume you are happy for us to record the information unless you tell us not to. If this information is provided by someone acting on your behalf we will record what information has been provided and who gave it to us.

### Recipients of your personal data

#### 95. Within the Society

Information about you and any products you hold with us may be used within Progressive for all purposes necessary for performing our contract with you and for:

- assisting in verifying your identity;
- assessing risks;
- understanding your requirements;
- developing, testing, researching and improving products and services;
- training and business analysis;
- legal and regulatory compliance;
- preventing or detecting financial crime.

#### 96. With other organisations

The Society may disclose your personal information to other people or organisations if any of the following applies:

- the processing is necessary for the performance of a contract with you or to take steps to enter in to a contract;
- the processing is necessary for compliance with a legal obligation;
- the processing is necessary for the purposes of legitimate interests pursued by us or a third party;
- we have your consent;
- for the purposes of them providing products or services, for example household insurance. Our arrangement with them will not allow them to use your information for any other purpose;
- for the purpose of them providing administrative, processing, analytical or other similar services to the Society to assist us in the provision of products and services to our customers;
- for the purposes of improving our products, services and marketing communications, with specialist market research organisations who may contact you on our behalf and invite you to take part in market research, but who will not be allowed to use your information for anything else;
- where you have opened an account or policy with another organisation, introduced to you by the Society, and you notify us of amendments to your personal details. You will also need to contact the other organisation to confirm the changes;
- where we are required or permitted to do so by law or regulation.

The Society does not share or give any information to external companies for their own marketing purposes.

The Society may carry out additional fraud prevention checks using fraud prevention database services provided by third party organisations. If false or inaccurate information is provided, and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies and government agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering.

### Transfers to third country and safeguards

#### 97. The Society and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

We (and our service providers) may process personal information outside of the UK for the purposes described in the, Purpose and basis for processing your personal data, section above and we will ensure that it is secure and protected from unauthorised access. Where personal information is processed in countries that do not have the same level of legislation protecting information as the UK we will ensure your information is protected to the same level as the UK.



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## Retention period

98. We will keep your information as long as permitted for our legitimate business purposes and for any retention period that we are legally required to meet. Our current practise is not to hold customer personal data beyond 10 years after a mortgage account relationship has ended or 6 years after a savings account relationship has ended. Where a mortgage account or savings account with the Society has not ended but personal data was held on outdated systems such as microfiche or microfilm this will be deleted.

## Your data protection rights

### 99. The right to be informed

This section of the Savings Service Agreement provides you with information on the purpose for collecting and use of your personal data. The Society has also published a Data Protection Guide which is available in all of our branches.

### 100. The right of access

You have the right to obtain:

- confirmation that your personal data is being processed;
- access to your personal data; and
- other supplementary information.

### 101. The right to rectification

The Society will rectify any personal data that is inaccurate or incomplete. If any inaccurate personal data has been disclosed to third parties, the Society will inform them of the rectification where possible.

### 102. The right to erasure

You have a right to have personal data erased and to prevent processing in specific circumstances. The Society may refuse to comply with a request for erasure where the personal data is processed for the following reasons:

- to comply with a legal obligation for the performance of a public interest task or exercise of official authority.
- the exercise or defence of legal claims.

### 103. The right to restrict processing

You can require the Society to restrict the processing of your personal data in certain circumstances.

### 104. The right to data portability

The right to data portability allows you to obtain and re-use your personal data for your own purposes across different services.

### 105. The right to object

You have the right to object to:

- processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling);
- direct marketing (including profiling), and
- processing for purposes of scientific/historical research and statistics.

You have the right to object to direct marketing.

### 106. Rights in relation to automated decision making and profiling

You have the right not to be subject to a decision when:

- it is based on automated processing; and
- it produces a legal effect or a similarly significant effect on you.

An example is, automated processing of your personal data for the purpose of evaluating your creditworthiness.



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The Society does not currently use automated decision making and profiling tools.

### **Credit reference agencies and fraud prevention agencies**

107. 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 us false or inaccurate information and we suspect fraud, we will record and share this information with other organisations.

### **Bankers' references**

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

### **Confidentiality**

109. 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**

110. 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.

- 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).



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## Advertising and marketing

111. 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 marketing 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 68) to remind you that you can ask us not to contact you for marketing purposes.

## Financial Services Compensation Scheme

112. Progressive Building Society is a subscriber to the Financial Services Compensation Scheme established under the Financial Services and Markets Act 2000.

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 the 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](http://www.fscs.org.uk), call them on 0800 678 1100 or 020 7741 4100, email them at [enquiries@fscs.org.uk](mailto: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

## Complaints

113. 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 03000 123 9123, email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk))

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.

To find out more information about us, see the FCA register: [www.fca.org.uk/firms/systems-reporting/register](http://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](http://www.bsa.org.uk) for more information.

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.

January 2018